DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
FOR
AS-NEEDED LANGUAGE ASSISTANCE SERVICES

RFSQ #2024-012

Revised May 2025

Prepared By
County of Los Angeles
Department of Public Health
Contracts and Grants Division

TABLE OF CONTENTS

PARAGRAPH **PAGE**

1.0 SOLICITATION INFORMATION TIMETABLE 1

2.0 GENERAL INFORMATION 2

2.1 Background 2

2.2 Purpose 2

2.3 Scope of Work 3

2.4 Overview of Solicitation Document 3

2.5 Terms and Definitions 4

2.6 Master Agreement Process 4

2.7 Master Agreement Term 5

2.8 Indemnification and Insurance 5

3.0 MINIMUM MANDATORY REQUIREMENTS 6

3.4 Vendor must have an administrative office located within the geographic boundaries of Los Angeles County. 6

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES 6

4.1 Representations Made Prior to Master Agreement Execution 6

4.2 County's Right to Amend Request for Statement of Qualifications 7

4.3 County Option to Reject SOQs 7

4.4 Background and Security Investigations 7

5.0 NOTIFICATION TO VENDORS 7

5.1 Public Records Act 7

5.2 Contact with County Personnel 8

5.3 Mandatory Requirement to Register on County's WebVen 8

5.4 Protest Process 8

5.5 Conflict of Interest 8

5.6 Determination of Vendor Responsibility 9

5.7 Vendor Debarment 10

5.8 Improper Considerations 10

5.9 County Lobbyist Ordinance 11

5.10 Consideration of GAIN/START Participants for Employment 11

5.11 Jury Service Program 12

5.12 Pending Acquisitions/Mergers by Proposing Company 12

TABLE OF CONTENTS

PARAGRAPH **PAGE**

5.13 Charitable Contributions Compliance 12
5.14 Defaulted Property Tax Reduction Program 13
5.15 County's Commitment to Zero Tolerance Policy on Human Trafficking 14
5.16 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT) 14
5.17 Vendor's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices 14
5.18 Contractor Alert Reporting Database 15
5.19 Prohibition from Participation in Future Solicitation(s) 15
5.20 Community Business Enterprise (CBE) Participation 15
5.21 Contribution and Agent Declaration 16
5.22 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76) 17

6.0 COUNTY'S PREFERENCE PROGRAMS 17
6.1 Prompt Payment Program 18

7.0 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS 18
7.1 Truth and Accuracy of Representations 18
7.2 Vendors' Questions 18
7.3 Vendors Conference 18
7.4 Preparation and Format of the SOQ 18
7.5 SOQ Submission 22
7.6 Acceptance of Terms and Conditions of Master Agreement 22
7.7 SOQ Withdrawals 23

8.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS 23
8.1 Review Process 23
8.2 Selection/Qualification Process 24
8.3 Master Agreement Award 24

9.0 PROTEST PROCESS OVERVIEW 25
9.1 Solicitation Requirements Review 25
9.2 Disqualification Review 25

10.0 Master Agreement Contractors Applying for Additional As-needed Language Assistance Services Category(ies) 26

TABLE OF CONTENTS

PARAGRAPH **PAGE**

10.1 Preparation and Format of the Abbreviated SOQ 26

10.2 Abbreviated SOQ Submission.....28

APPENDICES

A **Master Agreement**: Identifies the terms and conditions in the Master Agreement.

B **Required Forms**: Forms that must be completed and included in the Statement of Qualifications (SOQ).

B.1 **Required Forms:** Forms that must be completed for existing Master Agreement Contractors Applying for Additional Service Category(ies)

C **Solicitation Requirements Review (SRR) Request**: Transmittal sent to Department requesting a Solicitation Requirements Review.

D **Background and Resources: California Charities Regulation**: An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.

E **Statements of Work**

F **Price Sheet Instructions**

1.0 SOLICITATION INFORMATION TIMETABLE

RFSQ TIMETABLE	
RFSQ Release Date	November 21, 2024
RFSQ Contact	Public Health Contracts and Grants Division: dph-solicitation@ph.lacounty.gov
Solicitation Requirements Review (SRR) Request Due	January 14, 2025, 3:00 pm Pacific Standard Time (PT)
Written Questions Due	January 14, 2025, 3:00 pm PT
Questions and Answers Released via Addendum	February 19, 2025
SOQ's Due	Open Continuous
Anticipated Master Agreement Term	Date of Execution – June 30, 2030*
Minimum Mandatory Requirements (MMRs)	See Section 3.0 of this RFSQ for Minimum Mandatory Requirements.

Public Health will be continuously accepting SOQs throughout the duration of the Master Agreement to qualify additional Vendors and/or allow contractors to apply for additional categories. SOQs will be considered for review at the convenience of the County. Please note the County may at any time issue an addendum as described in Section 4.2 to close this RFSQ.

*County will have the option to extend the term for five (5) additional one-year periods through June 30, 2035. The five (5) year-to-year extensions will be exercised at the sole discretion of Public Health.

2.0 GENERAL INFORMATION

2.1 Background

Los Angeles County (LAC) is one of the nation's largest counties. It comprises 4,084 square miles, including the islands of San Clemente and Santa Catalina. LAC has the largest population of any county in the nation and is home to over 10 million residents, which makes up approximately 27 percent of California's population. LAC is diverse, with more than 140 cultures and as many as 224 languages. For purposes of service planning and delivery, LAC is divided geographically into eight (8) Service Planning Areas (SPAs) serving 3.3% American Indian/Alaska Native, 16.9% Asian, 9.4% Black/African American, 48% Latino/Hispanic, 0.56% Native Hawaiian/Pacific Islander, and 46.1% White residents. Unincorporated areas of LAC are governed by the County of Los Angeles (County) Board of Supervisors (Board).

The following three (3) county health departments work together to improve the health and wellness of LAC residents through provision of integrated, comprehensive, culturally appropriate services, programs, and policies that promote healthy people living in healthy communities:

- The Department of Public Health (Public Health) is committed to promoting health equity and ensuring optimal health and well-being for all 10.2 million residents of LAC. Through a variety of programs, community partnerships and services, Public Health oversees environmental health, disease control, and community and family health, and it is nationally accredited by the Public Health Accreditation Board.
- The Department of Health Services (Health Services) is the second largest municipal health system in the nation. Health Services operates as an integrated health system, operating 25 health centers and four acute care hospitals, in addition to providing health care to youth in the juvenile justice system and inmates in the LA County jails. Across the network of Health Services' directly operated clinical sites and through partnerships with community-based clinics, Health Services cares for about 600,000 unique patients each year.
- The Department of Mental Health (Mental Health) as the nation's largest public mental health department ensures access to care and treatment for the County's most vulnerable residents in a region with more than 10 million people. Mental Health is dedicated to hope, recovery, and well-being for everyone across the County.

2.2 Purpose

The purpose of this Request for Statement of Qualifications (RFSQ) is to secure a pool of qualified Vendors to enter into Master Agreements with the County to provide as-needed language assistance services required by LAC's health departments: Public Health, Health Services, and Mental Health. The Master

Agreement will be coordinated by Public Health as the lead department for this RFSQ.

The Master Agreement will be offered to all agencies determined to be qualified. The execution of a Master Agreement does not guarantee any minimum or maximum amount of utilization of services, and may or may not be utilized, at the County's sole discretion.

2.3 Scope of Work

The County of Los Angeles, (County) Public Health is seeking qualified companies, agencies, and/or firms (all hereafter "Vendors") with expertise providing culturally and socially appropriate As-needed Language Assistance Services needed to facilitate access to and understanding of information, benefits, and services for individuals who are non-English speaking, have limited English proficiency, are deaf or hard of hearing, are blind or have low vision, or have cognitive disabilities.

Under this RFSQ, Vendors are encouraged to submit their Statement of Qualifications (SOQ) to apply for one (1) or more of the following categories, as outlined in Appendix E (Statements of Work):

Category 1: Document Translation and Other Written Services

Category 2: Oral Interpretation Services

Category 3: Telephonic and Video Remote Interpretation Services

Category 4: Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People

2.4 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ):

2.4.1 Specifies the Vendor's minimum qualifications, provides information regarding some of the requirements of the Master Agreement and the solicitation process.

2.4.2 Contains instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).

2.4.3 Explains how the SOQ will be reviewed, selected and qualified.

2.4.4 The following Appendices are included in the RFSQ:

A **Master Agreement**: The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.

B **Required Forms**: Forms contained in this section must be completed and included in the SOQ.

C **Solicitation Requirements Review (SRR) Request**: Transmittal sent to Department requesting a Solicitation Requirements Review.

D **Background and Resources: California Charities Regulation**: An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.

E **Statement(s) of Work (SOW)**

F **Price Sheet Instructions**

2.5 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix A (Master Agreement), Paragraph 2.0 (Definitions).

2.6 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Vendors to provide As-Needed Language Assistance Services.

2.6.1 Master Agreements will be executed with all Vendors determined to be qualified by the County to be qualified to provide services in one (1) or more As-Needed Language Assistance Services category(ies). The execution of a Master Agreement does not guarantee Contractor any minimum or maximum amount of utilization of services, and may or may not be utilized, at the County's sole discretion.

2.6.2 Upon the Public Health's execution of these Master Agreements, the qualified Vendors will become County Contractors, and thereafter be added to the pool of qualified contractors to provide As-Needed Language Assistance Services in the category(ies) for which they qualified.

2.6.3 Qualified contractors who are in compliance with the terms and conditions of the Master Agreement and whose evidence of insurance requirements has been received by Public Health and is valid and in effect will become active contractors and thereafter may, based on an as-needed basis, be requested to provide As-Needed Language Assistance Services.

2.6.4 County health departments (Public Health, Health Services, and Mental Health) will issue Service Requests to active contractors on an as-needed basis to provide As-Needed Language Assistance Services as specified in the Vendor's Minimum Mandatory Requirements, Section

3.0 of this RFSQ and ability to perform as specified in the Statement(s) of Work, Appendix A of this RFSQ. However, based on the needs of the County health departments, each Department has the sole discretion to issue a service request to any contractor.

2.6.5 Payment for all work will be on a fixed rate/fee as described in applicable Price Sheet(s). The fixed rate/fee will remain fixed and firm for the term of the Master Agreement, unless amended at Public Health's discretion.

2.6.6 **The execution of a Master Agreement does not guarantee a contractor any minimum amount of business.** The County does not promise, warrant, or guarantee that the County will utilize any particular level of contractor services, or any services at all, during the term of the Master Agreement.

2.7 Master Agreement Term

The Master Agreement term will be effective upon date of execution, but no sooner than the County Board of Supervisors (Board) approval, and will continue in full force through June 30, 2030.

County will have the option to extend the term for five (5) additional one-year periods through June 30, 2035. The five (5) year-to-year extensions will be exercised at the sole discretion of Public Health.

Public Health will be continuously accepting SOQs throughout the duration of the Master Agreement to qualify additional Vendors and/or allow contractors to apply for additional categories. New Master Agreements or amendments to Master Agreements will become effective upon the date of its execution by Public Health's Director, or designee, and will expire at the same date as the initially executed.

2.8 Indemnification and Insurance

Vendor will be required to comply with the Indemnification provisions contained in Appendix A (Master Agreement), Paragraph 8.22. Vendor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A (Master Agreement), Paragraphs 8.23, 8.24, and 8.24.4.3 (Cyber Liability Insurance).

Note: Cyber Liability Insurance is a new requirement.

3.0 MINIMUM MANDATORY REQUIREMENTS

Interested and qualified Vendors that meet the Minimum Mandatory Requirements stated below are invited to submit an SOQ to qualify in one (1) or more of the As-needed Language Assistance Services categories identified in Section 2.3.

Note: The minimum mandatory requirements may not be met through any collaboration or a subcontract relationship between two (2) or more organizations.

3.1 Vendor must have three (3) years of experience within the last five (5) years providing services in each category for which they are attempting to qualify as identified in Section 2.3 and outlined in Appendix E (Statements of Work).

3.2 If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

County will verify that Vendor does not have unresolved disallowed costs.

The following additional qualifications apply to Category 3:

3.3 Vendor must have a minimum of one (1) centralized calling center, either a physical or cloud-based site equipped and staffed locally or remotely, with uninterruptible power supply, a toll-free access phone number, and fully redundant backup capabilities **-and-** one (1) free application or use a web application, with required log-in, hosted within the United States that resides on a secure server and a web browser, with no plug-ins or applets downloaded to the end User's computer with uninterruptible power supply and fully redundant backup capabilities that complies with County security protocols, Exhibit J, Information Security and Privacy Requirements, of the Sample Master Agreement.

The following additional qualifications apply to Categories 2 and 4:

3.4 Vendor must have an administrative office located within the geographic boundaries of Los Angeles County.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

4.1 Representations Made Prior to Master Agreement Execution

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

4.2 County's Right to Amend Request for Statement of Qualifications

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.3 County Option to Reject SOQs

The County may, at its sole discretion, reject any or all SOQs submitted in response to this RFSQ. The County will not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

4.4 Background and Security Investigations

Background and security investigations of Vendor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Master Agreement. The cost of background checks is the responsibility of the selected Vendor.

5.0 NOTIFICATION TO VENDORS

5.1 Public Records Act

5.1.1 Responses to this RFSQ will become the exclusive property of the County. At such time as when Department recommends the qualified Vendor(s) to the Board and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

5.1.2 The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the SOQ as confidential will not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

5.2 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and e-mailed to:

County of Los Angeles – Department of Public Health
Contracts and Grants Division
E-mail address: dph-solicitations@ph.lacounty.gov

A Contract Analyst will be assigned and will become the contact for the submitted SOQ.

5.3 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://camisvr.co.la.ca.us/webven/.

5.4 Protest Process

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services Master Agreement, as described in Paragraph 5.4.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Paragraphs below.

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of Master Agreement based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

5.4.3 Grounds for Review

Unless State or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action are limited to the following:

5.4.3.1 Solicitation Requirements Review (Reference Paragraph 9.1)

5.4.3.2 Disqualification Review (Reference Paragraph 9.2)

5.5 Conflict of Interest

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor must certify that they are aware of and have read Section

2.180.010 of the Los Angeles County Code as stated in Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms).

5.6 Determination of Vendor Responsibility

5.6.1 A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Vendors.

5.6.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any Master Agreements, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge will not be the basis of a determination that the Vendor is not responsible.

5.6.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board, in its discretion, finds that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

5.6.4 If there is evidence that the Vendor may not be responsible, the Department will notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. The Department will provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

5.6.5 If the Vendor presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Vendor will reside with the Board.

5.6.6 These terms will also apply to proposed subcontractors of Vendors on County Master Agreements.

5.7 Vendor Debarment

5.7.1 Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances. The County may terminate any or all of the Vendor's existing contracts with County, if the Board finds, in its discretion, that the Vendor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Vendor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

5.7.2 These terms will also apply to proposed subcontractors of Vendors on County contracts.

5.7.3 A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/.

5.8 Improper Considerations

5.8.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion, or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of a Master Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor must not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

5.8.2 Notification to County

A Vendor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report

must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

5.8.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

5.9 County Lobbyist Ordinance

The County has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

5.10 Consideration of GAIN/START Participants for Employment

5.10.1 As a threshold requirement for consideration of a Master Agreement, Vendors must demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or Skills and Training to Achieve Readiness for Tomorrow (START) Programs or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Vendors must attest to a willingness to provide employed GAIN/START participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

5.10.2 Vendors who are unable to meet this requirement will not be considered for a Master Agreement. Vendors must submit a completed Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms), along with their SOQ.

5.11 Jury Service Program

5.11.1 The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") Los Angeles County Code, Chapter 2.203. Prospective Contractors should carefully review Paragraph 8.7 (Compliance with the County's Jury Service Program) of Appendix A (Master Agreement), which is incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

5.11.2 Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms). If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Vendor's SOQ, the County will determine, in its sole discretion, whether the Vendor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.12 Pending Acquisitions/Mergers by Proposing Company

The Vendor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Vendor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information must be provided by the Vendor in Exhibit 2 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration. Vendor will have a continuing obligation to notify the County and update any changes to its response in Exhibit 2 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the solicitation.

5.13 Charitable Contributions Compliance

5.13.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective

contractors should carefully read the Background and Resources: California Charities Regulation, Appendix D. These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

5.13.2 All prospective Contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 3 (Certification of Compliance) in Appendix B (Required Forms), which is a required part of any agreement with the County.

5.13.3 Prospective County Contractors that do not complete Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms) as part of the solicitation process may, in the County's sole discretion, be disqualified from Master Agreement award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

5.14 Defaulted Property Tax Reduction Program

5.14.1 The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") Los Angeles County Code, Chapter 2.206. Prospective Contractors should reference the pertinent provisions of Appendix A (Master Agreement), Paragraphs 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

5.14.2 Vendors will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 3 (Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

5.14.3 SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

5.15 County's Commitment to Zero Tolerance Policy on Human Trafficking

5.15.1 On October 4, 2016, the County approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits Vendors engaged in human trafficking from receiving Master Agreement awards or performing services under a County Master Agreement.

5.15.2 Vendors are required to complete Exhibit 3 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Master Agreement). Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

5.16 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)

5.16.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.16.2 Upon contract award or at the request of the A-C and/or Public Health, the selected Contractor must submit a direct deposit authorization request with banking and Vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.16.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.16.4 Upon contract award or at any time during the duration of the agreement/ contract, the selected Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with Public Health, will decide whether to approve exemption requests.

5.17 Vendor's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices

5.17.1 On May 29, 2018, the County's Board approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the

County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952.

5.17.2 Vendors are required to complete Exhibit 3 (Certification of Compliance) in Appendix B (Required Forms), certifying that they, and their subcontractor, are in full compliance with Section 12952, as indicated in the Master Agreement (Appendix A). Further, the selected contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

5.18 Contractor Alert Reporting Database

5.18.1 The County maintains the Contractor Alert Reporting Database (CARD), which is used to track/monitor poorly performing contractors. When a County department identifies a significant performance/non-compliance issue with a contractor, the department will provide notice to the contractor and will give the contractor an opportunity to correct the issue(s). If the contractor does not take any appropriate steps to correct the issue(s), the County department will enter the contractor, along with any other relevant information pertaining to the contractor's performance issue(s), into CARD.

5.18.2 The information entered into CARD can be accessed by all County departments, and will be used, along with any other relevant information not included in CARD, in determining Vendor responsibility. If a department reviews this information and determines that a finding of non-responsibility should be pursued, the department will adhere to the guidelines specified in the Los Angeles County Code Chapter 2.202, and the County's Implementation Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment.

5.19 Prohibition from Participation in Future Solicitation(s)

A Vendor, or a Contractor or its subsidiary or subcontractor ("Vendor/Contractor"), is prohibited from submitting an SOQ in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting an SOQ in a County solicitation if the Vendor/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Vendor from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement. (Los Angeles County Code, Chapter 2.202).

5.20 Community Business Enterprise (CBE) Participation

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay,

bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. The Vendor's CBE participation must be reflected in Exhibit 5 [Community Business Enterprise (CBE) Information] form in Appendix B (Required Forms).

The Vendor must document efforts it has taken to assure that CBEs will be utilized, when possible, to provide supplies, equipment, technical services, and other services under this Master Agreement. The Vendor must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Vendor's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail the request to the County of Los Angeles Department of Economic Opportunity at CBESBE@opportunity.lacounty.gov with the subject "**Request for CBE Listing**".

For additional information contact the Office of Small Business at: (844) 432-4900 or at OSB@opportunity.lacounty.gov.

5.21 Contribution and Agent Declaration

Government Code Section 84308 requires a party to a contract proceeding to disclose any contribution of more than $250 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Vendors are advised that they and all of their Subcontractors must complete and return as part of the SOQ, the Contribution and Agent Declaration included in Exhibit 9 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Vendors are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the SOQ is submitted, and as requested at any time by the County prior to Master Agreement award. Failure by the Vendor or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 9, and failure by the Proposer or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the SOQ from further consideration and/or the Vendor may be disqualified from a Master Agreement award, as determined in the County's sole discretion. Further, all Vendors and their Subcontractors are prohibited under Government Code Section 84308 from making a contribution of more than $250 to a County officer for 12

months after the date a final decision is made in the Master Agreement proceeding involving this solicitation.

5.22 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

5.22.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, or excluded from securing federally funded contracts. At the time of Vendor's response to this RFSQ, Vendor must submit a certification, as set forth in Exhibit 11 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions [45 C.F.R. Part 76]) in Appendix B (Required Forms), attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should an SOQ response to this RFSQ identify prospective subcontractors, or should Vendor intend to use subcontractors in the provision of services under any subsequent Master Agreement, Vendor must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

5.22.2 Failure to provide the required certification may eliminate Vendor's response to RFSQ from consideration.

5.22.3 In the event that Vendor and/or its subcontractor(s) is or are unable to provide the required certification, Vendor instead will provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. Vendor's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation must provide that person's or those persons' job description(s) and function(s) as they relate to the Master Agreement which is being solicited by this RFSQ.

5.22.4 The written explanation will be examined by the County to determine, in its full discretion, whether further consideration of the SOQ response to this RFSQ is appropriate under the federal law.

6.0 COUNTY'S PREFERENCE PROGRAMS

To apply for certification as a Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), or Social Enterprise (SE), businesses should contact Los

Angeles County Department of Consumer and Business Affairs (DCBA) at http://dcba.lacounty.gov.

6.1 Prompt Payment Program

It is the intent of the County that Certified Preference LSBE, DVBE, and SE businesses receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

7.0 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS

This Section contains key project activities as well as instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ will be sufficient cause for rejection of the SOQ. The evaluation and determination in this area will be at Public Health Director's sole judgment, which will be final.

7.2 Vendors' Questions – See Addendum Number 5

7.3 Vendors Conference

A Vendors Conference ***will not*** be conducted for this RFSQ. Vendors may submit questions regarding this RFSQ as described in Section 7.2, Vendors' Questions.

7.4 Preparation and Format of the SOQ

Vendors may submit one SOQ via electronic mail (e-mail) to the e-mail address identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).

Any SOQ that deviates from this format may be rejected without review at the Public Health's sole discretion.

The content and sequence of the SOQ must be as follows:

- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Licenses (Section C)

7.4.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

7.4.2 Vendor's Qualifications (Section A)

Vendors will use this section to demonstrate that the Vendor's organization has the experience to perform the required services. The following sections must be included:

7.4.2.1 Vendor's Background and Experience (Section A.1)

1) Vendor must complete, sign and date the Exhibit 1 (Statement of Qualifications Checklist) as set forth in Appendix B (required Forms).
2) Vendor must complete, sign and date the Exhibit 2 (Organization Questionnaire/Affidavit) as set forth in Appendix B (Required Forms).
3) Vendor must complete, sign and date the Exhibit 6 (Vendor's Affidavit of Adherence to Minimum Mandatory Requirements) and demonstrate the ability to satisfy each of the Minimum Mandatory Requirements, as outlined in Section 3.0 of this RFSQ, and has the capability to perform the required services for **each** category for which they are attempting to qualify in, as outlined in Appendix E (Statements of Work).

   Description of experience for **each** category for which Vendor is attempting to qualify in, is limited to two (2) pages, as provided in Exhibit 6, (Vendor's Affidavit of Adherence to Minimum Mandatory Requirements).

The person signing the forms must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement.

Taking into account the structure of the Vendor's organization, Vendor must determine which of the below referenced supporting documents the County requires. If the Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of SOQ submission, Vendors must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Vendor must submit the following documentation with the SOQ:

1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

3) If applicable, Vendor must provide a copy of its "IRS 501(c)(3) Determination Letter" which must state that Vendor's organization qualifies for tax-exempt status under section 501(c)(3) status of the Internal Revenue Code.

Limited Partnership:

The Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

The review will include a review of the Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.

7.4.2.2 Vendor's Debarment History and List of Terminated Contracts (Section A.2)

The County will conduct a review of Vendor's terminated contracts and debarment history. Vendor must include contracts terminated within the past three (3) years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). Vendor's completed form Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided as part of their SOQ.

7.4.2.3 Vendor's Pending Litigation and Judgments (Section A.3)

Public Health will conduct a review of Vendor's pending litigation and judgements. Vendor must identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Additionally, Vendor must provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor **or** statement verifying Vendor has no pending litigation or judgements.

A review to determine the magnitude of any pending litigation or judgements against the Vendor will be conducted by County.

7.4.3 Required Forms (Section B)

Include the following forms as provided in Appendix B (Required Forms). Complete, sign and date all the forms, and if not submitted in previous Sections, submit in Section B.

Exhibit 1 Statement of Qualifications Checklist

Exhibit 2 Organization Questionnaire/Affidavit

Exhibit 3 Certification of Compliance

Exhibit 4 Debarment History and List of Terminated Contracts

Exhibit 5 Community Business Enterprise (CBE) Information

Exhibit 6 Vendor's Affidavit of Adherence to Minimum Mandatory Requirements

Exhibit 7 Contribution and Agent Declaration Form

Exhibit 8 Price Sheet(s)

Exhibit 9 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Exhibit 10 Declaration

7.4.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Master Agreement), Paragraphs 8.23 (General Provisions for all Insurance Coverage) and 8.24 (Insurance Coverage). If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be

selected to receive a Master Agreement award may be submitted with the SOQ.

7.4.5 Proof of Licenses (Section D)

Vendor must furnish a copy of all applicable licenses, certificates, accreditation, and permits for the provision of services for which they intend to qualify which include, but are not limited to: a valid Business License.

7.5 SOQ Submission

7.5.1 It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline. SOQs will be accepted on a continuous basis as specified in the RFSQ Timetable, by e-mail transmission to the e-mail address identified in Section 1.0 of this RFSQ. No hard copies delivered in person or facsimile (faxed) responses will be accepted. All SOQ documentation must be attached, not inked, to the e-mail.

7.5.2 Vendors must submit one copy of the SOQ in response to this RFSQ in the format prescribed herein and clearly marked **"SOQ Submission for As-Needed Language Assistance Services, RFSQ #2024-012**" in the subject line of the e-mail transmission.

7.5.3 The SOQ must be submitted in searchable Adobe PDF format, with confidential, proprietary, and trade secret information noted and redacted. Vendors must specifically redact only those parts of the SOQ that are actually trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the SOQ as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the County.

7.5.4 Please note, each e-mail attachment file size is limited to 60 MB per e-mail. Vendors bear all risks associated with delays in delivery by any person or entity, or e-mail. Any SOQ that deviates from this format may be rejected without review at Public Health Director's sole discretion.

7.5.5 At Public Health Director's sole discretion, SOQs received after the initial due date will be considered, in the order received.

7.6 Acceptance of Terms and Conditions of Master Agreement

Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix A (Master Agreement).

The County reserves the right to make changes to the Master Agreement and its appendices and exhibits at its sole discretion.

7.7 SOQ Withdrawals

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to the person identified in Section 1.0 of this RFSQ.

8.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

8.1 Review Process

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

8.1.1 Adherence to Minimum Mandatory Requirements

County will review Exhibit 2 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) and Exhibit 6 (Vendor's Affidavit of Adherence to Minimum Mandatory Requirements), to determine if the Vendor meets the minimum mandatory requirements as outlined in Paragraph 3.0 of this RFSQ.

Failure of the Vendor to comply with the minimum mandatory requirements may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

8.1.2 Vendor's Qualifications (Section A)

County's review will include the following:

8.1.2.1 Vendor's Background and Experience as provided in Section A.1 of the SOQ.

8.1.2.2 A review of the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.

8.1.2.3 If the Vendor is a corporate entity, said entity's "active" status will be verified: For California corporations the "active" status will be verified via the California Secretary of State's website: http://BusinessSearch.sos.ca.gov.

8.1.2.4 A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A.3.

8.1.3 Required Forms (Section B)

All forms listed in Paragraph 7.4.3 (Required Forms) must be signed, dated, and included in Section B of the SOQ.

8.1.3.1 Price Sheet(s)

Vendor must submit a separate and complete Price Sheet for **each** category for which they are attempting to qualify in Section B of this SOQ. Vendor must adhere to instructions in Appendix F, Price Sheet Instructions.

Vendors that do not follow the Instructions for the Price Sheet(s), will be considered non-responsive and excluded from further consideration.

Note: As described in section 2.6.5, Master Agreement Process, of this RFSQ, payment for all work shall be on a fixed rate/fee based on the applicable Price Sheet(s). The fixed rate/fee must remain fixed and firm for the term of the Master Agreement, unless amended at Public Health's discretion.

8.1.4 Proof of Insurability (Section C)

Review the proof of insurability provided in Section C of the SOQ.

8.1.5 Proof of Licenses (Section D)

Review the proof of licenses provided in Section D of the SOQ.

8.2 Selection/Qualification Process

The Department will generally select Vendors that have experience in providing a broad range of As-Needed Language Assistance services. However, in order to ensure the Public Health has a varied pool of qualified Contractors, Public Health may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas.

8.3 Master Agreement Award

Vendors who are notified by Public Health that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Public Health's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

Public Health will execute Board of Supervisors-authorized Master Agreements with each selected Vendor. All Vendors will be informed of the final selections.

Public Health will continuously accept SOQs throughout the Master Agreement term to qualify additional Vendors. Master Agreements will become effective upon the date of execution by Public Health's Director, or her designee, and shall expire at the same time as the initially executed Master Agreements.

9.0 PROTEST PROCESS OVERVIEW

9.1 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review (SRR) by submitting Appendix C (Solicitation Requirements Review Request) to Public Health. A request for a SRR may be denied, in Public Health's sole discretion, if the request does not satisfy all of the following criteria:

9.1.1 The request for a SRR is made within the time frame identified in the solicitation document;

9.1.2 The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit an SOQ;

9.1.3 The SRR itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

9.1.4 The request asserts that either:

9.1.4.1 application of the Minimum Mandatory Requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,

9.1.4.2 due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The SRR will be completed, and Public Health's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the initial SOQ due date.

9.2 Disqualification Review

An SOQ may be disqualified from consideration because Public Health determined it was non-responsive SOQ at any time during the review/evaluation process. If Public Health determines that an SOQ is disqualified due to non-responsiveness, Public Health will notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in Public Health's sole discretion, be denied if the request does not satisfy all of the following criteria:

9.2.1 The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

9.2.2 The request for a Disqualification Review asserts that Public Health's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each

ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review must be completed, and the determination will be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

10.0 Master Agreement Contractors Applying for Additional As-needed Language Assistance Services Category(ies)

During the term of this RFSQ, Master Agreement Contractors may submit an abbreviated SOQ to qualify for an additional As-needed Language Assistance Services category(ies).

Master Agreement Contractors interested in applying for an additional service category(ies) shall submit an abbreviated SOQ as described below.

10.1 Preparation and Format of the Abbreviated SOQ

Vendors may submit one abbreviated SOQ via e-mail to the contact person identified in Paragraph 1.0 (Solicitation Information and Minimum Mandatory Requirements).

Any abbreviated SOQ that deviates from this format may be rejected without review at the Public Health's sole discretion.

The content and sequence of the SOQ must be as follows:

- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms(Section B)
- Proof of Insurance (Section C)
- Proof of Licenses (Section D)

10.1.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the abbreviated SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

10.1.2 Vendor's Qualifications (Section A)

Vendors will use this section to demonstrate that the Vendor's organization has the experience to perform the required services. The abbreviated SOQ must include the following sections:

10.1.2.1 Vendor's Background and Experience (Section A.1)

1) Vendor must complete, sign and date the Exhibit 1.1 (Statement of Qualifications Checklist) as set forth in Appendix B.1 (Required Forms).

2) Vendor must complete, sign and date the Exhibit 2.1 (Organization Questionnaire/Affidavit) as set forth in Appendix B.1 (Required Forms).

3) Vendor must complete, sign and date the Exhibit 6.1 (Vendor's Affidavit of Adherence to Minimum Mandatory Requirements) and demonstrate the ability to satisfy each of the Minimum Mandatory Requirements, as outlined in Section 3.0 of this RFSQ, and has the capability to perform the required services for **each** category for which they are attempting to qualify in, as outlined in Appendix E (Statements of Work).

   Description of experience for **each** category for which Vendor is attempting to qualify in, is limited to two (2) pages, as provided in Exhibit 6.1, (Vendor's Affidavit of Adherence to Minimum Mandatory Requirements).

   The person signing the form must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement.

10.1.2.2 Vendor's Debarment History and List of Terminated Contracts (Section A.2)

The County will conduct a review of Vendor's terminated contracts and debarment history. Vendor must include contracts terminated within the past three (3) years with a reason for termination in Appendix B.1 (Required Forms), Exhibit 4.1 (Debarment History and List of Terminated Contracts). Vendor's completed form Exhibit 4.1 (Debarment History and List of Terminated Contracts) must be provided as part of their SOQ.

10.1.2.3 Vendor's Pending Litigation and Judgments (Section A.3)

Public Health will conduct a review of Vendor's pending litigation and judgements. Vendor must identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Additionally, Vendor must provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor **or** statement verifying Vendor has no pending litigation or judgements.

A review to determine the magnitude of any pending litigation or judgements against the Vendor will be conducted by County.

10.1.3 Required Forms (Section B)

Complete, sign and date all the forms, and include in Section B of the abbreviated SOQ.

Exhibit 1.1 Statement of Qualifications Checklist

Exhibit 2.1 Organization Questionnaire/Affidavit

Exhibit 4.1 Debarment History and List of Terminated Contracts

Exhibit 6.1 Vendor's Affidavit of Adherence to Minimum Mandatory Requirements

Exhibit 7.1 Contribution and Agent Declaration Form

Exhibit 8.1 Price Sheet(s)

Exhibit 10.1 Declaration

10.1.4 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix A (Master Agreement), Paragraphs 8.23 (General Provisions for all Insurance Coverage) and 8.24 (Insurance Coverage). If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

10.1.5 Proof of Licenses (Section D)

Vendor must furnish a copy of all applicable licenses, certificates, accreditation, and permits for the provision of services for which they intend to qualify which include but are not limited to: a valid Business License.

10.2 Abbreviated SOQ Submission

10.2.1 Vendors must submit one copy of the abbreviated SOQ in response to this RFSQ in the format prescribed herein and clearly marked **"Abbreviated SOQ Submission for As-Needed Language Assistance Services – Additional Category(ies), RFSQ #2024-012"** in the subject line of the e-mail transmission to the person identified in Section 1.0 of this RFSQ. No hard copies delivered in person or facsimile (faxed) responses will be accepted. All abbreviated SOQ documentation must be attached, not inked, to the e-mail.

10.2.2 The abbreviated SOQ must be submitted in searchable Adobe PDF format, with confidential, proprietary, and trade secret information noted and redacted. Vendors must specifically redact only those parts of the SOQ that are actually trade secrets, confidential, or proprietary in nature. Blanket or categorical redactions and/or statements of confidentiality, or the marking of each page of the abbreviated SOQ as "Trade Secret," "Confidential," or "Proprietary," are not acceptable, and will be rejected in the sole discretion of the County.

10.2.3 Please note, each e-mail attachment file size is limited to 60 MB per e-mail. Vendors bear all risks associated with delays in delivery by any person or entity, or e-mail. Any SOQ that deviates from this format may be rejected without review at Public Health Director's sole discretion.

10.2.4 Abbreviated SOQs for shall be considered for review at the convenience of the County.

All abbreviated SOQs submitted to qualify for additional needed Language Assistance Services categories are subject to a Modified Review Process consistent with the Review Process referenced in Section 8.0 of this RFSQ.

Please note that the abbreviated SOQs are still subject to Section 7.7, SOQ Withdrawals and Section 9.2, Disqualification Review.

Public Health will inform Master Agreement Contractors deemed qualified for the additional category(ies) and will issue an amendment to their Master Agreement to add additional services.

APPENDIX A

SAMPLE MASTER AGREEMENT

MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR
AS-NEEDED LANGUAGE ASSISTANCE SERVICES

TABLE OF CONTENTS

PARAGRAPH **PAGE**

RECITALS **2**

1.0 APPLICABLE DOCUMENTS **3**

2.0 DEFINITIONS **4**

3.0 WORK **8**

4.0 TERM OF MASTER AGREEMENT **9**

5.0 CONTRACT RATE/FEE **9**

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY **11**

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR **13**

7.1 Contractor's Project Manager 13

7.2 Contractor's Authorized Official(s) 13

7.3 Approval of Contractor's Staff 14

7.4 Contractor's Staff Identification 14

7.5 Background and Security Investigations 14

7.6 Confidentiality 15

7.7 Staff Performance Under the Influence 16

8.0 STANDARD TERMS AND CONDITIONS **16**

8.1 Amendments 16

8.2 Assignment and Delegation/Mergers or Acquisitions 16

8.3 Authorization Warranty 17

8.4 Complaints 17

8.5 Compliance with Applicable Laws 18

8.6 Compliance with Civil Rights Laws 19

8.7 Compliance with County's Jury Service Program 19

8.8 Conflict of Interest 21

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List 22

8.10 Consideration of Hiring GAIN/START Participants 22

8.11 Contractor Responsibility and Debarment 22

8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law 25

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program 25

TABLE OF CONTENTS

PARAGRAPH **PAGE**

8.14 County's Quality Assurance Plan 25
8.15 Damage to County Facilities, Buildings or Grounds 26
8.16 Employment Eligibility Verification 26
8.17 Counterparts and Electronic Signatures and Representations 26
8.18 Fair Labor Standards 27
8.19 Force Majeure 27
8.20 Governing Law, Jurisdiction, and Venue 28
8.21 Independent Contractor Status 28
8.22 Indemnification 28
8.23 General Provisions for all Insurance Coverage 29
8.24 Insurance Coverage Requirements 32
8.25 Liquidated Damages 35
8.26 Most Favored Public Entity 36
8.27 Nondiscrimination and Affirmative Action 36
8.28 Non-Exclusivity 37
8.29 Notice of Delays 37
8.30 Notice of Disputes 38
8.31 Notice to Employees Regarding the Federal Earned Income Credit 38
8.32 Notice to Employees Regarding the Safely Surrendered Baby Law 38
8.33 Notices 38
8.34 Prohibition Against Inducement or Persuasion 38
8.35 Public Records Act 38
8.36 Publicity 39
8.37 Record Retention and Audits 39
8.38 Recycled Content Bond Paper 44
8.39 Subcontracting 45
8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program 46
8.41 Termination for Convenience 47
8.42 Termination for Default 48
8.43 Termination for Improper Consideration 49
8.44 Termination for Insolvency 49

TABLE OF CONTENTS

PARAGRAPH **PAGE**

8.45 Termination for Non-Adherence of County Lobbyist Ordinance 50
8.46 Termination for Non-Appropriation of Funds 50
8.47 Validity 50
8.48 Waiver 50
8.49 Warranty Against Contingent Fees 51
8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program 51
8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program 51
8.52 Time off For Voting 52
8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking 52
8.54 Compliance with Fair Chance Employment Hiring Practices 52
8.55 Compliance with the County Policy of Equity 52
8.56 Prohibition from Participation in Future Solicitation(s) 53
8.57 Injury and Illness Prevention Program 53
8.58 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding 53

9.0 UNIQUE TERMS AND CONDITIONS 53

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) 53
9.2 Contractor's Charitable Activities Compliance 54
9.3 Ownership of Materials, Software and Copyright 54
9.4 Patent, Copyright and Trade Secret Indemnification 55
9.5 Data Destruction 56

10.0 SURVIVAL 56

TABLE OF CONTENTS

STANDARD EXHIBITS

A Statements of Work

Category 1: Document Translation and Other Written Services

Category 2: Oral Interpretation Services

Category 3: Telephonic and Video Remote Interpretation Services

Category 4: Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People

B Price Sheets

Category 1: Document Translation and Other Written Services

Category 2: Oral Interpretation Services

Category 3: Telephonic and Video Remote Interpretation Services

Category 4: Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People

C County's Administration

D Contractor's Administration

E Safely Surrendered Baby Law

F Contractor Acknowledgement and Confidentiality Agreement

UNIQUE EXHIBITS

G Charitable Contributions Certification

H Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

I Health Information Technology for Economic and Clinical Health Act ("HITECH")

J Information Security and Privacy Requirements

MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
AND
DEPARTMENT OF PUBLIC HEALTH
FOR
AS-NEEDED LANGUAGE ASSISTANCE SERVICES

This Master Agreement and Exhibits made and entered into on Enter Date ("Execution Date") by and between the County of Los Angeles, Department of Public Health hereinafter referred to as "County" and Contractor Name, hereinafter referred to as "Contractor". Contractor Name is located at Contractor Address, to provide As-Needed Language Assistance Services in the following categories:

☐ Category 1: Document Translations and Other Written Services

Additional Language Services **(Optional)**

- ☐ Back Translation
- ☐ Braille Duplication
- ☐ Braille Transcription and Translation
- ☐ Certified Translations
- ☐ Communication Access Realtime Translation (CART)
- ☐ Desktop Publishing (DTP)
- ☐ Document Accessibility Remediation
- ☐ Language Proficiency Training and Testing
- ☐ Large Format Printing
- ☐ Localization
- ☐ Post-Production/Post-Webinar (Closed) Captioning
- ☐ Remote Transcription
- ☐ Review of Translation
- ☐ Subtitling
- ☐ Text Transcription
- ☐ Transcription
- ☐ Transcreation
- ☐ Translation Memory
- ☐ Video Recording Captioning
- ☐ Voice-over Services/Audio Video Dubbing
- ☐ Web Content Remediation

☐ Category 2: Oral Interpretation Services

Additional Language Services **(Optional)**

- ☐ Communication Access Realtime Translation (CART)
- ☐ Equipment Rental

- ☐ Language Proficiency Training and Testing
- ☐ On-Site Technician
- ☐ Remote Transcription
- ☐ Voice-over Services/Audio Video Dubbing

☐ Category 3: Telephonic and Video Remote Interpretation Services

Additional Language Services (Optional)

- ☐ Communication Access Realtime Translation (CART)
- ☐ Equipment Rental
- ☐ Remote Transcription
- ☐ Subtitling
- ☐ Voice-over Services/Audio Video Dubbing

☐ Category 4: Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People

Additional Language Services (Optional)

- ☐ Communication Access Realtime Translation (CART)
- ☐ Equipment Rental
- ☐ Language Proficiency Training and Testing
- ☐ On-Site Technician
- ☐ Post-Production/Post-Webinar (Closed) Captioning
- ☐ Remote Transcription
- ☐ Subtitling
- ☐ Text Transcription
- ☐ Transcription

RECITALS

WHEREAS, the County may contract with private businesses for As-Needed Language Assistance Services when certain requirements are met; and

WHEREAS, Contractor is a private (public, non-profit) firm specializing in providing As-Needed Language Assistance Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of Public Health Department or designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A through J are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

Exhibit A Statements of Work

- Category 1: Document Translation and Other Written Services
- Category 2: Oral Interpretation Services
- Category 3: Telephonic and Video Remote Interpretation Services
- Category 4: Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People

Exhibit B Price Sheets

- Category 1: Document Translation and Other Written Services
- Category 2: Oral Interpretation Services
- Category 3: Telephonic and Video Remote Interpretation Services
- Category 4: Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People

Exhibit C County's Administration

Exhibit D Contractor's Administration

Exhibit E Safely Surrendered Baby Law

Exhibit F Contractor Acknowledgement and Confidentiality Agreement

Unique Exhibits:

Exhibit G Charitable Contributions Certification

Exhibit H Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

Exhibit I Health Information Technology for Economic and Clinical Health Act ("HITECH")

Exhibit J Information Security and Privacy Requirements

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 Active Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.

2.1.2 Appointment: Date and time as-needed language assistance services will be provided by Contractor.

2.1.3 Call-Connect Response Time: The elapsed time measured from when Contractor answers the Department's call requesting telephone or video interpretation services to when the correct interpreter picks up the call to perform interpretation services.

2.1.4 Certified Deaf Interpreter (CDI): CDIs are interpreters who are deaf native ASL signers who have specialized training and/or experience in the use of gesture, mime, props, drawings and other tools to enhance communication with deaf or hard of hearing individuals who are not fluent in American Sign Language.

2.1.5 Contractor's Project Manager: The individual designated by Contractor to administer the Master Agreement operations and to liaise with Department during the term of the Master Agreement.

2.1.6 County's Master Agreement Program Director (MAPD): Person designated by the Department of Public Health with authority on contractual or administrative matters relating to the Master

Agreement that cannot be resolved by the Department Master Agreement Manager.

2.1.7 County Observed Holidays, are as follows:

New Year's Day (January 1st)
Martin Luther King, Jr. Day (Third Monday in January)
Presidents' Day (Third Monday in February)
Memorial Day (Last Monday in May)
Juneteenth Day (June 19th)
Independence Day (July 4th)
Labor Day (First Monday in September)
Indigenous People's Day (Second Monday in October)
Veterans Day (November 11th)
Thanksgiving Day and the Friday following (Fourth Thursday and Friday in November)
Christmas Day (December 25th)

2.1.8 Cued Speech Transliteration Services: A transliterator converts one language from the spoken mode of communication to the cued mode, making all phonemes (distinct units of sound) of that language uniquely visible on the hands and mouth. Transliterators also provide visual access to environmental sounds.

2.1.9 Day(s): Calendar day(s), unless otherwise specified.

2.1.10 Department: Any of the three County health departments, Public Health, Health Services, and Mental Health, which may obtain as-needed language assistance services under this Master Agreement.

2.1.11 Department Master Agreement Manager: A specific County employee designated by each County health Department under the Master Agreement to manage the day-to-day administration of services and to monitor the daily operations and responsible for inspecting any and all tasks, deliverables, goods, services, and other work provided by Contractor.

2.1.12 Emergency Service Request: A request that requires Contractor to complete as-needed language assistance services within one (1) business day from the date of request from the Department.

2.1.13 Expedited Rapid Service Request: A request that requires Contractor to complete as-needed language assistance services within four (4) hours, which includes weekends, evenings, and

County observed holidays, from the date and from the time of request from the Department.

2.1.14 Expedited Service Request: A request that requires Contractor to complete as-needed language assistance services within three (3) business days from the date of request from the Department.

2.1.15 Fiscal Year: The 12-month period beginning July 1st and ending the following June 30th.

2.1.16 Individual: Any person conducting business or requesting information or services from the Department.

2.1.17 Limited English Proficiency: A limited ability to speak and/or understand English that may reduce an individual's ability to understand and respond to information provided by the Department.

2.1.18 Master Agreement: County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs.

2.1.19 Master Agreement Contractor: see **2.1.26 Qualified Contractor**.

2.1.20 Monolingual: Involving, using, or speaking one language.

2.1.21 On-Demand: Readily available interpretation services in which Contractor connects Department to a qualified interpreter within 40 seconds of the request.

2.1.22 On-Demand Telephonic Interpretation: Readily available interpretation services in which an interpreter translates speech orally over-the-telephone from one language into another language in order for a non-English speaking or limited English proficiency individual to understand what is being communicated.

2.1.23 On-Demand Video Remote Interpretation: Readily available interpretation services that involve the use of a videophone, web camera or other technology that projects a live image of the remote interpreter interpreting from one oral or signed language into another oral or signed language in order for an individual who is non-English speaking, has limited English proficiency, and/or is deaf or hard of hearing to understand what is being communicated.

2.1.24 On-site Technician: Contractor' staff designated to assist with the materials, supplies, and/or equipment for the completion of as-needed language assistance services at County or Non-County facility.

2.1.25 Pre-scheduled Telephonic Interpretation Services: A future date and time scheduled by the Department in advance for interpretation services in which an interpreter translates speech orally over-the-telephone from one language into another language

in order for a non-English speaking or limited English proficiency individual to understand what is being communicated.

2.1.26 **Pre-scheduled Video Remote Interpretation Services**: A future date and time scheduled by the Department in advance for interpretation services that involve the use of a videophone, web camera or other technology that projects a live image of the remote interpreter interpreting from one oral or signed language into another oral or signed language in order for an individual who is non-English speaking, has limited English proficiency, and/or is deaf or hard of hearing to understand what is being communicated.

2.1.27 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum mandatory qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Public Health.

2.1.28 **Quality Assurance/Quality Control:** The quality assurance procedures Contractor must establish to assure County a consistently high level of service throughout the term of the Master Agreement.

2.1.29 **Rapid Service Request**: A request that requires Contractor to complete as-needed language assistance services within 24 hours, which includes weekends, evenings, and County observed holidays, from the date and from the time of request from the Department.

2.1.30 **Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

2.1.31 **Secure Web Based Portal**: Secure web-based portal where Contractor receives service requests from Department.

2.1.32 **Service Request:** A request for as-needed language assistance services and any relevant equipment for an on-demand or scheduled service from the Department.

2.1.33 **Staff:** Contractor's employees, sub-contractors, and/or consultants providing services under this Master Agreement.

2.1.34 **Standard Service Request:** A request that requires Contractor to complete as-needed language assistance services within 10 business days from the date of request from the Department or at a later date as determined by the Department.

2.1.35 **Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.

2.1.36 **Statement of Work:** A written description in detail of the required services to be performed under this Master Agreement.

2.1.37 Tactile Sign Language Interpretation Services: A method of communicating in which an individual who is deaf/hard of hearing and blind/has low vision lightly places their hands over those of the signer to follow what's being communicated through touch and movement.

2.1.38 Trilingual Interpretation Services: Services requiring a fluency in three languages: Sign Language (ASL, Spanish Sign Language or British Sign Language), spoken English and spoken Spanish.

3.0 WORK

3.1 Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 As-Needed Language Assistance Services will conform to Exhibit A, Statement(s) of Work, which describe(s) in detail the work required for the performance thereof. The Payment for services will be on the fully burdened fixed rate/fee basis, subject to the rate/fee specified in Exhibit B, Price Sheet(s).

3.3 If Contractor provides any task, deliverable, service, or other work to County that goes beyond any approved as-needed language assistance services as describe in the Statement(s) of Work, Exhibit A, and/or exceeds the pricing specified in the applicable Price Sheet(s), Exhibit B, as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.

3.4 County procedures for issuing services requests for as-needed language assistance services are as described in the Statement(s) of Work, Exhibit A.

3.5 Department may select a Contractor from the list of Master Agreement Contractors.

3.6 Department may use the services of a Contractor of choice based on pricing, responsiveness, skills, resources and/or quality of service. Selection of a Contractor to provide as-needed language assistance services is at the County's sole discretion.

3.7 Department is not limited as to the amount of services that may be obtained through this Master Agreement.

3.8 Failure of Contractor to provide services within the specified timeframes may disqualify Contractor from future utilization.

3.9 Contractor is not guaranteed a minimum or maximum amount of utilization of their services, and may or may not be utilized, at the County's sole discretion.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement will be effective upon the date of execution, but no sooner than the County Board of Supervisors (Board) approval. This Master Agreement will expire on June 30, 2030 unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County will have the sole option to extend the Master Agreement term for up to five (5) additional one-year periods, for a maximum total Master Agreement term of 10 years. Each such option and extension will be exercised at the sole discretion of the Director of Public Health, or their designee, as authorized by the Board.

The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

4.3 Contractor must notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department of Public Health at the address herein provided in Exhibit C (County's Administration).

5.0 CONTRACT RATE/FEE

5.1 The full-burdened rate/fee for this Master Agreement will be the amount payable by County to Contractor for performing the As-needed Language Assistance services under this Master Agreement. Contractor will be paid according to Exhibit B, Price Sheet(s), of this Master Agreement.

5.2 Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, will occur only with the County's express prior written approval.

5.3 Contractor's rates/fees for each category(ies) will remain firm and fixed for the term of the Master Agreement, pricing for optional years will be evaluated prior to master agreement extensions.

5.4 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by

Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of County's right to recover such payment from Contractor.

5.5 Rate/Fee Structure Guarantee

5.5.1 Rates/Fees specifically listed in Exhibit B, Price Sheet(s), shall be the maximum rates/fees payable by the County for the term of this Master Agreement.

5.6 Invoices and Payments

5.6.1 Contractor will invoice the County, in arrears only, for providing the services authorized pursuant to this Master Agreement and in accordance with the applicable Statement(s) of Work, Exhibit A. Contractor shall invoice County separately for each category(ies) on a monthly basis.

5.6.2 Payment for all Services will be on a fixed price per deliverable basis as per Exhibit B, Price Sheet(s).

5.6.3 All work performed by, and all invoices submitted by Contractor pursuant to service requests issued hereunder must receive the written approval of Department Master Agreement Manager, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.6.4 Invoices under this Master Agreement must be submitted to the applicable Department Master Agreement Manager, as designated in Exhibit C (County's Administration).

5.6.5 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Service Request.

Fixed Price Per Deliverable

Each invoice submitted by Contractor must include specific details, as further described in the Invoice paragraph of the Statement(s) of Work, Exhibit A.

5.6.6 **Preference Program Enterprises – Prompt Payment Program**

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered

report, or any other validation of receipt document consistent with Board Policy 3.035 (Preference Program Payment Liaison and Prompt Payment Program).

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 Contractor must submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

6.1 Any of the three County health departments, Public Health, Health Services, and Mental Health, who may obtain as-needed language assistance services under this Master Agreement. The County's Master Agreement Program Director, assigned under the Department of Public Health, is responsible for the administration of this Master Agreement. Each department will assign a Department Master Agreement Manager. The Department Master Agreement Manager will manage the day-to-day administration of the language services and monitor the daily operation of each specific service request.
A listing of all County Administration referenced in the following paragraphs are designated in Exhibit C (County's Administration). The

County will notify Contractor in writing of any change in the names or addresses shown.

6.2 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

6.2.1 The MAPD is designated by the Department of Public Health.

6.2.2 The MAPD has the authority on contractual or administrative matters, including keeping and updating all records, relating to this Master Agreement.

6.2.3 The MAPD, or designee, is the approving authority and is responsible for the approval and execution on behalf of County of any Amendments and Change Notices, issued under this Master Agreement.

6.2.4 County shall notify Contractor, in writing, of any change in the name or address of the MAPD.

6.3 Department Master Agreement Manager

6.3.1 Department Master Agreement Manager is a specific County employee designated by each Department under this Master Agreement. Department Master Agreement Manager will be specified in, and specific to, each Service Request.

6.3.2 The Department Master Agreement Manager is responsible to manage the day-to-day administration of services and to monitor the daily operations and to inspect any and all tasks, deliverables, goods, services, and other work provided by Contractor under this Master Agreement.

6.3.3 Department Master Agreement Manager is the Department's point of contact with respect to the day-to-day administration of this Master Agreement. Department Master Agreement Manager will generally be the first person for Contractor to contact with any questions regarding services under this Master Agreement by the Department.

6.3.4 Department Master Agreement Manager will be responsible for coordinating and monitoring Contractor's work, and for ensuring objectives are met. Department Master Agreement Manager will also be responsible for:

- Monitoring and reporting of Contractor's performance and progress, of services requested under this Master Agreement and all requirements;
- Ensuring Contractor's compliance with County's applicable Technical Standards;

- Reviewing and approving project tasks, equipment, services, and other work;
- Coordinating with Contractor's Project Manager or designated staff, on a regular basis, regarding the performance of Contractor;
- Providing direction to Contractor as they relate to County policies;
- Reviewing and approving Contractor invoices.

6.3.5 Department Master Agreement Manager is not authorized to make any changes in rates/fees, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Paragraph 8.1.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). Contractor must notify the County's Master Agreement Program Director (MAPD) in writing of any change in the name or address of Contractor's Project Manager.

7.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with Department's Master Agreement Manager on a regular basis with respect to all requested services.

7.1.3 Contractor's Project Manager will have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement.

7.1.4 Contractor's Project Manager or designee will be available to attend any meetings at the County's request.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit D (Contractor's Administration). Contractor must promptly notify County's Master Agreement Program Director (MAPD) in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor must provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

All staff of Contractor assigned under categories 2 and 4 to County facilities, meetings, or events are required to have an Identification (ID) badge on their person and visible at all times. Contractor bears the expense of the badging.

7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor must retrieve and return the County Identification (ID) badge to the County on the next business day after the employee has terminated employment with Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return the County Identification (ID) badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's

staff any information obtained through the County's background investigation.

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

7.6.4 Contractor must sign and adhere to the provisions of the Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

7.7 Staff Performance Under the Influence

Contractor must not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by Contractor and by Director of Public Health.

8.1.2 The Director of Public Health, or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 Term of Master Agreement. Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by Contractor and by Director of Public Health.

8.1.3 Notwithstanding Paragraph 8.1.1, the Director of Public Health, or designee, may amend this Master Agreement to permit modifications to price sheet(s) and corresponding adjustments to the statement of work, tasks, and/or activities and/or allow changes to hours of operation, changes to service locations, and/or correction of errors in the Master Agreement's terms and conditions, a written amendment will be executed by Director of Public Health, or designee, and Contractor, as authorized by the County's Board of Supervisors.

8.1.4 **Addition/Deletion of Categories**

The Master Agreement Project Director (MAPD), or designee may, at their sole discretion, authorize to add and/or delete Categories as set forth in Attachment 1, Skills Categories, to the Master Agreement. To add or delete Categories an Amendment to the Master Agreement will be prepared by the County and executed by Contractor and by the MAPD, or designee, as authorized by the County's Board of Supervisors.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally

prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent requires a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

Contractor represents and warrants that the person executing this Master Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

Contractor must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.4.1 Within 30 business days after the execution of this Master Agreement, Contractor must provide the County with Contractor's policy for receiving, investigating and responding to user complaints.

8.4.2 The policy must include, but not be limited to, when and how new clients, as well as current and recurring clients, are to be informed of the procedures to file a complaint.

8.4.3 The client and/or his/her authorized representative must receive a copy of the procedure.

8.4.4 The County will review Contractor's policy and provide Contractor with approval of said policy or with requested changes.

8.4.5 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within 30 business days for County approval.

8.4.6 If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.

8.4.7 Contractor must preliminarily investigate all complaints and notify the Department Master Agreement Manager of the status of the investigation within 15 business days of receiving the complaint.

8.4.8 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.49 Copies of all written responses must be sent to the Department Master Agreement Manager within three (3) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

8.5.1 In the performance of this Master Agreement, Contractor must comply with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the

preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County:

8.6.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.6.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.6.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.6.4 Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.7.2 Written Employee Jury Service Policy:

8.7.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor

qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five (5) Days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

8.7.2.2 For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

8.7.2.3 If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's

definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

8.7.2.4 Contractor’s violation of this Paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

8.8.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

8.10.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other Master Agreements which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if

warranted by the circumstances, and terminate any or all existing Contracts Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

8.11.4.1 If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.11.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.11.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed

decision and recommendation of the Contractor Hearing Board.

8.11.4.4 If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

8.11.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.11.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the

right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.12 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit E, in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

https://lacounty.gov/residents/family-services/child-safety/safe-surrender/.

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.13.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Master Agreements are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

The County or its agent(s) will monitor Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which

the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/ corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 Damage to County Facilities, Buildings or Grounds

8.15.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.

8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

8.16.1 Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.16.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute

one and the same Master Agreement. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals. The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

8.18 Fair Labor Standards

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which the County may be found jointly or solely liable.

8.19 Force Majeure

8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other

sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

This Master Agreement will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.21 Independent Contractor Status

8.21.1 This Master Agreement is by and between the County and Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

8.21.3 Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Master Agreement.

8.21.4 Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 Indemnification

Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers (collectively County and its Agents) have been given insured status under Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than 10 Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate must match Contractor's name identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements must be sent to:

  County of Los Angeles
  Department of Public Health – Contract Monitoring Section
  5555 Ferguson Drive, 3rd Floor, Suite 3031
  Commerce, California 90022
  CMD-Monitoring@ph.lacounty.gov
  Attention: Manager Contract Monitoring Section

- Contractor also must promptly report to County any injury or property damage, accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Master Agreement and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

The County and its Agents must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least 10 Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the

County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.23.6 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as Additional Insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies must not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs with respect to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies to satisfy the Required Insurance provisions.

8.23.12 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.23.13 Alternative Risk Financing Programs

The County reserves the right to review and approve Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.23.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.24 Insurance Coverage Requirements

8.24.1 Commercial General Liability

Contractor must maintain insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 Million
Products/Completed Operations Aggregate:	$1 Million
Personal and Advertising Injury:	$1 Million
Each Occurrence:	$1 Million

8.24.2 Automobile Liability

Contractor must maintain insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including "owned", "leased", "hired", and/or non-owned autos, as each may be applicable.

8.24.3 Workers Compensation and Employers' Liability

Contractor must maintain insurance, or qualified self- insurance, satisfying statutory requirements, including Employers' Liability coverage with limits of not less than $1 Million per accident. If Contractor will provide leased employees, or is: (1) an employee leasing temporary staffing firm; or (2) a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Written notice must be provided to County at least 10 Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 **Unique Insurance Coverage**

8.24.4.1 Sexual Misconduct Liability

Contractors providing services under Category 2: Oral Interpretation Services and Category 4: Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People, must provide proof of Sexual Misconduct Liability Insurance.

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $1 Million per claim and $1 Million aggregate, and

claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.24.4.2 Professional Liability/Errors and Omissions

Contractor must maintain insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than $1 Million per claim and $2 Million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.24.4.3 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of $1 Million per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/ restriction for unencrypted portable devices/media may be on the policy.

8.25 Liquidated Damages

8.25.1 If, in the judgment of the Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from the County, will be forwarded to Contractor by the Director in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director deems are correctable by Contractor over a certain time span, the Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director may: (a) deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, and that Contractor will be liable to the County for liquidated damages in said amount, which will be deducted from the County's payment to Contractor; and/or (c) upon giving five (5) days' notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.

8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This paragraph may not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in Paragraph 8.25.2, and may not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If Contractor's prices decline, or should Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices will be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

8.27.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

8.27.2 Contractor certifies to the County each of the following:

8.27.2.1 Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.27.2.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.27.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.27.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.27.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action includes, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.27.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 Non-Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Master Agreement will not restrict the Department from acquiring similar, equal, or like goods and/or services from other entities or sources.

8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

Contractor must bring to the attention of the Department Master Agreement Manager any dispute between the County and Contractor regarding the performance of services as stated in this Master Agreement. If the Department Master Agreement Manager is not able to resolve the dispute, the Director of Public Health, or designee will resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at:

https://lacounty.gov/residents/family-services/child-safety/safe-surrender/

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C (County's Administration) and D (Contractor's Administration). Addresses may be changed by either party giving 10 business days' prior written notice thereof to the other party. The Director has the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Audits) of this Master Agreement; as well as those documents which were required to be

submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions listed in the California Government Code Section 7921 et seq. (Public Records Act) may be applied to documents which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

8.36.1 Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Master Agreement, must have written approval from the Public Health Director prior to publication, printing, duplication, and/or implementation under this Master Agreement. All such materials, public announcements, literature, audiovisuals, and printed material must include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health, and other applicable funding sources.

For the purposes of this Master Agreement, all such items include, but are not limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

8.37 Record Retention and Audits

8.37.1 Service Records: Contractor must maintain all service records related to this Master Agreement for a minimum period of seven years following the expiration or prior termination of this Master Agreement. Contractor must provide upon request by County, accurate and complete records of its activities and operations as

they relate to the provision of services hereunder. Records must be accessible as detailed in the subsequent Subparagraph(s).

8.37.2 Financial Records: Contractor must prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at:

AC Contract Accounting and Administration Handbook – June 2021 (lacounty.gov)

If this Master Agreement is federally funded, Contractor must adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance.

Such records must clearly reflect the actual cost of the type of service for which payment is claimed and include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants, and other revenues, including County, federal, and State revenues, and all costs by type of service.
(2) General Ledger.
(3) A written cost allocation plan which includes reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
(4) Personnel records which show the percentage of time worked providing services claimed under this Contract. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Master Agreement.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved Master Agreement budget. Such records must be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Master Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records must be retained by Contractor at a location within Los Angeles County during the term of this Master Agreement and for a minimum of seven years following expiration or earlier termination of this Master Agreement, or until federal, State, and/or County audit findings are resolved, whichever is later. During such retention period, all such records must be made available during normal business hours within 10 Days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, Contractor must permit such inspection or audit to take place at an agreed to outside location, and Contractor must pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor further agrees to provide such records, when possible, immediately to County by facsimile (fax), electronic mail (e-mail), or file transfer protocol, upon Director's request. Director's request will include appropriate County fax number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor agrees to make available the original documents of such fax and e-mail records when requested by Director for review as described hereinabove.

8.37.3 Preservation of Records: If, following termination of this Master Agreement, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are

to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

8.37.4 Audit Reports: In the event that an audit of any or all aspects of this Master Agreement is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor must file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with the County's Auditor-Controller (Audit Branch) within 30 Days of Contractor's receipt thereof, unless otherwise provided for under this Master Agreement, or under applicable federal or State regulations. To the extent permitted by law, County will maintain the confidentiality of such audit report(s).

8.37.5 Independent Audit: Contractor's financial records must be audited by an independent auditor for every year that this Master Agreement is in effect. The audit must be in compliance with 2 CFR 200.501. The audit must be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor must complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 Days after receipt of the auditor's report(s) or nine months after the end of the audit period.

If the audit report(s) is/are not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is/are delivered to County.

The independent auditor's work papers must be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers must be made available for review by federal, State, or County representatives upon request.

8.37.6 Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven years following the furnishing of services under this Master Agreement, Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder

through any subcontract with a value or cost of ten thousand dollars ($10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract must provide for such access to the subcontract, books, documents, and records of the subcontractor.

8.37.7 Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor must fully cooperate with County's representatives. Contractor must allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Master Agreement and must allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County will reimburse Contractor its customary charge for record copying services, if requested. Director will provide Contractor with at least 10 business days' prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample will be determined in accordance with generally accepted auditing standards. An exit conference will be held following the performance of such audit/compliance review at which time the result will be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

Contractor will have the opportunity to review County's findings on Contractor, and Contractor will have 30 Days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the 30-Day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, will be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

8.37.8 Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services, and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by

County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services must be repaid by Contractor to County. For the purpose of this Paragraph an "unsubstantiated unit of service" means a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" means stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, Contractor must repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within 30 Days of termination of this Master Agreement, such audit finds that the units of service, allowable costs of services, and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

(4) In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service is less than fee-for-service rate(s) set out in the budget(s), Contractor will only be reimbursed for its actual allowable and documented costs.

8.37.9 Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph will constitute a material breach of this Master Agreement upon which Director may suspend or County may immediately terminate this Master Agreement.

8.38 Recycled Content Bond Paper

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Master Agreement.

8.39 Subcontracting

8.39.1 For purposes of this Master Agreement, subcontracts must be approved in advance in writing by Director. Contractor's request to Director for approval of a subcontract must include:

(1) Identification of the proposed subcontractor (who must be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontractor.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract must take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

8.39.2 Director will review Contractor's request to subcontract and determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

8.39.3 Subcontracts must be made in the name of Contractor and may not bind nor purport to bind County. The making of subcontracts hereunder does not relieve Contractor of any requirement under this Master Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of employees and subcontractor(s). Further, Director's approval of any subcontract must not be construed to limit in any way, any of County's rights or remedies contained in this Master Agreement.

8.39.4 In the event that Director consents to any subcontracting, Contractor is solely liable and responsible for any and all payments or other compensation to any subcontractor(s), and their officers, employees, and agents.

8.39.5 In the event that Director consents to any subcontracting, such consent is provisional, and does not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County is not liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages,

costs, or expenses arising from or related to County's exercising of such a right.

8.39.6 The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees providing services under this Master Agreement. Contractor must notify its subcontractors of this County right.

8.39.7 Subcontracts must contain the following provision: "This contract is a subcontract under the terms of a prime Master Agreement with the County of Los Angeles and is subject to all of the provisions of such prime Master Agreement." Further, Contractor must also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs.

Contractor must deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Master Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

8.39.8 Contractor must obtain certificates of insurance which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

8.39.9 Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

8.39.10 Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were a Contractor employee.

8.39.11 Contractor remains fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Contractor's failure to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County

under any other provision of this Master Agreement, Contractor's failure to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

8.41.1 This Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of services hereunder will be effected by a Notice of Termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 10 Days after the Notice is sent.

8.41.2 After receipt of a Notice of Termination and except as otherwise directed by the County, Contractor must :

- Stop work under this Master Agreement on the date and to the extent specified in such notice; and
- Complete performance of such part of the work as would not have been terminated by such Notice of Termination.

8.41.3 Further, after receipt of a Notice of Termination, Contractor will submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice must be submitted promptly, but not later than 60 Days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination will be final. After such determination is made, County will pay Contractor the amount so determined.

8.41.4 Contractor, for a period of seven (7) years after final settlement under this Master Agreement, in accordance with the Paragraph 8.37 (Record Retention and Audits), must retain and make available all of its books, records, documents, or other evidence bearing on the Contractor's costs and expenses under this Master Agreement in respect to the provision of services hereunder. All such books, records, documents, or other evidence must be retained by Contractor at a location in Los Angeles County and must be made available within 10 Days of written notice by County for purposes of inspection or audit by representatives of County during normal business hours..

8.42 Termination for Default

8.42.1 The County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of Department's Master Agreement Manager:

- Contractor has materially breached this Master Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement ; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County for such similar goods and services. Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

8.42.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

8.43.1 The County may, by written notice to Contractor, immediately terminate the Contractor's right to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement, or the making of any determinations with respect to Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.43.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding

Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for Contractor;
- The execution by Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 are not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Section 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor must comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. 1352) and any implementing regulations, and must ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the County will not be obligated for Contractor's performance hereunder, or by any provision of this Master Agreement during any of the County's future fiscal years, unless and until the Board appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement will terminate as of June 30th of the last fiscal year for which funds were appropriated. The County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 Validity

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances will not be affected thereby.

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision.

Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

8.49.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County will have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206, the County's Defaulted Property Tax Reduction Program.

8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Contractor's failure to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 Days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.202.

8.52 Time off For Voting

Contractor must notify and provide its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 Days before every Statewide election, Contractor and any subcontractor(s) must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If Contractor or a member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing services under this Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this Paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.54 Compliance with Fair Chance Employment Hiring Practices

Contractor, and any subcontractor(s), must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph may constitute a material breach of this Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.55 Compliance with the County Policy of Equity

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees, or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected

characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.56 Prohibition from Participation in Future Solicitation(s)

Proposers, Contractors, or a subsidiary or subcontractor ("Proposer/Contractor") are prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. Violation of this provision will result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision survives the expiration or other termination of this Master Agreement.

8.57 Injury and Illness Prevention Program

Contractor is required to comply with the State of California's Division of Occupational Safety and Health (Cal OSHA) regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.58 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to Government Code Section 84308, Contractor and its subcontractors, are prohibited from making a contribution of more than $250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.1.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Master Agreement, Contractor provides services to the County and Contractor creates, has access to, receives, maintains, or transmits Protected Health

Information as defined in Exhibit H (Business Associate Under Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)) in order to provide those services. The County and Contractor therefore agree to the terms of Exhibit H, (Business Associate Under Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

9.2 Contractor’s Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractor to complete Exhibit G (Charitable Contributions Certification), the County seeks to ensure that if Contractor receives or raises charitable contributions, it complies with California law in order to protect the County and its taxpayers. If Contractor receives or raises charitable contributions without complying with its obligations under California law, it commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

9.3 Ownership of Materials, Software and Copyright

9.3.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor’s work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all Contractor’s right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor’s work under this Master Agreement.

9.3.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor must maintain and provide security for all Contractor’s working papers prepared under this Master Agreement. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County’s Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Propriety" or "Confidential"

on each appropriate page of any document containing such material.

9.3.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

9.3.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under Paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.

9.4 Patent, Copyright and Trade Secret Indemnification

9.4.1 Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:

1. Procure for County all rights to continued use of the questioned equipment, part, or software product; or
2. Replace the questioned equipment, part, or software product with a non-questioned item; or
3. Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not

supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Data Destruction

Contractor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization.* Vendor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

10.0 SURVIVAL

In addition to any terms and conditions of this Master Agreement that expressly survive expiration or termination of this Master Agreement by their terms, the following provisions will survive the expiration or termination of this Master Agreement for any reason:

Paragraph 7.6	(Confidentiality)
Paragraph 8.20	(Governing Law, Jurisdiction, and Venue)
Paragraph 8.22	(Indemnification)
Paragraph 8.23	(General Provisions for all Insurance Coverage)
Paragraph 8.24	(Insurance Coverage Requirements)
Paragraph 8.37	(Record Retention and Audits)
Paragraph 8.47	(Validity)
Paragraph 8.48	(Wavier)
Paragraph 8.5	(Compliance with Applicable Laws)

Paragraph 9.3 (Ownership of Materials, Software and Copyright)
Paragraph 9.4 (Patent, Copyright and Trade Secret Indemnification)

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board has caused this Master Agreement to be subscribed by its Director of Public Health, and Contractor has caused to be subscribed in its behalf by its duly authorized officer, the month, day, and year first above written.

COUNTY OF LOS ANGELES

By _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

_____
Contractor

By _____
Signature

_____
Printed Name

Title_____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
DAWYN R. HARRISON
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By_____
Contracts and Grants Division Management

STANDARD EXHIBITS

A STATEMENTS OF WORK (REFER TO APPENDIX E OF THIS RFSQ)

B PRICE SHEETS (REFER TO APPENDIX F OF THIS RFSQ)

C COUNTY'S ADMINISTRATION

D CONTRACTOR'S ADMINISTRATION

E SAFELY SURRENDERED BABY LAW

F CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

UNIQUE EXHIBITS

G CHARITABLE CONTRIBUTIONS CERTIFICATION

H BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

I HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT ("HITECH")

J INFORMATION SECURITY AND PRIVACY REQUIREMENTS

EXHIBIT C

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. Click or tap here to enter text.

COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
E-mail Address:	Click or tap here to enter text.

DEPARTMENT OF PUBLIC HEALTH MASTER AGREEMENT MANAGER:

Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
E-mail Address:	Click or tap here to enter text.

DEPARTMENT OF HEALTH SERVICES MASTER AGREEMENT MANAGER:

Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
E-mail Address:	Click or tap here to enter text.

DEPARTMENT OF MENTALL HEALTH MASTER AGREEMENT MANAGER:

Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.
E-mail Address:	Click or tap here to enter text.

EXHIBIT D

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Click or tap here to enter text.

MASTER AGREEMENT NO. Click or tap here to enter text.

CONTRACTOR'S PROJECT MANAGER:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

EXHIBIT E

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.
Any fire station. Any hospital. Any time.
1.877.222.9723
BabySafeLA.org
No shame | No blame | No names
21
98

EXHIBIT E

Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

1. Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
2. You must leave your newborn with a fire station or hospital employee.
3. You don't have to provide your name.
4. You will only be asked to voluntarily provide a medical history.
5. You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names

BabySafeLA.org

ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.

BabySafeLA.org

No shame | No blame | No names

EXHIBIT E

FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?
Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?
No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?
The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?
After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?
Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:
You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org
English, Spanish and 140 other languages spoken.

EXHIBIT F

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Master Agreement No. _____

GENERAL INFORMATION:
The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.

1.3 "Covered Entity" has the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" will mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.9 “Electronic Media” has the same meaning as the term “electronic media” at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 "Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term “unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations. (See 45 C.F.R § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity’s applicable Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate must not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate must not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate must not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate must implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate must comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate must report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate must provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate must make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov,** that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect themselves from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate must provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate must delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate must document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and must provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate must provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate must maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 must include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate must document the information specified in Section 9.1.1, and must maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate must provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request, and must provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting must be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity’s compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate must immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate must mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate must, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate must notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate must be written in plain language, will be subject to review and approval by Covered Entity, and must include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect themselves from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate must reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity will not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate must indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate’s performance of the Services, and Business Associate must thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement will be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 will survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which must be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business

Associate must return or, if agreed to by Covered entity, must destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate will retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.

18.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate must return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate must ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase

Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

AND

HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.3 "Electronic Health Record" has the same meaning as the term "electronic

health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. §162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is

created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;(b) shall Disclose Protected Health Information to Covered Entity upon request; (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law. Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is

not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to **the Chief Privacy Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**.

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R.164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach. If Business Associate is not able to provide the information specified in section 2.3.2 or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made or ally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual who's Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the

Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten

(10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).

b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.

c. **County Information:** all Data and Information belonging to the County.

d. **Data:** a subset of Information comprised of qualitative or quantitative values.

e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.

g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.

i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.

j. **Integrity**: the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.

k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.

l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.

m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.

n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.

o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.

p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.

q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

   The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

   The Contractor's Privacy Program must include:

   - A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
   - External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
   - Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
   - A training program that covers Privacy Policies, protocols and awareness;
   - A response plan to address privacy Incidents and privacy breaches; and

- Ongoing privacy assessments and audits.

3. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

4. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

5. CONFIDENTIALITY

a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".

b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 11, SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

6. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

7. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security **(**IPSec**)**, at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

8. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

9. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 11, SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 7, STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 7, STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

10. ACCESS CONTROL

Subject to and without limiting the requirements under Section 7, STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 7, STORAGE AND TRASNMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;

c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;

d. Applications will include access control to limit user access to County Information and application system functions;

e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 11, SECURITY AND PRIVACY INCIDENTS; and

f. In the event any hardware, storage media, or removable media (as described in Section 7, STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 7, STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

11. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:
Jeffrey Aguilar
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:
Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:
Sasha Schleuman
Departmental Information Security Officer
5555 Ferguson Dr.
Commerce, CA 90022
(213) 251-6703
SSchleumer@ph.lacounty.gov

b. Include the following Information in all notices:

i. The date and time of discovery of the Incident,

ii. The approximate date and time of the Incident,

iii. A description of the type of County Information involved in the reported Incident, and

iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.

v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.

c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.

e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.

f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

12. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 5, CONFIDENTIALITY, will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

13. AUDIT AND INSPECTION

a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must bear all costs of the audit**;** and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

   Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

   When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

14. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;

- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

APPENDIX B

RFSQ REQUIRED FORMS

FOR

AS-NEEDED LANGUAGE ASSISTANCE SERVICES

REQUEST FOR STATEMENT OF QUALIFICATIONS

RFSQ #2024-012

APPENDIX B

REQUIRED FORMS

TABLE OF CONTENTS

Exhibits

Exhibit 1: Statement of Qualifications (SOQ) Checklist

Exhibit 2: Organization Questionnaire/Affidavit

Exhibit 3: Certification of Compliance

Exhibit 4: Debarment History and List of Terminated Contracts

Exhibit 5: Community Business Enterprise (CBE) Information (Excel Worksheet)

Exhibit 6: Vendor's Affidavit of Adherence to Minimum Mandatory Requirements

Exhibit 7: Contribution and Agent Declaration Form

Exhibit 8: Price Sheets (Excel Worksheet)

Exhibit 9: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Exhibit 10: Declaration

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) #2024-012
AS-NEEDED LANGUAGE ASSISTANCE SERVICES

STATEMENT OF QUALIFICATIONS (SOQ) CHECKLIST – EXHIBIT 1

The purpose of this document is to ensure each Vendor has submitted all applicable sections, forms, exhibits, attachments, etc. with its SOQ. Please check the appropriate box(es).

Additionally, Vendors are encouraged to complete the optional Vendor Survey Questionnaire on the last page of this Checklist – Exhibit 1 (Attachment A).

VENDOR'S NAME (Legal Full Name):	
Identify category(ies) Vendor is applying for:	
☐ Category 1: Document Translation and Other Written Services ☐ Category 2: Oral Interpretation Services ☐ Category 3: Telephonic and Video Remote Interpretation Services ☐ Category 4: Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People	
	Included
RFSQ Reference, Sub-section 7.4.1: Table of Contents	☐ Yes
RFSQ Reference, Sub-section 7.4.2: Vendor's Qualifications (Section A)	
Vendor's Background and Experience (Section A.1)	
Exhibit 1: Statement of Qualifications Checklist	☐ Yes
Exhibit 2: Organization Questionnaire/Affidavit	☐ Yes
Exhibit 6: Vendor's Affidavit of Adherence to Minimum Mandatory Requirements	☐ Yes
Corporations or Limited Liability Company (LLC):	☐ Yes ☐ N/A
1) Vendor furnished a copy of Certificate of Good Standing	☐ Yes
2) Vendor furnished a copy of Statement of Information	☐ Yes
3) Vendor furnished a copy of its "IRS 501(c)(3) Determination Letter" which must state that Vendor's organization qualifies for tax-exempt status under section 501(c)(3) status of the Internal Revenue Code.	☐ Yes ☐ N/A

Limited Partnership:	☐ Yes ☐ N/A
Furnished a confirmed copy of the Certificate of Limited Partnership OR Application for Registration of Foreign Limited Partnership, as filed with the California Secretary of State, and any amendments.	☐ Yes
Vendor's Debarment History and List of Terminated Contracts (Section A.2)	
Exhibit 4: Debarment History and List of Terminated Contracts	☐ Yes
Vendor's Pending Litigation and Judgments (Section A.3)	
Vendor's Pending Litigation and Judgments Statement Note: Per the RFSQ, Section 7.4.2.3, Vendor's Pending Litigation and Judgments, Vendor must provide a separate statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor **or** a statement verifying Vendor has no pending litigations or judgments.	☐ Yes
RFSQ Reference, Sub-section 7.4.3: Required Forms (Section B)	
Exhibit 3: Certification of Compliance	☐ Yes
Exhibit 5: Community Business Enterprise (CBE) Information **(Excel)**	☐ Yes
Exhibit 7: Contribution and Agent Declaration Form	☐ Yes
Exhibit 8: Price Sheet(s) **(Excel)**	☐ Yes
Exhibit 9: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions (45 C.F.R. Part 76.)	☐ Yes
Exhibit 10: Declaration	☐ Yes
RFSQ Reference, Sub-section 7.4.4: Proof of Insurability (Section C)	
Vendor furnished a copy of Certificate of Insurance (ACCORD or equivalent form) **or** a letter from a qualified insurance carrier indicating a willingness to provide the required coverage.	☐ Yes
COMMERCIAL GENERAL LIABILITY (All Categories)	☐ Yes
General Aggregate: $2 Million	
Products/Completed Operations Aggregate: $1 Million	☐ Yes
Personal and Advertising Injury: $1 Million	☐ Yes
Each Occurrence: $1 Million	☐ Yes
AUTO LIABILITY (All Categories)	☐ Yes
Auto Liability: $1 Million	

WORKERS' COMPENSATION (All Categories)	
Each Accident: $1 Million	☐ Yes
SEXUAL MISCONDUCT LIABILITY (Categories 2 and 4)	
Not less than $1 Million per claim and $1 Million aggregate	☐ Yes ☐ N/A
PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS (All Categories)	
Not less than $1 Million per claim and $2 Million aggregate	☐ Yes
CYBER LIABILITY (All Categories)	
Not less than $1 Million per occurrence and in the aggregate	☐ Yes
RFSQ Reference, Sub-section 7.4.5: Proof of Licenses (Section D)	
Vendor furnished a copy of all applicable licenses, certificates, accreditation, and permits for the provision of services for which they intend to qualify which include but are not limited to: a valid Business License.	☐ Yes
Vendor submitted one copy of the bid in response to this RFSQ in the format prescribed herein and clearly marked **"SOQ Submission for As-Needed Language Assistance Services, RFSQ #2024-012"** in the subject line of the e-mail transmission.	☐ Yes

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) #2024-012
AS-NEEDED LANGUAGE ASSISTANCE SERVICES

STATEMENT OF QUALIFICATINS (SOQ) CHECKLIST – EXHIBIT 1

Vendor Survey Questionnaire

Optional Survey: Your feedback is greatly appreciated.

Vendor Name (Optional):	

How did your agency learn about this contracting opportunity with the County of Los Angeles Department of Public Health? Please check box(es) that apply.

❖ **Social Media (e.g., Twitter, Facebook, etc.)**	☐ **Yes**
❖ **Department of Public Health Workshop**	☐ **Yes**
❖ **County Vendor Fair**	☐ **Yes**
❖ **Contracting Opportunity flyer**	☐ **Yes**
❖ **E-mail Notification**	☐ **Yes**
❖ **Website (Department Public Health Contracts and Grants)**	☐ **Yes**
❖ **Other Website (*Please describe below*):**	☐ **Yes**
❖ **Other (*Please describe below*):**	☐ **Yes**

Thank you!

REQUIRED FORMS – EXHIBIT 2

ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Vendor's Name:		**County Webven Number:**
Address:		
Telephone Number:		**Email:**
Internal Revenue Service Employer Identification Number:		**California Business License Number:**
1	Select the option that best defines your firm's business structure: ☐ Corporation ☐ Limited Liability Company (LLC) ☐ Limited Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Franchise ☐ Other (Specify)	**If Corporation or Limited Liability Company (LLC):** Legal Name (as stated in Articles of Incorporation): State of Incorporation: Year of Incorporation: **If Limited Partnership or a Sole Proprietorship:** Name of proprietor or managing partner: **If other:** Specify business structure name:
2	Is your firm doing business under one or more DBA's**?** ☐ Yes ☐ No	Name: Country of Registration: Year became DBA:
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: State of Incorporation or registration of parent firm:
4	Has your firm done business under other names within last five (5) years? ☐ Yes ☐ No	If yes, indicate any other names and the year of name change. Name(s): Year(s) of Name Change:

REQUIRED FORMS – EXHIBIT 2

ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state “NONE”.	
6	Is your firm involved in any pending acquisition or mergers? ☐ Yes ☐ No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Vendor.	Name: Title: Phone: Email: Name: Title: Phone: Email: Name: Title: Phone: Email:

REQUIRED FORMS – EXHIBIT 3

CERTIFICATION OF COMPLIANCE

Vendor certifies compliance with all programs, policies, and ordinances specified below.

	TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	**Certifies Compliance?** ☐ Yes ☐ No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	**Certifies Compliance?** ☐ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	**Certifies Compliance?** ☐ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	**Certifies Compliance?** ☐ Yes ☐ No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicab	Board Policy 5.065	**Check the Certification below that is applicable to your company.** ☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. **OR** ☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider GAIN/START Participants	Board Policy 5.050	**Certifies Compliance?** ☐ Yes ☐ No **Willing to provide GAIN/START participants access to employee mentoring program?** ☐ Yes ☐ No ☐ N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	**Certifies Compliance?** ☐ Yes ☐ No **If No, identify exemption:** ☐ My business does not meet the definition of "contractor," as defined in the Program. ☐ My business is a small business as defined in the Program. ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	**Certifies Compliance?** ☐ Yes ☐ No **If No, identify exemption:**

REQUIRED FORMS – EXHIBIT 4
DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Vendor's Name:

1. DEBARMENT HISTORY (Check one)	YES	NO
Vendor is currently debarred by a public entity	☐	☐
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS AND/OR MASTER AGREEMENTS (Check one)	**YES**	**NO**
Vendor has contracts that have been terminated in the past three (3) years.	☐	☐

If yes, please list all Contracts and/or Master Agreements that have been terminated prior to expiration within the last three (3) years.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

REQUIRED FORMS – EXHIBIT 5

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

Refer to Excel Worksheet

REQUIRED FORMS – EXHIBIT 6

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

Vendor must demonstrate that they meet the Minimum Mandatory Requirements **by the date on which statement of qualifications (SOQ) are due** to qualify in one (1) or more of the As-needed Language Assistance Services categories identified in Section 2.3 and outlined in Appendix E (Statements of Work) of the RFSQ. Vendor should document all relative experience and qualifications in order to demonstrate compliance with the Vendor's Minimum Mandatory Requirements. Vendor acknowledges and certifies that firm meets and will comply with the Minimum Mandatory Requirements as stated in Paragraph 3.0 of the RFSQ, as listed below.

Note: The minimum mandatory requirements may not be met through any collaboration or a subcontract relationship between two (2) or more organizations.

Please check the box immediately below to identify the category(ies) vendor is applying for:

☐ **Category 1**: Document Translation and Other Written Services

☐ **Category 2**: Oral Interpretation Services

☐ **Category 3**: Telephonic and Video Remote Interpretation Services

☐ **Category 4**: Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People

Check the appropriate boxes *(Vendor must check a box under each Section below. Failure to check any boxes or provide required responsive information may result in disqualification of the SOQ as non-responsive.)*

MMR 3.1	Vendor must have three (3) years of experience within the last five (5) years providing services in each category for which they are attempting to qualify as identified in Section 2.3 and outlined in Appendix E (Statements of Work).
☐ **Yes.** Vendor does meet the requirement stated above.	

REQUIRED FORMS – EXHIBIT 6

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

☐ **Category 1:** Document Translation and Other Written Services	☐ Not Applicable

Vendor must indicate the number of years of experience and clearly demonstrates ability to meet the above-referenced requirement.

Indicate Years of Experience:

FROM _____ **mm/yr.** **TO** _____ **mm/yr.**

Describe Experience for Category 1:

Page of 1 of 2

Describe Experience for Category 1 (continued):

Page of 2 of 2

REQUIRED FORMS – EXHIBIT 6

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

☐ **Category 2:** Oral Interpretation Services	☐ Not Applicable

Vendor must indicate the number of years of experience and clearly demonstrates ability to meet the above-referenced requirement.

Indicate Years of Experience:

FROM _____ **mm/yr.** **TO** _____ **mm/yr.**

Describe Experience for Category 2:

Page of 1 of 2

Describe Experience for Category 2 (continued):

Page of 2 of 2

REQUIRED FORMS – EXHIBIT 6

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

☐ **Category 3:** Telephonic and Video Remote Interpretation Services	☐ Not Applicable

Vendor must indicate the number of years of experience and clearly demonstrates ability to meet the above-referenced requirement.

Indicate Years of Experience:

FROM _____ **mm/yr.** **TO** _____ **mm/yr.**

Describe Experience for Category 3:

Page of 1 of 2

Describe Experience for Category 3 (continued):

Page of 2 of 2

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

☐ **Category 4:** Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People	☐ Not Applicable

Vendor must indicate the number of years of experience and clearly demonstrates ability to meet the above-referenced requirement.

Indicate Years of Experience:

FROM _____ **mm/yr.** **TO** _____ **mm/yr.**

Describe Experience for Category 4:

Describe Experience for Category 4 (continued):

Page of 2 of 2

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

MMR 3.2	If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. County will verify that Vendor does not have unresolved disallowed costs.

☐ Vendor does not have any unresolved disallowed costs as explained above.

☐ Vendor has unresolved disallowed costs as explained above.

The following additional qualifications apply to Category 3 ONLY:

MMR 3.3	Vendor must have a minimum of one (1) centralized calling center, either a physical or cloud-based site equipped and staffed locally or remotely, with uninterruptible power supply, a toll-free access phone number, and fully redundant backup capabilities **-and-** one (1) free application or use a web application, with required log-in, hosted within the United States that resides on a secure server and a web browser, with no plug-ins or applets downloaded to the end User's computer with uninterruptible power supply and fully redundant backup capabilities that complies with County security protocols, Exhibit J, Information Security and Privacy Requirements, of the Sample Master Agreement.

Check the appropriate box:

☐ **Yes.** Vendor does meet the requirement stated above.

☐ **No.** Vendor does not meet the requirement stated above.

☐ **N/A.** Not Applicable

REQUIRED FORMS – EXHIBIT 6

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

Vendor must document their experience below that clearly demonstrates ability to meet the above-referenced requirement.
Page 1 of 2

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

Vendor must document their experience below that clearly demonstrates ability to meet the above-referenced requirement (continued).
Page 2 of 2

REQUIRED FORMS – EXHIBIT 6

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

The following additional qualifications apply to Categories 2 and 4:	
MMR 3.4	Vendor must have an administrative office located within the geographic boundaries of Los Angeles County.
Check the appropriate box: ☐ **Yes.** Vendor does meet the requirement stated above. (If yes, provide address of office(s) location below) ☐ **No.** Vendor does not meet the requirement stated above. ☐ **N/A.** Not Applicable	
Street Address	
City and Zip Code	

Vendor further acknowledges that any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ may be cause for rejecting the SOQ. The evaluation and determination in this area will be at the Public Health Director's sole judgment, which will be final.

On behalf of (Vendor's Name):			
I, (Vendor's Authorized Representative):			
hereby certify that this Vendor's Affidavit is true and correct to the best of my information and belief.			
Signature		**Title**	

REQUIRED FORMS – EXHIBIT 7

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code Section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than $250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice*. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*

REQUIRED FORMS – EXHIBIT 7

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

   *(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	**Recipient Name** (elected official)	**Amount**

*Please attach an additional page, if necessary.

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	**Name** (of the contributor)	**Recipient Name** (elected official)	**Amount**

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 7

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, (Authorized Representative), on behalf of (Declarant Company), at which I am employed as (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

_____ _____

Signature Date

REQUIRED FORMS – EXHIBIT 7

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL VENDORS OR APPLICANTS

I, , declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

_____ _____

Signature Date

REQUIRED FORMS – EXHIBIT 8

PRICE SHEET(S)

Refer to Excel Worksheet

REQUIRED FORMS – EXHIBIT 9

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Vendor shall provide immediate written notice to the person to whom this proposal is submitted if at any time Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

4. Vendor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. Vendor further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Master Agreement, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Vendor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Vendor acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Vendor acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

9. Where Vendor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Vendor shall attach a written explanation to its proposal in lieu of submitting this Certification. Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this solicitation.

<u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)</u>

Vendor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

REQUIRED FORMS – EXHIBIT 10

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-10 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

APPENDIX B.1

RFSQ REQUIRED FORMS

FOR

AS-NEEDED LANGUAGE ASSISTANCE SERVICES

REQUEST FOR STATEMENT OF QUALIFICATIONS

RFSQ #2024-012

APPENDIX B.1

REQUIRED FORMS

TABLE OF CONTENTS

Exhibits

Exhibit 1.1: Statement of Qualifications (SOQ) Checklist
Exhibit 2.1: Organization Questionnaire/Affidavit
Exhibit 4.1: Debarment History and List of Terminated Contracts
Exhibit 6.1: Vendor's Affidavit of Adherence to Minimum Mandatory Requirements
Exhibit 7.1: Contribution and Agent Declaration Form
Exhibit 8.1: Price Sheets (Excel Worksheet)
Exhibit 10.1: Declaration

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) #2024-012
AS-NEEDED LANGUAGE ASSISTANCE SERVICES

ABBREVIATED STATEMENT OF QUALIFICATIONS (Abbreviated SOQ) ADDITIONAL CATEGORIES CHECKLIST – EXHIBIT 1.1

The purpose of this document is to ensure Contractor has submitted all applicable sections, forms, exhibits, attachments, etc. with its Abbreviated SOQ. Please check the appropriate box(es).

VENDOR'S NAME (Legal Full Name):	
DEPARTMENT OF PUBLIC HEALTH MASTER AGREEMENT NUMBER:	
PH-	
Identify additional category(ies) Contractor is applying for:	
☐ Category 1: Document Translation and Other Written Services ☐ Category 2: Oral Interpretation Services ☐ Category 3: Telephonic and Video Remote Interpretation Services ☐ Category 4: Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People	
RFSQ Reference, Sub-section 10.1.1: Table of Contents	Included ☐ Yes
RFSQ Reference, Sub-section 10.1.2: Vendor's Qualifications (Section A)	
Vendor's Background and Experience (Section A.1)	
Exhibit 1.1: Statement of Qualifications Checklist	☐ Yes
Exhibit 2.1: Organization Questionnaire/Affidavit	☐ Yes
Exhibit 6.1: Vendor's Affidavit of Adherence to Minimum Mandatory Requirements	☐ Yes
Vendor's Debarment History and List of Terminated Contracts (Section A.2)	
Exhibit 4.1: Debarment History and List of Terminated Contracts	☐ Yes
Vendor's Pending Litigation and Judgments (Section A.3)	
Vendor's Pending Litigation and Judgments Statement Note: Per the RFSQ, Section 10.1.2.3, Vendor's Pending Litigation and Judgments, Vendor must provide a separate statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor **or** a statement verifying Vendor has no pending litigations or judgments.	☐ Yes

RFSQ Reference, Sub-section 10.1.3: Required Forms (Section B)	
Exhibit 7.1: Contribution and Agent Declaration Form	☐ Yes
Exhibit 8.1: Price Sheet(s) **(Excel)**	☐ Yes
Exhibit 10.1: Declaration	☐ Yes
RFSQ Reference, Sub-section 10.1.4: Proof of Insurability (Section C)	
Vendor furnished a copy of Certificate of Insurance (ACCORD or equivalent form) **or** a letter from a qualified insurance carrier indicating a willingness to provide the required coverage.	☐ Yes
COMMERCIAL GENERAL LIABILITY (All Categories)	
General Aggregate: $2 Million	☐ Yes
Products/Completed Operations Aggregate: $1 Million	☐ Yes
Personal and Advertising Injury: $1 Million	☐ Yes
Each Occurrence: $1 Million	☐ Yes
AUTO LIABILITY (All Categories)	
Auto Liability: $1 Million	☐ Yes
WORKERS' COMPENSATION (All Categories)	
Each Accident: $1 Million	☐ Yes
SEXUAL MISCONDUCT LIABILITY (Categories 2 and 4)	
Not less than $1 Million per claim and $1 Million aggregate	☐ Yes ☐ N/A
PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS (All Categories)	
Not less than $1 Million per claim and $2 Million aggregate	☐ Yes
CYBER LIABILITY (All Categories)	☐ Yes
Not less than $1 Million per occurrence and in the aggregate	
RFSQ Reference, Sub-section 10.1.5: Proof of Licenses (Section D)	
Vendor furnished a copy of all applicable licenses, certificates, accreditation, and permits for the provision of services for which they intend to qualify which include but are not limited to: a valid Business License.	☐ Yes
Vendor submitted one copy of the bid in response to this RFSQ in the format prescribed herein and clearly marked **"Abbreviated SOQ Submission for As-Needed Language Assistance Services – Additional Category(ies), RFSQ #2024-012"** in the subject line of the e-mail transmission.	☐ Yes

REQUIRED FORMS – EXHIBIT 2.1

ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Vendor's Name:	**County Webven Number:**
Address:	
Telephone Number:	**Email:**
Internal Revenue Service Employer Identification Number:	**California Business License Number:**

1	Select the option that best defines your firm's business structure: ☐ Corporation ☐ Limited Liability Company (LLC) ☐ Limited Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Franchise ☐ Other (Specify)	**If Corporation or Limited Liability Company (LLC):** Legal Name (as stated in Articles of Incorporation): State of Incorporation: Year of Incorporation: **If Limited Partnership or a Sole Proprietorship:** Name of proprietor or managing partner: **If other:** Specify business structure name:
2	Is your firm doing business under one or more DBA's**?** ☐ Yes ☐ No	Name: Country of Registration: Year became DBA:
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: State of Incorporation or registration of parent firm:
4	Has your firm done business under other names within last five (5) years? ☐ Yes ☐ No	If yes, indicate any other names and the year of name change. Name(s): Year(s) of Name Change:

REQUIRED FORMS – EXHIBIT 2.1

ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state “NONE”.	
6	Is your firm involved in any pending acquisition or mergers? ☐ Yes ☐ No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Vendor.	Name: Title: Phone: Email: Name: Title: Phone: Email: Name: Title: Phone: Email:

REQUIRED FORMS – EXHIBIT 4.1

DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Vendor's Name:

1. DEBARMENT HISTORY (Check one)	YES	NO
Vendor is currently debarred by a public entity	☐	☐
If yes, please provide the name of the public entity:		
2. LIST OF TERMINATED CONTRACTS AND/OR MASTER AGREEMENTS (Check one)	**YES**	**NO**
Vendor has contracts that have been terminated in the past three (3) years.	☐	☐

If yes, please list all Contracts and/or Master Agreements that have been terminated prior to expiration within the last three (3) years.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

REQUIRED FORMS – EXHIBIT 6.1

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

Vendor must demonstrate that they meet the Minimum Mandatory Requirements to qualify in one (1) or more of the As-needed Language Assistance Services categories identified in Section 2.3 and outlined in Appendix E (Statements of Work) of the RFSQ. Vendor should document all relative experience and qualifications in order to demonstrate compliance with the Vendor's Minimum Mandatory Requirements. Vendor acknowledges and certifies that firm meets and will comply with the Minimum Mandatory Requirements as stated in Paragraph 3.0 of the RFSQ, as listed below.

Note: The minimum mandatory requirements may not be met through any collaboration or a subcontract relationship between two (2) or more organizations.

Please check the box immediately below to identify the category(ies) vendor is applying for:

☐ **Category 1**: Document Translation and Other Written Services

☐ **Category 2**: Oral Interpretation Services

☐ **Category 3**: Telephonic and Video Remote Interpretation Services

☐ **Category 4**: Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People

Check the appropriate boxes *(Vendor must check a box under each Section below. Failure to check any boxes or provide required responsive information may result in disqualification of the SOQ as non-responsive.)*

MMR 3.1	Vendor must have three (3) years of experience within the last five (5) years providing services in each category for which they are attempting to qualify as identified in Section 2.3 and outlined in Appendix E (Statements of Work).
☐ **Yes.** Vendor does meet the requirement stated above.	

REQUIRED FORMS – EXHIBIT 6.1

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

☐ **Category 1:** Document Translation and Other Written Services	☐ Not Applicable

Vendor must indicate the number of years of experience and clearly demonstrates ability to meet the above-referenced requirement.

Indicate Years of Experience:

FROM _____ **mm/yr.** **TO** _____ **mm/yr.**

Describe Experience for Category 1:

Page of 1 of 2

Describe Experience for Category 1 (continued):

Page of 2 of 2

REQUIRED FORMS – EXHIBIT 6.1

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

☐ **Category 2:** Oral Interpretation Services	☐ Not Applicable

Vendor must indicate the number of years of experience and clearly demonstrates ability to meet the above-referenced requirement.

Indicate Years of Experience:

FROM _____ **mm/yr.** **TO** _____ **mm/yr.**

Describe Experience for Category 2:

Page of 1 of 2

Describe Experience for Category 2 (continued):

Page of 2 of 2

REQUIRED FORMS – EXHIBIT 6.1

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

☐ **Category 3:** Telephonic and Video Remote Interpretation Services	☐ Not Applicable

Vendor must indicate the number of years of experience and clearly demonstrates ability to meet the above-referenced requirement.

Indicate Years of Experience:

FROM _____ **mm/yr.** **TO** _____ **mm/yr.**

Describe Experience for Category 3:

Page of 1 of 2

Describe Experience for Category 3 (continued):

Page of 2 of 2

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

☐ **Category 4:** Sign Language Interpretation and Other Services for Deaf and Hard of Hearing People	☐ Not Applicable

Vendor must indicate the number of years of experience and clearly demonstrates ability to meet the above-referenced requirement.

Indicate Years of Experience:

FROM _____ **mm/yr.** **TO** _____ **mm/yr.**

Describe Experience for Category 4:

Page 1 of 2

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

Describe Experience for Category 4 (continued):

Page of 2 of 2

REQUIRED FORMS – EXHIBIT 6.1

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

MMR 3.2	If Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. County will verify that Vendor does not have unresolved disallowed costs.

☐ Vendor does not have any unresolved disallowed costs as explained above.

☐ Vendor has unresolved disallowed costs as explained above.

The following additional qualifications apply to Category 3 ONLY:

MMR 3.3	Vendor must have a minimum of one (1) centralized calling center, either a physical or cloud-based site equipped and staffed locally or remotely, with uninterruptible power supply, a toll-free access phone number, and fully redundant backup capabilities **-and-** one (1) free application or use a web application, with required log-in, hosted within the United States that resides on a secure server and a web browser, with no plug-ins or applets downloaded to the end User's computer with uninterruptible power supply and fully redundant backup capabilities that complies with County security protocols, Exhibit J, Information Security and Privacy Requirements, of the Sample Master Agreement.

Check the appropriate box:

☐ **Yes.** Vendor does meet the requirement stated above.

☐ **No.** Vendor does not meet the requirement stated above.

☐ **N/A.** Not Applicable

REQUIRED FORMS – EXHIBIT 6.1

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

Vendor must document their experience below that clearly demonstrates ability to meet the above-referenced requirement.
Page 1 of 2

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

Vendor must document their experience below that clearly demonstrates ability to meet the above-referenced requirement (continued).
Page 2 of 2

REQUIRED FORMS – EXHIBIT 6.1

VENDORS'S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

The following additional qualifications apply to Categories 2 and 4:	
MMR 3.4	Vendor must have an administrative office located within the geographic boundaries of Los Angeles County.
Check the appropriate box: ☐ **Yes.** Vendor does meet the requirement stated above. (If yes, provide address of office(s) location below) ☐ **No.** Vendor does not meet the requirement stated above. ☐ **N/A.** Not Applicable	
Street Address	
City and Zip Code	

Vendor further acknowledges that any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ may be cause for rejecting the SOQ. The evaluation and determination in this area will be at the Public Health Director's sole judgment, which will be final.

On behalf of (Vendor's Name):			
I, (Vendor's Authorized Representative):			
hereby certify that this Vendor's Affidavit is true and correct to the best of my information and belief.			
Signature		**Title**	

REQUIRED FORMS – EXHIBIT 7.1

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code Section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than $250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice*. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*

REQUIRED FORMS – EXHIBIT 7.1

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

   a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:

   b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

   c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

   a) Parent(s):

   b) Subsidiaries:

   c) Related Business Entities:

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

   *(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	**Recipient Name** (elected official)	**Amount**

*Please attach an additional page, if necessary.

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	**Name** (of the contributor)	**Recipient Name** (elected official)	**Amount**

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 7.1

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, (Authorized Representative), on behalf of (Declarant Company), at which I am employed as (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement or use.

_____ _____

Signature Date

REQUIRED FORMS – EXHIBIT 7.1

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL VENDORS OR APPLICANTS

I, , declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

_____ _____

Signature Date

REQUIRED FORMS – EXHIBIT 8.1

PRICE SHEET(S)

Refer to Excel Worksheet

REQUIRED FORMS – EXHIBIT 10.1

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1.1-10.1 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

APPENDIX C

SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST

Vendor requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Vendor Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Proposer/Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Mandatory Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

Name: _____ Title: _____

For County use only
Date SRR Request Received by County: _____ Date Solicitation Released:_____
Reviewed by: _____

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A.

In California, supervision of charities is the responsibility of the Attorney General, whose website, **http://oag.ca.gov/** contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: **http://oag.ca.gov/charities/laws**

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management,* 1000 N Alameda St., #250, Los Angeles, CA 90012 (213) 266-8484 **http://www.cnmsocal.org/**., and statewide, the *California Association of Nonprofits,* **http://www.calnonprofits.org/**. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix D is for informational purposes only. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.

STATEMENTS OF WORK

APPENDIX E OF THE RFSQ

EXHIBIT A OF THE SAMPLE MASTER AGREEMENT

STATEMENT OF WORK
FOR
CATEGORY 1: DOCUMENT TRANSLATION AND OTHER WRITTEN SERVICES

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
1.1	Overview of Document Translation Services	1
1.2	Document Translation Services Required	1
1.3	Languages for Document Translation Services	1
2.0	SPECIFIC WORK REQUIREMENTS	1
3.0	ADDITIONAL LANGUAGE SERVICES	3
4.0	RESPONSIBILITIES	5
	COUNTY'S RESPONSIBILITIES	
4.1	Personnel	5
4.2	Furnished Items	6
	CONTRACTOR'S RESPONSIBILITIES	
4.3	Personnel	6
4.4	Training Requirements	8
4.5	Contractor's Office	9
5.0	SERVICE REQUESTS	9
6.0	CANCELLATIONS	12
6.1	COUNTY	12
6.2	CONTRACTOR	12
7.0	MATERIALS AND EQUIPMENT	12
8.0	HOURS/DAYS OF WORK FOR SERVICES	12
9.0	INVOICES	13
10.0	QUALITY CONTROL	13
11.0	QUALITY ASSURANCE PLAN	14

APPENDIX E/EXHIBIT A

STATEMENT OF WORK
FOR
CATEGORY 1: DOCUMENT TRANSLATION AND OTHER WRITTEN SERVICES

1.0 SCOPE OF WORK

1.1 Overview of Document Translation Services

For purpose of this Statement of Work, Document Translation Services (hereafter referred to as "translation services") are services provided by professional qualified human translators and/or machine (if applicable) in which the human translators convert written words or text from one language to another language or review translated content for accuracy in meaning, tone, and intent. The objective of translation services is to convey the original tone and intent of a message to enable the Department to make linguistically appropriate documents available to Individuals. For the purposes of this document, translation services must not include the sole use of technology and artificial intelligence to generate direct translations and should not be the only method used for second review or proofreading.

1.2 Document Translation Services Required

Contractor will provide translation services of documents (public facing, client specific, etc.) that relay information (including health documents, pamphlets, flyers, reports, etc.) needed to facilitate non-English monolingual or limited English proficiency individuals access to and understanding of information. Contractor will deliver translation of written English to any other written language. Contractor's translation services will include a second translator review to ensure accuracy of translation. Additionally, Contractor must deliver translation services from any written language, to written English, upon Department's request.

Contractor must provide translation services, as requested by the Department as further described in Sections 3.0 Specific Work Requirements and 5.0 Service Requests, of this Statement of Work.

1.3 Languages for Document Translation Services

The Contractor's translation services must be available for all languages identified in Price Sheet, Exhibit B.

2.0 SPECIFIC WORK REQUIREMENTS

2.1 Contractor must provide document translations services that include, but are not limited, to the following:

STATEMENT OF WORK
FOR
CATEGORY 1: DOCUMENT TRANSLATION AND OTHER WRITTEN SERVICES

2.1.1 Document Translation - Human: Translation of text from original source language to the target language using one or more human translator(s).

2.1.2 Document Translation – Machine Only: Translation of text from original source language to the target language using automated computer software.

2.1.3 Document Translation – Human and Machine Only: Translation of text from original source language to the target language using both human translator(s) and automated computer software.

2.1.4 Contractor must provide translation services by professional qualified human translators and/or machine, if applicable.

2.1.5 Contractor must provide translated document(s), in which a second translator review has been conducted to ensure accuracy and clarity in translation (not stylistic preferences), to the Department for review and confirmation of satisfactory completion.

2.1.6 Contractor must, at no additional cost to Department, return two versions of the translated document: a clean version and another version showing the changes that have been made (e.g., using redlines or highlighting).

2.1.7 Contractor must, at no additional cost to Department, work with Department to make any adjustments and modifications to translated document to ensure satisfactory completion within one month.

2.1.8 County will withhold payment for services provided, until the Department determines translated document(s) have been satisfactorily completed.

2.1.9 Contractor must, at no additional cost to Department, translate documents to ensure a readability level no greater than the source document and at approximately a 5th grade level, unless otherwise requested by Department.

2.1.10 Contractor must return translated documents in the format requested in the Service Request, with proper headings, margins, and text alignment to ensure the translated document closely resembles source document.

2.1.11 Contractor must ensure that translation of document content, including unknown words, is not word for word from the source language or the word must not be spelled out in the written form of the source language. Translation must ensure the original tone and intent of source language is not lost while using culturally appropriate language.

2.1.12 Contractor must have procedures established in the event services are not completed as required under this Statement of Work. This includes, but not limited to, service interruptions when providing translation services and lapse in services during an unforeseen emergency. These procedures must be submitted to the DPH Department Master Agreement Manager within 30 days following the execution of this Master Agreement and are subject to review and approval by the DPH Department Master Agreement Manager.

3.0 ADDITIONAL LANGUAGE SERVICES

Contractor offers the following type(s) of additional language services **(check all that apply)**:

☐ **Back Translation**: Process of re-translating text from target language back to its original source language.

☐ **Braille Transcription and Translation Services**: Consists of converting text, live or recorded speech, audio or video into Braille in the source language and/or requested target language(s) and/or creating Tactile Graphics, where images are printed with raised lines so that they can be read by touch.

☐ **Braille Duplication Services**: Consists of using specialist Braille-printing equipment to produce and/or duplicate Braille materials.

☐ **Certified Translations**: Document that has been verified and signed by a certified translator attesting to the accuracy and completeness of the translation.

☐ **Communication Access Realtime Translation (CART)**: Consists of an onsite or remote human translator who uses live captioning technology to convert spoken language into a visually readable format.

☐ **Desktop Publishing (DTP)**: Creation of documents using page layout software.

STATEMENT OF WORK
FOR
CATEGORY 1: DOCUMENT TRANSLATION AND OTHER WRITTEN SERVICES

☐ **Document Accessibility Remediation Services**: Consists of converting electronic documents to ensure they are accessible to assistive technologies such as screen readers, allowing individuals with disabilities to hear an auditory version of the text and images within the document. This can also consist of creating an appropriate Heading Structure; Writing alternate text for images that require descriptions; Marking decorative images as artifacts; tagging lists and tables; Setting a logical reading order; Setting bookmarks and linking the Table of Contents.

☐ **Language Proficiency Training and Testing Services**: Consists of services provided by professional qualified human translation and/or interpretation instructors. The objective of proficiency training and testing services is to provide effective training and objective, valid, and reliable assessments of proficiency in reading, writing, comprehension, translation and/or interpretation target language(s) for individuals wishing to provide professional translation and/or interpretation services or qualify for a bilingual staff designation.

☐ **Large Format Printing Services**: Consists of generating print materials created for individuals with low vision that conform with Large Print best practices concerning font size, line spacing, character length, use of color and graphics, paper type and size, and other applicable formatting.

☐ **Localization**: Process of adapting content to a new linguistic and cultural audience beyond the scope of translation.

☐ **Post-Production/Post-Webinar (Closed) Captioning**: Consists of a human translator converting a previously recorded meeting, webinar, or other presentation that is typically saved on a DVD, CD, or media file into written text.

☐ **Remote Transcription**: Consists of a human translator to translate the real-time conversion of communications into written text. Services can be displayed on a screen or a live stream for the Department/audience, done remotely with use of audio/video relay equipment.

☐ **Review of Translation**: Process of assessing a completed translation to ensure accuracy and quality.

☐ **Subtitling Services**: Consists of converting audio or video content to text in the same language of the source material. It also includes translation of that

text from the original language to a different language, allowing viewers to understand the content in their preferred language.

☐ **Text Transcription Services**: Consists of a human transcriber converting speech, audio or written word into a text message.

☐ **Transcription Services**: Consists of a human translator converting speech or audio into a written, plain text document.

☐ **Translation Memory**: Database for sentence pairs matching source language and target language segments.

☐ **Transcreation**: Process of adapting content from one language to another while gaining the existing tone, intent, and style.

☐ **Video Recording Captioning Services**: Consists of a human translator splitting transcript text into caption frames ("chunks") and time-coding each frame to synchronize with the audio of a video.

☐ **Voice-over Services/Audio Video Dubbing**: Consists of a human voice artist/talent translator recording a translated script to present audio content. The Contractor will provide additional work to ensure the high-quality sound and include dubbing for sound effects and/or music.

☐ **Web Content Remediation**: Process of ensuring digital content accessibility for users with disabilities.

4.0 RESPONSIBILITIES

County's and Contractor's responsibilities are as follows:

COUNTY'S RESPONSIBILITIES

4.1 **Personnel**

The Department of Public Health will administer the Master Agreement according to the Master Agreement, Paragraph 6.0 Administration of Master Agreement – County. Specific duties will include:

4.1.1 Monitoring Contractor's performance in the daily operation of this Master Agreement.

4.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.

4.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

4.1.4 Approving additional languages for translation services, on an as-needed basis.

4.2 **Furnished Items**

County will not provide or furnish any items under this Master Agreement.

CONTRACTOR'S RESPONSIBILITIES

4.3 Personnel

The Contractor will administer the Master Agreement according to the Master Agreement, Paragraph 7.0 Administration of Master Agreement – Contractor. Specific duties will include:

4.3.1 Contractor must assign sufficient staff to perform the provided services under this Master Agreement.

4.3.2 Contractor must ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.

4.3.3 Contract must ensure that all staff comply with:

4.3.3.1 Sub-paragraph 7.6 – Confidentiality, of the Master Agreement.

4.3.3.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA), Code of Federal Regulations (CFR) 42, Part 2, confidentiality and nondisclosure agreements that address privacy of communications, confidentiality, personal responsibility, and protection of information belonging to Individuals and the Department. Signed acknowledgments and evidence of trainings to meet this requirement must be maintained in the personnel's file at Contractor's office.

4.3.3.3 Applicable Office of Civil Rights' requirements, including Code of Federal Regulations, Title 45, Part 92, non-discrimination requirements of Section 1557 of the Affordable Care Act.

4.3.4 Contractor must assign professional human translators that are available to provide services as described in Sections 3.0 Specific Work Requirements and 5.0 Service Requests, of this Statement of Work, and that meet the following requirements:

4.3.4.1 Have at least one (1) year of experience performing translation services in the health field.

4.3.4.2 Be at least 18 years of age.

4.3.4.3 Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.

4.3.4.4 Be proficient in English and have a mastery in fluency of the target language that is equivalent to that of an educated native speaker of the language being requested for translation service.

4.3.4.5 Demonstrate cultural humility and apply cultural, social, and behavioral knowledge that affirms the identity of the non-English speaking or limited English proficiency individual while facilitating accurate and effective communication.

4.3.4.6 Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information translated.

4.3.4.7 Have a valid or equivalent certification from the American Translators Association (ATA) for languages certified by ATA and follow ATA Code of Professional Conduct or equivalent certifying agency and maintain a proficiency level that is equivalent to the standards set forth by the certifying agency and follow certifying agency's Code of Professional Conduct.

4.3.4.8 Provide translation services only for the language(s) they have been certified to translate or have degree in to translate.

4.3.4.9 Contractor's staff providing translation services must display non-judgmental, culture-affirming attitudes and provide work in a professional and courteous manner.

4.3.4.10 Provide translation services in a manner without interjecting personal opinions and without personal commentary.

4.3.4.11 Contractor's staff providing translation services for medical documents must have completed a medical/mental healthcare interpreter education course which covers medical terminology with coursework including, but not limited to, anatomy and physiology, medical specialties, healthcare practices, diagnostic procedures and testing, pathology and treatment, ethics, linguistic challenges, sight translations, and cultural competence; a certificate of completion is the only acceptable proof (academic or non-academic program) to correctly interpret medical terminology to and from English and to and from any language listed in the Price Sheet, Exhibit B. The training program must be at a minimum of forty hours, and of those, ten hours must be related to mental health training.

4.4 Training Requirements

4.4.1 Contractor must ensure all staff providing services under this Master Agreement receive training, onboarding and continuing in-service training under this Master Agreement.

4.4.3 Contractor must train, test and qualify translators to ensure that they provide all Services in accordance with Health Care Information Technology for Economic and Clinical Health Act (HITECH).

4.4.4 Contractor must maintain complete training and certification records for all translators and make records available to County for review within 10 days of County's Request. Training and certification records must contain, at a minimum, the following:

a) Information that specifies how the translator's language fluency was verified/tested;
b) Date that translator's fluency was verified/tested;
c) Identification of the language(s) which the translator is qualified to translate;
d) Identification of the level of competency verified/tested;
e) Documentation demonstrating that the translator has professional translator experience in the certified language; and
f) Dates and types of all trainings provided by Contractor to meet confidentiality and non-disclosure requirements.

4.4.5 Contractor must provide training and training material to Department at the request of Department throughout the term of this master agreement.

4.5 Contractor's Office

4.5.1 Contractor must maintain an administrative office with a telephone number and an electronic mail (e-mail) address in the company's name where Contractor conducts business. The administrative office must be staffed during normal business hours, Monday through Friday, by at least one employee who can respond to inquiries or complaints which may be received about Contractor's performance under this Statement of Work, or other issues or concerns.

4.5.2 For rapid and expedited rapid services, Contractor must provide a toll-free telephone number for an emergency contact that can be reached 24 hours per day, seven (7) days per week, and 365 days per year basis, as described in Sections 3.0 Specific Work Requirements, 5.0 Service Requests, and 8.0 Hours/Days of Work for Services.

5.0 SERVICE REQUESTS

5.1 On an as-needed basis, the Department will contact Contractor via e-mail or telephone to request translation services that will: a) identify the type of Service Request (i.e., Standard Request, Expedited Request, Emergency Request, Rapid Request, or Expedited Rapid Request); b) describe services needed; c) include the Department's Service Request ID Number and; d) provide any additional information needed. Contractor must adhere to the requirements in this section at no additional cost to the county.

5.2 Contractor must provide a quote for each Service Request and the quote must be calculated with the rate(s) set forth in the Price Sheet, Exhibit B.

The quote will be utilized to verify the word count and the rate(s) in the price sheet.

5.3 Contractor must consider the service or appointment confirmed upon receiving Department confirmation and/or authorization for the quote through e-mail or telephone.

5.3.1 Payment for services rendered will not be made if prior authorization is not received from the Department Master Agreement Manager or their designee.

5.4 Unauthorized extensions of the service are strictly prohibited. If necessary, a request for an extension must adhere to the following conditions:

5.4.1 Request for approval of any extension must be communicated through e-mail or a direct telephone call between Contractor the Department Master Agreement Manager or their designee.

5.4.2 Department Master Agreement Manager will provide approval of extension through e-mail or direct telephone call to Contractor.

5.5 Contractor may reserve the right to accept or decline a Service Request on a case-by-case basis. Contractor will not be penalized for declining Service Requests.

5.6 Upon receipt of a Standard Request, Contractor must:

5.6.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within three (3) business hours;

5.6.2 provide confirmation of ability to perform translation services within one (1) business day of the Service Request from the Department; and

5.6.3 translate documents, including second translator review, within 10 business days from the request date or at a later date as determined by the Department.

5.7 Upon receipt of an Expedited Request, Contractor must:

5.7.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) business hour;

5.7.2 provide confirmation of ability to perform translation services within one (1) business day of the Service Request from the Department; and

5.7.3 translate documents, including second translator review, within three (3) business days from the request date.

5.8 Upon receipt of an Emergency Request, Contractor must:

5.8.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) business hour;

5.8.2 provide confirmation of ability to perform translation services within two (2) business hours of the Service Request from the Department; and

5.8.3 translate documents, including second translator review, within one (1) business day from the request date.

5.9 Upon receipt of a Rapid Request, Contractor must:

5.9.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) hour;

5.9.2 provide confirmation of ability to perform translation services within two (2) hours of the Service Request from the Department; and

5.9.3 translate documents, including second translator review, within 24 hours, which includes weekends, evenings, and County observed holidays, from the date of request from the Department.

5.10 Upon receipt of an Expedited Rapid Request, Contractor must:

5.10.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) hour;

5.10.2 provide confirmation of ability to perform translation services within (1) hour of the Service Request from the Department; and

5.10.3 translate documents, including second translator review, within four (4) hours, which includes weekends, evenings, and County observed holidays, from the date of request from the Department.

If Department does not receive a response within the deadlines as described, the Department will select another Contractor.

6.0 CANCELLATIONS

6.1 COUNTY

Department will have the right to cancel a request without incurring any financial liability if cancellation is made 48 hours prior to the appointment. If cancellation of a request is made at the 47th hour or less prior to the appointment, Department will incur a penalty fee equivalent to 20% of the estimated cost for the requested translation services.

6.2 CONTRACTOR

Contractor must immediately notify the Department of any cancellation and provide an explanation. Contractor must make arrangements to provide Department with the necessary replacement translator(s).

7.0 MATERIALS AND EQUIPMENT

7.1 Contractor must purchase and maintain all materials, supplies, and/or equipment needed to provide translation services under this Statement of Work that will be considered Contractor inventory. Contractor will not invoice Department for purchasing or obtaining materials, supplies, and/or equipment that belong to the Contractor's inventory.

7.2 Contractor must use state-of-the art materials, supplies, and/or equipment that are safe for the environment and safe for use by staff.

7.3 Contractor must provide all materials, supplies, equipment, and/or services needed for the provision of services under this Statement of Work.

7.4 In no event must County be liable or responsible for payment for any materials, supplies, and/or equipment obtained and/or maintained by Contractor to provide services under this Master Agreement, that are not included in the Service Request and in the Price Sheet, Exhibit B.

8.0 HOURS/DAYS OF WORK FOR SERVICES

Contractor must provide a telephone number and an e-mail address where Department can request translation services that require a response during normal

business hours, as further described in Sections 3.0 Specific Work Requirements and 5.0 Service Requests.

Vendors who opt to provide Rapid and Expedited Rapid Service Requests must provide a toll-free telephone number for an emergency contact to respond to service requests, questions and/or concerns from the Department regarding Rapid and Expedited Rapid services on a 24 hours per day, seven (7) days per week, and 365 days per year basis, as further described in Sections 3.0 Specific Work Requirements and 5.0 Service Requests.

County observed holidays are in Section 2.0 Definitions, of the Master Agreement.

9.0 INVOICES

Contractor must submit invoices to the Department Master Agreement Manager or their designee within 30 days following the completion of the services provided. The rate(s) included in the invoice must match the rate(s) set forth in the Price Sheet, Exhibit B. Invoices must include the following:

a) Service Request number;
b) Master Agreement number;
c) name and contact information for contact person from the Department requesting services;
d) type of translation service (direct translation or review of translation)
e) source and target language(s);
f) name or description of materials to be translated or reviewed;
g) number of words;
h) number of pages;
i) duration in hours and minutes spent providing translation or review services per document;
j) name of translator(s)/reviewer(s);
k) rate and total charged, as applicable;
l) any additional details about the service; and
m) any other information upon Department's request.

Invoices submitted later than the 30-day timeframe may undergo additional review, potentially causing delays in processing.

10.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Control Plan to assure quality and consistency of service to the County throughout the term of this Master Agreement. The plan must be submitted to the Department Master Agreement Manager for review and approval within 60 days after effective date of Master

Agreement, and at any point Department requests to review. The Contractor's plan must include, but may not be limited to the following:

10.1 Method of monitoring to ensure and demonstrate that the services effectively fulfill the Master Agreement requirements in a timely manner.

10.2 Procedures for conducting and maintaining complete records of all reviews, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and complete corrective action.

10.3 Provide records of reviews and corrective actions to the Department upon request.

11.0 QUALITY ASSURANCE PLAN

Department will evaluate the Contractor's performance for timeliness and quality under this Master Agreement and will use the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions and Sub-paragraph 8.14, County's Quality Assurance Plan.

11.1 Meetings

Contractor will meet with County as requested.

11.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours but as needed, may be conducted outside of these hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

STATEMENT OF WORK
FOR
CATEGORY 2: ORAL INTERPRETATION SERVICES

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
1.1	Overview of Oral Interpretation Services	1
1.2	Oral Interpretation Services Required	1
1.3	Languages for Oral Interpretation Services	1
2.0	SPECIFIC WORK REQUIREMENTS	2
3.0	ADDITIONAL LANGUAGE SERVICES	3
4.0	RESPONSIBILITIES	4
	COUNTY'S RESPONSIBILITIES	
4.1	Personnel	4
4.2	Furnished Items	4
	CONTRACTOR'S RESPONSIBILITIES	
4.3	Personnel	4
4.4	Training Requirements	7
4.5	Contractor's Office	8
5.0	SERVICE REQUESTS	8
6.0	CANCELLATIONS	11
6.1	COUNTY	11
6.2	CONTRACTOR	11
7.0	MATERIALS AND EQUIPMENT	11
8.0	HOURS/DAYS OF WORK FOR SERVICES	12
9.0	INVOICES	12
10.0	QUALITY CONTROL	13
11.0	QUALITY ASSURANCE PLAN	13

STATEMENT OF WORK
FOR
CATEGORY 2: ORAL INTERPRETATION SERVICES

1.0 SCOPE OF WORK

1.1 Overview of Oral Interpretation Services

For the purpose of this Statement of Work, Oral Interpretation Services (hereafter referred as "oral interpretation services") are in-person or virtual services provided by professional qualified human interpreters and consist of an interpreter to translate speech orally from one language to another language in real time. Oral interpretation can be conducted in consecutive or simultaneous modes.

1.2 Oral Interpretation Services Required

Contractor will provide oral interpretation services to non-English monolingual or limited English proficient speaking individuals for large-scale events (including community events, meetings, workshops, trainings, townhalls, etc.); group counseling sessions needed to facilitate communication and understanding of medical, health and public health, and other information, and sessions with individuals seeking services or information regarding medical, health, public health, and other social services. Individual and group sessions include but are not limited to counseling, conferences, meetings, and other events where information is being conveyed. Contractor will interpret spoken English to any other spoken language, as may be required by the Department. Additionally, Contractor will interpret any other spoken language and translate to spoken English, as may be required by the Department.

Contractor must provide oral interpretation services, as requested by the Department as further described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests.

1.3 Languages for Oral Interpretation Services

The Contractor's oral interpretation services must be available for all languages identified in Price Sheet, Exhibit B.

STATEMENT OF WORK
FOR
CATEGORY 2: ORAL INTERPRETATION SERVICES

2.0 SPECIFIC WORK REQUIREMENTS

2.1 Contractor must provide oral interpretation services that include, but are not limited, to the following:

2.1.1 Consecutive: Oral interpretation services consist of an interpreter talking after a speaker has paused, which allows the interpreter to have time to process the message and correctly convey it in the target language. At in-person settings, the interpreter speaks into a microphone and the audio is delivered to the listener(s) via headsets. At virtual meetings, the information is transmitted using interpretation channels or other dedicated functionalities within the platform.

2.1.2 Simultaneous: Oral interpretation services consist of an interpreter capturing what is said in real-time. At in-person settings, the interpreter speaks into a microphone and the audio is delivered to the listener(s) via headsets. At virtual meetings, the information is transmitted using interpretation channels or other dedicated functionalities within the platform.

2.1.3 In locations and in settings (including clinics, conference centers, community-based agencies, public health facilities, substance use disorder treatment facilities, etc.) throughout Los Angeles County.

2.1.4 Services may be requested for large-scale events or for group counseling sessions (more than two individuals with typically only one needing oral interpretation services). Services may include but are not limited to the following: clinical services including diagnostic (assessment, intake, screening, etc.), therapeutic (group counseling, individual counseling, etc.), rehabilitative (case management, discharge services, patient education, etc.), or preventive services.

2.1.5 Minimum of two (2) hours up to a maximum of eight (8) hours per request.

2.2 Contractor must ensure the required number of interpreters for the requested service. This may require booking a back-up interpreter in case of illness or other emergency situations that prevent an interpreter from fulfilling the request. Contractor must follow generally accepted standards of practice which may include teaming.

STATEMENT OF WORK
FOR
CATEGORY 2: ORAL INTERPRETATION SERVICES

2.3 Contractor must ensure that interpreters arrive to assignments at scheduled appointment time

2.4 Contractor must have procedures established in the event services are not completed as required per this Statement of Work. This includes, but not limited to, service interruptions when providing oral interpretation services and lapse in services during an unforeseen emergency. These procedures must be submitted to the DPH Department Master Agreement Manager within 30 days following the execution of this Master Agreement and are subject to review and approval by the DPH Department Master Agreement Manager.

3.0 ADDITIONAL LANGUAGE SERVICES

Contractor offers the following type(s) of additional language services **(check all that apply)**:

☐ **Communication Access Realtime Translation (CART)**: Consists of an onsite or remote human translator who uses live captioning technology to convert spoken language into a visually readable format.

☐ **Equipment rental**: Temporary provision of assistive technology and telecommunication devices.

☐ **Language Proficiency Training and Testing Services**: Consists of services provided by professional qualified human translation and/or interpretation instructors. The objective of proficiency training and testing services is to provide effective training and objective, valid, and reliable assessments of proficiency in reading, writing, comprehension, translation and/or interpretation target language(s) for individuals wishing to provide professional translation and/or interpretation services or qualify for a bilingual staff designation.

☐ **Remote Transcription**: Consists of a human translator to translate the real-time conversion of communications into written text. Services can be displayed on a screen or a live stream for the Department/audience, done remotely with use of audio/video relay equipment.

☐ **Voice-over Services/Audio Video Dubbing**: Consists of a human voice artist/talent translator recording a translated script to present audio content.

STATEMENT OF WORK
FOR
CATEGORY 2: ORAL INTERPRETATION SERVICES

The Contractor will provide additional work to ensure the high-quality sound and include dubbing for sound effects and/or music.

4.0 RESPONSIBILITIES

County's and the Contractor's responsibilities are as follows:

COUNTY'S RESPONSIBILITIES

4.1 Personnel

The Department of Public Health will administer the Master Agreement according to the Master Agreement, Paragraph 6.0 Administration of Master Agreement - County. Specific duties will include:

4.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.

4.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

4.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

4.1.4 Approving additional languages for oral interpretation services, on an as-needed basis.

4.2 Furnished Items

County will not provide or furnish any items under this Master Agreement.

CONTRACTOR'S RESPONSIBILITIES

4.3 Personnel

The Contractor will administer the Master Agreement according to the Master Agreement, Paragraph 7.0 Administration of Master Agreement – Contractor. Specific duties will include:

4.3.1 Contractor must assign sufficient staff to perform the provided services under this Master Agreement

STATEMENT OF WORK
FOR
CATEGORY 2: ORAL INTERPRETATION SERVICES

4.3.2 Contractor must ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.

4.3.3 Contractor must ensure that all staff comply with:

4.3.3.1 Background checks as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Master Agreement.

4.3.3.2 Sub-paragraph 7.6 – Confidentiality, of the Master Agreement.

4.3.3.3 Health Insurance Portability and Accountability Act of 1996 (HIPAA), Code of Federal Regulations (CFR) 42, Part 2, confidentiality and nondisclosure agreements that address privacy of communications, confidentiality, personal responsibility, and protection of information belonging to Individuals and the Department. Signed acknowledgments and evidence of trainings to meet this requirement must be maintained in the personnel's file at Contractor's Los Angeles County office.

4.3.3.4 Applicable Office of Civil Rights' requirements, including Code of Federal Regulations, Title 45, Part 92, non-discrimination requirements of Section 1557 of the Affordable Care Act.

4.3.4 Contractor must assign professional human interpreters that are available to provide oral interpretation services as described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests, of this Statement of Work, and meet all the following requirements:

4.3.4.1 Have at least one (1) year of experience performing oral interpretation services in the health field.

4.3.4.2 Be at least 18 years of age.

4.3.4.3 Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.

4.3.4.4 Be proficient in English and have a mastery in fluency of the target language that is equivalent to that of an educated native speaker.

STATEMENT OF WORK
FOR
CATEGORY 2: ORAL INTERPRETATION SERVICES

4.3.4.5 Demonstrate cultural humility and apply cultural, social, and behavioral knowledge that affirms the identity of the non-English speaking or limited English proficiency individual while facilitating accurate and effective communication.

4.3.4.6 Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information interpreted.

4.3.4.7 Have been credentialed by a recognized Healthcare Interpreter credentialing organization such as, but not limited to, the Certification Commission for Healthcare Interpreters (CCHI) and the National Board of Certification for Medical Interpreters (NBCMI) or have completed training to correctly interpret medical terminology to and from English and to and from any other language:

a) Credentialed: Have a valid and active Healthcare/Medical Interpreter Certification from one of the accredited organizations; or
b) Training: Have completed a 40-hour healthcare/medical interpreter education course which covers medical terminology with coursework including, but not limited to, anatomy and physiology, medical specialties, healthcare practices, diagnostic procedures and testing, pathology and treatment, ethics, linguistic challenges, sight translations, and cultural competence; a certificate of completion is the only acceptable proof (academic or non-academic program).

4.3.4.8 Follow and maintain a proficiency level that is equivalent to the standards in the Code of Ethics and Standards of Practice set forth by the National Council on Interpreting in Health Care.

4.3.4.9 Provide oral interpretation services only for the language(s) they have been certified to interpret.

4.3.4.10 Provide oral interpretation services displaying non-judgmental, culture-affirming attitudes and provide services in a professional and courteous manner.

4.3.4.11 Provide oral interpretation services in a manner without interjecting personal opinions and without personal commentary.

4.3.4.12 Contractor must ensure that all of its staff providing in-person and on-site services hereunder, have undergone and successfully passed a current physical health examination and are free from infectious diseases. In no event will County be liable or responsible for any cost incurred by Contractor to meet this requirement

4.3.4.13 Contractor must ensure their staff are appropriately identified as set forth in Paragraph 7.4, Contractor's Staff Identification, of the Contract.

4.4 Training Requirements

4.4.1 Contractor must ensure all staff providing services under this Master Agreement receive onboarding and continuing in-service training.

4.4.2 Contractor must train, test and qualify Oral Interpretation Services providers to ensure that they provide all Services in accordance with Health Care Information Technology for Economic and Clinical Health Act (HITECH).

4.4.3 Contractor must maintain complete training and certification records for all interpreters and make records available to County for review within 10 days of County's Request. Training and certification records must contain, at a minimum, the following:

a) Information that specifies how the interpreter's language fluency was verified/tested;
b) Date that interpreter's fluency was verified/tested;
c) Identification of the language(s) which the interpreter is qualified to interpret;
d) Identification of the level of competency verified/tested;
e) Documentation demonstrating that the interpreter has professional interpreter experience in the certified language; and
f) Dates and types of all training provided by Contractor to meet confidentiality and non-disclosure requirements.

4.4.4 Contractor must provide training and training material to Department at the request of Department throughout the term of this master agreement.

STATEMENT OF WORK
FOR
CATEGORY 2: ORAL INTERPRETATION SERVICES

4.5 Contractor's Office

4.5.1 Contractor must maintain an administrative office location in Los Angeles County with a telephone number and an electronic mail (e-mail) address in the company's name where Contractor conducts business. The administrative office must be staffed during normal business hours, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance under this Statement of Work, or other issues or concerns.

4.5.2 For rapid and expedited rapid services, Contractor must provide a toll-free telephone number for an emergency contact that can be reached 24 hours per day, seven (7) days per week, and 365 days per year basis, as described in Sections 2.0 Specific Work Requirements, 5.0 Service Requests, and 8.0 Hours/Days of Work for Services.

5.0 SERVICE REQUESTS

5.1 On an as-needed basis, the Department will contact Contractor via e-mail or telephone to request oral interpretation services that will: a) identify the type of interpretation service, b) identify the type of Service Request (i.e., Standard Request, Expedited Request, Emergency Request, Rapid Request, or Expedited Rapid Request), c) include the Department's Service Request ID Number, and d) provide any additional information needed. Contractor must adhere to the requirements in this section at no additional cost to the County.

5.2 Contractor must provide a quote for each Service Request and the quote must be calculated with the rate(s) established in the Price Sheet, Exhibit B. The quote will be utilized to verify the rate(s) in the price sheet. Additionally, if applicable, Contractor must identify a) technological requirements and b) request information from the Department on technologic capabilities of the site.

5.2.1 Contractor provides Department with information on technological requirements needed to use Contractor's equipment and maximize quality of services upon confirmation Contractor will provide the services.

5.2.2 Contractor will request information from Department about the technological capabilities of their site with ample time for the Department to gather and provide that information.

5.3 Contractor must consider the service or appointment confirmed upon receiving Department confirmation and/or authorization for the quote through e-mail or telephone.

5.3.1 Payment for services rendered will not be made if prior authorization is not received from the Department Master Agreement Manager or their designee.

5.4 Unauthorized extensions of the service are strictly prohibited. If necessary, a request for an extension must adhere to the following conditions:

5.4.1 Request for approval of any extension must be communicated through e-mail or a direct telephone call between Contractor and the Department Master Agreement Manager or their designee.

5.4.2 Department Master Agreement Manager will provide approval of extension through e-mail or a direct telephone call to Contractor.

5.5 Contractor may reserve the right to accept or decline a Service Request on a case-by-case basis. Contractor will not be penalized for declining requests.

5.6 Upon receipt of a Standard Request for oral interpretation services made within 10 or more business days prior to appointment, Contractor must:

5.6.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within three (3) business hours; and

5.6.2 provide confirmation of ability to provide oral interpretation services within one (1) business day of the request and provide interpreter(s) name and contact information for addressing issues with the request.

5.7 Upon receipt of an Expedited Request for oral interpretation services made within three (3) business days prior to appointment, Contractor must:

5.7.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) business hour; and

5.7.2 provide confirmation of ability to provide oral interpretation services within one (1) business day of the request and provide interpreter(s) name and contact information for addressing issues with the request.

5.8 Upon receipt of an Emergency Request for oral interpretation services made within one (1) business day prior to appointment, Contractor must:

5.8.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) business hour; and

5.8.2 provide confirmation of ability to provide oral interpretation services within two (2) business hours of the request and provide interpreter(s) name and contact information for addressing issues with the request.

5.9 Upon receipt of a Rapid Request for oral interpretation services made within one (1) day prior to appointment, Contractor must:

5.9.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) hour; and

5.9.2 provide confirmation of ability to provide oral interpretation services within two (2) hours of the request and provide interpreter(s) name and contact information for addressing issues with the request.

5.10 Upon receipt of an Expedited Rapid Request for oral interpretation services made within four (4) hours prior to appointment, Contractor must:

5.10.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) hour; and

5.10.2 provide confirmation of ability to provide oral interpretation services within one (1) hour of the request and provide interpreter(s) name and contact information for addressing issues with the request.

STATEMENT OF WORK
FOR
CATEGORY 2: ORAL INTERPRETATION SERVICES

If Department does not receive a response within the deadlines as described, the Department will select another Contractor.

6.0 CANCELLATIONS

6.1 COUNTY

Department will have the right to cancel a request without incurring any financial liability if cancellation is made 48 hours prior to the appointment. If cancellation of a request is made at the 47th hour or less prior to the appointment, Department will incur a penalty fee equivalent to two (2) hours of oral interpretation services .

6.2 CONTRACTOR

Contractor must immediately notify the Department of any cancellation and provide an explanation. Contractor must make arrangements to provide Department with the necessary replacement interpreter(s).

7.0 MATERIALS AND EQUIPMENT

7.1 Contractor must purchase and maintain all materials, supplies, and/or equipment needed to provide oral interpretation services under this Statement of Work that will be considered Contractor inventory. Contractor must not invoice Department for purchasing or obtaining materials, supplies, and/or equipment that belong to the Contractor's inventory.

7.2 Contractor must use state-of-the-art materials, supplies and/or equipment that are safe for the environment and safe for use by staff.

7.3 Contractor must utilize state-of-the-art portable wireless interpretation equipment (e.g. booth, receivers, transmitters, and console) and systems, to provide the oral interpretation services, as outlined in Sections 2.0 Specific Work Requirements and 5.0 Service Request.

7.4 At Department request, contractor must provide all materials, supplies, equipment, and/or on-site technicians needed for the provision of services under this Statement of Work.

7.5 Contractor must provide backup options in the event of equipment failure to ensure that no degradation or interruption of required oral interpretation services occurs (when applicable).

STATEMENT OF WORK
FOR
CATEGORY 2: ORAL INTERPRETATION SERVICES

8.0 HOURS/DAYS OF WORK FOR SERVICES

Contractor must provide a telephone number and an e-mail address where Department can request oral interpretation services that require a response during normal business hours, as further described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests.

Vendors who opt to provide Rapid and Expedited Rapid Service Requests must provide a toll-free telephone number for an emergency contact to respond to service requests, questions and/or concerns from the Department regarding Rapid and Expedited Rapid services on a 24 hours per day, seven (7) days per week, and 365 days per year basis, as further described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests.

County observed holidays are in Section 2.0 Definitions, of the Master Agreement.

9.0 INVOICES

Contractor may invoice Department for fees associated with the use of materials, supplies, and/or equipment to fulfill an interpretation request (e.g., booth, receivers, transmitters, and console) according to the rates and terms set forth in Price, Sheet, Exhibit B. Contractor must not invoice Department for costs associated with interpreter travel to and from the appointment location.

If applicable, Contractor may invoice Department for on-site technician services, time, and travel needed to support the use of materials, supplies, and/or equipment to fulfill a request (e.g., booth, receivers, transmitters, and console) according to the terms under this Statement of Work and according to the rates set forth in Price Sheet, Exhibit B.

Contractor must submit invoices to the Department Master Agreement Manager or their designee within 30 days following the completion of the services provided. The rate(s) included in the invoice must match the rate(s) set forth in the Price Sheet, Exhibit B. Invoices must include the following:

a) Service Request number;
b) Master Agreement number;
c) name and contact information for contact person from the Department;
d) type of interpretation service;
e) source and target language(s);
f) name of individual, group, and/or event;
g) date;

h) location;
i) duration in hours and minutes providing interpretation services including start and end times;
j) name of interpreter(s) who provided interpretation services;
k) name of on-site technician(s) who provided support, if applicable;
l) rate and total charged for interpreter;
m) rate and total charged for on-site technician, as applicable;
n) any additional details about the service, if applicable; and
o) any other information upon Department's request.

Invoices submitted later than the 30-day timeframe may undergo additional review, potentially causing delays in processing.

10.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Control Plan to assure quality and consistency of service to the County throughout the term of the Master Agreement. The plan must be submitted to the Department Master Agreement Manager for review and approval within 60 days after effective date of Master Agreement, and at any point Department requests to review. The Contractor's plan must include, but may not be limited to the following:

10.1 Method of monitoring to ensure and demonstrate that the services fulfill the Master Agreement requirements.

10.2 Procedures for conducting and maintaining complete records of all inspections, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and complete corrective action.

10.3 Provide records of inspections and corrective actions to the Department upon request.

11.0 QUALITY ASSURANCE PLAN

Department will evaluate the Contractor's performance for timeliness and quality under this Master Agreement and will use the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.14, County's Quality Assurance Plan.

STATEMENT OF WORK
FOR
CATEGORY 2: ORAL INTERPRETATION SERVICES

11.1 Meetings

Contractor will meet with the County as requested.

11.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours but as needed, may be conducted outside of these hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

STATEMENT OF WORK
FOR
CATEGORY 3: TELEPHONIC AND VIDEO REMOTE INTERPRETATION SERVICES

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
1.1	Overview of Telephonic and Video Remote Interpretation Services	1
1.2	Services Required for Telephonic and Video Remote Interpretation	1
1.3	Languages for Telephonic and Video Remote Interpretation Services	1
2.0	SPECIFIC WORK REQUIREMENTS	1
3.0	ADDITIONAL LANGUAGE SERVICES	2
4.0	RESPONSIBILITIES	3
	COUNTY'S RESPONSIBILITIES	
4.1	Personnel	3
4.2	Furnished Items	3
	CONTRACTOR'S RESPONSIBILITIES	
4.3	Personnel	4
4.4	Training Requirements	6
4.5	Contractor's Office	7
5.0	SERVICE REQUESTS	7
6.0	CANCELATIONS FOR PRE-SCHEDULED SERVICES	10
6.1	COUNTY	10
6.2	CONTRACTOR	10
7.0	MATERIALS AND EQUIPMENT	10
8.0	HOURS/DAYS OF WORK FOR SERVICES	11
9.0	INFRASTRUCTURE OPERATIONS	12
10.0	INVOICES	13
11.0	QUALITY CONTROL	14
12.0	QUALITY ASSURANCE PLAN	14

STATEMENT OF WORK
FOR
CATEGORY 3: TELEPHONIC AND VIDEO REMOTE INTERPRETATION SERVICES

1.0 SCOPE OF WORK

1.1 Overview of Telephonic and Video Remote Interpretation Services

For the purpose of this Statement of Work, Contractor must have the ability to provide these telephonic and video remote interpretation services (hereafter referred collectively as "interpretation services") on-demand or on a pre-scheduled basis. The objective of interpretation services is to communicate with an individual at linguistically appropriate levels that ensure understanding. All references to use of signed speech, including American Sign Language (ASL), apply only to video remote interpretation.

1.2 Services Required for Telephonic and Video Remote Interpretation

Contractor will provide interpretation services to an individual who is non-English speaking, has limited English proficiency, and/or is deaf or hard of hearing seeking service or information regarding medical, health, public health, and other information. Contractor will interpret from one language to another language, including ASL as may be required by the Department.

Contractor must provide interpretation services on an on-demand, 24 hour per day, seven (7) days per week, 365 days per year and could take place anywhere that the County conducts business or on a pre-scheduled basis, as required by the Department, and further described in Sections 2.0 Specific Work Requirements, 5.0 Service Requests, and 8.0 Infrastructure Operations.

1.3 Languages for Telephonic and Video Remote Interpretation Services

The Contractor's interpretation services must be available for all languages identified in Price Sheet, Exhibit B.

2.0 SPECIFIC WORK REQUIREMENTS

2.1 Contractor must provide interpretation services that include, but are not limited, to the following:

2.1.1 Telephonic Remote Interpretation - Spoken Language Over the Phone: Consists of services provided by professional qualified human interpreters and consists of an interpreter translating speech orally over the telephone from one spoken language into another spoken language.

2.1.2 Video Remote Interpretation - Spoken Language: Consists of services provided by professional qualified human interpreters that involve the use of a videophone, web camera or other technology and consist of an interpreter translating speech from one spoken into another spoken language.

2.1.3 Video Remote Interpretation - Sign Language: Consists of services provided by professional qualified human interpreters that involve the use of a videophone, web camera or other technology and consist of an interpreter translating speech from one spoken or signed language into another signed or spoken language, including ASL.

2.1.4 Web/Smart Device Application - Spoken Language: Consists of services provided by professional qualified human interpreters that involve the use of a web or smart device application and consist of an interpreter translating speech from one spoken into another spoken language.

2.1.5 Web/Smart Device Application - Sign Language: Consists of services provided by professional qualified human interpreters that involve the use of a web or smart device application and consist of an interpreter translating speech from one spoken or signed language into another signed or spoken language, including ASL.

2.2 Contractor must provide Department with training and training materials on how to access and use the interpretation services at the time the Master Agreement is executed and on an annual basis thereafter, or more frequently, at the request of Department.

3.0 ADDITIONAL LANGUAGE SERVICES

Contractor offers the following type(s) of additional language services **(check all that apply)**:

☐ **Communication Access Realtime Translation (CART):** Consists of an onsite or remote human translator who uses live captioning technology to convert spoken language into a visually readable format.

☐ **Equipment rental:** Temporary provision of assistive technology and telecommunication devices.

STATEMENT OF WORK
FOR
CATEGORY 3: TELEPHONIC AND VIDEO REMOTE INTERPRETATION SERVICES

☐ **Remote Transcription**: Consists of a human translator to translate the real-time conversion of communications into written text. Services can be displayed on a screen or a live stream for the Department/audience, done remotely with use of audio/video relay equipment.

☐ **Subtitling Services**: Consists of converting audio or video content to text in the same language of the source material. It also includes translation of that text from the original language to a different language, allowing viewers to understand the content in their preferred language.

☐ **Voice-over Services/Audio Video Dubbing**: Consists of a human voice artist/talent translator recording a translated script to present audio content. The Contractor will provide additional work to ensure the high-quality sound and include dubbing for sound effects and/or music.

4.0 RESPONSIBILITIES

County's and the Contractor's responsibilities are as follows:

COUNTY'S RESPONSIBILITIES

4.1 Personnel

DPH will administer the Master Agreement according to the Master Agreement, Paragraph 6.0 Administration of Master Agreement - County. Specific duties will include:

4.1.1 Monitoring Contractor's performance in the daily operation of this Master Agreement.

4.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.

4.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

4.1.4 Approving additional languages for interpretation services, on an as-needed basis.

4.2 Furnished Items

County will not provide items under this Master Agreement.

STATEMENT OF WORK
FOR
CATEGORY 3: TELEPHONIC AND VIDEO REMOTE INTERPRETATION SERVICES

CONTRACTOR'S RESPONSIBILITIES

4.3 Personnel

The Contractor will administer the Master Agreement according to the Master Agreement, Paragraph 7.0 Administration of Master Agreement – Contractor. Specific duties will include:

4.3.1 Contractor must assign sufficient staff to perform the provided services under this Master Agreement.

4.3.2 Contractor must ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.

4.3.3 Contractor must ensure that all staff providing services under this Master Agreement comply with:

4.3.3.1 Sub-paragraph 7.6 – Confidentiality, of the Master Agreement.

4.3.3.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA), Code of Federal Regulations (CFR) 42, Part 2, confidentiality and nondisclosure agreements that address privacy of communications, confidentiality, personal responsibility, and protection of information belonging to Individuals and the Department. Signed acknowledgments and evidence of trainings to meet this requirement must be maintained in the personnel's file at Contractor's office.

4.3.3.3 Applicable Office of Civil Rights' requirements, including Code of Federal Regulations, Title 45, Part 92, non-discrimination requirements of Section 1557 of the Affordable Care Act.

4.3.4 Contractor must assign professional human interpreters that are available to provide services as described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests, of this Statement of Work, and meet the following requirements:

4.3.4.1 Have at least one (1) year of experience performing interpretation services.

4.3.4.2 Be at least 18 years of age.

4.3.4.3 Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.

4.3.4.4 Be proficient in English and have a mastery in fluency of the target language that is equivalent to that of an educated native speaker.

4.3.4.5 Demonstrate cultural humility and apply cultural, social, and behavioral knowledge that affirms the identity of individuals who are non-English speaking, have limited English proficiency, and/or are deaf or hard of hearing while facilitating accurate and effective communication.

4.3.4.6 Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information interpreted.

4.3.4.7 Have been credentialed by a recognized Healthcare Interpreter credentialing organization such as, but not limited to, the Certification Commission for Healthcare Interpreters (CCHI) and the National Board of Certification for Medical Interpreters (NBCMI) or have completed training to correctly interpret medical terminology to and from English and to and from any other language:

a) Credentialed: Have a valid and active Healthcare/Medical Interpreter Certification from one of the accredited organizations; or
b) Training: Have completed a 40-hour healthcare/medical interpreter education course which covers medical terminology with coursework including, but not limited to, anatomy and physiology, medical specialties, healthcare practices, diagnostic procedures and testing, pathology and treatment, ethics, linguistic challenges, sight translations, and cultural

competence; a certificate of completion is the only acceptable proof (academic or non-academic program).

Additionally, must follow and maintain a proficiency level that is equivalent to the standards in the Code of Ethics and Standards of Practice set forth by the National Council on Interpreting in Health Care.

4.3.4.8 Provide interpretation services only for the language(s) they have been certified to interpret.

4.3.4.9 Contractor's staff providing interpretation services must display non-judgmental, culture-affirming attitudes and provide work in a professional and courteous manner.

4.3.4.10 Provide interpretation services in a manner, without interjecting personal opinions and without personal commentary.

4.4 Training Requirements

4.4.1 Contractor must ensure all staff providing services under this Master Agreement receive onboarding and continuing in-service training.

4.4.2 Contractor must train, test and qualify interpreters to ensure that they provide all interpretation services in accordance with Health Care Information Technology for Economic and Clinical Health Act (HITECH).

4.4.3 Contractor must maintain complete training and certification records for all interpreters and make records available to County for review within 10 days of County's request. Training and certification records must contain, at a minimum, the following:

a) Information that specifies how the interpreter's language fluency was verified/tested;
b) Date that interpreter's fluency was verified/tested;
c) Identification of the language(s) which the interpreter is qualified to interpret;
d) Identification of the level of competency verified/tested;
e) Documentation demonstrating that the interpreter has professional interpreter experience in the certified language; and

f) Dates and types of all training provided by Contractor to meet confidentiality and non-disclosure requirements.

4.4.4 Contractor must provide training and training material to Department at the request of Department throughout the term of this master agreement.

4.5 Contractor's Office

4.5.1 Contractor must maintain an administrative office with a telephone number and an electronic mail (e-mail) address in the company's name where Contractor conducts business. The administrative office must be staffed during the normal business hours, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance under this Statement of Work, or other issues or concerns.

4.5.2 For Rapid and Expedited Rapid services, Contractor must provide a toll-free telephone number or web application for an emergency contact that can be reached 24 hours per day, seven (7) days per week, and 365 days per year basis, as described in Sections 2.0 Specific Work Requirements, 5.0 Service Requests, and 7.0 Hours/Days of Work for Services.

5.0 SERVICE REQUESTS

5.1 <u>On-Demand Services</u>

The Department will contact the Contractor via toll-free telephone number or web application with Service Requests.

5.1.1 The Department will access the interpretation services when the Department determines that either a telephonic or video remote exchange between an Individual and the Department requires interpretation from English and to any other language, or vice versa, as identified by Department at the time of telephone exchange.

5.2 <u>Pre-Scheduled Services</u>

The Department will contact the Contractor via telephone, e-mail, or web application to schedule interpretation services.

5.2.1 Contractor must provide a quote for each Service Request and the quote must be calculated with the rate(s) set forth in the Price Sheet, Exhibit B. The quote will be utilized to verify the rate(s) in the price sheet.

5.2.2 Contractor may reserve the right to accept or decline a service request on a case-by-case basis. Contractor will not be penalized for declining requests.

5.2.3 Contractor must consider the service or appointment confirmed upon receiving Department confirmation and/or authorization for the quote.

5.2.3.1 Payment for services rendered will not be made if prior authorization is not received from the Department Master Agreement Manager or their designee. This includes services provided outside of the agreed-upon time frame or any unauthorized extensions as further described below.

5.2.4 Unauthorized extensions of the service are strictly prohibited. If necessary, a request for an extension must adhere to the following conditions:

5.2.4.1 Request for approval of any extension must be communicated through e-mail or a direct telephone call between Contractor and Department Master Agreement Manager or their designee.

5.2.4.2 Department Master Agreement Manager will provide approval of extension through e-mail or direct telephone call to Contractor.

5.2.5 Upon receipt of a Standard Request for interpretation services made within 10 business days prior to pre-scheduled telephonic or video remote interpretation services appointment, Contractor must:

5.2.5.1 acknowledge receipt of request received via e-mail by responding to the Department's e-mail within three (3) business hours; and

5.2.5.2 provide confirmation of ability to provide interpretation services within one (1) business day of the request and provide interpreter name and contact information for addressing issues with the request.

5.2.6 Upon receipt of an Expedited Request for interpretation services made within three (3) business days prior to pre-scheduled telephonic or video remote interpretation services appointment, Contractor must:

5.2.6.1 acknowledge receipt of request received via e-mail by responding to the Department's e-mail within one (1) business hour; and

5.2.6.2 provide confirmation of ability to provide interpretation services within one (1) business day of the request and provide interpreter name and contact information for addressing issues with the request.

5.2.7 Upon receipt of an Emergency Request for interpretation services made within one (1) business day prior to appointment, Contractor must:

5.2.7.1 acknowledge receipt of request received via e-mail by responding to the Department's e-mail within one (1) business hour; and

5.2.7.2 provide confirmation of ability to provide interpretation services within two (2) business hours of the request and provide interpreter name and contact information for addressing issues with the request.

5.2.8 Upon receipt of a Rapid Request for interpretation services made within one (1) day prior to appointment, Contractor must:

5.2.8.1 acknowledge receipt of request received via e-mail by responding to the Department's e-mail within 24 hours; and

5.2.8.2 provide confirmation of ability to provide interpretation services within two (2) hours of the request and provide

interpreter name and contact information for addressing issues with the request.

5.2.9 Upon receipt of an Expedited Rapid Request for interpretation services made within four (4) hours prior to appointment, Contractor must:

5.2.9.1 acknowledge receipt of request received via e-mail by responding to the Department's e-mail within one (1) hour; and

5.2.9.2 provide confirmation of ability to provide interpretation services within one (1) hour of the request and provide interpreter name and contact information for addressing issues with the request.

If Department does not receive a response within the deadlines as described, the Department will select another Contractor.

6.0 CANCELLATIONS FOR PRE-SCHEDULED SERVICES

6.1 COUNTY

Department will have the right to cancel a request without incurring any financial liability if cancellation is made 48 hours prior to the appointment. If cancellation of a request is made at the 47th hour or less prior to the appointment, Department will incur a penalty fee equivalent to two (2) hours of interpretation services.

6.2 CONTRACTOR

Contractor must immediately notify the Department of any cancellation and provide an explanation. Contractor must make arrangements to provide Department with the necessary replacement interpreter(s).

7.0 MATERIALS AND EQUIPMENT

7.1 Contractor must provide all materials, supplies, equipment, and/or technicians needed for the provision of services under this Statement of Work.

7.2 Contractor must use state-of-the-art materials, supplies, and/or equipment that are safe for the environment and safe for use by staff.

7.2 Contractor must purchase and/or maintain all materials, supplies, and/or equipment needed to provide interpretation services under this Master Agreement. Contractor must not invoice Department for purchasing or obtaining materials, supplies, and/or equipment that belong to the Contractor's inventory.

7.3 Contractor must provide backup options in the event of equipment failure to ensure that no degradation or interruption of required interpretation services occurs, when applicable.

7.4 Contractor provides Department with information on technological requirements needed to use Contractor equipment and maximize quality of services upon confirmation Contractor will provide the services.

7.5 Contractor will request information from Department about the technological capabilities of the site where the services will be provided with ample time for the Department to gather and provide that information and maximize the quality of services.

8.0 HOURS/DAYS OF WORK FOR SERVICES

Contractor must maintain a toll-free telephone number and an e-mail address where the Department can request interpretation services that require a response during normal business hours, as further described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests.

Vendors who opt to provide Rapid and Expedited Rapid Service Requests must provide a toll-free telephone number or web application for an emergency contact to respond to Service Requests, questions and/or concerns from the Department regarding Rapid and Expedited Rapid services on a 24 hours per day, seven (7) days per week, and 365 days per year basis, as further described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests.

County observed holidays are in Section 2.0 Definitions, of the Master Agreement.

STATEMENT OF WORK
FOR
CATEGORY 3: TELEPHONIC AND VIDEO REMOTE INTERPRETATION SERVICES

9.0 INFRASTRUCTURE OPERATIONS

9.1 Contractor must have a minimum of one (1) centralized calling center within the United States, with uninterruptible power supply, a toll-free access phone number, and fully redundant backup capabilities for telephonic interpretation services.

9.2 Contractor must one (1) free application or use a web application, with required log-in, hosted within the United States that resides on a secure server and a web browser, with no plug-ins or applets downloaded to the end User's computer with uninterruptible power supply and fully redundant backup capabilities that complies with County security protocols, Exhibit J, Information Security and Privacy Requirements, of the Sample Master Agreement, for video remote interpretation services.

9.3 Contractor must utilize state-of-the-art computer video and telephone systems, databases, networks and power requirements to maintain availability of interpretation services 24 hours per day, seven (7) days per week, 365 days per year.

9.4 The centralized call center must be either a physical or cloud-based site equipped and staffed, locally or remotely to ensure connection to an interpreter for the requested language within the time generally promised to all their clients via publicly available materials or within 40 seconds but not longer, whichever is shorter.

9.5 Video remote interpreting must provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, blurry, or grainy images, or irregular pauses in communication and provide clear, audible transmission of voices.

9.6 Video remote interpreting whether room-based all-inclusive unit or software/computer-based, must support encrypted transmissions, have ability to place and receive video calls using Uniform Resource Identifiers (URIs) and all connections have an Internet Protocol Security (IPSEC) or Secure Sockets Layer (SSL) Virtual Private Network (VPN) to comply with HIPAA requirements.

9.7 Contractor must provide backup capabilities for all systems to ensure that no degradation of or interruption to the required service level occurs in the event of a system or power failure.

9.8 Contractor must have operating and backup capacity to provide continuing interpretation services to Department in the event of an unforeseen emergency, regional disaster or other catastrophic occurrence where exceedingly high volumes of services would be required over a period of days or weeks.

9.9 Contractor must have procedures established in the event video or telephone calls are not completed as required per this Statement of Work. This includes, but is not limited to, service interruptions when providing interpretation services, call/service disconnect, and lapse in services during an unforeseen emergency, as described in section 8.7 and 8.8 of this Statement of Work. These procedures must be submitted to the Department Master Agreement Manager within 30 days following the execution of this Master Agreement and are subject to review and approval by the Department Master Agreement Manager.

9.10 Contractor must maintain and keep all interpretation information received in a confidential manner.

9.11 When applicable, Contractor must provide interpretation services using the Department's preferred technology platform.

10.0 INVOICES

Contractor must submit invoices to the Department Master Agreement Manager or their designee within 30 days following the completion of the services provided. The rate(s) included in the invoice must match the rate(s) set forth in the Price Sheet, Exhibit B. Invoices must include the following:

a) Service Request number;
b) Master Agreement number;
c) name and contact information for contact person from the Department;
d) source and target language(s);
e) name of individual;
f) duration in minutes of the interpretation services;
g) mode of technology used (e.g., telephone, video, on-demand, pre-scheduled);
h) name of interpreter(s) who provided interpretation services;
i) rate and total charged, as applicable;
j) any additional details about the service, if applicable; and

k) any other information upon Department's request.

Invoices submitted later than the 30-day timeframe may undergo additional review, potentially causing delays in processing.

11.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Control Plan to assure quality and consistency of service to the County throughout the term of the Master Agreement. The plan must be submitted to the Department's Master Agreement Manager for review and approval within 60 days after the effective date of the Master Agreement, and at any point Department requests to review. The Contractor's plan must include, but may not be limited to the following:

11.1 Method of monitoring to ensure and demonstrate that the services fulfill the Master Agreement requirements.

11.2 Procedures for conducting and maintaining complete records of all inspections, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and complete corrective action.

11.3 Provide records of inspections and corrective actions to the Department upon request.

12.0 QUALITY ASSURANCE PLAN

Department will evaluate the Contractor's performance timeliness and quality under this Master Agreement and use the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.14, County's Quality Assurance Plan.

12.1 Meetings

Contractor will meet with the County as requested.

12.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours but as needed,

may be conducted outside of these hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

STATEMENT OF WORK
FOR
CATEGORY 4: SIGN LANGUAGE INTERPRETATION AND OTHER SERVICES FOR DEAF AND HARD OF HEARING PEOPLE

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
1.1	Overview of Sign Language Interpretation Services	1
1.2	Sign Language Services Required	1
2.0	SPECIFIC WORK REQUIREMENTS	1
3.0	ADDITIONAL LANGUAGE SERVICES	3
4.0	RESPONSIBILITIES	4
	COUNTY'S RESPONSIBILITIES	
4.1	Personnel	5
4.2	Furnished Items	5
	CONTRACTOR'S RESPONSIBILITIES	
4.3	Personnel	5
4.4	Training Requirements	8
4.5	Contractor's Office	8
5.0	SERVICE REQUESTS	9
6.0	CANCELLATIONS	12
6.1	COUNTY	12
6.2	CONTRACTOR	12
7.0	MATERIALS AND EQUIPMENT	12
8.0	HOURS/DAYS OF WORK	12
9.0	INVOICES	13
10.0	QUALITY CONTROL	14
11.0	QUALITY ASSURANCE PLAN	14

STATEMENT OF WORK
FOR
CATEGORY 4: SIGN LANGUAGE INTERPRETATION AND OTHER SERVICES FOR DEAF AND HARD OF HEARING PEOPLE

1.0 SCOPE OF WORK

1.1 Overview of Sign Language Interpretation Services

For the purpose of this Statement of Work, Sign Language Interpretation Services (hereafter referred to as "sign language services") are in-person or virtual services provided by professional qualified human interpreters to translate spoken English to American Sign Language (ASL), Spanish Sign Language and/or other Sign Language, and vice versa. Sign language services consist of the shape, placement, and movement of the hands, as well as facial expressions and body movements in order for an individual with a hearing impairment to understand what is being communicated. The objective of interpretation services is to communicate with an individual at levels that ensure understanding.

1.2 Sign Language Services Required

Contractor will provide sign language services to hearing impaired individuals seeking services or information regarding medical, health, public health, and other social services, as needed. Contractor will interpret from spoken English to ASL, Spanish Sign Language, or other Sign Language, as may be required by the Department. Additionally, Contractor will interpret ASL, Spanish Sign Language, or British Sign Language to spoken English, as needed.

Contractor must provide sign language services, as requested by the Department as further described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests.

2.0 SPECIFIC WORK REQUIREMENTS

2.1 Contractor must provide sign language services that include, but are not limited, to the following:

2.1.1 Sign Language Interpretation – Standard: In-person or virtual services provided by professional qualified human interpreters to translate spoken English to American Sign Language (ASL), Spanish Sign Language and/or other Sign Language, and vice versa.

STATEMENT OF WORK
FOR
CATEGORY 4: SIGN LANGUAGE INTERPRETATION AND OTHER SERVICES FOR DEAF AND HARD OF HEARING PEOPLE

2.1.2 Sign Language Interpretation – Tactile: Tactile interpretation involves using touch to convey information. The interpreter typically uses sign language or manual communication that is physically felt by the deafblind person.

2.1.3 Sign Language Interpretation – Pro Tactile: Pro Tactile interpretation services in ASL interpreting referred to a specialized approach that incorporates the use of touch and physical contact between an interpreter and a DeafBlind individual during communication. This method allows for enhanced access to visual information by utilizing various techniques such as hand-over-hand signing, tracking movements on the body or hands, and providing additional sensory cues.

2.1.4 Sign Language Interpretation – Trilingual: Trilingual interpretation services involve interpreting spoken or signed communication across three languages, often including one or more sign languages alongside spoken languages.

2.1.5 Sign Language Interpretation – Certified Deaf Interpretation (CDI): CDI is a specialized form of interpretation provided by individuals who are deaf or hard of hearing and who have received formal training and certification in interpreting.

2.1.6 Sign Language Interpretation - Cued Speech Transliteration: Cued Speech Transliteration is a visual mode of communication designed to make spoken language accessible to individuals who are deaf or hard of hearing. It combines hand shapes and movements with the natural lip patterns of speech to facilitate the understanding of spoken language.

2.1.7 Communication Aids – Note takers, computer aided transcription, written materials, open and closed captioning, videotext displays, cued speech transliterators, telecommunication devices for the deaf or hard of hearing and exchange of written notes available upon request.

2.2 Contractor must provide sign language services as follows:

2.2.1 In locations (including clinics, community-based organization facilities, public health facilities, substance use disorder treatment facilities, etc.) throughout Los Angeles County sites or offsite at non-County facilities.

2.2.2 In an individual setting (one-on-one) or group setting (meeting/training where there are more than one (1) individuals participating and where at least one (1) of the individuals requires interpretation services).

2.2.3 Minimum of two (2) hours per request. Contractors may provide multiple interpreters to work in pairs.

2.3 Contractor must ensure the required number of interpreters for the requested service. This may require booking a back-up interpreter in case of illness or other emergency situations that prevent an interpreter from fulfilling the request. Contractor must follow generally accepted standards of practice which may include teaming.

2.4 Contractor must ensure that interpreters arrive to assignments at scheduled appointment time.

2.5 Contractor must have procedures established in the event services are not completed as required per this Statement of Work. This includes, but not limited to, service interruptions when providing sign language services and lapse in services during an unforeseen emergency. These procedures must be submitted to the DPH Department Master Agreement Manager within 30 days following the execution of this Master Agreement and are subject to review and approval by the DPH Department Master Agreement Manager.

3.0 ADDITIONAL LANGUAGE SERVICES

Contractor offers the following type(s) of additional language services **(check all that apply)**:

☐ **Communication Access Realtime Translation (CART)**: Consists of an onsite or remote human translator who uses live captioning technology to convert spoken language into a visually readable format.

☐ **Equipment rental:** Temporary provision of assistive technology and telecommunication devices.

☐ **Language Proficiency Training and Testing Services**: Consists of services provided by professional qualified human translation and/or interpretation instructors. The objective of proficiency training and testing services is to provide effective training and objective, valid, and reliable assessments of proficiency in reading, writing, comprehension, translation and/or interpretation target language(s) for individuals wishing to provide professional translation and/or interpretation services or qualify for a bilingual staff designation.

☐ **Post-Production/Post-Webinar (Closed) Captioning:** Consists of a human translator converting a previously recorded meeting, webinar, or other presentation that is typically saved on a DVD, CD, or media file into written text.

☐ **Remote Transcription**: Consists of a human translator to translate the real-time conversion of communications into written text. Services can be displayed on a screen or a live stream for the Department/audience, done remotely with use of audio/video relay equipment.

☐ **Subtitling Services**: Consists of converting audio or video content to text in the same language of the source material. It also includes translation of that text from the original language to a different language, allowing viewers to understand the content in their preferred language.

☐ **Text Transcription Services**: Consists of a human transcriber converting speech, audio or written word into a text message.

☐ **Transcription Services**: Consists of a human translator converting speech or audio into a written, plain text document.

4.0 RESPONSIBILITIES

County's and Contractor's responsibilities are as follows:

STATEMENT OF WORK
FOR
CATEGORY 4: SIGN LANGUAGE INTERPRETATION AND OTHER SERVICES FOR DEAF AND HARD OF HEARING PEOPLE

COUNTY'S RESPONSIBILITIES

4.1 Personnel

The Department of Public Health will administer the Master Agreement according to the Master Agreement, Paragraph 6.0 Administration of Master Agreement - County. Specific duties will include:

4.1.1 Monitoring Contractor's performance in the daily operation of this Master Agreement.

4.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.

4.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

4.2 Furnished Items

County will not provide items under this agreement.

CONTRACTOR'S RESPONSIBILITIES

4.3 Personnel

The Contractor will administer the Master Agreement according to the Master Agreement, Paragraph 7.0 Administration of Master Agreement – Contractor. Specific duties will include:

4.3.1 Contractor must assign sufficient staff to perform the provided services under this Master Agreement.

4.3.2 Contractor must ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.

4.3.3 Contractor must ensure that all staff comply with:

4.3.3.1 Background checks as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Master Agreement.

4.3.3.2 Sub-paragraph 7.6 – Confidentiality, of the Master Agreement.

4.3.3.3 Health Insurance Portability and Accountability Act of 1996 (HIPAA), Code of Federal Regulations (CFR) 42, Part 2, confidentiality and nondisclosure agreements that address privacy of communications, confidentiality, personal responsibility, and protection of information belonging to Individuals and the Department. Signed acknowledgments and evidence of trainings to meet this requirement must be in the personnel's file at Contractor's Los Angeles County office.

4.3.3.4 Applicable Office of Civil Rights' requirements, including Code of Federal Regulations, Title 45, Part 92, non-discrimination requirements of Section 1557 of the Affordable Care Act

4.3.4 Contractor must assign professional human interpreters that are available to provide sign language services as described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests, of this Statement of Work, and meet all the following requirements:

4.3.4.1 Have at least one (1) year of experience performing sign language services in the health field.

4.3.4.2 Be at least 18 years of age.

4.3.4.3 Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.

4.3.4.4 Be proficient in English and have a mastery in fluency of the target language that is equivalent to that of an educated native speaker.

4.3.4.5 Demonstrate cultural humility and apply cultural, social, and behavioral knowledge that affirms the identity of the non-English speaking or limited English proficiency individual while facilitating accurate and effective communication.

4.3.4.6 Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information interpreted.

4.3.4.7 Have been certified by the National Association of the Deaf (NAD) and Registry of Interpreters for the Deaf (RID) and follow the NAD's Code of Professional Conduct.

Additionally, must follow and maintain a proficiency level that is equivalent to the standards in the Code of Ethics and Standards of Practice set forth by the National Council on Interpreting in Health Care.

4.3.5.9 Contractor's staff providing sign language services must display non-judgmental, culture-affirming attitudes and provide services in a professional and courteous manner.

4.3.5.10 Contractor's staff must provide sign language services without interjecting personal opinions and without personal commentary.

4.3.5.11 Contractor must ensure that all its staff providing in-person and on-site services hereunder, have undergone and successfully passed a current physical health examination and are free from infectious diseases. In no event must County be liable or responsible for any cost incurred by Contractor to meet this requirement

4.3.5.12 Contractor must ensure their staff are appropriately identified as set forth in Paragraph 7.4, Contractor's Staff Identification, of the Contract.

STATEMENT OF WORK
FOR
CATEGORY 4: SIGN LANGUAGE INTERPRETATION AND OTHER SERVICES FOR DEAF AND HARD OF HEARING PEOPLE

4.4 Training Requirements

4.4.1 Contractor must ensure all staff providing services under this Master Agreement receive onboarding and continuing in-service training.

4.4.2 Contractor must train, test and qualify interpreters to ensure that they provide all Services in accordance with Health Care Information Technology for Economic and Clinical Health Act (HITECH).

4.4.3 Contractor must maintain complete training and certification records for all interpreters and make records available to County for review within 10 days of County's Request. Training and certification records must contain, at a minimum, the following:

a) Information that specifies how the interpreter's language fluency was verified/tested;
b) Date that interpreter's fluency was verified/tested;
c) Identification of the language(s) which the interpreter is qualified to interpret;
d) Identification of the level of competency verified/tested;
e) Documentation demonstrating that the interpreter has professional interpreter experience in the certified language; and
f) Dates and types of all training provided by Contractor to meet confidentiality and non-disclosure requirements.

4.4.4 Contractor must provide training and training material to Department at the request of Department throughout the term of this master agreement.

4.5 Contractor's Office

4.5.1 Contractor must maintain an administrative office location in Los Angeles County with a telephone number and an electronic mail (e-mail) address in the company's name where Contractor conducts business. The administrative office must be staffed during normal business hours, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance under this Statement of Work, or other issues or concerns.

4.5.2 For Rapid and Expedited Rapid services, Contractor must provide a toll-free telephone number for an emergency contact that can be reached 24 hours per day, seven (7) days per week, and 365 days per year basis, as described in Sections 2.0 Specific Work Requirements, 5.0 Service Requests, and 8.0 Hours/Days of Work for Services.

5.0 SERVICE REQUESTS

5.1 On an as-needed basis, the Department will contact Contractor via e-mail or telephone to request sign language services that will: a) identify the type of sign language, b) identify the type of Service Request (i.e., Standard Request, Expedited Request, Emergency Request, Rapid Request, or Expedited Rapid Request), c) include the Department's Service Request ID Number, and d) provide any additional information needed. Contractor must adhere to the requirements in this section at no additional cost to the county.

Contractor must provide a quote for each Service Request and the quote must be calculated with the rate(s) set forth in the Price Sheet, Exhibit B. The quote will be utilized to verify the rate(s) on the price sheet. Additionally, if applicable, Contractor must identify a) technological requirements and b) request information from the Department on technologic capabilities of the site.

5.2.1 Contractor must provide Department with information on technological requirements needed to use Contractor's equipment and maximize quality of services.

5.2.2 Contractor will request information from Department about the technological capabilities of the site where services will be provided with ample time for the Department to gather and provide that information and maximize quality of services.

5.3 Contractor must consider the service or appointment confirmed upon receiving Department confirmation and/or authorization for the quote through e-mail or telephone.

5.3.1 Payment for services rendered will not be made if prior authorization is not received from the Department Master Agreement Manager or their designee.

5.4 Unauthorized extensions of the service are strictly prohibited. If necessary, a request for an extension must adhere to the following conditions:

5.4.1 Request for approval of any extension must be communicated through e-mail or direct telephone call between Contractor and the Department Master Agreement Manager or their designee.

5.4.2 Department Master Agreement Manager will provide approval of extension through e-mail or direct telephone call to Contractor.

5.5 Contractor may reserve the right to accept or decline a Service Request on a case-by-case basis. Contractor will not be penalized for declining requests.

.6 Upon receipt of a Standard Request for sign language services made within 10 or more business days prior to appointment, Contractor must:

5.6.2 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within three (3) business hours; and

5.6.3 provide confirmation of ability to provide sign language services within one (1) business day of the request and provide interpreter(s) name and contact information for addressing issues with the request.

5.7 Upon receipt of an Expedited Request for sign language services made within three (3) business days prior to appointment, Contractor must:

5.7.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) business hour; and

5.7.2 provide confirmation of ability to provide sign language services within one (1) business day of the request and provide

interpreter(s) name and contact information for addressing issues with the request.

5.8 Upon receipt of an Emergency Request for sign language services made within one (1) business day prior to appointment, Contractor must:

5.8.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) business hour; and

5.8.2 provide confirmation of ability to provide sign language services within two (2) business hours of the request and provide interpreter(s) name and contact information for addressing issues with the request.

5.9 Upon receipt of a Rapid Request for sign language services made within one (1) day prior to appointment, Contractor must:

5.9.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within 24 hours; and

5.9.2 provide confirmation of ability to provide sign language services within two (2) hours of the request and provide interpreter(s) name and contact information for addressing issues with the request.

5.10 Upon receipt of an Expedited Rapid Request for sign language services made within four (4) hours prior to appointment, Contractor must:

5.10.1 acknowledge receipt of Service Request received via email by responding to the Department's e-mail within one (1) hour; and

5.10.2 provide confirmation of ability to provide sign language services within one (1) hour of the request and provide interpreter(s) name and contact information for addressing issues with the request.

If Department does not receive a response within the deadlines as described, the Department will select another Contractor.

STATEMENT OF WORK
FOR
CATEGORY 4: SIGN LANGUAGE INTERPRETATION AND OTHER SERVICES FOR DEAF AND HARD OF HEARING PEOPLE

6.0 CANCELLATIONS

6.1 COUNTY

Department will have the right to cancel a request without incurring any financial liability, if cancellation is made 48 hours prior to the appointment. If cancellation of a request is made at the 47th hour or less prior to the appointment, Department will incur a penalty fee equivalent to two (2) hours of sign language services**.**

6.2 CONTRACTOR

Contractor must immediately notify the Department of any cancellation and provide an explanation. Contractor must make arrangements to provide Department with the necessary replacement interpreter(s).

7.0 MATERIALS AND EQUIPMENT

7.1 Contractor must purchase and maintain all materials, supplies, and/or equipment needed to provide sign language services under this Statement of Work that will be considered Contractor inventory. Contractor will not invoice Department for purchasing or obtaining materials, supplies, and/or equipment that belong to the Contractor's inventory.

7.2 Contractor must use state-of-the-art materials, supplies and/or equipment that are safe for the environment and safe for use by staff.

7.3 At Department request, contractor must provide all materials, supplies, equipment, and/or on-site technicians needed for the provision of services under this Statement of Work.

7.4 Contractor must provide backup options in the event of equipment failure to ensure that no degradation or interruption of required sign language services occurs, when applicable.

8.0 HOURS/DAYS OF WORK FOR SERVICES

Contractor must provide a telephone number and an e-mail address where Department can request sign language services that require a response during

normal business hours, as further described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests.

Vendors who opt to provide Rapid and Expedited Rapid Service Requests must provide a toll-free telephone number for an emergency contact to respond to services requests, questions and/or concerns form the Department regarding Rapid and Expedited Rapid services on a 24 hours per day, seven (7) days per week, and 365 days per year basis, as further described in Sections 2.0 Specific Work Requirements and 5.0 Service Requests.

County observed holidays are in Section 2.0 Definitions, of the Master Agreement.

9.0 INVOICES

Contractor may invoice Department for fees associated with the use of materials, supplies, and/or equipment to fulfill an interpretation request according to the terms under rates and terms set forth in Price Sheet, Exhibit B. Contractor must not invoice Department for costs associated with interpreter travel to and from the appointment location.

If applicable, Contractor may invoice Department for on-site technician services, time, and travel needed to support the use of materials, supplies, and/or equipment to fulfill a request according to the terms under this Statement of Work and according to the rates set forth in Price Sheet, Exhibit B.

Contractor must submit invoices to the Department Master Agreement Manager or their designee within 30 days following the completion of the services provided. The rate(s) included in the invoices must match the rate(s) set forth in the Price Sheet, Exhibit B. Invoices must include the following:

a) Service Request number;
b) Master Agreement number;
c) name and contact information for contact person from the Department;
d) type of interpretation service;
e) source and target language(s);
f) name of individual, group, and/or event;
g) date
h) location;
i) duration in hours and minutes providing interpretation services including start and end times;
j) name of interpreter(s) who provided interpretation services;

k) name of on-site technician(s) who provided support, if applicable;
l) rate and total charged, as applicable;
m) any additional details about the service, if applicable; and
n) any other information upon Department's request.

Invoices submitted later than the 30-day timeframe may undergo additional review, potentially causing delays in processing.

10.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Control Plan to assure quality and consistency of service to the County throughout the term of this Master Agreement. The plan must be submitted to the Department Master Agreement Manager for review and approval within 60 days after effective date of Master Agreement. The Contractor's plan must include, but may not be limited to the following:

10.1 Method of monitoring to ensure and demonstrate that the services fulfill the Master Agreement requirements.

10.2 Procedures for conducting and maintaining complete records of all inspections, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and complete corrective action.

10.3 Provide records of inspections and corrective actions to the Department upon request.

11.0 QUALITY ASSURANCE PLAN

Department will evaluate the Contractor's performance for timeliness and quality under this Master Agreement and will use the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.14, County's Quality Assurance Plan.

11.1 Meetings

Contractor will meet with the County as requested.

11.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours but as needed, may be conducted outside of these hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

APPENDIX F

PRICE SHEET INSTRUCTIONS

Vendor must submit a separate and complete Price Sheet for **each** category for which they are attempting to qualify. Refer to Required Form - Exhibit 8, Price Sheets (Excel spreadsheet).

Required Services

1. Enter Contractor name (Legal name).
2. Enter the rate for each type of service request (Standard, Expedited, Emergency, Rapid, Expedited Rapid)
3. If your organization is not able to provide services for a certain type of service request (Standard, Expedited, Emergency, Rapid, Expedited Rapid), please indicate "N/A" next to the service type.
   [Example: Expedited Rapid – N/A
   4 hours (including weeknights, weekends, and holidays)]
4. Provide the unit (e.g., per word, page, hour, etc.) where applicable.
5. Enter the languages your agency provides. Languages with the same rate must be grouped by tiers. If additional tiers are needed add an additional page.

Additional Language Services (Optional)

The additional language services are optional.

For **each** additional language service check the appropriate "Yes" or "No" box to indicate that your organization will or will not provide the additional language service.

If you check "No", no further action required.
If check "Yes",

1. Enter the Tier type for the additional language service (e.g., Languages, Equipment, per sheet, etc.).
2. Enter the rate for each type of service request (Standard, Expedited, Emergency, Rapid, Expedited Rapid)
3. If your organization is not able to provide services for a certain type of service request (Standard, Expedited, Emergency, Rapid, Expedited Rapid), please indicate "N/A" next to the service type.
   [Example: Expedited Rapid – N/A
   4 hours (including weeknights, weekends, and holidays)]
4. Provide the unit (e.g., per word, page, hour, etc.) where applicable.
5. If applicable, enter the languages your agency provides. Languages with the same rate must be grouped by tiers. If additional tiers are needed add an additional page.
6. Blank Tier, indicate unit (e.g., Languages, equipment, number of sheets, etc.)

Any services not reflected that you would like to offer: If there are services not listed that fall under Additional Language Services that you would like to offer, please indicate service and provide the rate in this section. If none, enter Not Applicable.

PRICE SHEET INSTRUCTIONS

Notes related to Required Services or Additional Language Services (e.g., minimums, maximums, etc.): Include notes on maximums of length, word, or page counts, minimums of hours, etc., related to Required Services or Additional Language Services. If none, enter Not Applicable.

Vendors that do not follow the Instructions will be considered non-responsive and excluded from further consideration.

Note: As described in sub-section 2.6.5, Master Agreement Process, of this RFSQ, payment for all work must be on a fixed rate/fee based on the applicable Price Sheet(s). The fixed rate/fee must remain fixed and firm for the term of the Master Agreement, unless amended at Public Health's discretion.