

## TRANSLATION SERVICES WRITTEN WORD

### I. GENERAL SPECIFICATIONS

**DESCRIPTION.** Contractors shall follow the General Specifications outlined below across all categories unless noted otherwise within this Contract, or by the Customer in writing. Contractor shall seek clarification as necessary

- 1 **RESPONSE TIME.** Contractor shall accept or reject the translation project and send notice to Customer via e-mail, fax, voicemail, or per method identified by Customer, within 4-business hours of receiving a request for translation. Any translation project rejected by the Contractor shall be accompanied with an explanation of why the Contractor is not able to perform the project. Customers will track rejected letters, and use them to determine contract compliance and future awards and projects.

1.1 **QUOTES:** Project quotes and estimates are offered to Customers free of charge.

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

2.1 **CALENDAR/TIME.** Turnaround times are based on Pacific Standard Time. Calendar days shall be calculated as Monday thru Friday, from 8:00 AM to 5:00 PM, excluding Washington State observed holidays.

2.2 **NORMAL TIMEFRAME.** Contractor shall complete and return translation projects within six (6) business days or earlier, from the date of request for “normal” timeframe translation requests. Contractor is granted one (1) business day grace period after the six (6) day period to correct any linguistic or formatting errors. In the event translation work requires more than one (1) day, the project will be deemed late and Late Fee Discounts will be applied per the schedule outline in the “Completion and Compensation” section.

2.3 **RUSH TIMEFRAME.** Contractor shall complete and return translation projects within three (3) business days or earlier, from the date of request for “rush” timeframe translation requests. Contractor is granted one (1) business day grace period after the three (3) day period to correct any linguistic or formatting errors. In the event correction work requires more than one (1) day, the project will be deemed late and Late Fee Discounts will be applied per the schedule outlined in the “Completion and Compensation” section. Rush Orders may be negotiated at the time of the request due to unique circumstances such as file size, further expediting the request, etc.

2.4 **RECEIPT TIME.** All requests received by Contractor after 3:00PM PST shall be considered “received” the next day’s business, excluding weekends and holidays.

2.5 **SUBMISSION TIME.** All categories, timelines for translation services will begin on the day the request is “received” by the translation Contractor and end on the day submitted. This does not include the delivery and mail times.

- 3 **ORDER PRIORITY.** Translation projects that are not accepted by Contractor will be offered to an alternate Contractor on 04218, as applicable. If none of the Contractors can complete the project in the required timeframes, the Customer may return to any of the applicable Contractors on 04218 to negotiate a longer timeframe to complete the project.
- 4 **INSTRUCTIONS WITH TRANSLATION REQUEST.** In addition to the requirements listed herein, Contractor shall comply with instructions provided with the translation requests by Customer.
- 5 **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.
- 6 **WRITTEN LANGUAGE CODES.** Use the approved language code, as identified by Customer during order placement.
- 7 **PRINCIPAL LANGUAGES.** Principal Languages are the most frequently requested languages. Contractor shall actively recruit, market and maintain an adequate pool of translators who can service these languages. Servicing Principal Languages is a mandatory performance indicator. Should Contractor fail to provide requested services for the Principal Languages, Contractor shall be put on corrective action plan. Escalating procedures may be put into place thereafter should Contractor fail the corrective action plan. A list of Principal Languages are listed in Exhibit B3.
- 8 **PREVIOUSLY TRANSLATED DOCUMENT UPDATES.** Contractor shall maintain “live files” of all projects they complete under this contract. Upon request of a previously translated document, the Contractor shall provide it to Customer at no additional charge. If Contractor is unable to produce previously translated documents to Customer, Contractor is responsible for reproducing the translations at no additional costs. Customer may, from time to time, request translation of new or changed text, and if necessary, re-key unchanged text in previously translated document. 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. Contractors 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.
- 9 **DO TRANSLATE.** Do translate below pieces of information, unless otherwise requested by Customer. Customer may request additional “Do Translate” sections within the document.
  - 9.1 **FORM TITLES.** Form titles shall be in English and translated, 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 unless otherwise noted (with the exclusion of lower left titles).
  - 9.2 **SECTION HEADINGS.** “For Office Use Only” should be translated as well as kept in English.
- 10 **DO NOT TRANSLATE.** Do not translate below pieces of information, unless otherwise requested by Customer. Customer may request additional “Do Not Translate” sections within the document.
  - 10.1 **LOGO TEXT.** Text that is part of a logo.

- 10.2 AGENCY, DIVISION, OFFICE. The name of the agency, division or office appearing at the top of a form *unless specified otherwise*.
- 10.3 UPPER RIGHT HAND CORNER. Boxes in the upper right-hand corner for information including i.e. CSO name, telephone number, case name or number and date which are used by the field staff unless specified otherwise.
- 10.4 CERTAIN ELEMENTS REMAIN IN ENGLISH. Proper names, addresses, telephone numbers, fax numbers, WAC codes, etc.
- 10.5 CERTAIN AREAS. Areas that are designated "For Office Use Only".

**11 QUALITY CONTROL REQUIREMENTS.** Contractor is required to review the work produced for the Customer prior to final submission. Contractor shall at minimum:

- 11.1 Compare translations to the original to ensure that document is linguistically accurate and consistent with formatting and technical specifications of the original document.
- 11.2 Ensure that reviewer/proofreader of the completed translation is of a similar qualification as a translator who performed the original translation.
  - Revise/change translation based on what is determined to be the most accurate translation.
  - Contractor shall keep records of the original translation and reviewer notes. Provide notes to Customer upon request.
- 11.3 Correcting projects with errors discovered by the Customer:
  - Return revised final hard copies, electronic files, and reviewer's version with translator's markings to the Customer.
  - If an error is discovered, the Contractor will make corrections without any additional costs. Such discoveries and corrections to documents can be requested at anytime; such corrections shall be completed within one week or earlier.

**12 ADDITIONAL GUIDES AND PROCEDURES.** Contractor shall be able to follow the guidelines outlined in the "Translation Proofreading Guidelines" and "Translation Correction Procedures."

**13 DELIVERY INFORMATION.** Contractors shall submit the following project delivery information with completed projects:

- 13.1 The date the project is returned to the Customer
- 13.2 The name (or unique identifier) of the translator who translated the document
- 13.3 The name (or unique identifier) of the reviewer who reviewed the translated document for accuracy
- 13.4 Any other comments/information related to the project

**14 QUESTIONS.** It is the responsibility of the Contractor to contact the Customer with any questions or clarifications related to the project such as the source document, formatting requirements, special instructions, etc.

**15 TOLL-FREE FAX.** Vendors shall maintain a toll free fax machine.

- 16 **ORIENTATION.** Contractor shall provide orientation to new employees or subcontractors before they work on translation projects under this contractual agreement. At a minimum orientation should include the Language Interpreter and Translator Code of Professional Conduct and this contract's 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.
- 17 **TRANSLATOR CERTIFICATIONS AND QUALIFICATIONS.** Prior to any translator performing services for this contract, the Contractor shall verify and/or perform an assessment and determine the translator as approved and qualified. A qualified translator is a translators who has passed a qualification examination offered by a testing program or translation agency. Should Contractor not be able to meet this requirement, Contractor will be placed into a corrective action plan. Contractor shall comply with Customers' certification requirements as specified by the Customer, which includes but is not limited to the following entities:
  - 17.1 **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.
  - 17.2 **LANGUAGE TESTING AND CERTIFICATION PROGRAM (LTC).** This is a Washington State 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 providing testing services for the language requested by the Customer, at minimum the work must be performed by a qualified translator as defined above. As such, the Contractor must have a process which 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 2 years' experience in document translation.

- 18 **STAFFING AND EQUIPMENT.** Vendor shall maintain sufficient staffing and equipment to provide products and services outlined in this contract. Contractor is expected to keep translation work and files in translation memory databases as transferable files.
- 19 **SECURE TRANSMISSION OF DOCUMENTS AND INFORMATION.** Any document having client specific information shall be securely transmitted electronically during receipt and submission. The Contractor may use standard email encryption or an approved secure server file transfer process.
- 20 **TRACKING SYSTEMS.** Customers may require Contractor to utilize an automated (online or web-based) tracking systems; Contractor shall comply with customer 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, Customer may request this information.
- 21 **TECHNOLOGICAL ABILITIES.** Contractor shall possess computer software capacity to meet specific translation category requirements, and anti-virus software. Translation of any new or revised document shall be made using the electronic files supplied by the Customer, unless requested otherwise in writing by the Customer. 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. Customers

may request other commonly used formats for their translation projects. Primary formats that Customers will use are MS Word and PDF, and other formats as requested by Customer.

- 22 **TRANSLATION MEMORY SYSTEMS.** Contractor shall employ Translation Memory Systems/software/database as much as possible, including but not limited to large blocks of text, to identify exact match of previously translated terms, 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 is utilized to the optimal extent to increase efficiencies and reduce costs to Customer.
- 23 **MEETINGS.** Contractor shall meet with Customer and/or Department of Enterprise Services (DES) 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 Customer and the Contractor will be forwarded to DES for corrective action.
- 24 **COMPLETION AND COMPENSATION.** Compensation is based on performance; performance includes the translation work as well as delivery time of product. Contractor compensation is based on per English word count or the page minimum whichever is greater per project. The projects may include a combination of typical translations, rekeying, proofreading, desktop publishing, etc., Contractor and Customer shall establish the scope of work prior to initiating the project. Contractor may not charge costs or fees to the Customer, all fees and costs shall be included in the per word rates. Contractor receives full compensation when completed projects are returned by the established deadlines. Projects are considered complete when, per earlier sections and in this Contract, all requested language documents have been submitted to Customer; and all requested language documents are technically accurate (i.e., created using the correct fonts, are formatted correctly, and can be opened and printed). Customer may adjust the completed date when work needs to be returned to Contractor for corrections. Per word rates are listed in *Exhibit B* of the Master Contracts. Microsoft Word count will be used to confirm the number of English words [MSWord Word Count Application readable statistics]. 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: Normal Timeframe	Compensation % of Contract Rate: Rush Timeframe
1	90%	75%
2	80%	50%
3	70%	25%
4	55%	10%
5	35%	No Compensation
6	25%	
7	10%	
8	No Compensation	

- 25 **CONTRACTOR SHALL MAINTAIN AN EMERGENCY RECOVERY PLAN.** Contractor maintain a valid emergency recovery plan.
- 26 **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.
- 27 **ADDITIONAL REQUIREMENTS.** Contractor shall be able to comply with the specific requirements outlined in additional exhibits.

## II. CATEGORY SPECIFICATIONS

### DESCRIPTION

This section contains Category Specifications unique to each category. Contractor shall follow specifications per listed category respectively unless requested by the State or Customer in writing. If there are conflicting specifications, Contractor has responsibility to seek clarification.

### CATEGORY 1: FORMS

- 1 **SCOPE OF WORK.** The translation requests of the written materials in the Forms Category are typically official or formal documents of the Customer entity. A Form is typically a document that collects or distributes information. Typically, the Customer use this these forms to grant or provide services to clients, or to administer or manage programs. Forms contain blank fields, check boxes, signatures blocks, etc. Forms are distributed both electronically and by hard copy; and clients return the documents via mail, fax, or secure email. Contractor shall ensure accurate and professional translations of the requested works. Contractor will receive electronic templates of the Forms in the original software in English that need to be translated into other languages as requested by the Customer.
- 2 **ESTIMATED VOLUME.** The estimated volume is over 1000 Forms per year; each Form will typically need to be translated into multiple languages. Each language is a translation request, Contractor will bill per language. For example, one Form may need to be translated into 8 languages, the Contractor will bill for those 8 languages.
- 3 **FORMATTING.** Translated forms shall match the format and design of the original English document as much as possible. Text formatting shall be exact, including tabs, indentations, bullets, margins, and copy justification, and shall remain consistent in leading, fonts and sizes throughout each document. Text in fields shall be small enough to accommodate fill-in for the fields. Most Forms shall have a customer logo, title, and coding line unless specified otherwise. All translated Forms shall state the language in English on the bottom left of the document.
- 4 **HOLE PUNCHES.** Translated forms requiring hole-punching shall conform to electronic template provided and all languages shall adhere to designated hole-punch areas.
- 5 **ENVELOPE WINDOWS.** Observe window envelope format designations exactly as provided on the electronic template. Window envelope formats adhere to U.S. Postal Service standards for the appropriate window envelope. If text other than the address appears in the window area, postal scanning equipment will reject the letter for hand sorting which may cause delays or loss of benefits

to clients. It is important that the fold line appear below the lower left corner of the window to ensure the form is folded correctly to fit the envelope.

- 6 **PDF DOCUMENTS.** PDF files are required. Some forms will have “fillable fields” in the original template. Any translation PDFs shall have corresponding fillable fields for inserting English language text.
- 7 **PC COMPATIBLE.** Electronically produced forms will typically be done using a PC Compatible format. Contractor will be informed of changes to software as soon as information regarding the new form designer software is available and utilized.
- 8 **TRANSLATION/ENGLISH PLACEMENT.** Some forms require translations and English text to appear on the same page. In those instances, the translated text shall appear above the corresponding English text. Customer will leave appropriate space above the English text to accommodate translations.
- 9 **ELEMENTS TO REMAIN IN ENGLISH.** Proper names, addresses, telephone numbers, fax numbers, WAC codes, and other fields as identified by the Customer shall be left in English. Contractor shall consult the Customer for clarifications.
- 10 **CATEGORY 1 EXAMPLE BELOW.** Example may not be to scale or a current document.



**STATEMENT FROM  
LANDLORD/MANAGER**

LOCAL OFFICE	TELEPHONE NUMBER
ACES CLIENT IDENTIFICATION NUMBER	DATE
The Department of Social and Health Services is in the process of determining this client's eligibility. Please provide the information requested below.	
FINANCIAL SERVICES SPECIALIST'S SIGNATURE	

**PROPERTY OWNER OR AUTHORIZED MANAGER:**  
Complete all sections below with only the information you know to be true. Write "unknown" to questions you cannot answer. (Do not leave any box blank.)

**A. Rental or leased unit and tenant information:**

1. STREET ADDRESS	APARTMENT (APT) NUMBER	Attach more pages if needed.
CITY	STATE ZIP CODE	
2. TENANT'S NAME		
3. DATE MOVED IN	4. TYPE OF RESIDENCE	

**B. Rent information:**

6. NAME OF PERSON(S) PAYING THE RENT	7. CURRENT RENT AMOUNT	8. DATE THIS AMOUNT STARTED	9. DO THEY PAY BY CHECK?
10. ANSWER THESE QUESTIONS BY CHECKING:			
YES NO			
Does the tenant pay only a portion of the rent? .....		How much: \$ _____	
Is this subsidized housing? .....		What agency: _____ How much: \$ _____	
Is someone else paying part or all of the rent? .....		What agency: _____ How much: \$ _____	

**C. Utilities information: Mark the box(es) that apply.**

11. The main source of heating for this residence is:	14. Are all utilities included in the rent? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Electric <input type="checkbox"/> Wood	If NO, mark the box(es) the tenant pays for:
<input type="checkbox"/> Gas	
<input type="checkbox"/> Propane	
<input type="checkbox"/> Other (specify): _____	
	<input type="checkbox"/> Electric <input type="checkbox"/> Water/sewer
	<input type="checkbox"/> Gas <input type="checkbox"/> Telephone

15. LANDLORD/MANAGER'S NAME	<b>16. Property Owner's Name</b>	
STREET ADDRESS OR PO BOX NUMBER	OWNER'S NAME	
CITY STATE ZIP CODE	STREET ADDRESS OR PO BOX NUMBER	
WORK TELEPHONE NUMBER HOME TELEPHONE NUMBER	CITY STATE ZIP CODE	
LANDLORD/MANAGER SIGNATURE DATE	WORK TELEPHONE NUMBER	HOME TELEPHONE NUMBER

HS 14-224 (X) (REV. 05/2005) TRANSLATED



## CATEGORY 2: PUBLICATIONS

- 1 **SCOPE OF WORK.** The translations request of the written materials are typically official and formal by nature. A publication is typically an information-sharing document from the Customer, intended for the distribution to the client community. Publications need to be accessible per the Americans with Disability Act (ADA) requirements. Contractor shall ensure accurate and professional translations of the requested works. Contractor will receive Publications in English that need to be translated in other languages as requested by the Customer.
- 2 **ESTIMATED VOLUME.** The estimated volume is 500 Publications per year. Each Publication will need to be translated into multiple languages. Each language is a translation request, Contractor will bill per language. For example, one publication may need to be translated into 8 languages, the Contractor will bill for those 8 languages.
- 3 **FILE SOURCE.** Translation of any new or revised Publication shall be made using the electronic files supplied by the Customer. Translated documents shall match the format and design of the original English document as much as possible. Text formatting shall be exact, including tabs, indentations, bullets, margins, and copy justification, and shall remain consistent in leading, fonts and sizes throughout each document. Upon request by Customer, text in fields shall be small enough to accommodate fill-in for the fields. Most Publications shall have a state agency logo, title, and coding line unless specified otherwise. All Publications shall state language in English on the bottom left of the document.
- 4 **PUBLICATION SPECIFICS.** Customers will provide to the Contractor specific instructions and materials for proper formatting of the publication such as fonts, colors, images, graphics, etc. Contractor shall provide translation in the requested language(s), fonts, and styles. Should there be question or clarifications required from the translation work request, it is the Contractor's responsibility to clarify.
- 5 **COMPUTER APPLICATIONS.** Each Customer will outline details and specifications per request, and may come through either Macintosh or PC operating systems. All electronically produced publications requests will primarily be through one of the following applications:
  - 5.1 Adobe InDesign,
  - 5.2 Adobe Illustrator,
  - 5.3 Adobe Freehand MX,
  - 5.4 Microsoft Word.

Customer will provide additional instructions and specifications with each translation request; it is the Contractor's responsibility to seek clarifications. Contractor may receive requests in multiple formats. For example, a translation request may include the following procedures. Contractor may receive requests in two (2) English source document files, one in InDesign, and one in MS Word. The Contractor will be required to translate the MS Word file and return it to Customer within the contractual timeframes. This document will go through usability testing. Any edits identified through this review process will be returned to the Contractor to use to finalize the documents.

## 6 FILE TYPE.

- 6.1 Unless specified Customer, the translated text cannot be a PICT, JPEG, PDF, TIFF, EPS, or scrapbook file that has been placed into an InDesign document. Translations are required also in PDF format.
- 6.2 Translated text shall be Adobe Acrobat 8.0 compatible, and they should be formatted for web (Internet) presentation.
- 6.3 For web presentations, crop marks or printing marks should not appear on the page in the PDF document. The page size and orientation of the PDF should be the same as the publication.
- 6.4 Contractor are required to embed all fonts that are in publications into the PDF. There may be exceptions such as submitting the translation in other formats, such as PDF, and placing that translation in an InDesign document, such exceptions will be specified by Customer.
- 6.5 All files shall be available for delivery to purchaser in the native format from the required font plug-in/program/operating system.

**7 FORMATTING.**

- 7.1 Contractor shall follow the format (spacing, placement, column width, etc.) of the original documents closely. Do not replace or change any graphics files (EPS, TIFF, etc.) unless requested by Customer.
- 7.2 Customer publication numbers are specific; Contractor shall follow the Data Codes and specifications as requested by Customer.
- 7.3 Clarification of digits to be used for indication of year: a four-digit year code is used for Forms and a two-digit year code is used for Publications. Any exceptions to the above standards will be noted on the General Translation Services Request form (or its equal).

**8 CATEGORY 2 EXAMPLE BELOW.** Example may not be to scale or a current document.

Hãy đến tham dự các sự kiện lớn này ...

## Sự Kiện Về Cơ Hội Tuyển Dụng và Nguồn Lực 2018



### Ngày 12 Tháng Sáu

10 a.m. đến 2 p.m.  
Seattle Center -  
Armory Lofts 3 and 4  
(2nd floor)  
305 Harrison St.  
Seattle, WA 98109  
[www.seattlecenter.com](http://www.seattlecenter.com)

### Ngày 11 Tháng Bảy

10 a.m. đến 2 p.m.  
Highline Community  
College  
Building 8 - Student  
Unions Building  
Mt. Constance / Olympus Room  
2400 S. 240th St.  
Des Moines, WA 98198  
[Highline.edu](http://Highline.edu)

- Các nhà tuyển dụng sẽ có mặt và sẵn sàng tuyển dụng quý vị!
- Kết nối giữa việc làm với các nguồn lực huấn luyện có thể giúp tạo dựng tương lai của quý vị.
- Tư vấn miễn phí về các kỹ năng viết lý lịch và phỏng vấn được cung cấp bởi Dress for Success.
- Gởi mời tìm việc dành cho mỗi người tham dự!
- Vé Đậu Xe Miễn Phí

Để biết thêm thông tin, xin email cho chúng tôi tại [jobhelp@dshs.wa.gov](mailto:jobhelp@dshs.wa.gov)



(Vietnamese)

Cơ quan này tạo cơ hội bình đẳng cho tất cả mọi người.



Washington State Dept. of Social and Health Services  
PO Box 45440  
Olympia, WA 98504-5440

## Sự Kiện Về Cơ Hội Tuyển Dụng và Nguồn Lực 2018

Ngày 12 Tháng Sáu -  
Seattle Center  
Ngày 11 Tháng Bảy -  
Highline Community College



**ទឹកប្រាក់នៃអត្ថប្រយោជន៍ផ្នែកអាហារ**

អត្ថប្រយោជន៍ប្រចាំខែនៃអត្ថប្រយោជន៍សម្រាប់សេវាកម្មស្រាវជ្រាវ របស់អ្នកប្រតិបត្តិការប្រចាំខែ និងសេវាកម្មសម្រាប់សេវាកម្មស្រាវជ្រាវ

អត្ថប្រយោជន៍ប្រចាំខែនៃអត្ថប្រយោជន៍សម្រាប់សេវាកម្មស្រាវជ្រាវ ឆ្នាំ 2018 គឺ \$211។

លំដាប់	អត្ថប្រយោជន៍សម្រាប់
1	\$192
2	\$353
3	\$505
4	\$642

**អ្នកមិនចាំបាច់ជាមេត្តាសម្រេចសម្រាប់ការប្រើប្រាស់ប្រាក់ប្រចាំខែនៃអត្ថប្រយោជន៍ផ្នែកអាហារនោះទេ**

អត្ថប្រយោជន៍ប្រចាំខែនៃអត្ថប្រយោជន៍សម្រាប់សេវាកម្មស្រាវជ្រាវ អាចប្រើប្រាស់សម្រាប់ការប្រើប្រាស់ប្រាក់ប្រចាំខែនៃអត្ថប្រយោជន៍ផ្នែកអាហារ។ អត្ថប្រយោជន៍ប្រចាំខែនៃអត្ថប្រយោជន៍សម្រាប់សេវាកម្មស្រាវជ្រាវ អាចប្រើប្រាស់សម្រាប់ការប្រើប្រាស់ប្រាក់ប្រចាំខែនៃអត្ថប្រយោជន៍ផ្នែកអាហារ។

**តើខ្ញុំដាក់ពាក្យស្នើសុំដោយរបៀបណា?**

វិធីដែលងាយស្រួលបំផុតគឺដាក់ពាក្យស្នើសុំ គឺទៅលើគេហទំព័រ [www.washingtonconnection.org](http://www.washingtonconnection.org)

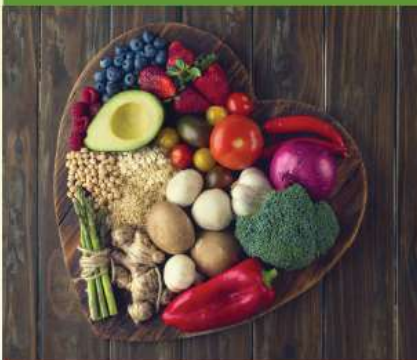


អ្នកក៏អាចដាក់ពាក្យស្នើសុំទៅក្រុមការងារសេវាសង្គមសហគមន៍របស់យើង ក្រុមការងារសេវាសង្គមសហគមន៍របស់យើង។



**ជម្រើសអាហារដែលមានសុខភាពល្អសម្រាប់ ចន្លោះប្រហោងដែល មានសុខភាពល្អជាងមុន**

**អាហារមូលដ្ឋាន**



**SNAP**

បន្ថែម  
អាហារបន្ថែម  
ជំនួយ  
កម្មវិធី

**CATEGORY 3: AUTO GENERATED TEXT**

- 1 **SCOPE OF WORK.** The translation request of the written materials in the Auto Generated Text Category are typically system supported language text block translations. Contractor shall ensure accurate and professional translations of the requested works. Contractor will receive requests in English that need to be translated in other languages as requested by the Customer.
- 2 **ESTIMATED VOLUME.** The estimated volume is over 200 supported language text block translation requests per year; each request will typically need to be translated into multiple languages. Each language is a translation request, Contractor will bill per language. For example, one job may need to be translated into 8 languages, the Contractor will bill for those 8 languages.
- 3 **ACES TEXT FONT SPECIFICATIONS.** Translations are mostly completed on PC based platform; Macintosh based platforms are rarely used. Contractor shall use the same platform as the Customer. Translated text blocks are the property of the Customer and shall be regularly distributed to the Customer in a format that is organized, identifiable and readily usable. Unless requested otherwise by Customer, use the following font specifications:

Language	Font Type	Font Size
Cambodian	Aksarjhar	14 Point
Chinese	Simsun	12 Point
Korean	Batang	12 Point
Laotian	Lao Helvetica	16 Point
Vietnamese	VNI Times	12 Point
Russian	Cyrillic II	12 Point
Somali	Times New Roman	12 Point
Spanish	Times New Roman	12 Point
Any English Text (including numbers)	Times New Roman	12 point

- 4 **STRICKEN TEXT OR OTHERWISE IDENTIFIED TEXT.** . English text (e.g., number, dates, etc.) that are stricken (i.e., has a line through it), in a different font or within brackets in the English version shall remain the same in the translated version of the text block or letter. For example, spacing needed for a date may look like the following in the English version: ~~A00/00/00A~~ or <A00/00/00A>; and is exactly how it should appear in the translated version as well.
- 5 **TEXT BLOCKS.**

5.1 Translated text blocks shall be formatted with the following margin specifications:

- .25" Top

- .25" Bottom
- .25" Left
- 1.75" Right

5.2 Some text blocks or parts of text blocks may be formatted as Microsoft Word Tables. These tables shall be preserved in the translated versions of the text blocks. Tables should not have any borders or shading.

5.3 Each translated text block shall be returned as an individual MS Word file. The text block number shall not be included with the translated text (as it appears in the English file), however, the text block number shall be used as the electronic title of the file.

6 **PROPER NOUNS.** All proper nouns (i.e., program names) should be translated.

7 **ACRONYMS.** If acronyms are used in the English version of the text block, the same acronyms shall be used in the translated version of the text block. For example, if the acronym TANF is used in the English text block it shall also be used in the translated text block (i.e., not translated as Temporary Assistance for Needy Families).

8 **WRITTEN LANGUAGE CODES.** Use the approved language code, as identified on the DSHS Written Language Codes listing, to be provided by DSHS, when abbreviating language names.

9 **ATTACHMENTS.** Letters may have attachments. Attachments are forms that print with the auto generated texts as a part of the letter. Attachments have form numbers. A page break is inserted to ensure that the attachment begins on the front of a new page. Letter attachments will likely be received in MSWord format. To accommodate the bar coding on letters, unless otherwise requested by Customer, the minimum margins on attachments shall be as follows:

1st page:

- Left = 1 inch
- Top = .33 inch
- Right = .33 inch
- Bottom = .33 inch
- Footer = .33 inch

Additional pages:

- Left = 1 inch
- Top = .5 inch
- Right = .33 inch

- Bottom = .33 inch
- Header = .5 inch
- Footer = .4 inch

Letters may be bar coded Inserts. Inserts are pre-printed forms/flyers that are stocked in the Mailroom. A bar code reader reads the printed marks in the left-hand margin of the letter to determine if the inserter machine should pick up and stuff one of the pre-printed forms to be mailed with the letters.

The specifications Contractors will be held to are listed above, unless otherwise requested by Customer. Should the work product not conform to the requirements listed or as requested by Customer, products will be returned to Contractor for corrections at Contractor's expense.

10 **CATEGORY 3 EXAMPLE BELOW.** Example may not be to scale or a current document.

**Text Block 2505006**

You are participating in [WorkFirst](#). Your cash benefits will continue as long as you keep participating and meet all other eligibility requirements. If you stop participating, your grant will be replaced with a [Child Safety Net Payment](#). [Child Safety Net Payments](#) go to a protective payee to pay for basic expenses for your children only. With a [Child Safety Net Payment](#), you do not receive any cash for your own expenses.

**Text Block 2505007**

Although you are not participating in [WorkFirst](#), you have vulnerable children in your home. Your cash benefits are being replaced with a [Child Safety Net Payment](#) for your children. [Child Safety Net Payments](#) go to a protective payee to pay for basic expenses for your children only. You will not receive any cash for your own expenses. If you decide to start participating, you may get more benefits. Let me know if you want help getting a job, or if you think you are participating with [WorkFirst](#) requirements.

**Text Block 2505005**

You are exempt from mandatory [WorkFirst](#) work requirements. You are exempt because you are:

A needy caretaker relative age [55](#) or older, or

Applying for [SSI](#) with the help of a [DSHS](#) facilitator, or

A disabled adult, or

Caring for a disabled child or child with special needs or caring for a disabled adult, or

A non-Indian adult caring for Indian children in Indian country.

Even though you are exempt and not required to participate, you can choose to work. Let me know if you want help getting or keeping a job.



#### **CATEGORY 4: GENERAL INFORMATION DOCUMENTS**

- 1 SCOPE OF WORK.** The translations request of the written materials in the General Information Documents Category are typically general information documents provided by Customer to limited English Proficient (LEP) populations. Documents can cover many different topics, including but not limited to technical, legal, educational, medical, economical, and other. To provide quality services under this category will require of translators knowledge of terminology in various fields. Contractor shall ensure accurate and professional translations of the requested works. Contractor will receive documents in English that need to be translated in other languages as requested by the Customer. Contractor will also receive requests to translate back into English the information entered into the document in foreign text.
  
- 2 ESTIMATED VOLUME.** The estimated volume is over 200 general information document requests per year, however, each document will typically need to be translated into multiple languages. Each language is a translation request, Contractor will bill per language. For example, one general information document may need to be translated into 8 languages, the Contractor will bill for those 8 languages.
  
- 3 CATEGORY 4 EXAMPLE BELOW.** Example may not be to scale or current document.

Dear Mr./MS:

Recent legislative changes to the State Supplemental Payment (SSP) program require that the Department of Social and Health Services (DSHS) expand the group of Supplemental Security Income (SSI) recipients who receive a SSP.

Because you get SSI and meet the SSP requirements, you are eligible to get an SSP payment. In November 2003, you will get one check for October, November, and December in the amount of **\$1,174**. Beginning **January** 2004, you will get an SSP check every month. The payment amount will be much less than the payment you receive in November. We will notify you of the amount of future payments in a separate letter.

Because the November check is so big, it could affect your eligibility for SSI in December by making you exceed the SSI resource limit. Exceeding the SSI resource limit could happen if you either do not spend the money you receive in November before the end of that month, or you buy things with the money that SSI counts towards the resource limit.

### **What is a resource?**

A resource is money or things that you own that can easily be sold to make money. Some examples of resources are: cash, money in bank accounts, property, stocks, and bonds.

### **Why are resources important in the SSI program?**

To get SSI your *countable resources* shall be \$2,000 or less for an individual or \$3,000 or less for a couple. This is the SSI resource limit. Countable resources are the things you own that count toward the resource limit. Many things you own do not count toward the resource limit.

Some examples of resources that do not count toward the resource limit are: the house you live in, your car if it is used for certain daily activities or if it is equipped for use by a handicapped person, life insurance policies with a face value of \$1,500 or less per person, burial plots for you or your immediate family, burial funds up to \$1,500 for you and your spouse, and property you or your spouse use in a business or job.

### **How does transferring a resource affect Medicaid coverage?**

Medicaid may not pay for certain health care costs if you or your spouse give away a resource or sell it for less than its worth.

What if I need more information about the affect of my SSP on my SSI eligibility?

If you have questions about the affect of your State Supplemental Payment on your SSI eligibility, please contact your local Social Sec

## **CATEGORY 5: CLIENT SPECIFIC OR LOCALLY GENERATED DOCUMENTS**

- 1 SCOPE OF WORK.** There are two subcategories of translation request of the written materials in the Client Specific/Locally Generated Documents Category: Fill-In and Full Translation. Contractor shall ensure accurate and professional translations of the requested works.

### **1.1 SUBCATEGORIES:**

**1.1.1 Fill-In.** Contractor is required to translate information for inclusion in printed forms or letters. Fill-in information is additional text, written in English, which is placed onto previously translated forms or text added to computer generated, previously translated letters produced by field offices (i.e., ACES, Provider1) or other pre-translated documents (templates). The majority of fill-in translation requests are for 75 words or less. Translated fill-in information shall be type written. Exceptions to this requirement will be made on a case-by-case basis and shall be authorized by the requesting office. It is estimated that 75% of client specific translation requests will be for fill-ins.

**1.1.2 Full Translation.** For full translation requests, translation Contractor is required to translate the entire document that is being requested. The majority of full translation requests are for client letters, client reports and legal documents. These documents are usually one page in length, consisting of 250 words or less; occasionally there are letters with more than 250 words. Customers of full translations may request that translation Contractor(s) retain completed work electronically for future fill-in purposes. It is estimated that 25% of client specific translation requests will be for full translations.

- 1.2 TRANSLATION ORDER.** The Customer will place translation request details and transfer the materials requiring translation through various methods such as fax or e-mail. Some customers will utilize a translation order form with their orders. Each Customer tracks projects using various methods. Orders will include the following information:

**1.2.1** Customer's name, office, address, telephone number and fax number;

**1.2.2** Date ordered and date due;

**1.2.3** Order number (assigned by the requesting office for the project being requested);

**1.2.4** Language requested;

**1.2.5** Type of translation (i.e., DSHS/Health Care Authority form number {e.g.,14-113}, ACES or Provider1 letter type {e.g. 006-01}, letter, report, legal document);

**1.2.6** Client identifier (i.e., client's last name or client's ID number), if applicable;

**1.2.7** Project priority (normal or rush); and

**1.2.8** Description and/or instructions for the project

1.3 PROJECT COMPLETION. Once the translation order is completed, the translation Contractor shall fax or e-mail the Translation Order Request with the completed translation and the original document to the Customer. The translation Contractor shall return the completed translation and related documents as identified by Customer. Translation Contractor is required to provide the following information with the completed project (as requested on the Translation Order Request):

1.3.1 Date the completed translation work is returned to Customer

1.3.2 Whether the work was a fill-in or full translation

1.3.3 Word count, based on English text

1.3.4 Charge for the completed order

1.4 TRANSLATION ORDER. The Customer requests will the following information:

1.4.1 Customer name, office, address, telephone number and fax number;

1.4.2 Date ordered and date due;

1.4.3 Order number (assigned by the Customer office for the project being requested);

1.4.4 Language requested;

1.4.5 Type of translation;

1.4.6 Client identifier (i.e., client's last name or client's ID number), if applicable;

1.4.7 Project priority (normal or rush); and

1.4.8 Description and/or instructions for the project.

2 **ESTIMATED VOLUME.** The estimated volume is over 84,000 requests per year. Client specific translation requests will be faxed or e-mailed directly to the translation Contractor.

3 **TURN-AROUND TIME.** Translation requests are to be completed based on below timelines, compensation and payments are based on the schedule outlined in the "Completion and Compensation" Section:

3.1 Calendar/Time. Turnaround times are based on Pacific Standard Time. Calendar days shall be calculated as Monday thru Friday, from 8:00 AM to 5:00 PM, excluding Washington State observed holidays.

3.2 NORMAL AND RUSH TIMEFRAME: FILL-IN TRANSLATION REQUESTS

3.2.1 Within one (1) business day for all **principal** languages identified in this category of work. Rush time frame may not be available for fill-in translation requests.

3.2.2 Within three (3) business days for all **non-principal** languages requested in this category of work. Turnaround time is two (2) business days for rush, fill-in translation requests.

**3.3 NORMAL AND RUSH TIMEFRAME: FULL TRANSLATION REQUESTS**

3.3.1 Within five (5) business days for all **principal** languages identified in this category of work. Turnaround time is two (2) business days for rush, full translation requests.

3.3.2 Within seven (7) business days for all **non-principal** languages requested in this category of work. Turnaround time is three (3) business days for rush, full translation requests.

3.4 Receipt Time. All requests received by translation Contractor(s) after 3:00 p.m. shall be considered as the next day's business, excluding weekends and holidays.

**4 FORMATTING.** Contractor shall write translated language in English on the lower left hand corner of each page of the translated text.

**5 COMPLETION AND COMPENSATION.** Compensation for Category 5 is based on a slightly different performance and delivery scale than categories 1-4. Compensation is based on performance; performance includes the translation work as well as delivery of product. Contractor compensation is based on per English word count or the page minimum whichever is greater per project. The projects may include a combination of typical translations, rekeying, proofreading, desktop publishing, etc., Contractor and Customer shall establish the scope of work prior to initiating the project. Contractor may not charge costs or fee to the Customer, all fees and costs shall be included in the per word rates. Contractor receives full compensation when completed projects are returned by the established deadlines. Projects are considered complete when, per earlier sections and in this Contract, all requested language documents have been submitted to Customer; and all requested language documents are technically accurate (i.e., created using the correct fonts, are formatted correctly, and can be opened and printed). Customer may adjust the completed date when work needs to be returned to Contractor for corrections. Per word rates are listed in Exhibit B of the Master Contracts. Microsoft Word count will be used to confirm the number of English words [MSWord Word Count Application readable statistics]. 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:

Principal - Fill In			Principal - Full Translation		
Project Return: Business Days Late	Compensation % of Contract Rate Normal Timeframe		Project Return: Business Days Late	Compensation % of Contract Rate Rush Timeframe	Compensation % of Contract Rate Normal Timeframe
1	50%		1	50%	90%
2	25%		2	10%	75%
3	10%		3	No Compensation	50%
4	No Compensation		4		30%

			5		10%
			6		No Compensation
<b>Non-Principal - Fill In</b>			<b>Non-Principal - Full Translation</b>		
Project Return: Business Days Late	Compensation % of Contract Rate Rush Timeframe	Compensation % of Contract Rate Normal Timeframe	Project Return: Business Days Late	Compensation % of Contract Rate Rush Timeframe	Compensation % of Contract Rate Normal Timeframe
1	50%	75%	1	50%	90%
2	10%	40%	2	25%	80%
3	No Compensation	10%	3	10%	65%
4			4	No Compensation	50%
			5		25%
			6		15%
			7		10%
			8		No Compensation

**CATEGORY 5 EXAMPLE BELOW.** Example may not be to scale or a current document.

KING NORTH/BALLARD  
P.O.BOX 34356  
SEATTLE WA 98124



Phone # 206-341-7424

TTY/TDD # 206-706-4254

Toll Free #

08/29/05

John Doe  
123 Main St.  
Olympia, WA 98504

Dear Mr. Doe:

Your benefits from the following program will end on 09/30/05: ( X ) Cash ( ) Food  
( X ) Medical ( ) Long Term Care

The reasons for this decision are:

The person listed as the head of household for your food assistance cannot get food assistance.

See WAC rule (Washington Administrative Code): 388-408-0035, 388-468-0005

We do not consider you a resident of Washington.

See WAC rule (Washington Administrative Code): 388-400-0005, 388-454-0015, 388-462-0015, 388-468-0005, 388-503-0505, 388-505-0110, 388-505-0210, 388-505-0220

You can check these rules online at <http://slc.leg.wa.gov/wacbytitle.htm> or view them at your public library reference desk. If you can't find this information, please call our office.

If you disagree with any of our decisions, you may ask to have your case reviewed. You can also ask for a fair hearing. Your fair hearing rights are included in this letter.

You can get automated information about your case by calling The Answer Phone at 1-877-980-9220. When you call, you will need to enter your client ID number, which can be found in the bottom right hand corner of this letter.

If you plan to get private medical insurance, your new insurance might need proof of your prior DSHS medical benefits. We can give you a certificate of coverage so your new insurance may cover pre-existing conditions. To request a certificate, you may call the MAA toll-free number 1-800-562-3022.

Please call me if you have any questions about this letter.

Jane Doe  
360-555-1234



## CATEGORY 6: TRANSLATIONS FOR EMERGENCY AND URGENT SITUATIONS

- 1 SCOPE OF WORK.** The translations request of the written materials in the Translation 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. Contractor shall ensure accurate and professional translations of the requested works. 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. Contractors agreeing to provide translation service under this category shall provide it on an "urgent" basis defined as within a four-hour window on a 24/7 basis. To the extent practicable, the Customer will provide notice to the Contractor(s) whether translation services under this category will be required on a one-time basis, or an ongoing basis over a multiple-day period. Contractor will receive requests in English that need to be translated in other languages as requested by the Customer.

Contractor will perform translations of for Fill-In Forms and Full Document Translation. Documents are typically will be 350 words or less. 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 customer correspondence.

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

1.2 Full Document Translation. For full translation requests, 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 that this category would be utilized.
- 3 RESPONSE TIME.** If Contractor cannot fill the request for client specific translations, Contractor shall let the Customer know within one (1) hour via telephone or email.
- 4 TURN-AROUND TIME.** All requests received by translation Contractor(s) shall be considered emergent. Timelines for translation services will begin immediately after the Contractor(s) notify the requesting organization that it has accepted the request for translation services. Time required to transmit the information (email) from the requesting facilities and the Contractor is not included.
- 5 COMPLETION AND COMPENSATION.** Contractor will be compensated for project based on per English word. Microsoft Word count will be confirmed using MSWord Word Count Application readable statistics. Contractor will receive full compensation for completed projects returned within the required timeframe. Customer considers translation projects to be complete when all requested language documents have been submitted to Customer, and all requested language documents are technically accurate (i.e., created using the correct fonts, are formatted correctly, and can be opened and printed). If upon receipt of the requested translations, it is determined that any of the documents are "technically inaccurate," the date and time stamp will be changed to the date and time in which technically accurate documents are delivered. Contractors will receive full compensation for projects completed on time; Contractor will receive reduced compensation for late projects on a scale determined by Customer prior to accepting project. It is the Contractor's responsibility to request this compensation table at the time of the project acceptance. Contractor may not receive compensation

for projects that are extremely late, however, contractor is required to submit the project to Customer regardless of the compensation schedule. Compensation is based on the table in Exhibit A of the Master Contract.

- 6 **TRACKING SYSTEM.** Contractor shall maintain their own tracking systems and shall electronically track all information related to requests, including all the information captured on the Translation Order Request form for all requests received by individual offices (requesters). Translation Contractor(s) will be required to submit this information as backup documentation with all invoices requesting payment for Category 6 services rendered.
- 7 **ACCOUNT MANAGER.** Contractor shall provide Customer with the means to directly contact the account manager via email and telephone number on a 24/7 basis.



## I. TRANSLATION PROOFREADING AND CORRECTIONS GUIDELINES

Contractor must follow the steps for the Translation corrections procedures and translations proofreading guidelines listed in the documents 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 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.

## **I. CUSTOMER SPECIFIC REQUIREMENTS**

- I. Customer Technical Standards
- II. Attachment B: Department of Social and Health Services Form 17 -120 and Healthcare Authority Translation Order Form. Contractors will use this form to process information from the Customer.
- III. Customers may request Contractor to take additional measures or steps to protect client information. Customers may request Contractor review and sign documents like the ones listed below, Contractor must at minimum comply and meet the expectations outlined within below documents:

# 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 TrueType font.

### Chinese (Traditional Chinese for DSHS translations)

Font names:  
PingFang TC  
Heiti TC  
~~Apple LiSung Light~~ Do not use.  
~~Apple LiGothic Medium~~ Do not use.

Vendor: Apple Inc.

Comments or style(s): PingFang TC and Heiti TC are Mac OS 10.X TrueType 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  
**Laohelvp**  
**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), OpenType 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.



# 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 TrueType font.

### **Chinese (Traditional Chinese for DSHS translations)**

Font names:  
PingFang TC  
Heiti TC  
~~Apple LiSung Light~~ Do not use.  
~~Apple LiGothic Medium~~ Do not use.

Vendor: Apple Inc.

Comments or style(s): PingFang TC and Heiti TC are Mac OS 10.X TrueType 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  
**Laohelvp**  
**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), OpenType 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.

# Translation Order Request

<b>TO:</b>						DATE ORDERED		DATE NEEDED BY								
						REQUESTOR'S NAME					<b>FROM:</b>					
						DIVISION										
						OFFICE NAME				MAIL STOP						
						TELEPHONE NUMBER (INCLUDE AREA CODE)										
						ADDRESS										
						EMAIL ADDRESS										
						FAX NUMBER				ORG INDEX CODE						
						<b>FOR CONTRACTOR USE ONLY</b>										
ORDER NUMBER	FORM/ACES LETTER NUMBER (E.G., 14-001, 02-001)	RUSH	ACES	HBE	CLIENT IDENTIFIER	FILL-IN, FULL	TRANSLAT OR CODE	WORD COUNT	COST	DATE RETURNED						
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Fill-in <input type="checkbox"/> Full										
LANGUAGE(S)																
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Fill-in <input type="checkbox"/> Full										
LANGUAGE(S)																
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Fill-in <input type="checkbox"/> Full										
LANGUAGE(S)																
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Fill-in <input type="checkbox"/> Full										
LANGUAGE(S)																
SPECIAL REQUIREMENTS																
<b>PLEASE NOTE:</b> There will be an extra fee for <b>RUSH</b> service.						TURNAROUND TIME FRAMES (WORKING DAYS)										
						<u>NORMAL</u>		<u>RUSH</u>								
FILL-IN TRANSLATIONS: Principal languages* .....						1 day		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 Albanian, Amharic, Arabic, Cambodian, Chinese, Farsi, Hmong, Ilocano, Japanese, Korean, Laotian, Oromo, Polish, Punjabi, Romanian, Russian, Samoan, Serbo-Croatian, Somali, Spanish, Tagalog, Tigrigna, Ukrainian, and Vietnamese.

## Administrative Policy No. 13.23

**Subject:** Identifying Business Associates and Business Associate Agreements

**Information Contact:** Central Contracts & Legal Services, MS45811

**Authorizing Source:** DSHS [Administrative Policy 5.01](#), Privacy Policy -- Safeguarding Confidential Information  
DSHS [Administrative Policy 5.03](#), Client Rights related to Protected Health Information  
DSHS [Administrative Policy 5.06](#), Use and Destruction of Health Care Information  
DSHS [Administrative Policy 13.10](#), Central Contracts & Legal Services  
DSHS [Administrative Policy 13.11](#), Monitoring Contractor Performance  
DSHS [Administrative Policy 13.08](#), Purchased Goods and Services  
HIPAA Rules – [45 CFR Parts 160, 162](#), and [164](#)  
[HITECH Act](#)

**Effective Date:** March 3, 2015 <sup>i</sup> Housekeeping 4/5/15

**Revised:** New

**Approved By:** original signed by Dana Phelps  
Senior Director for Policy and External Relations

**Sunset Review Date:** March 3, 2019

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### Purpose

To establish guidelines for Department of Social and Health Services (DSHS) to identify those relationships with vendors and other entities that meet the definition of a “business associate” under the [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\), Pub. L. 104-191](#), and to provide direction in establishing formalized business associate agreements. DSHS shall implement the required procedures and ensure documentation to establish satisfactory assurance of compliance. HIPAA requirements for business associates are addressed in the following federal regulations:

- [45 CFR 164.308\(b\)\(1\)–\(3\)](#) – HIPAA Security Rule Administrative Safeguards Business Associate Contracts and Other Arrangements
- [45 CFR 164.314](#) – HIPAA Security Rule Organizational Requirements Business Associate Contracts or Other Arrangements
- [45 CFR 164.502\(e\)\(1\)](#) – HIPAA Privacy Rule Uses and Disclosures of Protected Health Information: General Rules – Disclosures to Business Associates
- [45 CFR 164.504](#) – HIPAA Privacy Rule Uses and Disclosures: Organizational Requirements

These regulations define the concept of a business associate relationship and outline the required elements to be included in a business associate agreement. This policy, and any procedures or guidelines referenced, is intended for internal use only. This policy is not intended, nor can it be relied upon, to create any substantive or procedural rights enforceable by any party involved in matters with DSHS.

## **Background**

HIPAA requires that all organizations subject to its provisions prevent unauthorized access to “Protected Health Information” or PHI. PHI includes patients’ or clients’ names, addresses, and all information pertaining to their health and payment records. HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, and as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH"), has a number of components including 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 (CFRs). Collectively, these regulations are referred to in this policy as the HIPAA Rules. HITECH requirements were implemented by the U.S. Department of Health and Human Services via the Omnibus Rule, which became effective on September 23, 2013.

The HIPAA Rules apply to “covered entities” and “business associates,” as those terms are defined by [45 CFR 160.103](#). Individuals, organizations, and agencies that meet the definition of a covered entity under HIPAA must comply with the Rules' requirements to protect the privacy and security of health information and must provide individuals with certain rights with respect to their health information. If a covered entity engages a business associate to help it carry out its health care activities and functions, the covered entity must have a written business associate contract with the business associate that establishes specifically what the business associate has been engaged to do and requires the business associate to comply with the Rules’ requirements to protect the privacy and security of protected health information. In addition to these contractual obligations, business associates are directly liable for compliance with certain provisions of the HIPAA Rules.

The HIPAA Privacy Rule provides federal protections for individually identifiable health information held by covered entities and their business associates and gives individuals a number

of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of health information needed for patient and client care and other important purposes.

The Security Rule specifies a series of administrative, physical, and technical safeguards for covered entities and their business associates to use to assure the confidentiality, integrity, and availability of electronic protected health information. Complete compliance with HIPAA Rules requires implementation of security measures. Please refer to the DSHS [IT Security Policy Manual](#), DSHS [IT Security Procedures Manual](#), and DSHS [Administrative Policy 5.01](#) regarding required security measures for protected health information within the Department.

If an entity does not meet the definition of a covered entity or business associate, it does not have to comply with the HIPAA Rules. See definitions of “business associate” and “covered entity” at [45 CFR 160.103](#). Refer to Appendices 1 and 2 of this Administrative Policy for guidance in determining who is and who is not a DSHS “business associate.”

## Scope

This policy applies to all Health Care Components of DSHS involved with external entities meeting the definition of “business associate.” DSHS is a hybrid covered entity which has designated certain programs within the administrations/divisions as Health Care Components as provided in DSHS [Administrative Policy 5.01](#). DSHS Health Care Components are listed on the [DSHS website](#). As a Hybrid Covered Entity, only DSHS Health Care Components are subject to the HIPAA Rules. Areas that are deemed Non Health Care Components are not subject to the HIPAA Rules.

The Health Care Components of DSHS are required to sign Business Associate Agreements with certain organizations and individuals with whom they share Protected Health Information. Business Associates are outside organizations, entities, and individuals who perform some function or service for the Health Care Components that requires them to have access to our client’s protected health information.

## Definitions

**Agency Contracts Database (ACD).** The ACD is the system used by DSHS for producing, tracking, and monitoring all DSHS personal service, client service, purchased service, interlocal (interagency) and intergovernmental contracts and agreements. See DSHS [Administrative Policy 13.10](#).

**Business Associate (BA):** A person who, on behalf of DSHS other than in the capacity of a member of the workforce, performs a function or activity involving the use or disclosure of Protected Health Information (PHI) to carry out essential functions or perform services for DSHS. “Business Associates” include subcontractors who create, receive, maintain or transmit PHI on behalf of a primary Business Associate.

**Business Associate Agreement (BAA):** Under the HIPAA Privacy and Security Rules, a legally binding agreement entered into by a covered entity and business associate that establishes permitted and required uses and disclosures of protected health information (PHI), provides obligations for the business associate to safeguard the information and to report any uses or disclosures not provided for in the agreement, and may require termination if violated.

**Business Associate Organizational Units (BAOU):** BAOU's are internal to DSHS and perform the Department's daily activities that relate to providing Health Care. These activities must relate to covered functions. Some examples of covered functions include: conducting quality assessment and improvement activities; case management and care coordination; contacting of Health Care Providers and patients or clients with information about treatment alternatives; legal, actuarial, accounting, consulting, data aggregation, management administrative, accreditation, or financial services; and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits.

**Central Contracts and Legal Services (CCLS).** CCLS means the statewide DSHS headquarters contracting office in the Financial Services Administration-Operations Support and Services Division.

**Contract Manager.** The Contract Manager is the individual assigned in the ACD as the person primarily responsible for the day-to-day management activities related to contracting out services, including contractor screening, contractor selection, contract preparation, and monitoring contractor performance. See DSHS [Administrative Policy 13.10](#).

**Covered Entity:** A Covered Entity is a Health Plan, a health care clearinghouse, or a Health Care Provider. A Health Care Provider is a Covered Entity if it transmits information electronically in conjunction with a HIPAA Standard Transaction (see [45 CFR 160.103](#)). DSHS is a Hybrid Covered Entity that has designated programs as Health Care Components within the administrations/divisions as provided on the [DSHS Website](#). As a Hybrid Covered Entity only its [Health Care Components](#) are subject to the HIPAA Rules.

**Electronic Protected Health Information (ePHI):** Any individually identifiable health information protected by HIPAA that is transmitted by or stored in electronic media.

**Health Care Component (HCC):** A component or combination of components of a Hybrid Covered Entity designated by the Hybrid Covered Entity as a Health Plan, a covered Health Care Provider, or both. This includes the Business Associate Organizational Units (defined above).

**HIPAA:** The Health Insurance Portability and Accountability Act of 1996, 42 USC 1320d et seq. To implement HIPAA, the U.S. Department of Health and Human Services Office for Civil Rights (OCR) has adopted the HIPAA Privacy Rule, Security Rule, and Breach Notification Rule.

**HIPAA Rules:** References to the "HIPAA Rules" mean the rules that OCR enforces and includes the HIPAA Privacy Rule, for protecting the privacy of Individually Identifiable Health Information; the HIPAA Security Rule, setting national standards for the security of electronic



Protected Health Information; the HIPAA Breach Notification Rule, requiring Covered Entities and Business Associates to provide notification following a Breach of unsecured PHI; and the confidentiality provisions of the Patient Safety Rule, protecting identifiable information being used to analyze patient safety events and improve patient safety.

**Hybrid Covered Entity:** A single legal entity that is a covered entity whose business activities include both covered and non-covered functions; and that designates HCCs in accordance with the Privacy Rule. See [45 CFR 164.103 and .105](#). DSHS is a Hybrid Covered entity under the HIPAA Privacy Rule.

**Key Contract Coordinator.** Key Contract Coordinator means the individual(s) designated by the Division Director responsible for contracting in a given Administration to be the liaison between the Administration and CCLS. The key contract coordinator has specific, direct responsibilities for DSHS contracting processes that are identified in DSHS [Administrative Policy 13.10](#).

**Non-Health Care Component (Non-HCC):** A component or combination of components of a Hybrid Covered Entity that is not subject to HIPAA Rules.

**Organized Health Care Arrangement (OHCA):** An arrangement or relationship recognized in the HIPAA Privacy Rule that allows two or more Covered Entities who participate in joint activities to share protected health information (PHI) about their patients or clients in order to manage and benefit their joint operations.

**Protected Health Information (PHI):** Individually identifiable health information about a client that is transmitted or maintained by a DSHS Health Care Component in any form or medium. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe can be used to identify the individual. Individually identifiable health information in DSHS records about an employee or others who are not clients is not Protected Health Information. See DSHS [Administrative Policy 5.03](#) for provisions relating only to PHI of clients.

#### **Required Procedures:**

1. The responsibilities related to the management of BA relationships and agreements for Health Care Components and Business Associate Organizational Units are delegated as follows:
  - a. **Central Contracts & Legal Services (CCLS).** CCLS is responsible for drafting and keeping up to date the DSHS standard BA language. CCLS is also responsible for determining exceptions to the standard Business Associate language.
  - b. **Chief Information Security Officer.** The Chief Information Security Officer is responsible for approving any exceptions to DSHS standard Data Security Requirements language. See [IT Security Policy Manual](#), Section 3.2.4.
  - c. **Programs.** Contract Managers and Key Contract Coordinators are responsible for ensuring appropriate Data Security Requirements language is also included in any

- contract that includes Business Associate language.
- d. **Privacy Officer.** The Privacy Officer may be consulted regarding use of, and requested exceptions to, the DSHS standard Business Associate language.
2. Contract Managers and Key Contract Coordinators are responsible for facilitating the assessment of all DSHS contract relationships to determine whether the contractual relationship meets the criteria for a HIPAA Business Associate Agreement (See Appendix 1 for general guidance as to types of vendors/businesses that would or would not be considered business associates). The following criteria define a Business Associate under HIPAA:
    - a. The vendor/business' staff members are not members of the Department's workforce.
    - b. The vendor/business is doing something on behalf of the Department;
    - c. That "something" involves the use and/or disclosure of PHI.
    - d. Note that there are certain disclosures to vendors/businesses that do not require establishment of a BAA (see [45 CFR 164.502\(e\)\(1\)](#)). These disclosures include:
      - (1) Disclosures by a covered entity to a health care provider concerning the treatment of the individual;
      - (2) Disclosures by a group health plan or a health insurance issuer or HMO with respect to a group health plan to the plan sponsor, to the extent that the requirements of [45 CFR 164.504\(f\)](#) apply and are met; or
      - (3) Uses or disclosures by a health plan that is a government program providing public benefits, if eligibility for, or enrollment in, the health plan is determined by an agency other than the agency administering the health plan, or if the PHI used to determine enrollment or eligibility in the health plan is collected by an agency other than the agency administering the health plan, and such activity is authorized by law, with respect to the collection and sharing of individually identifiable health information for the performance of such functions by the health plan and the agency other than the agency administering the health plan.
  3. Contract Managers and Key Contract Coordinators should determine the need for BAA's through:
    - a. Mapping the flow of PHI and identifying where PHI is used or disclosed or created by external entities.
    - b. Reviewing contract documents and identifying where PHI is disclosed to external entities.
    - c. Assessing new contractor or vendor business arrangements to determine if PHI will be used and/or disclosed, documenting these decisions using the checklist in Appendix 2 and retaining such documentation in the contract file.
    - d. Consultation with CCLS as needed.
  4. When it has been determined that a BA arrangement exists, the Contract Manager and Key Contract Coordinator must ensure a BAA is entered into using the DSHS standard BA language developed and maintained by CCLS. The Contract Manager and Key Contract Coordinator must ensure the contract includes the preapproved HIPAA compliance language by selecting the appropriate "HIPAA" designated contract code in the ACD at the time the contract is created. If a service or purchase is being made under a Department of Enterprise Services (DES) master contract under circumstances that amount to a BA arrangement, either the ordering document must include the appropriate

BA language, or a separate standalone BAA must be entered into with the vendor/contractor.

5. Due to HIPAA compliance tracking requirements, simply attaching a BAA to a contract as an exhibit is not a satisfactory method of meeting the requirements of this policy. If it is not possible to include the BAA by selecting the “HIPAA” designated contract code in the ACD at the time of contract creation (e.g., entering into an interlocal agreement using the other party’s form of agreement or some other form of “outside the agency” contract), DSHS must execute a separate [standalone BAA](#) with the vendor/contractor and that BAA must be separately recorded in the ACD.
6. If a Business Associate reports privacy breaches or security incident events as required by the agreement, please refer to DSHS [Administrative Policy 5.01](#) (Safeguarding Confidential Information).
7. All DSHS Business Associate Agreements must be maintained in the ACD as required by DSHS [Administrative Policy 13.10](#).
8. All BAA documentation shall be maintained for a period of six years beyond the date the BAA relationship is terminated. See [chapter 40.14 RCW](#) for the applicable records retention requirements.
9. The BAA shall be effective for the length of the relationship between the BA and the organization, unless otherwise terminated under the provisions outlined in the agreement.

APPENDIX 1: Examples of Business Associates

<b>EXAMPLES OF BUSINESS ARRANGEMENTS THAT MAY INVOLVE DISCLOSURE OF PHI &amp; REQUIRE BA AGREEMENTS/HIPAA LANGUAGE</b>	
<p>Accrediting/Licensing Agencies (JCAHO)                      Accounting Consultants/Vendors                      Actuarial Consultants/Vendors                      Agents/Contractors Accessing PHI (Consultants)                      Application Service Providers (i.e., prescription mgmt.)                      Attorneys/Legal Counsel                      Auditors                      Benchmarking Organizations                      Benefit Management Organizations                      Claims Processing/Clearinghouse Agency Contracts                      Coding Vendor Contracts                      Collection Agency Contracts                      Computer Hardware Contracts                      Computer Software Contracts                      Consultants/Consulting Firms                      Data Analysis Consultants/Vendors                      Data Warehouse Contracts                      Emergency Physician Services Contracts                      Hospitalist Contracts                      Insurance Contracts (Coverage for Risk, Malpractice, etc.)                      Interpreter Services Contracts                      IT/IS Vendors                      Legal Services Contracts                      Medical Staff Credentialing Software Contracts                      Microfilming Vendor Contracts                      Optical Disc Conversion Contracts                      Pathology Services Contracts                      Paper Recycling Contracts                      Patient Satisfaction Survey Contracts</p>	<p>Payer-Provider Contracts (Provider for Health Plan)                      Physician Billing Services                      Physician Contracts                      Practice Management Consultants/Vendors                      Professional Services Contracts                      Quality Assurance Consultants/Vendors                      Radiology Services Contracts                      Record Copying Service Vendor Contracts                      Record Storage Vendors                      Release of Information Service Vendor Contracts                      Repair Contractors of Devices Containing PHI                      Revenue Enhancement/DRG Optimization Contracts                      Risk Management Consulting Vendor Contracts                      Shared Service/Joint Venture Contracts with Other Healthcare Organizations                      Statement Outsource Vendors                      Telemedicine Program contracts                      Third Party Administrators                      Transcription Vendor Contracts                      Waste Disposal Contracts (Hauling, Shredding, etc.)</p> <p><b>Health Plan Relationships:</b></p> <p>Pharmaceutical Benefits Management Contracts                      Preauthorization Management Contracts                      Case Management Contracts                      Third Party Administrator (TPA) Contracts                      Wellness Promotion Contracts</p>

<b>EXAMPLES OF ARRANGEMENTS THAT ARE USUALLY NOT BUSINESS ASSOCIATE RELATIONSHIPS AND MAY NOT REQUIRE BA AGREEMENTS/HIPAA LANGUAGE</b>	
<p>Banks Processing Credit Card Payments                      Blood Bank/Red Cross (Provider)                      Clinics (Provider Relationships)                      Courier Services Delivering Specimens                      Device Manufacturers that Require PHI to Produce Pacemakers, hearing aids, glasses, etc. (Treatment)                      Cleaning/Janitorial Services                      Durable Medical Equipment (DME) for Treatment Purposes                      Educational/School Programs (Student Privacy Education Required as Workforce Member)                      Health Plans Contracting With Network Providers (Covered Entity to Covered Entity)                      Health Plans for Purposes of Payment                      Hospitals                      Housekeeping/Environmental Services (Incidental Exposure)                      Infusion Provider for Treatment                      Members of an Affiliated Covered Entity                      Members of the Organization's Organized Health Care Arrangement (OHCA)                      Pharmacy (Healthcare Provider/Treatment)                      Providers (Involved in Care, Treatment, or Services to DSHS Clients)</p>	<p>Members of the Organization's Workforce                      Organ Procurement Organizations                      Nursing Homes                      Rental Employee Agencies (No PHI Shared – Employees Need Privacy Training)                      Repair Contractors (Maintenance, Copy Machine, Plumbing, Electricity, etc. – No PHI involved)                      School Health Nurses                      Supply Services                      Support Services Agreements for Supplies/Treatment Purposes                      Tissue Banks                      USPS, FedEx, and Other Common Carriers                      Volunteers (Board Members, Ethics Committee Members, Institutional Review Board, etc.)</p>

**APPENDIX 2: CHECKLIST FOR DETERMINING BUSINESS ASSOCIATES**  
**CHECKLIST FOR DETERMINING BUSINESS ASSOCIATES**

ACD Contract Number: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Common examples of business associate relationships include:

- Coding and billing provider
- Waste disposal and recycling company
- Medical transcription service
- Microfilm, optical disk conversion provider (or any other archiving)
- Clearinghouse
- Billing company
- Insurance broker or insurance company
- Records management company (storage and reproduction)
- Temporary staffing agency
- Software and hardware provider who accesses PHI for installation, maintenance and support services
- Implant vendor
- Other medical/surgical vendor with representatives on site who perform a function or activity for or on behalf of DSHS.
- On-site service provider for medical equipment/instrumentation where exposure to PHI would be more than incidental
- Lawyers, Accountants, Consultants, Independent Contractors with access to PHI

Reviewers are also directed to Appendix 1 of Administrative Policy No. 13.23 for guidance in determining who is and who is not a “business associate.”

1. What type of business is the vendor? \_\_\_\_\_

2. Does the vendor perform a function, service or activity (on our behalf) that uses/discloses Protected Health Information (PHI)?

\_\_\_\_\_ Yes, go to #3.

\_\_\_\_\_ No, this is not a Business Associate.

3. Does the PHI used/disclosed include any of the following fields?

- Name
- Street address
- Telephone or fax numbers

- E-mail
- Social Security Number
- Certificate/License Numbers
- Vehicle identifiers and serial numbers
- URL's and IP addresses
- Face photographs or any comparable images
- Any other unique identifying number, characteristic, or code (which includes the DSHS Client Identification Number)
- Device identifiers and serial numbers
- Biometric identifiers, including fingerprints and voiceprints.

\_\_\_\_\_ Yes, go to #4.

\_\_\_\_\_ No, this is not a Business Associate, but a Data Sharing/Usage Agreement should be signed.

4. Are the individuals having access to PHI on behalf of the vendor outside our workforce (not employees, volunteers, trainees, etc.)? (Workforce means employees, volunteers, trainees, and other persons who conduct in the performance of work for a covered entity is under the direct control of such entity, whether or not they are paid by the covered entity).

\_\_\_\_\_ Yes, go to #5.

\_\_\_\_\_ No, this is not a Business Associate.

5. Is the service for something other than treatment (services to or for patients by healthcare providers)?

\_\_\_\_\_ Yes, go to #6.

\_\_\_\_\_ No, this is not a Business Associate.

6. Is the vendor other than a person with medical staff privileges treating patients, a health plan where PHI is disclosed for enrollees of the plan, or a government agency?

\_\_\_\_\_ Yes, go to #7.

\_\_\_\_\_ No, this is not a Business Associate.

7. Is the vendor acting as something other than a mere conduit of PHI (USPS, Fed-Ex, UPS, etc.) or a financial institution? A conduit is a vendor that does not store PHI.

\_\_\_\_\_ Yes, **this vendor is a Business Associate.** Utilize the HIPAA contract language.

\_\_\_\_\_ No, this is not a Business Associate. Proceed with normal contract procedures.

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<sup>i</sup> Updated hyperlink for Healthcare Components

## 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.

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

characters such as an asterisk, ampersand, or exclamation point.

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



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

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

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

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

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

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

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

comparable mechanism.

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

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
  - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
    - (a) Encrypt the Data.
    - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
    - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
    - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
      - i. Keeping them in a Secure Area when not in use,

- ii. Using check-in/check-out procedures when they are shared, and
  - iii. Taking frequent inventories.
- (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

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

- (1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
- (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

**i. Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
- (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
  - (b) The Data will be Encrypted while within the Contractor network.
  - (c) The Data will remain Encrypted during transmission to the Cloud.
  - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
  - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.
  - (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
  - (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.
- (2) Data will not be stored on an Enterprise Cloud storage solution unless either:
- (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
  - (b) The Cloud storage solution used is FedRAMP certified.

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

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

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

**7. Data Segregation.**

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

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

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or

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

- 9. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at [dshsprivacyofficer@dshs.wa.gov](mailto:dshsprivacyofficer@dshs.wa.gov). Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
- 10. Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

**I. PRINCIPAL LANGUAGES**

The listed languages are considered Washington States’ Principal Languages. Contractor must be able to provide translation services for the listed languages for the category they are bidding. Languages: Principal Languages are the most frequently requested languages. Contractor must actively ensure to keep an adequate pool of translators who can service these languages upon request by Customer. Servicing Principal Languages is mandatory a Key Performance Indicator. Should Contractor fail to provide requested services for the Principal Languages, escalating procedures, such as corrective action plans, may be put into place.

**CATEGORY 1 – 4**

**CATEGORY 5 – 6**

Amharic
Arabic
Burmese
Cambodian (Khmer)
Chinese (Traditional and Simplified)
Farsi (Persian)
Korean
Lao
Punjabi
Russian
Somali
Spanish
Tigrigna
Ukrainian
Vietnamese

Amharic	Spanish
Arabic	Swahili
Burmese	Tagalog
Cambodian (Khmer)	Tigrigna
Chinese (Traditional and Simplified)	Trukese
Farsi	Ukrainian
French	Urdu
Karen	Vietnamese
Korean	
Laotian	
Marshallese	
Nepali	
Oromo	
Pashto	
Punjabi	
Russian	
Somali	