



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

CONTRACT

No. 03824

FOR

TRANSLATION SERVICES – WRITTEN WORD

STATEWIDE

CATEGORY:

CATEGORY 6 – TRANSLATIONS FOR EMERGENCY AND URGENT SITUATIONS

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

AD ASTRA, INC.

Dated August 1, 2025

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No. 03824
FOR
TRANSLATION SERVICES – WRITTEN WORD
STATEWIDE
CATEGORY:
CATEGORY 6 – TRANSLATIONS FOR EMERGENCY AND URGENT SITUATIONS

This Washington Statewide Contract (“Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Ad Astra Inc., a Foreign Profit Corporation (“Contractor”) and is dated and effective as of August 1, 2025.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Pursuant to its statutory authority, Enterprise Services is establishing a Contract for Translation Services – Written Word designed to enable eligible purchasers to procure written word translation services from the awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Contract.
- C. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 03824 dated August 1, 2025 for Translation Services – Written Word.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above-referenced Contract Category(ies).
- E. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Contract is thirty-six (36) months, commencing August 1, 2025 and ending August 1, 2028. *Provided*, however, that if Contractor is not in default and if, by August 1, 2028, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to twenty-four (24) additional months as two twelve (12) month extensions. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. <i>See Exhibit C – Insurance Requirements at § 4.</i>
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note:</i> Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. <i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.
Annual Contract Sales Report	Contractor must provide the annual sales reports to Enterprise Services within thirty (30) calendar days of the anniversary date of the Contract. If Contractor is delinquent in providing the Annual Report reports for two (2) or more years within the thirty-six (36) months of the Contract term, Contractor shall not be eligible for a performance-based extension.

2. **ELIGIBLE PURCHASERS.** This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):
- 2.1. **WASHINGTON STATE AGENCIES.** All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - 2.2. **WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION.** Any the following institutions of higher education (colleges) in Washington:

- State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding); and
 - Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.

- 3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices for Goods/Services*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Goods/Services*.
- (a) Goods. For purposes of this Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.
 - (b) Services. For purposes of this Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.
 - (c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.
- 3.3. ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Contract and for every annual anniversary thereafter, the prices set forth in Exhibit B – Prices shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the

most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of one year of the effective date each year. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Contract will use the recoded index, as applicable. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

BLS Index: PPI CEU6054000003

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

- 3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and/or Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic or other adjustment as set forth herein).
- 3.5. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
 - 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
 - 4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.
 - 4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
 - 4.5. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and

prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 4.6. WASHINGTON STATE WAGE THEFT PREVENTION. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.7. WASHINGTON STATE WORKERS' RIGHTS (EXECUTIVE ORDER 18-03). Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.8. WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.
- 4.9. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any

of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

- 4.10. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.11. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.12. **WASHINGTON'S STATEWIDE PAYEE DESK.** Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.13. **CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.14. **CONTINGENT FEES.** Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.15. **FINANCIALLY SOLVENT.** Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.
- 4.16. **OPERATIONAL CAPABILITY.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 4.17. **CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. **GOODS WARRANTY.** Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later (“Goods Warranty Period”), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law (“Goods Warranty”). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser’s property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. **GOODS REMEDY.** If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser’s election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor’s Goods Warranty support shall include, at Contractor’s sole expense, all technical support, parts, materials and equipment, and labor, including freight and “in/out” costs required to address the defect. If, in Purchaser’s judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys’ fees and costs.
- 5.3. **SERVICES WARRANTY.** Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill and training; and (c) Services shall be performed in a manner consistent with the standard of care in the industry (“Services Warranty”). The Services Warranty shall survive for a period of twelve (12) months after the date when Services are completed (“Services Warranty Period”).
- 5.4. **SERVICES REMEDY.** If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser’s election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.5. **IT WARRANTY.** Contractor warrants, that all hardware, software, and firmware associated with Goods or Services (“IT Goods” and “IT Services”, respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or

misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

- 5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.
- 5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.
- 5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

- 6.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Contractor shall meet all applicable health, safety, and other federal, state, local, and/or tribal regulatory requirements applicable to the Goods and/or Services.
- 6.2. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.

7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information

for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) shall include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly.

8. USING THE CONTRACT – PURCHASES.

- 8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchase Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.
- 8.2. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:
 - (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
 - (b) Contractor shall ship all Goods and/or Services purchased pursuant to this Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- 8.3. DELIVERY OF GOODS & COMPLETION OF SERVICES. Failure to deliver Goods or complete Services by the date(s) stated in the Contract is a breach of this Contract. Contractor shall deliver the

Goods to the delivery point set out in the Purchase Order (“Delivery Point”) and complete the Services on or before the date(s) set out in the Purchase Order. Contractor shall notify Purchaser within seventy-two (72) hours prior to the estimated delivery so that Purchaser may coordinate necessary resources to receive Goods. Contractor promptly shall notify Purchaser in writing of any anticipated or actual delay in delivery of Goods or completion of Services, the reasons for the delay, and the actions being taken by Contractor to overcome or minimize the delay.

- 8.4. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Contract are subject to Purchaser’s reasonable inspection, testing, and approval at Purchaser’s destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Contract and Purchaser’s Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly shall notify Contractor. At Purchaser’s option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor’s expense, any or all of the damaged Goods and/or Services or, at Purchaser’s option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

8.5. CONFIDENTIAL INFORMATION; DATA SECURITY; NETWORK ACCESS

- (a) CONFIDENTIAL INFORMATION. For purposes of this Contract, “Confidential Information” includes, but is not limited to, information that is deemed confidential under federal or state law, personal information as defined in [RCW 42.56.590](#), as well as any information identified, in writing, by Purchaser as confidential or protected.
- (b) PROTECTION OF CONFIDENTIAL INFORMATION. Notwithstanding any provision to the contrary, Contractor’s use of Confidential Information will be in compliance with all applicable state and federal law. At a minimum, Contractor shall maintain records documenting: (i) the Confidential Information received pertaining to this Contract; (ii) the purpose(s) for which the Confidential Information was received; (iii) who received and maintained the Confidential Information; and (iv) final disposition of the Confidential Information. Purchaser reserves the right to monitor, audit, and/or investigate Contractor’s use of Confidential Information used, collected, or acquired by Supplier pursuant to this Contract.
- (c) CONTRACTOR OBLIGATION – CONFIDENTIAL INFORMATION. Contractor shall: (i) hold Confidential Information in strictest confidence and not make use of Confidential Information for any purpose other than the performance of this Contract; (ii) release Confidential Information only to authorized employees or agents requiring such information for the purpose of performing this Contract and who have executed an appropriate nondisclosure agreement or data sharing agreement as approved by Purchaser; (iii) implement and maintain physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information including, but not limited to, storing Confidential Information on secure servers with access to the data strictly controlled and limited to staff with appropriate training and clearance; and (iv) ensure that all Confidential Information is encrypted in transmission from and to Contractor, at rest in the data base or other data facility maintained or used by Contractor, and when transmitted to authorized recipients.
- (d) CONTRACTOR OBLIGATION – DATA SECURITY. If the Contract involves Purchaser’s Data and/or access to Purchaser’s IT network, Contractor, at its expense, will comply with the data security requirements set forth in WaTech policies.

- (e) CONTRACTOR OBLIGATION – EXPIRATION OR TERMINATION. Upon expiration or termination of this Purchase Order, Contractor, at Purchaser's direction, timely will: (i) Certify to Purchaser that all Confidential Information has been destroyed; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other actions Purchaser requires of Contractor to protect such Confidential Information.
- (g) NETWORK ACCESS. During its performance of this Contract, Contractor may be granted access to Purchaser's computer and telecommunication networks ("Networks"). As a condition of Network use, Contractor shall: (a) use the Networks in compliance with all applicable laws, rules, and regulations; (b) use software, protocols, and procedures as directed by Purchaser to access and use the Networks; (c) only access Network locations made available to Contractor by Purchaser; (d) not interfere with or disrupt other users of the Networks; (e) assure the transmissions over the Networks by Contractor (i) do not contain any libelous, defamatory, profane, offensive, obscene, pornographic, or unlawful material, and (ii) are not used to perform any illegal activities, including but not limited to, encouraging, selling, or soliciting illegal drugs, gambling, pornography, prostitution, robbery, spreading computer worms or viruses, hacking into computer systems, or trafficking credit card codes; and (f) upon termination or expiration of the Contract, relinquish all IP addresses or address blocks assigned to them on the Networks. Additionally, Contractor shall comply with Purchaser's IT policies.

8.6. DATA SECURITY REQUIREMENTS.

- (a) SECURITY COMPLIANCE. Contractor is responsible for establishing an information security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with: (a) applicable industry standards and guidelines; (b) American Institute of Certified Public Accountants (AICPA) System and Organization Controls (SOC) 1; and (c) Washington Technology Solutions Standards (WaTech). See Policy SEC-08-02-S Encryption Standard; SEC-03 Information Security And Privacy Awareness Training Policy; SEC-04-01-S Data Backup and Recovery Standard.
- (b) ANNUAL SECURITY CERTIFICATIONS. Contractor will, at the commencement of this Contract and annually thereafter provide Enterprise Services the following reports and certifications: (a) AICPA Statement of Standards for Attestation Engagement (SSAE) No. 18 SOC 1 Type II fiscal year cycle audit report; (b) SOC 2 Type I report in accordance with AICPA AT 101; and (c) attestation that Contractor's Services are in compliance with WaTech Security Policy 141.10 – *Securing Information Technology Assets Standards*. Enterprise Services may accept, at its sole discretion, alternative reports, audits or reporting formats which Enterprise services determines to be equivalent or better to the reports and certifications described herein.
- (c) DATA BREACH. Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of Enterprise Services' Data by an unauthorized party ("Data Breach"), Contractor shall notify Enterprise Services by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:

- 1) The nature of the Data Breach;
- 2) The Data accessed, used or disclosed;
- 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
- 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
- 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore Services as needed to comply with terms and conditions of this Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with Enterprise Services.

In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to RCW 19.255.010 and [RCW 42.56.590](#). Where notifications are required to the public or regulators, Contractor shall coordinate and cooperate with Enterprise Services in the development of a communication plan, and promptly and at no cost, provide advance copies of any notifications for Enterprise Services review before disseminating. If a Data Breach occurs and is found to be the result of Contractor's acts, omissions or negligence, Contractor shall assume complete responsibility for notification of affected parties, and be liable for all associated costs incurred by Enterprise Services in responding to or recovering from the Data Breach.

- (d) TECHNICAL EXAMINATION AND AUDIT. Upon advance written request, Contractor agrees that Enterprise Services or its designated representative shall have reasonable access to Services purchased by Enterprise Services under this contract, its operational documentation, records and databases, including online inspections. The online inspection shall allow Enterprise Services, its authorized agents, or a mutually acceptable third party hired by Enterprise Services, to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:

- 1) Operating system/network vulnerability scans;
- 2) Web application vulnerability scans;
- 3) Database application vulnerability scans; and
- 4) Any other scans to be performed by Enterprise Services or representatives on behalf of Enterprise Services.

Contractor shall allow Enterprise Services reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Contract and Enterprise Services' Data, at no cost to Enterprise Services. After any significant Data loss, specific to data stored within the Services platform, or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized third party perform an information security audit. This does not apply to data loss resulting from interruptions in the Services stemming from Enterprise Services' computers, network hardware, internet connectivity, or other elements owned or controlled by Enterprise Services that are reasonably required to use Services. The audit results shall be shared with Enterprise Services within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide Enterprise Services with written evidence of planned remediation within thirty

(30) days and promptly modify its security measures in order to meet its obligations under this Contract.

8.7. CUSTOMER SERVICE. Contractor must provide:

- (a) Customer/purchaser support via telephone and email from 8 AM to 5 PM Pacific Time,
- (b) Response Time Commitments:
 - i. respond to customer/purchaser routine requests within 8 business-hours.
 - ii. respond to quote requests:
 - within 2-business hours for Three-Day and One-Day Orders;
 - within 4-business hours for Six-Day orders; and
 - within 8-business hours for Ten-Day Orders and Greater than Ten Day Orders.
 - Business hours are defined as the hours between 8 AM and 5 PM Pacific Time.
- (c) Have an escalation process for any customer service issue that is not resolved within five (5) business days. Business days are defined as Monday through Friday from 8:00 AM to 5:00 PM, excluding any Washington state observed holidays.
- (d) An ongoing customer feedback process demonstrating Contractor's approach to proactively seek, collect, and resolve any negative customer feedback.

9. INVOICING & PAYMENT.

9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Contract. Such invoices shall itemize the following:

- (a) Contract No. 03824;
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- (c) Contractor's Federal Tax Identification Number;
- (d) Applicable Goods and/or Services;
- (e) Invoice amount, itemized by language;
- (f) Language(s) the document was translated into;
- (g) Rate or cost per word;
- (h) English word count for the document that was translated;
- (i) Payment terms, including any available prompt payment discounts;
- (j) Title of the document;
- (k) Document number (if applicable);
- (l) Project Number;
- (m) Project priority (Ten-Day, Six-Day, Three-Day, One-Day, or Negotiated Turnaround Time);
- (n) Project Category;
- (o) Client Identifier (Category 5);
- (p) Date the translation project was received by the Contractor;

- (q) Date completed translation work was delivered to the Purchaser;
- (r) Translator Name and Reviewer Name;
- (s) Purchaser Information – order number, Purchaser agency name, contact information
- (t) Other notes as requested by Purchaser

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

- 9.2. **PAYMENT.** Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices for Goods/Services*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment shall not be considered late if a check or warrant is mailed within the time specified.
- 9.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 9.4. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.
- 9.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

- 10.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business

activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Natalie Lavinsky
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8139
Email: DESLanguageAccess@des.wa.gov

Contractor

Attn: Emily Layher
Ad Astra, Inc.
8701 Georgia Ave, Suite 808
Silver Spring, MD 20910
Tel: (844) 203-4242 ext. 145
Email: Emilylayher@ad-astrainc.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.
- 10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Emily Layher
Ad Astra, Inc.
8701 Georgia Ave, Suite 808
Silver Spring, MD 20910
Email: Government@ad-astrainc.com

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

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

- 11.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.
- (a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
 - (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous"

option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.

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

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

- 11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

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

Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0125.

- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Payments must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference the invoice number.
- (d) Contractor’s failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

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

11.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

- The Goods and/or Services sold (including, as applicable, item number or other identifier);
- The price charged for each service request;
- The total number of service requests by category awarded;
- The total number of translations completed by category awarded;
- The language(s) of each translation service request;
- The total number of service requests for Primary and Secondary languages;
- The total number of service request for all other languages;
- The total number of service requests rejected due to insufficient translators;
- The number of service requests rejected due to insufficient translators for Primary and Secondary languages;
- The total number of deliverables returned for corrections;
- The number of deliverables delivered late that did not require corrections;
- The number of deliverables delivered late that required corrections;
- The turnaround time requested for each service request;
- The actual time to deliver each service request;

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

12. RECORDS RETENTION & AUDITS.

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

12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period

of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $500 \times 1.25 = \$625$); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.
- 13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If 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, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.
- 14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 14.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

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

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 16.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly

provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

- 16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.
- 16.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. **PURCHASER OBLIGATIONS – EXPIRATION.** Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.
- 16.5. **CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.
- 16.6. **DEFAULT.** Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
- (b) Contractor fails to timely report quarterly contract sales;
- (c) Contractor fails to timely pay the vendor management fees when due;
- (d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or
- (e) Contractor breaches any representation or warranty provided herein.

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

16.8. **REMEDIES FOR DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

16.10. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. PURCHASE ORDER TERMINATION. Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

- (a) Upon the mutual written agreement of the parties to the Purchase Order;
- (b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or
- (c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

18. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 18.1. **WASHINGTON'S PUBLIC RECORDS ACT.** Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 18.2. **CONTRACTOR OBLIGATION.** Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 18.3. **ENTERPRISE SERVICES' OBLIGATION.** In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure

properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

19. GENERAL PROVISIONS.

- 19.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Contract.
- 19.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.
- 19.3. **NONDISCRIMINATION.**
- (a) **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.
 - (b) **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).
 - (c) **Default.** Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
 - (d) **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an

amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

- 19.4. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 19.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 19.6. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 19.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 19.8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 19.9. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.
- 19.10. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 19.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's

obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

- 19.12. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.
- 19.13. **SEVERABILITY.** If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 19.14. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 19.15. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 19.16. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 19.17. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 19.18. **ATTORNEYS' FEES.** In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.
- 19.19. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 19.20. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions

contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.

- 19.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 19.22. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 19.23. ELECTRONIC SIGNATURES. 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.
- 19.24. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 

Tim Foitzik
Its: Procurement Supervisor

AD ASTRA INC.,
a Foreign Profit Corporation

By: 

Yelena Petrova
Its: CEO

INCLUDED GOODS/SERVICES

1. Overview of the Scope. The services here are Translation Services – Written Word.

- Category 6 – Translations for Emergency and Urgent Situations

Contractors shall follow the General Specifications outlined below across all categories unless noted otherwise within this Contract, or by the Purchaser in writing. Contractor shall ensure accurate and professional translations of the requested works. Contractor shall seek clarification as necessary.

2. Contractor's Tasks and Responsibilities – General Specifications for all Categories.

- 2.1. **RESPONSE TIME.** Contractor shall accept or reject the translation project and send notice to Purchaser via e-mail, fax, voicemail, or an alternate method identified by Purchaser, within 8-business hours of receiving a request for a Ten-Day Order or a Greater Than Ten Day Order; within 4-business hours of receiving a request for a Six-Day Order; and within 2-business hours for a request for a Three-Day Order or One-Day Order. Any translation project rejected by the Contractor shall be accompanied with an explanation of why the Contractor is not able to perform the project. Contractor must track rejections, and include this data in the Annual Contract Sales Report, which will be used to determine contract compliance and future awards and projects.

- **QUOTES:** Project quotes and estimates are offered to Purchasers free of charge.

2.2. **TURN-AROUND TIME.** Expectations for translations projects.

- **BUSINESS DAYS AND TIME ZONE.** Turnaround times are based on Pacific Time. Business days shall be calculated as Monday through Friday, from 8:00 AM to 5:00 PM, excluding Washington State observed holidays. Business hours are the hours from 8:00 AM to 5:00 PM Pacific Time.
- **TEN-DAY ORDER.** Contractor shall complete and return translation projects within ten (10) business days or earlier, from the date of request for Ten-Day Orders. Contractor is granted one (1) business day grace period after ten (10) business days to correct any linguistic or formatting errors. In the event translation work requires more than one (1) business day for corrections, the project will be deemed late and Late Fee Discounts will be applied per the schedule outlined in the Completion and Compensation section. Correction work may include correction of any linguistic or formatting errors, or failure to use provided glossary terms. Ten-Day Orders may be negotiated at the time of the request due to unique circumstances such as file size, desktop publishing needs, etc.
- **SIX-DAY ORDER.** Contractor shall complete and return translation projects within six (6) business days or earlier, from the date of request for Six-Day Orders. Contractor is granted one (1) business day grace period after six (6) business days to correct any linguistic or formatting errors. In the event translation work requires more than one (1) business day for corrections, the project will be deemed late and Late Fee Discounts will be applied per the schedule outlined in the Completion and Compensation section. Correction work may include correction of any linguistic or formatting errors, or failure to use provided glossary terms. Six-Day Orders may be negotiated at the time of the request due to unique circumstances such as file size, desktop publishing needs, etc.

- **THREE-DAY ORDER.** Contractor shall complete and return translation projects within three (3) business days or earlier, from the date of request for Three-Day Orders. In the event the translation work requires corrections, and the correction work results in a delay beyond three (3) business days from the date of request, the project will be deemed late and Late Fee Discounts will be applied per the schedule outlined in the Completion and Compensation section. Correction work may include correction of any linguistic or formatting errors, or failure to use provided glossary terms. Three-Day Orders may be negotiated at the time of the request due to unique circumstances such as file size, desktop publishing needs, further expediting the request, etc.
 - **ONE-DAY ORDER.** Contractor shall complete and return translation projects within one (1) business day or earlier, from the date of request for One-Day Orders. In the event the translation work requires corrections, and the correction work results in a delay beyond one (1) business day from the date of request, the project will be deemed late and Late Fee Discounts will be applied per the schedule outlined in the Completion and Compensation section. Correction work may include correction of any linguistic or formatting errors, or failure to use provided glossary terms. One-Day Orders may be negotiated at the time of the request due to unique circumstances such as file size, desktop publishing needs, further expediting the request, etc.
 - **GREATER THAN TEN DAY ORDER.** For translation requests that do not need to be returned within ten business days or fewer, Purchaser and Contractor may negotiate a turnaround time in excess of ten business days. Contractor shall complete and return translation projects within the time negotiated, or earlier, from the date of request. Contractor is granted two (2) business days grace period after the negotiated turnaround time to correct any linguistic or formatting errors. In the event translation work requires more than two (2) business days, the project will be deemed late and Late Fee Discounts will be applied per the schedule outlined in the Completion and Compensation section. Correction work may include correction of any linguistic or formatting errors, or failure to use provided glossary terms.
 - **RECEIPT TIME.** All requests received by Contractor after 3:00 PM Pacific Time shall be considered “received” the next business day.
 - **SUBMISSION TIME.** The turnaround time for a request for translation services begins on the date and time the request is “received” by the Contractor and ends on the date and time the request is delivered to the Purchaser, including any time needed for corrections. Delivery and mail times are included in the turnaround time.
- 2.3. **PURELY HUMAN TRANSLATION.** For Purely Human Translation requests Contractor shall perform the translation service without the use of machine translation. Contractor shall ensure both the initial translation and the review of the translated document are performed by qualified human translators. Purely Human Translation requests do not prohibit the use of Translation Memory Systems in the translation process unless the Purchaser requests no Translation Memory Systems be used.
- 2.4. **MACHINE AND HUMAN TRANSLATION.** For Machine and Human Translation requests Contractor shall perform the initial translation using some form of machine translation. Subsequently, Contractor shall ensure the review of the translated document is performed by a qualified translator.
- 2.5. **LIMITATIONS ON GENERATIVE AI TRAINING DATA.** Generative AI (“Gen AI”) is a technology that can create content, including text, images, audio, or video, when prompted by a user. Gen AI systems learn patterns and relationships from large amounts of data, which enables systems to generate

new content that may be similar, but not identical, to the underlying training data. Contractor shall only incorporate any public Purchaser data into Gen AI training data and shall not use category 3 or category 4 Purchaser data to train, tune, maintain, improve, or develop Gen AI, except with the express written authorization from the Purchaser specifying the non-public data that may be used along with the acceptable scope of such usage.

- 2.6. **DESKTOP PUBLISHING.** Contractor shall offer desktop publishing services for work on translation service requests that is not related to the translation of text, such as publishing, imaging, etc.
- 2.7. **PROOF READING.** Contractor shall provide proof reading services where Contractor reviews existing translated work for accuracy and ensures the translation is formatted correctly. The Purchaser may request proof reading of documents previously translated by Contractor, as well as documents not previously translated by Contractor.
- 2.8. **REKEYING.** Contractor shall provide rekeying services. Rekeying is the process of entering text provided by the Purchaser into any language into a new or existing document.
- 2.9. **INSTRUCTIONS WITH TRANSLATION REQUEST.** In addition to the requirements listed herein, the Contractor shall comply with instructions provided by Purchaser that accompany the translation request.
- 2.10. **FOREIGN LANGUAGE FONT.** Contractor shall have available a variety of foreign language fonts for all languages to be translated. Use of the Unicode foreign fonts is required. Foreign language fonts shall not be mixed within one document unless requested.
- 2.11. **WRITTEN LANGUAGE CODES.** Use the approved language code, as identified by the Purchaser during order placement.
- 2.12. **LARGE PRINT.** Upon Purchaser request, Contractor shall translate the document into the language, or languages, requested and shall provide the translated document in Large Print as specified by the Purchaser. Unless specified otherwise, Large Print shall consist of body text of at least 18 points, subheadings of at least 20 points, and headings of at least 22 points. Only sans-serif fonts should be used for Large Print, no serif fonts (e.g., Times New Roman), no handwriting fonts, and no novelty fonts. Additionally, to meet visual accessibility standards, the contrast of the type to the background should meet the stricter standards applied to small text. Translated documents that fail to provide Large Print when requested will be returned to Contractor for correction. Any delay resulting from the correction that causes the order to exceed the designated turnaround time will be deemed late and the Late Fee Discounts will be applied per the schedule outlined in the Completion and Compensation section.
- 2.13. **PREVIOUSLY TRANSLATED DOCUMENT UPDATES.** Contractor shall maintain files of all projects they complete under this Contract. Upon Purchaser request, the Contractor shall provide a document Contractor previously translated for Purchaser to Purchaser at no additional charge. If Contractor is unable to produce previously translated documents to Purchaser, Contractor is responsible for reproducing the translations at no additional costs. Purchaser may, from time to time, request translation of new or changed text, and if necessary, re-key unchanged text in previously translated documents. All revisions shall be proofread. Late Submission terms and conditions will apply. Requests for updates to previously translated documents will be submitted as new translation projects, with the title of “revision,” to the Contractor who performed the original translation. Contractor shall accept all subsequent requests for updates to translations originally performed by Contractor. Contractor shall charge only for new and/or changed translations or rekeyed text and shall not charge for re-translation of already translated text.
- 2.14. **PURCHASER GLOSSARY USE.** Where Purchaser provides a glossary of terms, with the desired corresponding translated word(s), Contractor shall use the Purchaser’s glossary for all words listed in the glossary that require translation in the request document.
- 2.15. **DO TRANSLATE.** Do translate the items listed below, unless otherwise requested by Purchaser. Purchaser may request additional “Do Translate” sections within the document.

- **FORM TITLES.** Form titles shall be translated as well as kept in English, with the English title placed directly under the translated title. Most titles appear at the top of the form and are to be translated in 12-point bold font unless otherwise noted (with the exclusion of lower left titles).
 - **SECTION HEADINGS.** “For Office Use Only” should be translated as well as kept in English.
- 2.16. **DO NOT TRANSLATE.** Do not translate the items listed below, unless otherwise requested by Purchaser. Purchaser may request additional “Do Not Translate” sections within the document.
- **LOGO TEXT.** Text that is part of a logo.
 - **AGENCY, DIVISION, OFFICE.** The name of the agency, division, or office appearing at the top of a form, unless specified otherwise.
 - **UPPER RIGHT-HAND CORNER.** Boxes in the upper right-hand corner for information including CSO name, telephone number, case name or number, and date, which are used by the field staff, unless specified otherwise.
 - **CERTAIN ELEMENTS REMAIN IN ENGLISH.** Proper names, addresses, telephone numbers, fax numbers, WAC codes, etc.
 - **CERTAIN AREAS.** Areas that are designated “For Office Use Only”.
- 2.17. **QUALITY CONTROL REQUIREMENTS.** Contractor is required to review the work produced for the Purchaser prior to final submission. All translations must be 100% accurate and comply with all requests from Purchaser concerning use of Purchaser glossaries and other requirements specified at the time of a request. Contractor shall at minimum:
- Compare translations to the original to ensure that the document is linguistically accurate and consistent with formatting and technical specifications of the original document.
 - Ensure that the reviewer/proofreader of the completed translation has similar qualifications as the translator who performed the original translation when machine translation is not used.
 - When machine translation is used, Contractor must use a qualified human translator, as specified in this Contract, to review/proofread the machine-translated document to ensure accuracy.
 - Revise/change the translation based on what is determined to be the most accurate translation.
 - Contractor shall keep records of the original translation and reviewer notes. Contractor shall provide notes to Purchaser upon request.
 - Correct projects with errors discovered by the Purchaser:
 - Contractor shall return revised final hard copies, electronic files, and reviewer’s version with translator’s markings to the Purchaser.
 - If an error is discovered, the Contractor will make corrections with no additional charge.
 - Contractor shall make all corrections within the agreed upon turnaround time for the order.
 - Purchaser may request corrections to documents at any time. If any corrections are discovered after acceptance of the documents and after the initial turnaround time has elapsed, Purchaser may request corrections at no additional cost and any such corrections shall be completed within one week or earlier. If a correction is requested after payment for the original order has been tendered, there will be no retroactive decrease in payment. However, if Purchaser makes consistent

requests for corrections, Contractor shall be put on a corrective action plan. Escalating procedures may be put into place thereafter should Contractor fail the corrective action plan.

- 2.18. **ADDITIONAL GUIDES AND PROCEDURES.** Contractor shall follow the guidelines outlined in the [Translation Proofreading and Corrections Guidelines for All Categories](#).
- 2.19. **DELIVERY INFORMATION.** Contractors shall submit the following project delivery information with completed projects:
- The date the project is returned to the Purchaser
 - The name of the translator who translated the document, if machine translation is not used
 - The name of the reviewer who reviewed the translated document for accuracy
 - Any other comments/information related to the project
- 2.20. **QUESTIONS.** It is the responsibility of the Contractor to contact the Purchaser with any questions or clarifications related to the project such as the source document, formatting requirements, special instructions, etc.
- 2.21. **TOLL-FREE FAX.** Contractor shall maintain a toll-free fax machine to receive orders and translation documents, and to return translated documents to the Purchaser.
- 2.22. **ORIENTATION.** Contractor shall provide orientation to new employees or subcontractors before they work on translation projects under the Contract. At a minimum, orientation should include the [Language Interpreter and Translator Code of Professional Conduct](#) and an overview of the Contract requirements. Certifications are to be issued to employees and subcontractors indicating completion of the orientation and records are to be maintained of employees and/or subcontractors who have received the orientation. The Contractor shall make available such records upon Purchaser request.
- 2.23. **STAFFING AND EQUIPMENT.** Contractor shall maintain sufficient staffing and equipment to provide the services outlined in this Contract. Contractor is expected to keep translation work and files in translation memory databases as transferable files.
- 2.24. **TRACKING SYSTEMS.** Purchaser may require Contractor to utilize an automated (online or web-based) tracking systems; Contractor shall comply with Purchaser and system requirements to the extent applicable and within scope of this Contract. In addition, Contractor shall keep an internal tracking method to track jobs, Purchaser may request this information.
- 2.25. **TECHNOLOGICAL ABILITIES.** Translation of any new or revised document shall be made using the electronic files supplied by the Purchaser, unless requested otherwise in writing by the Purchaser. Contractor shall have the technological capability to produce and store electronic files and hard copies of documents. Contractor shall be able to save documents in a PC compatible format and shall have the ability to create and manipulate .pdf files. Purchaser may request other commonly used formats, including plain text (.txt), rich text format (.rtf), OpenDocument Text (.odt), Microsoft Excel files, Microsoft Publisher files, zipped files (.zip), etc. for their translation projects. The primary formats used by Purchaser are MS Word and PDF.
- 2.26. **TRANSLATION MEMORY SYSTEMS.** Contractor shall employ Translation Memory Systems/software/database as much as possible, including but not limited to, for large blocks of text, to identify exact match of previously translated terms, and for sentences and blocks of text to create and maximize efficiency, consistency, and accuracy as a part of a review process. Should such blocks of text require corrections, the corrected text shall be saved and used for future use. Contractor shall ensure that Translation Memory Systems are utilized to the optimal extent to increase efficiencies and reduce costs to Purchaser, unless Purchaser requests otherwise.
- 2.27. **MEETINGS.** Contractor shall meet with Purchaser and/or Enterprise Services upon request, to review compliance with the terms of the Contract and to discuss service performance issues. Any

performance issues that cannot be resolved by the Purchaser and the Contractor will be forwarded to Enterprise Services for corrective action.

- 2.28. **COMPLETION AND COMPENSATION.** Compensation is based on performance; performance includes the completion of the translation work, as well as, delivery time of the translation work. Contractor compensation is based on price per English word translation, or where applicable, the project minimum price (or per page minimum for Category 5), whichever is greater per request, plus any additional charges for desktop publishing, proof reading, rekeying, and/or keying-in and formatting previously transcribed client letters (Category 7). The Contractor and Purchaser shall establish the scope of work prior to initiating the order. The Contractor may not charge any costs or fees to the Purchaser other than those listed in *Exhibit B* and the Contractor may not exceed the rates listed in *Exhibit B*. The Contractor receives full compensation when completed projects are returned by the established deadlines based on the agreed upon turnaround time for the order place. Projects are considered complete when: all requested language documents have been submitted to the Purchaser and all requested language documents are technically accurate, meaning linguistically accurate, translated consistent with any applicable Purchaser glossary, or glossaries, created using the correct fonts, formatted correctly, and are machine readable/able to be opened and printed. If upon receipt of the requested translations, the Purchaser determines that any of the documents are “technically inaccurate,” the delivery date and time stamp will be changed to the date and time when technically accurate documents are delivered. Per word rates are listed in *Exhibit B*. The Microsoft Word word count function will be used to confirm the number of English words. Contractor is required to return completed translation regardless of compensation table. Contractor will receive compensation for completed projects returned late (after the required timeframes) according to the following compensation table:

Project Return: Business Days Late	Compensation % of Contract Rate: Greater Than Ten Day Order	Compensation % of Contract Rate: Ten-Day Order	Compensation % of Contract Rate: Six-Day Order	Compensation % of Contract Rate: Three-Day Order	Compensation % of Contract Rate: One-Day Order
1	95%	95%	90%	75%	50%
2	85%	85%	80%	50%	25%
3	75%	75%	70%	25%	10%
4	65%	65%	55%	10%	No Compensation
5	55%	55%	35%	No Compensation	
6	45%	45%	25%		
7	35%	35%	10%		
8	25%	25%	No Compensation		
9	15%	10%			
10	10%	No Compensation			
11	5%				
12	No Compensation				
13					
14					
15					

- 2.29. **TRACKING REPORT.** Contractor shall submit a report to Purchaser per category, titled “Category ‘X’ Tracking Report” with each invoice. Additionally, Contractor shall submit a tracking report on a quarterly basis to Purchaser. Reports shall be in Microsoft Excel format and shall reference the report period and the translation Contractor’s name at the top of the first page of the report. Purchaser shall identify reporting specifics, such as templates, cadence, persons, etc.
- 2.30. **CONTRACTOR SHALL MAINTAIN AN EMERGENCY RECOVERY PLAN.** Contractor shall maintain a valid emergency recovery plan.
- 2.31. **COMPLIANCE.** Contractor shall ensure compliance with language access mandates of Title VI of the Civil Rights Act of 1964, the American with Disabilities Act, and other state and local laws.

3. Contractor’s Qualifications

- 3.1. Contractor has a minimum of five (5) years of industry experience with translation services as described in this Contract.
- 3.2. Contractor shall provide translation services for the Principal Languages in the anticipated volume per category for the category, or categories, awarded.
- 3.3. Contractor must have the experience and resources necessary to handle the estimated volume of translations for the category, or categories, awarded.
- Category 6 – Translations for Emergency and Urgent Situations: estimated volume cannot be calculated for this category due to the nature of the circumstances under which this category would be utilized.
- 3.4. Translator Certifications and Qualifications:
- Categories 1 through 7:
 - I. Prior to any translator performing services for this Contract, the Contractor shall verify and/or perform an assessment to determine if the translator is approved and qualified. A qualified translator is a translator who has passed a qualification examination offered by a testing program or translation agency. Upon Purchaser request, Contractor shall provide proof of the translator’s qualifications, including but not limited to, the means of verification the Contractor is using to assess translator qualifications. Should Contractor be unable to meet this requirement, Contractor will be placed into a corrective action plan. Contractor shall comply with Purchasers’ certification requirements, which includes, but is not limited to the following entities:
 - i. [AMERICAN TRANSLATION ASSOCIATION \(ATA\)](#). The ATA is a professional association of translators and interpreters in the U.S. with over 11,000 members in more than 90 countries. ATA's primary goals include fostering and supporting the professional development of translators and interpreters and promoting the translation and interpreting professions.
 - ii. [LANGUAGE TESTING AND CERTIFICATION PROGRAM \(LTC\)](#). LTC is a Washington State Department of Social Health Services (“DSHS”) program that provides bilingual testing and certification services. Contractor’s translators performing work on this contract shall meet this requirement for DSHS and other state agencies as requested.

If the ATA or LTC does not provide testing services for the language requested by the Purchaser, at a minimum the work must be performed by a qualified translator as defined above. As such, the Contractor must have a process that includes training and a two-person quality assurance check system in place. The

translator must be certified by an accredited academic institution of higher education certificate or possess other verification of successful completion of an examination or test of written language fluency in both English and the other tested language(s), as well as have a minimum of two (2) years of experience in document translation.

If the ATA or LTC does not provide testing services for the language requested by the Purchaser, at minimum the work must be performed by a qualified translator as defined above. As such, the Contractor must have a process that includes training and a two-person quality assurance check system in place. The translator must be certified by an accredited academic institution of higher education certificate or possess other verification of successful completion of an examination or test of written language fluency in both English and the other tested language(s), as well as have a minimum of two (2) years of experience in document translation.

- II. All translators providing services under the Contract must also:
- i. agree to comply with the [Code of Ethics and Professional Responsibility](#) promulgated by the ATA
 - ii. possess subject matter competence – translators should have a deep understanding of the particular topic addressed in the source content, including familiarity with legal terminology, sentence structure, formats of legal documents and forms, etc.
 - iii. possess experience translating a variety of document types, including court forms, web content, posters, brochures, correspondence, etc.

PRINCIPAL LANGUAGES

The languages listed in the tables below are considered Washington States' Primary and Secondary Languages. Primary Languages are the most frequently requested languages. Secondary Languages are less frequently requested than Primary Languages, but common enough for Washington State to request separate prices from the "All Other Languages" price category. Upon request by Purchaser, Contractor shall provide translation services for all Primary and Secondary languages for the category, or categories, awarded.

Note: written word translation services are not limited to the languages listed here. Contractor may provide written word translation services for any other languages requested by Purchaser for which Contractor can meet the requirements of the Contract.

PRIMARY LANGUAGES

Amharic	Korean	Russian
Arabic	Lao	Rwanda
Burmese	Lingala	Samoan
Chinese-Cantonese	Mam	Somali
Chinese-Mandarin	Marshallese	Spanish / Spanish Creole
Chinese-Unspecified	Mixteco	Swahili
Chuuk / Chuukese (Trukese)	Mon-Khmer / Cambodian	Tagalog
Dari	Nepali	Tamil
Farsi	Oromo	Telugu
French/Patois/Cajun	Pashto	Tigrinya / Tigrigna
Hindi	Portuguese	Ukrainian
Japanese	Punjabi	Urdu
Karen	Romanian	Vietnamese

SECONDARY LANGUAGES

Albanian	Haitian Creole	Nuer
Armenian	Haka-Chin	Palauan
Bengali	Iran	Persian
Chamorro	Kanjobal	Sangho
Chinese-Simplified	Kannada	Soninke
Chinese-Traditional	Kinyarwanda	Sudanese
Congolese Swahili	Kirundi	Thai
Croatian	Kosraean	Tonga
Dinka	Kunama	Turkish
Dutch	Mixteco Bajo	Yapese
French Creole	Mongolian	

TRANSLATION PROOFREADING AND CORRECTIONS GUIDELINES FOR ALL CATEGORIES

Contractor shall follow the steps for the Translation corrections procedures and translations proofreading guidelines listed below.

PROCEDURES FOR CORRECTING TRANSLATIONS

(Must be followed by all translators of all languages)

Upon receiving reviewer's suggestions and comments, the translator will:

1. Check everything marked by the reviewer against original translation to determine the most accurate translation of words/phrases/sentences.
2. Write the following on the version with the reviewer's markings:
 - a. **"OK"** by the word/phrase/sentence suggested by the reviewer that **is adopted** by the translator;
 - b. **"1"** by the word/phrase/sentence suggested by the reviewer that **is not adopted** by the translator to indicate the original translation is good as is and will not cause any misunderstanding (refer to "Notes" in Translation Review Guidelines);
 - c. **"2"** by the word/phrase/sentence suggested by the reviewer that **is not adopted** by the translator to indicate the suggested change is the reviewer's regionalism or personal preference (refer to "Notes" in Translation Review Guidelines).
3. Revise/change translation based on what is determined to be the most accurate translation (see 1 and 2 above).
4. Return revised final hard copies, electronic files, and reviewer's version with translator's comments to the Translation Service Coordinator.

TRANSLATION REVIEW GUIDELINES

Check the translated document against the English version to identify translation errors, if any.

Clearly mark and indicate any changes, use different color.

- Identify the grammatical errors that **distort the intent** of the original English text and **suggest corrections**. Please give brief explanation for suggestion.
- Identify the words that **alter the meaning** of the original English words and **suggest corrections**. Please give brief explanation for suggestion.
- Identify the words that you think **clients will not understand** and **suggest alternative words**, and indicate what the original translation means.
- Circle **misspelled words** and indicate them by writing "spelling" beside them.

Notes:

1. **Do not** suggest any changes if translation is understandable to clients and will not cause any misunderstanding.
2. **Do not** suggest word changes based on regionalism or personal preference such as synonyms.

PURCHASER SPECIFIC REQUIREMENTS

Contractor shall follow the Purchaser Specific Requirements that correspond with the Purchaser making a request for services. As DSHS is likely to make up a significant proportion of the total number of purchases under this Contract, some of the DSHS specific requirements are included below. For all purchases from DSHS, Contractor shall comply with the following requirements, unless otherwise requested by DSHS. The following requirements do not apply to purchases by Purchasers other than DSHS; however, Contractor shall comply with any specific requirements requested by the Purchasers.

- I. [Exhibit E: Department of Social and Health Services Visual Communications Technical Standards and Foreign Language Font Specifications](#)
- II. [Exhibit F: Department of Social and Health Services Form 17 -120 \[Contractors will use this form to process information from the Purchaser\]](#)
- III. Purchaser may request Contractor to take additional measures or steps to protect client information. Purchaser may request Contractor review and sign documents like the ones listed below:
 - a. [Exhibit G: DSHS HIPAA Compliance](#)
 - b. [Exhibit H: DSHS Business Associate Agreement](#)

CATEGORY SPECIFICATIONS

DESCRIPTION

This section contains Category Specifications unique to each category. Contractor shall follow the applicable Category Specifications unless requested by the Purchaser in writing. If there are conflicting specifications, Contractor has the responsibility to seek clarification.

CATEGORY 6: TRANSLATIONS FOR EMERGENCY AND URGENT SITUATIONS

- 1 SCOPE OF WORK.** Translations for Emergency and Urgent Situations are emergency translation services required by the Washington Military Department's Emergency Management Division, the Washington State Department of Health, and other state and local organizations with first responder or emergency management related responsibilities during a disaster or emergency. This category is for translation of emergency communications that will be provided to the general public when public health and safety is at risk or potentially at risk, or there is an urgent need to respond in writing to the client community with Limited English Proficiency (LEP). The Contractor shall provide translation services under this category on an "urgent" basis, defined as within a four-hour window on a 24/7 basis. To the extent practicable, the Purchaser will provide notice to the Contractor whether translation services under this category will be required on a one-time basis, or an ongoing basis over a multiple-day period. The Contractor will receive requests in English that need to be translated into other languages as requested by the Purchaser.

The Contractor will perform translations of Fill-In Forms and Full Document Translation. Documents are typically 350 words or fewer. Translation projects may include: Evacuation Notices, Shelter Information, News Media Alerts and Press Releases, Public Health and Safety Notices, Social Media posts, Related Emergency Communication Materials, and other correspondence from the Purchaser.

1.1 Fill-In Forms. For fill-in translation requests, the Contractor is required to translate information for inclusion in printed forms or letters.

1.2 Full Document Translation. For full translation requests, the Contractor is required to translate the entire document being requested.

- 2 ESTIMATED VOLUME.** An estimated volume cannot be calculated for this category due to the nature of the circumstances under which this category would be utilized.
- 3 RESPONSE TIME.** If the Contractor cannot fill the request under this category, the Contractor shall let the Purchaser know within one (1) hour via telephone or email.
- 4 TURNAROUND TIME.** All requests received by the Contractor shall be considered emergent. Timelines for translation services will begin immediately after the Contractor notifies the Purchaser that it has accepted the request for translation services. The time required to transmit the information (email) from the requesting facilities and the Contractor is included.
- 5 COMPLETION AND COMPENSATION.** Due to the emergent nature of requests under this category, the Contractor and the Purchaser shall negotiate the date and time on which the translation request needs to be delivered to be considered on time. The Contractor will receive full compensation for projects completed on time. The Contractor will receive reduced compensation for late projects. All requests under this category will be treated as One-Day Orders for the purposes of determining the reduced compensation.
- 6 TRACKING SYSTEM.** The Contractor shall maintain their own tracking systems and shall electronically track all information related to requests from the Purchaser. The Contractor will be required to submit

this information as backup documentation with all invoices requesting payment for Category 6 services rendered.

- 7 ACCOUNT MANAGER.** The Contractor shall provide the Purchaser with the means to directly contact the account manager via email and telephone number on a 24/7 basis.

PRICES FOR GOODS/SERVICES

PRICE PER WORD. Contractor shall use English as the base language for calculating per word translation costs. Additionally, numerical characters (i.e., 1, 15) are considered words, symbols (e.g., &) are considered words, and dates written in numerical format will be treated as one word, (i.e., 3/20/1998 or 3-20-1998).

Category 6 – Translations for Emergency and Urgent Situations		Primary Languages Machine & Human Translation	Primary Languages Purely Human Translation	Secondary Languages Machine & Human Translation	Secondary Languages Purely Human Translation	All Other Languages Machine & Human Translation	All Other Languages Purely Human Translation
Description	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Translation Services	Price per English Word	\$0.11	\$0.19	\$0.12	\$0.21	\$0.13	\$0.23
Project Minimum	Price	\$65	\$65	\$65	\$65	\$65	\$65
Desktop Publishing	Hourly Rate	\$49	\$49	\$49	\$49	\$49	\$49
Proof Reading	Price per English Word	\$0.10	\$0.10	\$0.11	\$0.11	\$0.12	\$0.12
Rekeying	Price per English Word	\$0.10	\$0.10	\$0.11	\$0.11	\$0.12	\$0.12

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE.** Professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence or claim, \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Contract. The policy shall have an extended reporting period of not less than five (5) years after completion.
 - e. **CYBER RISK LIABILITY INSURANCE.** Cyber risk insurance, on a claims made form. The policy shall include coverage for liability as a result of a data security breach or violation of consumer data protection laws arising out of Services provided under this Contract and resulting Purchase Orders - Limits are \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for

the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** When specified as a required insurance coverage (see § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

Email: DESLanguageAccess@des.wa.gov
Note: The Email Subject line must state:
**Contract Insurance Certificate – Statewide Contract No. 03824 –
Translation Services – Written Word**
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to Enterprise Services. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *

DSHS WRITTEN LANGUAGE CODES

Language Code	Language Name	Primary	Active
AL	Albanian	no	yes
AM	Amharic	no	yes
AR	Arabic	no	yes
AE	Armenian	no	yes
BN	Bengali	no	yes
BL	Bulgarian	no	yes
BS	Burmese	no	yes
CA	Cambodian	yes	yes
CB	Cebuano	no	yes
CH	Chinese	yes	yes
CE	Creole specify	no	yes
CZ	Czech	no	yes
DN	Danish	no	yes
FA	Farsi	no	yes
FJ	Fijian	no	yes
FI	Finnish	no	yes
FR	French	no	yes
FC	French-Creole	no	yes
GE	German	no	yes
GR	Greek	no	yes
GJ	Gujarati	no	yes
HC	Haitian-Creole	no	yes
HI	Hindi	no	yes
HM	Hmong	no	yes
HU	Hungarian	no	yes
IB	Ibo	no	yes
IL	Ilocano	no	yes
IN	Indonesian	no	yes
IT	Italian	no	yes
JA	Japanese	no	yes
KO	Korean	yes	yes
LA	Laotian	yes	yes
MS	Marshallese	no	yes
NO	Norwegian	no	yes
OM	Oromo	no	yes
PA	Pashtu	no	yes
PO	Polish	no	yes
PG	Portuguese	no	yes
PJ	Punjabi	no	yes

RO	Romanian	no	yes
RU	Russian	yes	yes
SA	Samoan	no	yes
SC	Serbo-Croatian	no	yes
SV	Slovak	no	yes
SM	Somali	yes	yes
SP	Spanish	yes	yes
SI	Swahili	no	yes
SW	Swedish	no	yes
TA	Tagalog	no	yes
TM	Tamil	no	yes
TH	Thai	no	yes
TB	Tibetan	no	yes
TI	Tigrigna	no	yes
TN	Tongan	no	yes
TR	Trukese	no	yes
TK	Turkish	no	yes
UK	Ukrainian	no	yes
UR	Urdu	no	yes
VI	Vietnamese	yes	yes
VS	Visayan	no	no
ZU	Zulu	no	yes
HE	Hebrew	no	yes
DU	Dutch	no	yes
KU	Kurdish	no	yes
EN	English	no	yes
GN	Georgian	no	yes
CR	Chamorro	no	yes
NU	Nuer	no	yes
SD	Sudanese	no	yes
LV	Latvian	no	yes
MG	MongolianDoNotUse	no	no
TJ	Tajik	no	yes
KA	Karen	no	yes
IO	Ilongo	no	yes
NE	Nepali	no	yes
SH	Salish	no	yes
MN	Mandinka	no	yes
SO	Soninke	no	yes
DA	Dari	no	yes
SE	Sinhalese	no	yes
KI	Kirundi	no	yes
BU	Bhutanese	no	yes

MR	Marathi	no	yes
BO	Bosnian	no	yes
MI	Mien	no	yes
DI	Dinka	no	yes
MA	Mixtecoalto	no	yes
MB	Mixtecobajo	no	yes
SN	Shona	no	yes
CT	Croatian	no	yes
PL	Palauan	no	yes
MM	Malayalam	no	yes
LG	Lingala	no	yes
MD	Moldavian	no	yes
KH	Kashmiri	no	yes
WW	WarayWaray	no	yes
CI	Chin	no	yes
UZ	Uzbek	no	yes
PM	Pampanga	no	yes
KS	Kosraean	no	yes
KY	Kikuyu	no	yes
PE	Persian	no	yes
ML	Malay	no	yes
YR	Yoruba	no	yes
TE	Telugu	no	yes
BK	Bikol	no	yes
CM	Cham	no	yes
BA	Balochi	no	yes
CN	Cantonese	no	no
CC	ChiuChow	no	yes
KN	Kinaraya	no	yes
FU	Fulani	no	yes
KM	Kmhmu	no	yes
DZ	Dzongkha	no	yes
MC	Macedonian	no	yes
WO	Wolof	no	yes
ES	Estonian	no	yes
KL	Kayah	no	yes
SR	Serbian	no	yes
CK	Sorani	no	yes
RW	Kinyarwanda-Rwanda	no	yes
YP	Yupik	no	yes
BM	Bambara	no	yes
MU	Mam	no	yes
LT	Lithuanian	no	yes

TU	Turkmen	no	yes
HA	Haka-Chin	no	yes
PN	Pangasinan	no	yes
HS	Hausa	no	yes
MO	Mongolian	no	yes
KK	Kakwa	no	yes
KB	Kunama	no	yes
YA	Yapese	no	yes
AK	Akan	no	yes
EW	Ewe	no	yes
QU	Quechua	no	yes
AZ	Azerbaijani	no	yes
KJ	Kanjabal	no	yes
PH	Pohnpeian	no	yes
BI	Bini Edo	no	yes
SG	Sango	no	yes
KR	Kyrgyz	no	yes

DSHS VISUAL COMMUNICATIONS TECHNICAL STANDARDS AND FOREIGN LANGUAGE FONT SPECIFICATIONS



DSHS Visual Communications Technical Standards

For DSHS Publications translations

Updated April 2019

- Translation of any new or revised DSHS Publication will be made using the electronic files supplied by DSHS Visual Communications. No files from any other source should be used.
- All translated publication files must be sent to Visual Communications only; no other recipient will receive publication translations, unless requested or approved by DSHS Visual Communications.
- All publications shall be produced using the language-specific fonts identified in the Foreign Language Font Specifications.
- All electronically-produced publications must use one of the following MAC applications: Adobe InDesign CC for Mac, or Microsoft Word (Office 2016 for Mac or newer). Most files submitted for translation are native InDesign files.
- Translated text cannot be a PICT, TIFF, EPS, or scrapbook file that has been placed into an InDesign document.
- Follow format (spacing, placement, column width, etc.) of original document closely when laying out. Do not replace or change graphics files (EPS, TIFF, etc.).
- Do not translate text that is part of a logo or proper names, addresses, telephone numbers, fax numbers, WAC (Washington state laws) codes, etc.
- Translations must be submitted to DSHS in native file format (InDesign CC 2018 Mac or newer) and PDF format as well. No crop marks or printing marks should be in the PDF. All fonts that are in publication shall be embedded in the PDF as well as supplied in the InDesign package for the publication.
- Most DSHS publications have publication numbers on them. The translation vendor should use the DSHS Common Language Data Codes for specifying non-English languages. Here are samples showing the insertion point of the language code:

Example of publication number for English publication: **DSHS 22-531 (5/19)**

Example of publication number for Cambodian translation: **DSHS 22-531 CA (5/19)**

And for publication revisions:

Example, including a revision date, for English: **DSHS 22-310 (Rev. 5/19)**

Example, including a revision date, for Chinese: **DSHS 22-310 CH (Rev. 5/19)**

NOTE: Do not mix fonts of different foreign languages in the same document, unless requested. For example, do not mix Korean and Laotian fonts in the same document (unless required).

DSHS Visual Communications

Foreign Language Font Specifications

For DSHS Publications translations

Updated **April 2019**

Apps: **Adobe InDesign CC 2018 for Mac** (or newer)
(and **Microsoft Office 2018 Mac**, when requested)

All fonts must be Mac-compatible (Mac Operating System OS 10.x and Adobe InDesign CC 2018).

For the languages below, only fonts on this list can be used. No other fonts or font formats will be accepted for these languages. DSHS Visual Communications can supply some fonts to qualified vendors if needed. Thank you.

As new fonts are selected for use, they will be added to this list.

DSHS Visual Communications supplies some fonts to translation vendors for use only in DSHS publication translations.

NOTE: Include language fonts in InDesign file packages when translations are submitted back to DSHS Visual Communications.

Cambodian

Font names:

Aksar Jhar

Available from: DSHS Visual Communications. P.O. Box 45120, Olympia WA 98504-5120, **360-902-7836** or 360-902-7840.

Comments or style(s): Aksar Jhar is a True Type font.

Chinese (Traditional Chinese for DSHS translations)

Font names:

PingFangTC

HeitiTC

~~Apple LiSung Light~~ Do not use.

~~Apple LiGothic Medium~~ Do not use

Vendor: Apple Inc.

Comments or style(s): Ping Fang TC and Heiti TC are Mac OS 10.X True Type system fonts.

Korean

Font names:

AppleGothic

AppleMyungjo

Vendor: Apple Inc.

Comments or style(s): Apple Gothic and Apple Myungjo are Mac OS 10.X TrueType system fonts.

Laotian

Font names:

Lao MN family

Lao Sangram MN family

Laohelv

Lao Helvetica (preferred)

Vendor: Apple Inc.

Comments or style(s): Lao MN and Lao Sangram MN are Mac OS 10.X system fonts

Available from: DSHS Visual Communications. P.O. Box 45120, Olympia WA 98504-5120, **360-902-7836** or 360-902-7840.

Comments or style: for **LAOHELVP.TTF**

Russian, Vietnamese

Font names:

Lucida Grande

Lucida Grande Bold

Lucida Sans Std Roman

Lucida Sans Std Bold

Gentium

Gentium Plus

Adobe Myriad Pro (*for Russian only*)

Vendors:

Apple Inc.

Comments or style(s): Lucida Grande fonts are Mac OS 10.X system fonts.

Adobe Inc.

Comments or style(s): Adobe Myriad Pro (for Russian only), Open Type font.

Download Gentium fonts at no cost:

<https://software.sil.org/gentium/download/>

For all other languages

NOTE: Include language fonts in InDesign file packages when translations are submitted back to DSHS Visual Communications.

Contact DSHS Visual Communications. P.O. Box 45120, Olympia WA 98504-5120, **360-902-7836** or 360-902-7840 with any questions.

DEPARTMENT OF SOCIAL AND HEALTH SERVICES FORM 17 -120



Client Specific (Category 5) Translation Request



DATE ORDERED

Note: This is for Category 5 requests and must be sent via secure email only.

To:

- ☐ Prisma wa.translations.cat5@prisma.com
☐ Ad Astra Translation@ad-astrainc.com
☐ Avantpage destranslations@avantpage.com
☐ Dynamic stateorders@dynamiclanguage.com
☐ Off Contract Vendor

Note: Choose only one vendor per request.

REQUESTOR'S NAME	
From:	
ADMINISTRATION / DIVISION / OFFICE	
ADDRESS	
MAIL STOP	TELEPHONE NUMBER (WITH AREA CODE)
EMAIL ADDRESS	
FAX NUMBER	

ORDER TRACKING NUMBER	FORM OR LETTER NUMBER (IF APPLICABLE) (E.G., 14-001, 02-001)	RUSH	CLIENT IDENTIFIER	FOR CONTRACTOR USE ONLY				
				FILL-IN, FULL	TRANSLATOR ID	WORD COUNT	COST	DATE RETURNED
		☐		☐ FILL-IN ☐ FULL				
LANGUAGE								
		☐		☐ FILL-IN ☐ FULL				
LANGUAGE								
		☐		☐ FILL-IN ☐ FULL				
LANGUAGE								
		☐		☐ FILL-IN ☐ FULL				
LANGUAGE								
SPECIAL REQUIREMENTS								
Please Note: There will be an extra fee for RUSH service.				TURNAROUND TIME FRAMES (WORKING DAYS)				
Fill-In Translations: Principal languages*				NORMAL 1 day RUSH Not available				
All other languages				3 days 2 days				
Full Translations: Principal languages*				5 days 2 days				
All other languages				7 days 3 days				
FOR CONTRACTOR USE ONLY								

* Principal languages are Amharic, Arabic, Burmese, Cambodian (Khmer), Chinese (Traditional and Simplified), Farsi (Persian), French, Karen, Korean, Lao, Marshallese, Nepali, Oromo, Pashto, Punjabi, Russian, Somali, Spanish, Swahili, Tagalog, Tigrigna, Trukese, Ukrainian, Urdu, and Vietnamese.

DSHS 17-120 (REV. 02/2025)

DSHS HIPAA COMPLIANCE

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

1. 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.
- 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.
2. **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.
3. **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 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;
 - (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.

4. 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 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).

5. **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).
6. **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).
7. **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.
8. **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.
- 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.

9. 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.

DSHS BUSINESS ASSOCIATE AGREEMENT

 Washington State Department of Social & Health Services	Business Associate Agreement	DSHS Contract Number: Click here to enter text. Resulting From Procurement Number: Click here to enter text.
This Agreement 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: Click here to enter text. Contractor Contract Number:
CONTRACTOR NAME Click here to enter text.		CONTRACTOR doing business as (DBA) Click here to enter text.
CONTRACTOR ADDRESS Click here to enter text. Click here to enter text., Click here to enter text. Click here to enter text.		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) Click here to enter text. DSHS INDEX NUMBER Click here to enter text.
CONTRACTOR CONTACT Click here to enter text.	CONTRACTOR TELEPHONE Click here to enter text.	CONTRACTOR FAX Click here to enter text.
DSHS ADMINISTRATION Click here to enter text.		DSHS DIVISION Click here to enter text.
DSHS CONTACT NAME AND TITLE Click here to enter text. Click here to enter text.		DSHS CONTACT ADDRESS Click here to enter text. Click here to enter text., Click here to enter text. Click here to enter text.
DSHS CONTACT TELEPHONE Click here to enter text.	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS Click here to enter text.
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Click here to enter text.		CFDA NUMBER(S) Click here to enter text.
CONTRACT START DATE Click here to enter text.	CONTRACT END DATE Click here to enter text.	CONTRACT MAXIMUM AMOUNT Click here to enter text.
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: ☐ Exhibits (specify): ☒ No Exhibits.		
The terms and conditions of this Agreement 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 Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.		
CONTRACTOR SIGNATURE Click here to enter text.	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE Click here to enter text.	PRINTED NAME AND TITLE	DATE SIGNED

Standalone Business Associate Agreement

1. **Purpose.** The purpose of this Agreement is to establish a Business Associate relationship between the Contractor and the Department and to set forth the Parties' understanding with regard to the Business Associate's Use and Disclosure of Protected Health Information (defined below) in accordance with the business associate agreement requirements of the Health Insurance Portability and Accountability Act of 1996.
2. **Definitions.** The words and phrases listed below, as used in this Agreement, shall each have the following definitions:
 - a. "Agreement" or "Contract" 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. This Agreement incorporates by reference all Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA, as defined below.
 - b. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
 - 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. "Business Associate," as used in this Agreement, 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 owners, directors, partners, employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors. A Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, as defined below. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - e. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
 - f. "CFR" means the code of federal regulations. All references in this Contract to CFR titles, parts, subparts, or sections shall include any successor, amended, or replacement regulation or interim Office of Management and Budget (OMB) circular.
 - g. "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, "PHI" and

- "Personal Information," defined below.
- h. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - i. "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.
 - j. "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.
 - k. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - l. "Electronic Protected Health Information (ePHI)" means Protected Health Information, defined below, that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
 - m. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
 - n. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
 - o. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH"), and all applicable implementing regulations, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"), Notification in the Case of Breach of Unsecured Protected Health Information ("Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule") found at Title 45, Parts 160 and 164 of the Code of Federal Regulations, dealing with the security, confidentiality, integrity and availability of protected health or health-related information, as well as breach notifications (all such laws and regulations shall be collectively referred to herein as "HIPAA").
 - p. "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).
 - q. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

- r. "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, any financial identifiers, or as included in RCW 42.56.230.
- s. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
- t. "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.
- u. "Protected Health Information (PHI)" means individually identifiable health information (including ePHI) created, received, maintained or transmitted by a 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. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. PHI does not include Information regarding a person who has been deceased for more than 50 years; employment records held by Covered Entity in its role as employer; or Education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g and student records described at 20 U.S.C. 1232g(a)(4)(B)(iv).
- v. "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.
- w. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- x. "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.
- y. "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.
- z. "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. The term "Subcontractor" includes a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.

- aa. "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.
- bb. "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.
- cc. "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.
- dd. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.
- ee. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation.

3. Confidentiality.

- a. The Business Associate shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with Business Associate'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 Business Associate 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 Business Associate to employ reasonable security measures, as detailed below.

4. 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 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. The parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity that attempted but unsuccessful security incidents, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by Business Associate so long as no such incident results in unauthorized access, use or disclosure of PHI.
 - g. **De-identification of PHI.**
 - (1) **Creation and Use of De-identified Data.** In the event Business Associate wishes to de-identify PHI, it must first submit its proposed plan for accomplishing the conversion to DSHS for DSHS's approval, which shall not be unreasonably withheld provided such conversion meets the requirements of 45 CFR 164.514. Business Associate may use de-identified PHI only as directed or otherwise

agreed to by DSHS.

- (2) Re-identification Prohibited. Unless otherwise agreed upon by the parties, in the event that DSHS provides Business Associate with de-identified PHI, Business Associate shall not be given access to, nor shall Business Associate attempt to develop on its own, any keys or codes that can be used to re-identify the data.
- h. 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 in accordance with Section 20, Termination for Default. 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.
- i. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data 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;
 - (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.

5. 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 as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- (2) If the request for access to PHI in a designated record set is made by the Individual to the Business Associate, the Business Associate will refer the individual to DSHS. 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 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).

6. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
- a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;
 - b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.

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

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

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 9. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. Optical discs (CDs or DVDs) in local workstation optical disc drives. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication

mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- e. Paper documents. Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. Remote Access. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. Data storage on portable devices or media.
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Business Associate on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data with a key length of at least 128 bits
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Physically Secure the portable device(s) and/or media by:
 - i. Keeping them in locked storage 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 Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
 - (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be

transported outside of a Secured Area.

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

h. Data stored for backup purposes.

- (1) DSHS Data may be stored on portable media as part of a Business Associate's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 9.
- (2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Business Associate's existing, documented backup process for business continuity or disaster recovery purposes. Such media will be protected as otherwise described in this Agreement. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 9. Data Disposition.

8. 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 Business Associate, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data;
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data;
- d. DSHS Data will be stored in a database which will contain no non-DSHS data; or
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this Agreement.

9. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 7. Protection of Data b. Network server disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

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

10. **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 Agreement or not authorized by HIPAA 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.

- 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.
- 11. 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).
- 12. Obligations.** To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under 45 CFR, Part 164, Subpart E (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).
- 13. 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.
- 14. Assignment.** The Business Associate shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

- 15. Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Business Associate and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Business Associate, 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 Business Associate, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee. Covered Entity shall neither have nor exercise any control or direction over Business Associate. Business Associate shall avoid taking any action or making any representation or warranty whatsoever with respect to its relationship with Covered Entity which is inconsistent with its independent contractor status.
- 16. 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.
- 17. 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.
- 18. 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; or
 - d. Violated any applicable law or regulation.
- 19. 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. If applicable, the Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.
- d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
- e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, or under this Contract, including consequential and incidental damages.

20. 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: Confidentiality, Protection of Data, Data Disposition, Indemnification and Hold Harmless, Inspection, Maintenance of Records, Termination for Default, and Termination Procedure.

21. Subrecipients.

- a. General. If the Business Associate is a subrecipient of federal awards as defined by 2 CFR, Part 200 and this Agreement, the Business Associate 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 Business Associate 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 Business Associate and its Subcontractors who are subrecipients;

- (5) Comply with the applicable requirements of and any future amendments to either 2 CFR, Part 200, and any successor or replacement regulation or OMB Circular; 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.
- b. Single Audit Act Compliance. If the Business Associate is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Business Associate shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Business Associate 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 Business Associate has been paid unallowable costs under this or any Program Agreement, DSHS may require the Business Associate to reimburse DSHS in accordance with 2 CFR, Part 200.

22. Hold Harmless.

- a. The Business Associate shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Business Associate's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Business Associate or any Subcontractor. DSHS shall be responsible for and shall hold the Business Associate harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- b. The Business Associate 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.

23. Savings Clause and Termination.

In the event the federal or state laws are amended so that fulfillment of this Contract is not feasible or no longer necessary, both the Department and the Business Associate shall be discharged from further obligation created under the terms of this Contract, and Business Associate shall return or destroy all PHI received from the Department upon termination of the agreement, as provided above. If an existing or subsequent Business Associate Agreement is entered into by the Department and the Business Associate which supersedes this Contract, then this Contract is terminated in regard to superseded terms and conditions. The remainder of the provisions of this Contract intended to survive shall survive such termination if not superseded.

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

25. 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.

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

27. 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.

28. Automatic Amendment. Upon the effective date of any amendment to HIPAA, this Agreement shall automatically amend so that the obligations imposed on Business Associate remain in compliance with such regulations.

29. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA.

30. Integration. This Agreement contains the entire understanding between the parties hereto relating to the subject matter herein and shall supersede any other oral or written agreements, discussions and understandings of every kind and nature, including any provision in any services agreement. 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.

31. Conflicts. Any provision of the Program Agreement, any Exhibit, or any other underlying agreement that is directly contradictory to one or more terms of this

Agreement ("Contradictory Term") shall be superseded by the terms of this Agreement only to the extent of the contradiction, as necessary for the parties' compliance with HIPAA and to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.

- 32. Compliance with Applicable Law.** At all times during the term of this Contract, the Business Associate shall comply with all applicable federal, state, and local laws and regulations.