

STATEMENTS OF WORK

EXHIBIT A OF THE MASTER AGREEMENT

**STATEMENT OF WORK
FOR
ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES
OVER THE PHONE INTERPRETATION SERVICES**

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1.0 SCOPE OF WORK

1.1 Overview of Over the Phone Interpretation Services

The purpose of this Statement of Work is for the provision of Over the Phone (OTP) Interpreting Services by the Contractor to any of County's departments, related agencies, related districts and/or non-County districts and agencies that have established and execute an Interdepartmental Agreement (referred to as "Authorized Departments"). Services provided will be on an on-demand basis, 24/7/365 days a year and could take place anywhere that the County conducts its business. Services will be provided by professional qualified human interpreters and consist of an interpreter to translate oral speech over the phone into another language that is requested by the County Customer. The objective of interpretation services is to communicate with an individual at linguistically appropriate levels that ensure understanding.

1.2 Over the Phone Interpretation Services Required

Contractor shall provide interpretation services to non-English monolingual or limited English proficiency speaking individuals seeking service or information from Authorized Departments (referred to "AD/ADs") regarding medical, mental health, public health, and any other information.

Contractor shall provide interpretation services on an on-demand basis, as required by the AD, and further described in Section 2.0, Service Requirements and Section 3.0 Infrastructure Operations, of this Statement of Work.

1.3 Target Language(s) - Languages for Interpretation and Translation Services

Contractor shall interpret from spoken English to any other spoken language, as identified in Section 2.0 Definitions, 2.40 Target Language(s), of the Master Agreement, as may be required by the AD. Additionally, Contractor shall interpret any other spoken language, as identified in Section 2.0 Definitions, 2.40 Target Languages, of the Master Agreement, to spoken English, as may be required by AD.

1.4 Over the Phone Interpretation Process

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The following scenario describes the process the AD Service Requestor expects to follow to arrange for and accomplish OTP interpretation services:

1. Comes into contact with a County Customer either a) over the phone or b) in person/on-premises and recognizes the need for interpretation services.
 - Over the phone: will conference-in an interpreter via a third-party transfer to connect all parties.
 - In-person/on-premises: will transfer the County Customer to a second extension to connect to an interpreter or include the County Customer using a second handset or other equipment.
2. Uses Contractor's toll-free number to connect County Customer and Contractor.
3. Contractor answers incoming call.
4. Provides the Contractor the Department's assigned user access identification.
5. Connects County Customer as a third-party to the over the phone call for the purposes of interpretation.
6. Contractor's staff initiates dialogue with the County Customer to identify the Target Language.
7. Contractor routes the call to Contractor's interpreter certified in the Target Language.
8. Interpreter translates both the AD's Service Requestor and the County Customer's communication to facilitate the exchange.
9. AD Service Requestor determines that the transaction is complete and terminates the call.

NOTE: Steps 3 through 7 are measured as the call-connect response time and must be accomplished in no more than 40 seconds, as stated in paragraph 3.3 of this SOW.

2.0 SERVICE REQUESTS AND SPECIFIC WORK REQUIREMENTS

- 2.1 On an on-demand basis, the AD's will contact the Contractor via toll-free telephone number with a request for OTP services when the AD requires interpretation to and from English and to and from any other language, or otherwise identified by the AD at the time of OTP exchange.
- 2.2 Contractor shall provide on-demand, human interpreters.

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- 2.3 Contractor shall maintain and provide toll-free access to a telephone number that is dedicated for Los Angeles County use to enable AD's to access and use the OTP interpretation services.
- 2.4 Contractor shall utilize the AD(s) user identifications selected/issued by the County (Cost Center Number).
- 2.5 Contractor shall maintain adequate records for each request detailing the services that are provided, including but not limited to:
 - a) Language(s);
 - b) Name of AD Employee;
 - c) Name of AD;
 - d) Duration in minutes of interpreting services provided;
 - e) Cost Center Number;
 - f) Name of Interpreter(s) who provided services.
- 2.6 Contractor shall provide ISD and AD Master Agreement Coordinator(s) with training and training materials on how to access and use the services at the time the Master Agreement is executed and on an annual basis thereafter, or more frequently, at the request of ISD or at the request of ISD for the AD.
- 2.7 Contractor shall have procedures in place to accept and make appointments for ADs for over the phone interpretation services.
- 2.8 Contractor shall provide a Contractor Level Summary report to ISD on an annual basis. The Contractor Level Summary report shall include, but not be limited to:
 - a) Summary of service;
 - b) Type of service provided;
 - c) Requesting AD's;
 - d) Annual cost: total and broken down per AD;
 - e) Language(s); and
 - f) Satisfaction level.

3.0 INFRASTRUCTURE OPERATIONS

- 3.1 Contractor shall maintain a minimum of one (1) centralized call center within the United States with an uninterruptible power supply and a toll-free access number(s) to meet the County's requirements as identified in this Statement of Work.

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- 3.2 Contractor shall utilize state-of-the-art computer telephone systems, databases, networks and power requirements to maintain availability of interpretation services 24/7/365 days per year.
- 3.3 The centralized call center must be equipped and staffed to ensure a call-connect response time of no more than 40 seconds.
- 3.4 Contractor shall 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.
- 3.5 Contractor shall have operating and backup capacity to provide continuing interpretation services 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.
- 3.6 Contractor shall have procedures established in the event 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 3.5 of this Statement of Work. These procedures are subject to review and approval by the Department.
- 3.7 Contractor shall maintain and keep all interpretation information received in a confidential manner.

4.0 RESPONSIBILITIES

County's and the Contractor's responsibilities are as follows:

COUNTY'S RESPONSIBILITIES

ISD will administer the Master Agreement according to Paragraph 6.0, Administration of Master Agreement – County, of the Master Agreement.

The County will not provide items under this Master Agreement.

CONTRACTOR'S RESPONSIBILITIES

4.1 Personnel

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- 4.1.1 Contractor shall have a minimum of three (3) years of experience within the last five (5) years providing interpretation services as described in Section 1.0 Scope of Work, of this Statement of Work.
- 4.1.2 Contractor shall ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.
- 4.1.3 Contractor shall assign sufficient staff to perform the provided services under this Master Agreement.
- 4.1.4 Contractor shall ensure that all staff providing services under this Master Agreement:
 - 4.1.4.1 Comply with Paragraph 7.6, Confidentiality, of the Master Agreement.
 - 4.1.4.2 Comply with 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 shall be maintained in the personnel's file at Contractor's office.
 - 4.1.4.3 Comply with the 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.
- 4.1.5 Contractor shall staff a full-time Contractor's Project Manager, and a designated alternate, according to 7.1, Contractor's Project Manager, of the Master Agreement.
- 4.1.6 Contractor shall assign professional human interpreters that are available to provide services as described in Section 2.0, Service Requirements, of this Statement of Work, and meet the following requirements:
 - 1) Have at least one (1) year of experience performing interpretation services.

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- 2) Be at least 18 years of age.
- 3) Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
- 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 and cultural awareness of the language being requested for interpretation, as well as demonstrate synchronicity and live intonation in interpretation.
- 5) Provide interpretation services only for the language(s) they have been certified to interpret.
- 6) Provide interpretation services that displays non-judgmental, culture-affirming attitudes and provide work in a professional and courteous manner.
- 7) Provide interpretation services in a manner, without interjecting personal opinions and without personal commentary.
- 8) Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information interpreted.
- 9) Have tested for and passed Contractor's documented and formalized certification procedure for over the phone interpretation that adheres to the California State Personnel Board's Specification and Performance Standards for Contract Interpreter and Translation Services Certification of Interpreters & Translators in the language(s) for which they are providing interpretation services.
- 10) 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 the County's Core Language(s). The training program must be at a minimum of forty hours, and of those, ten hours must be related to mental health training.

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4.2 Training Requirements

- 4.2.1 Contractor shall provide training programs and continue in-service training for all staff providing services under this Master Agreement.
- 4.2.2 Contractor shall train, test, and qualify interpreters to ensure they provide interpretation services in accordance with the confidentiality and non-disclosure requirements included in the Master Agreement, HIPAA, and 42 CFR Part 2 Confidentiality.

In addition to HIPAA and Confidentiality requirements, Contractor shall 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).

- 4.2.3 Contractor shall maintain complete training and certification records for all interpreters and make records available to County for review within five (5) 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, and the level of competency verified/tested;
 - d) Documentation demonstrating that the interpreter has professional interpreter experience in the certified language; and
 - e) Dates and types of all training provided by Contractor to meet confidentiality and non-disclosure requirements.
- 4.2.4 Contractor shall provide training and training material to ISD and all ADs at the request of ISD throughout the term of this master agreement.

5.0 CONTRACTOR'S OFFICE

Contractor shall maintain an office with an email in the company's name where Contractor conducts business. The office shall be staffed during normal business hours by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's performance. Contractor shall respond to emails within one (1) business day of receipt.

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Contractor shall provide a toll-free telephone number for an emergency contact that can be reached 24/7/365 in the event that emergency services are needed as described in section 3.7 of this Statement of Work.

6.0 MATERIALS AND EQUIPMENT

- 6.1 Contractor shall provide all materials, supplies, and/or equipment needed for the provision of services under this Statement of Work.
- 6.2 Contractor shall purchase and/or maintain all materials, supplies, and/or equipment needed to provide interpretation services under this Master Agreement. Contractor shall use materials, supplies, and/or equipment that are safe for the environment and safe for use by staff.
- 6.3 In no event shall 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.

7.0 QUALITY CONTROL

Contractor shall 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 shall be submitted to the County Master Agreement Project Manager (IT Contracts) for review and approval within sixty (60) days after the effective date of the Master Agreement. The Contractor's plan shall include, but may not be limited to the following:

- 7.1 Method of monitoring to ensure and demonstrate that the services fulfill the Master Agreement requirements.
- 7.2 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.
- 7.3 Provide records of inspections and corrective actions to the County upon request.

8.0 QUALITY ASSURANCE PLAN

ISD will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Paragraph 8,

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Standard Terms and Conditions, Sub-paragraph 8.14, County's Quality Assurance Plan.

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1.0 SCOPE OF WORK

1.1 Overview of Video Remote Interpretation Services

The purpose of this Statement of Work is for the provision of Video Remote Interpreting (VRI) services, including American Sign Language (ASL), by the Contractor to any of County's departments, related agencies, related districts and/or the non-County districts and agencies that have established and execute an Interdepartmental Agreement (referred to as "Authorized Departments"). Services provided will be on an on-demand basis, 24/7/365 days a year and could take place anywhere that the County conducts its business. Services will be provided by professional qualified human interpreters and consist of an interpreter to translate oral speech, including ASL, over video remote into another language, including ASL, that is requested by the County Customer. The objective of interpretation services is to communicate with an individual at linguistically appropriate levels that ensure understanding.

1.2 Video Remote Interpretation Services Required

Contractor shall provide interpretation services to non-English monolingual, limited English proficiency speaking, or ASL individuals seeking service or information from Authorized Departments (referred to "AD/ADs") regarding medical, mental health, public health, and any other information.

Contractor shall provide interpretation services on an on-demand basis, as required by the AD, and further described in Section 2.0, Service Requirements and Section 3.0 Infrastructure Operations, of this Statement of Work.

1.3 Target Language(s) - Languages for Interpretation and Translation Services

Contractor shall interpret **from** spoken English **to** any other spoken language, as identified in Section 2.0 Definitions, 2.40 Target Language(s), of the Master Agreement, as may be required by the AD. Additionally, Contractor shall interpret any other spoken language, as identified in Section 2.0 Definitions, 2.40 Target Languages, of the Master Agreement, **to** spoken English, as may be required by AD.

1.4 Video Remote Interpretation Process

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The following scenario describes the process the AD Service Requester expects to follow to arrange for and accomplish VRI interpretation services:

1. Comes into contact with a County Customer in person on-premises and recognized the need for interpretation services.
2. Uses video conference technology to connect County Customer and Contractor.
3. Contractor answers incoming video call.
4. Provides the Contractor with the Department's assigned user access identification.
5. Connects County Customer to video call for the purposes of interpretation.
6. Contractor's staff initiates dialogue with the County Customer to identify the Target Language.
7. Contractor routes the video call to Contractor's interpreter certified in the Target Language.
8. Interpreter translates both the AD's Service Requester and the County Customer's communication to facilitate the exchange.
9. AD Service Requestor determines that the transaction is complete and terminates the video call.

NOTE: Steps 3 through 7 are measured as the video call-connect response time and must be accomplished in no more than 60 seconds, as stated in paragraph 3.3 of this SOW.

2.0 SERVICE REQUEST AND SPECIFIC WORK REQUIREMENTS

- 2.1 On an on-demand basis, the AD's will contact the Contractor via toll-free application on an electronic device (desktop, laptop, tablet or mobile device) with a request for VRI services when the AD requires interpretation to and from English and to and from any other language, or otherwise identified by the AD at the time of VRI exchange.
- 2.2 Contractor shall provide on-demand, human interpreters.
- 2.3 Contractor shall maintain and provide toll-free access to an application to enable AD's to access and use the VRI interpretation services.
- 2.4 Contractor shall utilize the AD(s) user identifications selected/issued by the County (Cost Center Number).

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- 2.5 Contractor shall maintain adequate records for each request detailing the services that are provided, including but not limited to:
- a) Target Language;
 - b) Name of AD Employee;
 - c) Duration in minutes of interpreting services provided;
 - d) Cost Center Number;
 - e) Name of Interpreter(s) who provided services.
- 2.6 Contractor shall provide ISD and AD Master Agreement Coordinator 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 ISD or at the request of ISD for the AD.
- 2.7 Contractor shall have procedures in place to accept and make appointments for ADs for video remote interpretation services.
- 2.8 Contractor shall provide a Contractor Level Summary report to ISD on an annual basis. The Contractor Level Summary report shall include, but not be limited to:
- a) Summary of service;
 - b) Type of service provided;
 - c) Requesting AD's;
 - d) Annual cost: total and broken down per AD;
 - e) Language(s); and
 - f) Satisfaction level.

3.0 INFRASTRUCTURE OPERATIONS

- 3.1 Contractor shall maintain a minimum of one (1) toll-free secured encrypted from end to end, with Web Real-Time Communication, application within the United States with an uninterruptible power supply to meet the County's requirements as identified in this Statement of Work.
- 3.2 Contractor shall 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.
- 3.3 The video-remote call center must be equipped and staffed to ensure a video-remote connect response time of no more than 60 seconds.

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- 3.4 VRI must be in real-time with 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.
- 3.5 VRI, 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.
- 3.6 Contractor shall 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.
- 3.7 Contractor shall have operating and backup capacity to provide continuing interpretation services to the County AD's 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.
- 3.8 Contractor shall have procedures established in the event videos are not completed as required per this Statement of Work. This includes, but is not limited to, service interruptions when providing interpretation services, service disconnect, and lapse in services during an unforeseen emergency, as described in section 3.7 of this Statement of Work. These procedures are subject to review and approval by the Department.
- 3.9 Contractor shall maintain and keep all interpretation information received in a confidential manner.

4.0 RESPONSIBILITIES

County's and the Contractor's responsibilities are as follows:

COUNTY'S RESPONSIBILITIES

ISD will administer the Master Agreement according to Paragraph 6.0, Administration of Master Agreement – County, of the Master Agreement.

The County will not provide items under this Master Agreement.

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CONTRACTOR'S RESPONSIBILITIES

4.1 Personnel

- 4.1.1 Contractor shall have a minimum of three (3) years of experience within the last five (5) years of providing interpretation services as described in Section 1.0 Scope of Work, of this Statement of Work.
- 4.1.2 Contractor shall ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.
- 4.1.3 Contractor shall assign sufficient staff to perform the provided services under this Master Agreement.
- 4.1.4 Contractor shall ensure that all staff providing services under this Master Agreement:
 - 4.1.4.1 Comply with Paragraph 7.6, Confidentiality, of the Master Agreement.
 - 4.1.4.2 Comply with 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 shall be maintained in the personnel's file at Contractor's office.
 - 4.1.4.3 Comply with the 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.
- 4.1.5 Contractor shall staff a full-time Contractor's Project Manager, and a designated alternate, according to 7.1, Contractor's Project Manager, of the Master Agreement.
- 4.1.6 Contractor shall assign professional human interpreters that are available to provide services as described in Section 2.0, Service

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Requirements, of this Statement of Work, and meet the following requirements:

- 1) Have at least one (1) year of experience performing interpretation services.
- 2) Be at least 18 years of age.
- 3) Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
- 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 and cultural awareness of the language being requested for interpretation, as well as demonstrate synchronicity and live intonation in interpretation.
- 5) Provide interpretation services only for the language(s) they have been certified to interpret.
- 6) Provide interpretation services that displays non-judgmental, culture-affirming attitudes and provide work in a professional and courteous manner.
- 7) Provide interpretation services in a manner, without interjecting personal opinions and without personal commentary.
- 8) Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information interpreted.
- 9) Have tested for and passed Contractor's documented and formalized certification procedure for video remote interpretation that adheres to the California State Personnel Board's Specification and Performance Standards for Contract Interpreter and Translation Services Certification of Interpreters & Translators in the language(s) for which they are providing interpretation services.
- 10) 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

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from the County's Core Language(s). The training program must be at a minimum of forty hours, and of those, ten hours must be related to mental health training.

- 11) For ASL interpreters, shall hold and maintain certifications by the National Association of the Deaf (NAD), recognized by the Registry of Interpreter for the Deaf (RID). Certificates must be in American Sign Language. Certificates can be in Spanish Speaking Sign Language (Spanish from Mexico) or Trilingual Interpreters.

4.2 Training Requirements

- 4.2.1 Contractor shall provide training programs and continue in-service training for all staff providing services under this Master Agreement.
- 4.2.2 Contractor shall train, test, and qualify interpreters to ensure they provide interpretation services in accordance with the confidentiality and non-disclosure requirements included in the Master Agreement, HIPAA, and 42 CFR Part 2 Confidentiality.
- 4.2.3 Contractor shall 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).
- 4.2.4 Contractor shall maintain complete training and certification records for all interpreters and make records available to County for review within five (5) 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, and the level of competency verified/tested;
 - d) Documentation demonstrating that the interpreter has professional interpreter experience in the certified language; and
 - e) Dates and types of all training provided by Contractor to meet confidentiality and non-disclosure requirements.

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4.2.5 Contractor shall provide training and training material to ISD and all ADs at the request of ISD throughout the term of this master agreement.

5.0 CONTRACTOR'S OFFICE

Contractor shall maintain an office with an email in the company's name where Contractor conducts business. The office shall be staffed during normal business hours by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's performance. Contractor shall respond to emails within one (1) business day of receipt.

Contractor shall provide a toll-free telephone number for an emergency contact that can be reached 24/7/365 in the event that emergency services are needed as described in section 3.7 of this Statement of Work.

6.0 MATERIALS AND EQUIPMENT

6.1 Contractor shall provide all materials, supplies, and/or equipment needed for the provision of services under this Statement of Work.

6.2 Contractor shall purchase and/or maintain all materials, supplies, and/or equipment needed to provide interpretation services under this Master Agreement. Contractor shall use materials, supplies, and/or equipment that are safe for the environment and safe for use by staff.

6.3 In no event shall 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.

7.0 QUALITY CONTROL

Contractor shall 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 shall be submitted to the County Master Agreement Project Manager (IT Contracts) for review and approval within sixty (60) days after the effective date of the Master Agreement. The Contractor's plan shall include, but may not be limited to the following:

7.1 Method of monitoring to ensure and demonstrate that the services fulfill the Master Agreement requirements.

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- 7.2 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.
- 7.3 Provide records of inspections and corrective actions to the County upon request.
- 7.4 Maintain an office as described in Section 5.0, Contractor's Office.

8.0 QUALITY ASSURANCE PLAN

ISD will evaluate the Contractor's performance under this Master Agreement using 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.

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1.0 SCOPE OF WORK

1.1 Overview of Document Translation Services

The purpose of this Statement of Work is for the provision of Document Translation Services (“translation services”) by the Contractor to any of County’s departments, related agencies, related districts and/or non-County districts and agencies that have established and execute an Interdepartmental Agreement (referred to as “Authorized Departments”). Services provided will be on an on-demand basis, 24/7/365 days a year and could take place anywhere that the County conducts its business. Services will be provided by professional qualified human translators and consist of the process of converting words or text from one language to another language. The objective of translation services is to convey the original tone and intent of a message to enable the Authorized Departments (AD’s) to make linguistically appropriate documents available to County Customers.

1.2 Document Translation Services Required

Contractor shall provide translation services of documents (public facing, client specific, etc.) that relay information (including medical documents, pamphlets, flyers, reports, etc.) needed to facilitate non-English monolingual or limited English proficiency individuals access to and understanding of information. Contractor shall deliver translation of written English to any other written language, as identified in Section 1.3 below, and Braille, as required by the AD. Contractor shall deliver translation services from any written language, as identified in Section 1.3 below, and Braille, to written English, as required by Department.

Contractor shall provide translation services, on an as-needed basis, as required by the AD based on the following sub-categories:

- Forms: the translation request of the written materials is typically an official or formal document of the AD. A Form is typically a document that collects or distributes information.
- Publications: the translation request of the written materials is typically official and formal by nature. A Publication is typically an information-sharing document from the AD, intended for the distribution to the Customer community. Publications need to be accessible per the Americans with Disability Act (ADA) requirements.

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- Auto Generated Text: the translation request of the written materials is typically system supported language text block translations. Contractor shall ensure accurate and professional translations of the requested work. Contractor will receive requests in English that need to be translated in other languages as requested by the AD.
- General Information Documents: the translations request of the written materials is typically general information documents provided by the AD to limited English Proficient (LEP) populations. Documents can cover many different topics, including but not limited to technical, legal, educational, medical, economical, and other.
- Emergency and Urgent Situations: the translations request of the written materials are emergency translation services required by the AD with first responder or emergency management related responsibilities during a disaster or emergency. Contractor shall ensure accurate and professional translations of the requested works. This category is for translation of emergency communications that will be provided to the general public when public health and safety is at risk or potentially at risk, or there is an urgent need to respond in writing to the Customer community with limited English proficiency.

Contractor shall provide translation services, on an as-needed basis, as required by the Department based on the following types of service request: a) Standard Service Request; b) Expedited Service Request; c) Urgent Service Request, and d) Emergency Service Request, as described in Section 2.0, Definitions, of the Master Agreement and in Section 2.0, Service Requests and Specific Work Requirements, of this Statement of Work.

Contractor's translation services shall include a second translator review to ensure accuracy of translation.

Contractor shall utilize technological capability to produce electronic files of documents to meet specific translation category requirements.

1.3 Target Language(s) – Languages for Interpretation and Translation Services

Contractor shall translate from written English to any other written language, as identified in Section 2.0 Definitions, 2.40 Target Language(s), of the Master Agreement, as may be required by the AD. Additionally, Contractor

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shall translate any other written language, as identified in Section 2.0 Definitions, 2.40 Target Languages, of the Master Agreement, to written English, as may be required by AD, including medical/mental health terminology and Braille.

2.0 SERVICE REQUESTS AND SPECIFIC WORK REQUIREMENTS

- 2.1 The AD will contact Contractor via secure web portal, with a Service Request Form Packet, Attachment A, that will:
- a) identify the type of service request (i.e., Standard Service Request, Expedited Service Request, Urgent Service Request or Emergency Service Request);
 - b) describe services needed;
 - c) as applicable, provide the document to be translated in an editable format; and
 - d) provide any additional information needed.
- 2.2 Contractor will provide a completed Service Request Packet and completed translated documents/forms in the format requested by the AD. Such formats include, but are not limited to, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Adobe PDF (read and create) or the equivalent of each format.
- 2.3 Upon receipt of a Standard Service Request, Contractor shall:
- 2.3.1 acknowledge receipt of service request received by responding to the AD within three (3) business hours;
 - 2.3.2 provide confirmation of ability to perform translation services within one (1) business day of the service request from the AD; and
 - 2.3.3 translate documents, including second translator review, within 10 business days from the date of request from the AD or at a later date as determined by the AD and as confirmed through the Service Request Packet provided by the AD.
- 2.4 Upon receipt of an Expedited Service Request, Contractor shall:
- 2.4.1 acknowledge receipt of service request received by responding to the AD within one (1) hour;
 - 2.4.2 provide confirmation of ability to perform translation services within one (1) business day of the service request from the AD; and

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- 2.4.3 translate documents, including second translator review, within three (3) business days from the date of request from the AD as confirmed through the Service Request Packet provided by the AD.
 - 2.5 Upon receipt of an Urgent Service Request, Contractor shall:
 - 2.5.1 acknowledge receipt of service request received by responding to the AD within one (1) hour;
 - 2.5.2 provide confirmation of ability to perform translation services within two (2) hours of the service request from the AD; and
 - 2.5.3 translate documents, including second translator review, within 24 hours, which includes weekends, evenings, and County observed holidays, from the date of request from the AD as confirmed through the Service Request Packet provided by AD.
 - 2.6 Upon receipt of an Emergency Service Request (Day of Service Request), Contractor shall:
 - 2.6.1 acknowledge receipt of service request received by responding to the AD within one (1) hour;
 - 2.6.2 provide confirmation of ability to perform translation services within two (2) hours of the service request from the AD; and
 - 2.6.3 translate documents, including second translator review, within six (6) hours, which includes weekends, evenings, and County observed holidays, from the date of request from the AD as confirmed through the Service Request Packet provided by AD.
- If the AD does not receive a response within the deadlines as described in 2.3, 2.4, 2.5, and 2.6 above, the AD will select another Contractor.**
- 2.7 Contractor shall provide translated document(s), in which a second translator review has been conducted to ensure accuracy in translation, as described in Section 2.12, 2.13, and 2.14, to AD for review and confirmation of satisfactory completion.
 - 2.8 Contractor shall, at no additional cost to County, work with AD to make any adjustments and modifications to translated document to ensure satisfactory completion.

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- 2.9 County shall withhold payment for services provided until AD determines translated document(s) have been satisfactorily completed.
- 2.10 Contractor shall provide translation services to AD in accordance with laws, regulations, and the terms of the Master Agreement.
- 2.11 Contractor shall translate documents to ensure a readability level no greater than the source document and at approximately a 6th grade level.
- 2.12 Contractor shall return translated documents in the format requested with the Service Request Packet, with proper headings, margins, and text alignment to ensure translated document closely resembles source document.
- 2.13 Contractor shall ensure that translation of document content, including unknown words, is not word for word from the source language. Translation of document content shall adhere to the requirements described in Section 4.1.6, Contractor's Responsibilities, of this Statement of Work.
- 2.14 Contractor shall ensure that the document content is not translated word for word or if a word is not known, the word shall not be spelled out in the written form of the source language. Translation shall include cultural awareness to ensure original tone and intent of source language is not lost.
- 2.15 Contractor shall maintain adequate records on each service performed in sufficient detail to permit an evaluation of translation services provided. Program records shall include, but not be limited to:
- a) Name, address and telephone number/email of AD requesting services;
 - b) Name or description of materials to be translated;
 - c) Number of words;
 - d) Number of pages;
 - e) Name of translator; and
 - f) Time spent providing translation services per document.
- 2.16 Contractor shall provide ISD and AD Master Agreement Coordinator(s) with training and training materials on how to access and use the translation services at the time the Master Agreement is executed and on an annual basis thereafter, or more frequently, at the request of ISD or at the request of ISD for the AD.

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- 2.17 Contractor shall provide a Contractor Level Summary report to ISD on an annual basis. The Contractor Level Summary report shall include, but not be limited to:
- a) Summary of service;
 - b) Type of service provided;
 - c) Requesting AD's;
 - d) Annual cost: total and broken down per AD;
 - e) Language(s); and
 - f) Satisfaction level.

3.0 INFRASTRUCTURE REQUIREMENTS

- 3.1 Contractor shall maintain a minimum of one (1) centralized email address dedicated to Los Angeles for inquiries and to respond to questions and/or concerns from the County/AD's regarding the service request on a 24/7/365 days per year basis. Contractor shall maintain a secure web portal, with uninterruptible power supply, where County/AD's can request services, as further described in Section 2.0, Service Requests and Specific Work Requirements. ADs must be able to sign in for requests.
- 3.2 Contractor shall utilize state-of-the-art computer systems, databases, networks and power requirements to maintain Services 2/7/365 days a year.
- 3.3 The secure web portal must be staffed to ensure a receipt of the Service Request Form within the deadlines described in Section 2.0, Service Requests and Specific Work Requirements.
- 3.4 Contractor shall 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.
- 3.5 Contractor shall have operating and backup capacity to provide continuing services to County/AD's 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.
- 3.6 Contractor shall have procedures established in the event translation services are not completed as required per this Statement of Work. This includes, but not limited to, service interruptions when providing translation services and lapse in services during an unforeseen emergency, as described in Section 3.5 of this Statement of Work. These procedures are subject to review and approval by the County.

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- 3.7 Contractor shall maintain and keep all translation information received in a confidential manner.

4.0 RESPONSIBILITIES

County's and Contractor's responsibilities are as follows:

COUNTY'S RESPONSIBILITIES

ISD will administer the Master Agreement according to Paragraph 6.0, Administration of Master Agreement – County, of the Master Agreement.

The County will not provide items under this Master Agreement.

CONTRACTOR'S RESPONSIBILITIES

4.1 Personnel

- 4.1.1 Contractor shall have a minimum of three (3) years of experience within the last five (5) years providing document translation services as described in Section 1.0, Scope of Work, of this Statement of Work.
- 4.1.2 Contractor shall ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.
- 4.1.3 Contractor shall assign sufficient staff to perform the provided services under this Master Agreement.
- 4.1.4 Contractor shall ensure that all staff providing services under this Master Agreement:
 - 4.1.4.1 Comply with Paragraph 7.6, Confidentiality, of the Master Agreement.
 - 4.1.4.2 Comply with 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

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requirement shall be maintained in the personnel's file at Contractor's Los Angeles County office.

4.1.4.2 Comply with the 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.

4.1.5 Contractor shall staff a full-time Project Manager, and a designated alternate, according to Paragraph 7.1, Contractor's Project Manager, of the Master Agreement.

4.1.5.1 Project Manager must be available to County as further described in Section 5.0, Contractor's Office, of this Statement of Work.

4.1.6 Contractor shall assign professional human translators that are available to provide services as described in Section 2.0, Service Requests and Specific Work Requirements, of this Statement of Work, during Pacific Time (PT) and that meet the following requirements:

- 1) Have at least one (1) year of experience performing translation services.
- 2) Be at least 18 years of age.
- 3) Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
- 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 and cultural awareness of the language being requested for translation.
- 5) Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information translated.
- 6) Have tested for and passed Contractor's documented and formalized certification procedure that adheres to the California State Personnel Board's Specification and Performance Standards for Contract Interpreter and Translation Services Certification of Interpreters & Translators in the language(s) for which they are providing translation service.

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- 7) Have a valid certification from the American Translators Association (ATA) for languages certified by ATA and maintain a proficiency level that is equivalent to the standards set forth by the ATA whose Code of Professional Conduct requires the following components to maintain excellence:
 - a) Mastery of the target language equivalent to that of an educated native speaker, including regional idioms and colloquialisms;
 - b) Follow a code of ethics and ethical standards as prescribed by the professional interpreters' organization;
 - c) Recognize and address common misunderstandings that may arise due to differing cultural expectation and assumptions;
 - d) Maintain current knowledge of the subject material and its terminology in both languages;
 - e) Maintain appropriate professional boundaries avoiding any conflict of interests;
 - f) Continue efforts to improve, broaden, and deepen skills and knowledge;
 - g) Render communication accurately and transparently, including brief written translations (i.e. signs, instructions, etc.); and
 - h) Maintain impartiality when conveying information.
- 8) Provide translation services only for the language(s) they have been certified to translate.
- 9) Contractor's staff providing translation services shall display non-judgmental, culture-affirming attitudes and provide work in a professional and courteous manner.
- 10) Provide translation services in a manner without interjecting personal opinions and without personal commentary.
- 11) 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

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proof (academic or non-academic program) to correctly interpret medical terminology to and from English and to and from the County's Core Language(s). The training program must be at a minimum of forty hours, and of those, ten hours must be related to mental health training.

4.2 Training Requirements

4.2.1 Contractor shall provide training programs and continuing in-service training for all staff providing services under this Master Agreement.

4.2.2 Contractor shall train, test, and qualify translators to ensure they provide translation services in accordance with the confidentiality and non-disclosure requirements included in the Master Agreement, HIPAA and 42 CFR Part 2 Confidentiality.

In addition to HIPAA and 42 CFR Part 2 Confidentiality requirements, Contractor shall 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).

4.2.3 Contractor shall maintain complete training and certification records for all translators and make records available to County for review within five (5) 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, and the level of competency verified/tested;
- d) Documentation demonstrating that the translator has professional translator experience in the certified language; and
- e) Dates and types of all trainings provided by Contractor to meet confidentiality and non-disclosure requirements.\

4.2.4 Contractor shall provide training and training material to ISD and all ADs at the request of ISD throughout the term of this master agreement.

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5.0 CONTRACTOR'S OFFICE

Contractor shall maintain an office with an email in the company's name where Contractor conducts business. The office shall be staffed during normal business hours by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's performance. Contractor shall respond to emails within one (1) business day of receipt.

Contractor shall provide a toll-free telephone number for an emergency contact that can be reached 24/7/365 in the event that emergency services are needed as described in Section 2.5 of this Statement of Work.

6.0 MATERIALS AND EQUIPMENT

- 6.1 Contractor shall provide all materials, supplies, and/or equipment needed for the provision of services under this Statement of Work.
- 6.2 Contractor shall purchase and/or maintain all materials, supplies, and/or equipment needed to provide translation services under this Statement of Work. Contractor shall use materials, supplies, and/or equipment that are safe for the environment and safe for use by staff.
- 6.3 In no event shall 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.

7.0 QUALITY CONTROL

Contractor shall 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 shall be submitted to the County Master Agreement Project Manager (IT Contracts) for review and approval within sixty (60) days after the effective date of the Master Agreement. The Contractor's plan shall include, but may not be limited to the following:

- 7.1 Method of monitoring to ensure and demonstrate that the services fulfill the Master Agreement requirements.
- 7.2 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.

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7.3 Provide records of inspections and corrective actions to the County upon request.

8.0 QUALITY ASSURANCE PLAN

ISD will evaluate the Contractor's performance under this Master Agreement using 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.

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1.0 SCOPE OF WORK

1.1 Overview of Sign Language Interpretation Services

The purpose of this Statement of Work is for the provision of Sign Language Interpretation Services (“sign language services”) by the Contractor to any of the County’s departments, related agencies, related districts and/or the non-County districts and agencies that have established and execute an Interdepartmental Agreement (referred to “Authorized Department(s)”). Services provided will be on an on-demand basis, 24/7/365 days a year and could take place anywhere that the County conducts its business. Services will be provided by professional qualified human interpreters to translate spoken English to American Sign Language (ASL), Spanish Sign Language and/or English Sign Language. 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 linguistically appropriate levels that ensure understanding.

1.2 Sign Language Services Required

Contractor shall provide sign language services to hearing impaired individuals seeking service or information regarding medical, health, public health, and other social services, as needed. Sign language services may be conducted on-site or offsite at other County or non-County facilities and provided to one or more individuals.

Contractor shall provide sign language services, on an as-needed basis, as required by the AD that include, but are not limited, to the following sub-categories:

- Individual Setting: one-on-one
- Group Setting: meeting/training where there are more than two individuals participating and where at least one of the individuals requires interpretation services
- Sign Language Interpreter Referral, includes:
 - Tactile, hand-over-hand method;
 - Trilingual, competent in three (3) language; and

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- Certified Deaf interpretation, an individual who is deaf or hard of hearing and has been certified by the Registry of Interpreters for the Deaf as an interpreter.
- Communication Aids:
 - Note takers,
 - computer aided transcription,
 - written materials,
 - open and closed captioning,
 - videotext displays,
 - cued speech transliterators,
 - telecommunication devices for the deaf and
 - exchange of written notes available upon request.

Contractor shall provide sign language services, on an as-needed basis, as required by the AD based on the following types of service request: a) Standard Service Request; b) Expedited Service Request; c) Urgent Service Request and d) Emergency Service Request, as described in Section 2.0, Definitions, of the Master Agreement and in Section 2.0, Service Requests and Specific Work Requirements, and Section 3.0, Infrastructure Operations, of this Statement of Work.

1.3 Target Language(s) - Languages for Interpretation and Translation Services

Contractor shall interpret **from** spoken English **to** ASL, Spanish Sign Language, or English Sign Language, as identified in Section 2.0 Definitions, 2.40 Target Language(s), of the Master Agreement, as may be required by the AD. Additionally, Contractor shall interpret ASL, Spanish Sign Language, or English Sign Language, as identified in Section 2.0 Definitions, 2.40 Target Language(s), of the Master Agreement, **to** spoken English, as may be required by AD.

2.0 SERVICE REQUESTS AND SPECIFIC WORK REQUIREMENTS

- 2.1 The AD will contact the Contractor via secure web portal, with a Service Request Form Packet, Attachment A, that will:

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- a) identify the type of service request (i.e., Standard Service Request, Expedited Service Request, Urgent Service Request or Emergency Service Request);
 - b) identify the type of sign language;
 - c) describe the sign language services needed; and
 - d) provide any additional information needed.
- 2.2 Upon receipt of a Standard Service Request made for sign language services more than ten (10) business days in advance of appointment, Contractor shall:
 - 2.2.1 acknowledge receipt of service request received by responding to the AD within ten (10) hours; and
 - 2.2.2 provide the AD with confirmation of ability to provide within five (5) business days prior to appointment and provide interpreter name and contact information to address issues with request.
- 2.3 Upon receipt of a Standard Service Request for sign language services made within five (5) to ten (10) days prior to appointment, Contractor shall:
 - 2.3.1 acknowledge receipt of service request received by responding to the AD within five (5) hours; and
 - 2.3.2 provide the AD confirmation of ability to provide sign language services at least two (2) business days prior to appointment and provide interpreter name and contact information to address issues with request.
- 2.4 Upon receipt of an Expedited Service Request for sign language services made within two (2) to four (4) business days prior to appointment, Contractor shall:
 - 2.4.1 acknowledge receipt of service request received by responding to the AD within three (3) hours; and
 - 2.4.2 provide the AD confirmation of ability to provide sign language services within one (1) business day prior to appointment and provide interpreter name and contact information to address issues with the request.

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- 2.5 Upon receipt of an Urgent Service Request for sign language interpretation services made within 24 hours prior to appointment, Contractor shall:
 - 2.5.1 acknowledge receipt of service request received by responding to the AD within one (1) hour; and
 - 2.5.2 provide the AD 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.
- 2.6 Upon receipt of an Emergency Service Request (Day of Service Request) for sign language interpretation services made for same day service with six (6) hours advance notice, Contractor shall:
 - 2.6.1 acknowledge receipt of service request received by responding to the AD within one (1) hour; and
 - 2.6.2 provide the AD confirmation of ability to provide interpretation services within one (1) hour after acknowledgement of receipt of service request received. Provide interpreter name and contact information for addressing issues with the request.
- 2.7 AD shall have the right to cancel a request without incurring any financial liability if cancellation is made within 48 hours of appointment. If cancellation of a request is made any time after the 47th hour of the appointment, AD will incur a penalty fee equivalent to two (2) hours of sign language services.
- 2.8 Contractor shall provide sign language interpretation services as follows:
 - 2.8.1 locations throughout Los Angeles County.
 - 2.8.2 Individual Setting: one-on-one
 - 2.8.3 Group Setting: meeting/training where there are more than two individuals participating and where at least one of the individuals requires interpretation services).
 - 2.8.4 minimum of two (2) hours to a maximum of eight (8) hours per day.
 - 2.8.5 minimum of one (1) to seven (7) days per week, for several weeks, or more. Appointments that have a duration of several weeks, or more,

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will be requested for two (2) weeks or up to thirty (30) days at a time via the Service Request Form Packet.

If Department does not receive a response within the deadlines as described in 2.2, 2.3, 2.4, 2.5, and 2.6 above, the AD will select another Contractor.

- 2.9 Contractor shall immediately notify the AD of any cancellation and provide an explanation. Contractor shall make arrangements to provide AD with the necessary replacement interpreter. County shall withhold payment if an explanation of cancellation is not provided to the satisfaction of the County.
- 2.10 Contractor shall 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 shall follow generally accepted standards of practice which may include teaming.
- 2.11 Contractor shall ensure that interpreters arrive to assignments at scheduled appointment time.
- 2.12 Contractor shall maintain adequate records for each request detailing the services that are provided, including but not limited to:
 - a) Name, address and contact person from the AD;
 - b) Type of service request;
 - c) Type of Sign Language;
 - d) Name of Individual (if applicable);
 - e) Type of setting (individual, group, or event)
 - f) Number of hours of interpreting services provided;
 - g) Date and location;
 - h) Name of interpreter(s) who provided services.
- 2.13 Contractor shall provide ISD and AD Master Agreement Coordinator(s) with training and training materials on how to access and use the services at the time the Master Agreement is executed and on an annual basis thereafter, or more frequently, at the request of ISD or at the request of ISD for the AD.
- 2.14 Contractor shall provide a Contractor Level Summary report to ISD on an annual basis. The Contractor Level Summary report shall include, but not be limited to:

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- a) Summary of service;
- b) Type of service provided;
- c) Requesting AD's;
- d) Annual cost: total and broken down per AD;
- e) Type of Sign Language(s); and
- f) Satisfaction level.

3.0 INFRASTRUCTURE REQUIREMENTS

- 3.1 Contractor shall maintain a minimum of one (1) centralized email address dedicated to Los Angeles County for inquiries and to respond to questions and/or concerns from the County/AD's regarding the service request on a 24/7/365 days per year basis. Contractor shall maintain a secure web portal, with uninterruptible power supply, where County/AD's can request services, as further described in Section 2.0, Service Requests and Specific Work Requirements.
- 3.2 Contractor shall utilize state-of-the-art computer systems, databases, networks and power requirements to maintain Services 24/7/365 days a year.
- 3.3 The secure web portal must be staffed to ensure a receipt of the Service Request Form within the deadlines described in Section 2.0, Service Requests and Specific Work Requirements.
- 3.4 Contractor shall 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.
- 3.5 Contractor shall have operating and backup capacity to provide continuing Services to County/AD's 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.
- 3.6 Contractor shall have procedures established in the event sign language interpretation services are not completed as required per this Statement of Work. This includes, but not limited to, service interruptions when providing interpretation services and lapse in services during an unforeseen emergency, as described in Section 3.5 of this Statement of Work. These procedures are subject to review and approval by the County.

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3.7 Contractor shall maintain and keep all interpretation information received in a confidential manner.

4.0 RESPONSIBILITIES

County's and Contractor's responsibilities are as follows:

COUNTY'S RESPONSIBILITIES

ISD will administer the Master Agreement according to Paragraph 6.0, Administration of Master Agreement – County, of the Master Agreement.

The County will not provide items under this Master Agreement.

CONTRACTOR'S RESPONSIBILITIES

4.1 Personnel

- 4.1.1 Contractor shall have a minimum of three (3) years of experience within the last five (5) years providing sign language interpretation services as described in Section 1.0, Scope of Work, of this Statement of Work.
- 4.1.2 Contractor shall ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.
- 4.1.3 Contractor shall assign sufficient staff to perform the provided services under this Master Agreement.
- 4.1.4 Contractor shall ensure that all staff providing services under this Master Agreement:
 - 4.1.4.1 Undergo background checks as set forth in Paragraph 7.5, Background and Security Investigations, of the Master Agreement.
 - 4.1.4.2 Comply with Paragraph 7.6, Confidentiality, of the Master Agreement.
 - 4.1.4.3 Comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA), Code of Federal Regulations (CFR)

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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 shall be in the personnel's file at Contractor's Los Angeles County office.

4.1.4.4 Comply with the 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.

4.1.5 Contractor shall staff a full-time Project Manager, and a designated alternate, according to Paragraph 7.1, Contractor's Project Manager, of the Master Agreement.

4.1.5.1 Project Manager must be available to the County as further described in Section 5.0, Contractor's Office, of this Statement of Work.

4.1.6 Contractor shall assign professional human interpreters that are available to provide sign language services as described in Section 2.0, Service Requests and Specific Work Requirements, of this Statement of Work, and meet all the following requirements:

- 1) Have at least one (1) year of experience performing sign language services.
- 2) Be at least 18 years of age.
- 3) Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
- 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 and cultural awareness of the language being requested for interpretation.
- 5) Shall hold and maintain certifications by the National Association of the Deaf (NAD), recognized by the Registry of Interpreter for the Deaf (RID). Certificates must be in American Sign Language.

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Certificates can be in Spanish Speaking Sign Language (Spanish from Mexico) or Trilingual Interpreters).

- 6) Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information interpreted.
- 7) Maintain a proficiency level that is equivalent to the standards set forth by the National Council on Interpreting, including the following components to maintain excellence:
 - a) Mastery of the target language equivalent to that of an educated native Individual, including regional idioms and colloquialisms;
 - b) Follow a code of ethics and ethical standards as prescribed by the professional interpreters' organization;
 - c) Recognize and address common misunderstandings that may arise due to differing cultural expectation and assumptions;
 - d) Maintain current knowledge of the subject material and its terminology in both languages;
 - e) Maintain appropriate professional boundaries avoiding any conflict of interests;
 - f) Continue efforts to improve, broaden, and deepen skills and knowledge;
 - g) Render communication accurately and transparently, including brief written translations (i.e. signs, instructions, etc.); and
 - h) Maintain impartiality when conveying information.
- 8) Display non-judgmental, culture-affirming attitudes and provide services in a professional and courteous manner.
- 9) Provide sign language services in a manner without interjecting personal opinions and without personal commentary.
- 10) Must be able to present valid Federal or State identification upon arrival to service location.
- 11) Must be able to find or provide their own transportation to the service location. Lack of transportation shall not be deemed a satisfactory cancellation of service(s).
- 12) Have completed a medical/mental healthcare interpreter education course which covers medical terminology with

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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 the County's Core Language(s). The training program must be at a minimum of forty hours, and of those, ten hours must be related to mental health training.

4.2 Training Requirements

- 4.2.1 Contractor shall provide training programs and continuing in-service training for all staff providing services under this Master Agreement.
- 4.2.2 Contractor shall train, test, and qualify interpreters to ensure they provide sign language services in accordance with the confidentiality and non-disclosure requirements included in the Master Agreement, HIPAA and 42 CFR Part 2 Confidentiality.

In addition to HIPAA and Confidentiality requirements, Contractor shall 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).

- 4.2.3 Contractor shall maintain complete training and certification records for all interpreters and make records available to County for review within five (5) 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, and the level of competency verified/tested;
 - d) Documentation demonstrating that the interpreter has professional interpreter experience in the certified language; and

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- e) Dates and types of all training provided by Contractor to meet confidentiality and non-disclosure requirements.

4.2.4 Contractor shall provide ISD and AD Master Agreement Coordinator(s) with training and training materials on how to access and use the services at the time the Master Agreement is executed and on an annual basis thereafter, or more frequently, at the request of ISD or at the request of ISD for the AD.

5.0 CONTRACTOR'S OFFICE

Contractor shall maintain an office with an email in the company's name where Contractor conducts business. The office shall be staffed during normal business hours by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's performance. Contractor shall respond to emails within one (1) business day of receipt.

Contractor shall provide a toll-free telephone number for an emergency contact that can be reached 24/7/365 in the event that urgent or emergency services are needed as described in Section 2.5 and 2.6 of this Statement of Work.

6.0 MATERIALS AND EQUIPMENT

- 6.1 Contractor shall provide all materials, supplies, and/or equipment needed for the provision of services under this Statement of Work.
- 6.2 Contractor shall purchase and/or maintain all materials, supplies, and/or equipment needed to provide interpretation services under this Master Agreement. Contractor shall use materials, supplies and/or equipment that are safe for the environment and safe for use by staff.
- 6.3 In no event shall 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.

7.0 QUALITY CONTROL

Contractor shall 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 shall be submitted to the County Master Agreement Project Manager (IT Contracts) for review and approval within sixty (60) days after the

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effective date of the Master Agreement. The Contractor's plan shall include, but may not be limited to the following:

- 7.1 Method of monitoring to ensure and demonstrate that the services fulfill the Master Agreement requirements.
- 7.2 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.
- 7.3 Provide records of inspections and corrective actions to the County upon request.

8.0 QUALITY ASSURANCE PLAN

ISD will evaluate the Contractor's performance under this Master Agreement using 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.

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1.0 SCOPE OF WORK

1.1 Overview of In-Person Interpretation Services

The purpose of this Statement of Work is for the provision of In-Person Oral Interpretation Services ("interpretation services") by the Contractor to any of the County's departments, related agencies, related districts and/or the non-County districts and agencies that have established and execute an Interdepartmental Agreement (referred to "Authorized Department(s)"). Services provided will be on an on-demand basis, 24/7/365 days a year and could take place anywhere that the County conducts its business. Services will be provided by professional qualified human interpreters to translate speech orally from one language to another language. The objective of interpretation services is to communicate with an individual at linguistically appropriate levels that ensure understanding.

1.2 In-Person Interpretation Services Required

Contractor shall provide interpretation services to non-English monolingual or limited English proficiency speaking individuals seeking service or information regarding medical, health, public health, and other social services, as needed. Interpretation services may be conducted on-site or offsite at other County or non-County facilities and provided to one or more individuals.

Contractor shall provide interpretation services, on an as-needed basis, as required by the AD that include, but are not limited, to the following sub-categories:

- Individual Setting: one-on-one
- Group Setting: meeting/training where there are more than two individuals participating and where at least one of the individuals requires interpretation services
- Communication Aids:
 - Note takers,
 - computer aided transcription,
 - written materials,
 - open and closed captioning,
 - videotext displays,
 - cued speech transliterators, and

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- exchange of written notes available upon request.

Contractor shall provide interpretation services, on an as-needed basis, as required by the AD based on the following types of service request: a) Standard Service Request; b) Expedited Service Request; c) Urgent Service Request and d) Emergency Service Request, as described in Section 2.0, Definitions, of the Master Agreement and in Section 2.0, Service Requests and Specific Work Requirements, and Section 3.0, Infrastructure Operations, of this Statement of Work.

1.3 Target Language(s) - Languages for Interpretation and Translation Services

Contractor shall interpret **from** spoken English **to** any other spoken language, as identified in Section 2.0 Definitions, 2.40 Target Language(s), of the Master Agreement, as may be required by the AD. Additionally, Contractor shall interpret any other spoken language, as identified in Section 2.0 Definitions, 2.40 Target Languages, of the Master Agreement, **to** spoken English, as may be required by AD.

2.0 SERVICE REQUESTS AND SPECIFIC WORK REQUIREMENTS

- 2.1 The AD will contact the Contractor via secure web portal, with a Service Request Form Packet, Attachment A, that will:
 - a) identify the type of service request (i.e., Standard Service Request, Expedited Service Request, Urgent Service Request or Emergency Service Request);
 - b) identify the language;
 - c) describe the language services needed; and
 - d) provide any additional information needed.
- 2.2 Upon receipt of a Standard Service Request made for interpretation services more than ten (10) business days in advance of appointment, Contractor shall:
 - 2.2.1 acknowledge receipt of service request received by responding to the AD within ten (10) hours; and
 - 2.2.2 provide the AD with confirmation of ability to provide within five (5) business days prior to appointment and provide interpreter name and contact information to address issues with request.

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- 2.3 Upon receipt of a Standard Service Request for sign language services made within five (5) to ten (10) days prior to appointment, Contractor shall:
 - 2.3.1 acknowledge receipt of service request received by responding to the AD within five (5) hours; and
 - 2.3.2 provide the AD confirmation of ability to provide interpretation language services at least two (2) business days prior to appointment and provide interpreter name and contact information to address issues with request.
- 2.4 Upon receipt of an Expedited Service Request for interpretation services made within two (2) to four (4) business days prior to appointment, Contractor shall:
 - 2.4.1 acknowledge receipt of service request received by responding to the AD within three (3) hours; and
 - 2.4.2 provide the AD confirmation of ability to provide interpretation services within one (1) business day prior to appointment and provide interpreter name and contact information to address issues with the request.
- 2.5 Upon receipt of an Urgent Service Request for interpretation services made within 24 hours prior to appointment, Contractor shall:
 - 2.5.1 acknowledge receipt of service request received by responding to the AD within one (1) hour; and
 - 2.5.2 provide the AD 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.
- 2.6 Upon receipt of an Emergency Service Request (Day of Service Request) for interpretation services made for same day service with six (6) hours advance notice, Contractor shall:
 - 2.6.1 acknowledge receipt of service request received by responding to the AD within one (1) hour; and

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- 2.6.2 provide the AD confirmation of ability to provide interpretation services within one (1) hour after acknowledgement of the service request received. Provide interpreter name and contact information for addressing issues with the request.
- 2.7 AD shall have the right to cancel a request without incurring any financial liability if cancellation is made within 48 hours of appointment. If cancellation of a request is made any time after the 47th hour of the appointment, AD will incur a penalty fee equivalent to two (2) hours of interpretation services.
- 2.8 Contractor shall provide interpretation services as follows:
 - 2.8.1 locations throughout Los Angeles County.
 - 2.8.2 Individual Setting: one-on-one
 - 2.8.3 Group Setting: meeting/training where there are more than two individuals participating and where at least one of the individuals requires interpretation services).
 - 2.8.4 minimum of two (2) hours to a maximum of eight (8) hours per day.
 - 2.8.5 minimum of one (1) to seven (7) days per week, for several weeks, or more. Appointments that have a duration of several weeks, or more, will be requested for two (2) weeks or up to thirty (30) days at a time via the Service Request Form Packet.

If the AD does not receive a response within the deadlines as described in 2.2, 2.3, 2.4, 2.5, and 2.6 above, the AD will select another Contractor.

- 2.9 Contractor shall immediately notify the AD of any cancellation and provide an explanation. Contractor shall make arrangements to provide AD with the necessary replacement interpreter. County shall withhold payment if an explanation of cancellation is not provided to the satisfaction of the County.
- 2.10 Contractor shall 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 shall follow generally accepted standards of practice which may include teaming.

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- 2.11 Contractor shall ensure that interpreters arrive to assignments at scheduled appointment time.
- 2.12 Contractor shall maintain adequate records for each request detailing the services that are provided, including but not limited to:
 - a) Name, address and contact person from the AD;
 - b) Type of service request;
 - c) Type of Language;
 - d) Name of Individual (if applicable);
 - e) Type of setting (individual, group, or event)
 - f) Number of hours of interpreting services provided;
 - g) Date and location;
 - h) Name of interpreter(s) who provided services.
- 2.13 Contractor shall provide ISD and AD Master Agreement Coordinator(s) with training and training materials on how to access and use the services at the time the Master Agreement is executed and on an annual basis thereafter, or more frequently, at the request of ISD or at the request of ISD for the AD.
- 2.14 Contractor shall provide a Contractor Level Summary report to ISD on an annual basis. The Contractor Level Summary report shall include, but not be limited to:
 - a) Summary of service;
 - b) Type of service provided;
 - c) Requesting AD's;
 - d) Annual cost: total and broken down per AD;
 - e) Language(s); and
 - f) Satisfaction level.

3.0 INFRASTRUCTURE REQUIREMENTS

- 3.1 Contractor shall maintain a minimum of one (1) centralized email address dedicated to Los Angeles County for inquiries and to respond to questions and/or concerns from the County/AD's regarding the service request on a 24/7/365 days per year basis. Contractor shall maintain a secure web portal, with uninterruptible power supply, where County/AD's can request services, as further described in Section 2.0, Service Requests and Specific Work Requirements.

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- 3.2 Contractor shall utilize state-of-the-art computer systems, databases, networks and power requirements to maintain Services 2/7/365 days a year.
- 3.3 The secure web portal must be staffed to ensure a receipt of the Service Request Form within the deadlines described in Section 2.0, Service Requests and Specific Work Requirements.
- 3.4 Contractor shall 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.
- 3.5 Contractor shall have operating and backup capacity to provide continuing Services to County/AD's 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.
- 3.6 Contractor shall have procedures established in the event interpretation services are not completed as required per this Statement of Work. This includes, but not limited to, service interruptions when providing interpretation services and lapse in services during an unforeseen emergency, as described in Section 3.5 of this Statement of Work. These procedures are subject to review and approval by the County.
- 3.7 Contractor shall maintain and keep all interpretation information received in a confidential manner.

4.0 RESPONSIBILITIES

County's and Contractor's responsibilities are as follows:

COUNTY'S RESPONSIBILITIES

ISD will administer the Master Agreement according to Paragraph 6.0, Administration of Master Agreement – County, of the Master Agreement.

The County will not provide items under this Master Agreement.

CONTRACTOR'S RESPONSIBILITIES

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4.1 Personnel

- 4.1.1 Contractor shall have a minimum of three (3) years of experience within the last five (5) years providing in-person oral interpretation services as described in Section 1.0, Scope of Work, of this Statement of Work.
- 4.1.2 Contractor shall ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.
- 4.1.3 Contractor shall assign sufficient staff to perform the provided services under this Master Agreement.
- 4.1.4 Contractor shall ensure that all staff providing services under this Master Agreement:
 - 4.1.4.1 Undergo background checks as set forth in Paragraph 7.5, Background and Security Investigations, of the Master Agreement.
 - 4.1.4.2 Comply with Paragraph 7.6, Confidentiality, of the Master Agreement.
 - 4.1.4.3 Comply with 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 shall be in the personnel's file at Contractor's Los Angeles County office.
 - 4.1.4.4 Comply with the 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.

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4.1.5 Contractor shall staff a full-time Project Manager, and a designated alternate, according to Paragraph 7.1, Contractor's Project Manager, of the Master Agreement.

4.1.5.1 Project Manager must be available to the County as further described in Section 5.0, Contractor's Office, of this Statement of Work.

4.1.6 Contractor shall assign professional human interpreters that are available to provide interpretation services as described in Section 2.0, Service Requests and Specific Work Requirements, of this Statement of Work, and meet all the following requirements:

- 1) Have at least one (1) year of experience performing interpretation language services.
- 2) Be at least 18 years of age.
- 3) Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
- 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 and cultural awareness of the language being requested for interpretation.
- 5) Have tested for and passed Contractor's documented and formalized certification procedure for in person oral interpretation that adheres to the California State Personnel Board's Specification and Performance Standards for Contract Interpreter and Translation Services Certification of Interpreters & Translators in the language(s) for which they are providing interpretation services.
- 6) Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information interpreted.
- 7) Maintain a proficiency level that is equivalent to the standards set forth by the National Council on Interpreting, including the following components to maintain excellence:
 - a) Mastery of the target language equivalent to that of an educated native Individual, including regional idioms and colloquialisms;

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- b) Follow a code of ethics and ethical standards as prescribed by the professional interpreters' organization;
 - c) Recognize and address common misunderstandings that may arise due to differing cultural expectation and assumptions;
 - d) Maintain current knowledge of the subject material and its terminology in both languages;
 - e) Maintain appropriate professional boundaries avoiding any conflict of interests;
 - f) Continue efforts to improve, broaden, and deepen skills and knowledge;
 - g) Render communication accurately and transparently, including brief written translations (i.e. signs, instructions, etc.); and
 - h) Maintain impartiality when conveying information.
- 8) Display non-judgmental, culture-affirming attitudes and provide services in a professional and courteous manner.
 - 9) Provide interpretation services in a manner without interjecting personal opinions and without personal commentary.
 - 10) Must be able to present valid Federal or State identification upon arrival to service location.
 - 11) Must be able to find or provide their own transportation to the service location. Lack of transportation shall not be deemed a satisfactory cancellation of service(s).
 - 12) 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 the County's Core Language(s). The training program must be at a minimum of forty hours, and of those, ten hours must be related to mental health training.

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4.2 Training Requirements

- 4.2.1 Contractor shall provide training programs and continuing in-service training for all staff providing services under this Master Agreement.
- 4.2.2 Contractor shall train, test, and qualify interpreters to ensure they provide interpretation services in accordance with the confidentiality and non-disclosure requirements included in the Master Agreement, HIPAA and 42 CFR Part 2 Confidentiality.

In addition to HIPAA and Confidentiality requirements, Contractor shall 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).

- 4.2.3 Contractor shall maintain complete training and certification records for all interpreters and make records available to County for review within five (5) 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, and the level of competency verified/tested;
 - d) Documentation demonstrating that the interpreter has professional interpreter experience in the certified language; and
 - e) Dates and types of all training provided by Contractor to meet confidentiality and non-disclosure requirements.
- 4.2.4 Contractor shall provide ISD and AD Master Agreement Coordinator(s) with training and training materials on how to access and use the services at the time the Master Agreement is executed and on an annual basis thereafter, or more frequently, at the request of ISD or at the request of ISD for the AD.

5.0 CONTRACTOR'S OFFICE

Contractor shall maintain an office with an email in the company's name where Contractor conducts business. The office shall be staffed during normal business

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hours by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's performance. Contractor shall respond to emails within one (1) business day of receipt.

Contractor shall provide a toll-free telephone number for an emergency contact that can be reached 24/7/365 in the event that urgent or emergency services are needed as described in Section 2.5 and 2.6 of this Statement of Work.

6.0 MATERIALS AND EQUIPMENT

- 6.1 Contractor shall provide all materials, supplies, and/or equipment needed for the provision of services under this Statement of Work.
- 6.2 Contractor shall purchase and/or maintain all materials, supplies, and/or equipment needed to provide interpretation services under this Master Agreement. Contractor shall use materials, supplies and/or equipment that are safe for the environment and safe for use by staff.
- 6.3 In no event shall 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.

7.0 QUALITY CONTROL

Contractor shall 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 shall be submitted to the County Master Agreement Project Manager (IT Contracts) for review and approval within sixty (60) days after the effective date of the Master Agreement. The Contractor's plan shall include, but may not be limited to the following:

- 7.1 Method of monitoring to ensure and demonstrate that the services fulfill the Master Agreement requirements.
- 7.2 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.
- 7.3 Provide records of inspections and corrective actions to the County upon request.

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8.0 QUALITY ASSURANCE PLAN

ISD will evaluate the Contractor's performance under this Master Agreement using 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.

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MISCELLANEOUS INTERPRETATION AND TRANSLATION SERVICES**

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**STATEMENT OF WORK
FOR
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1.0 SCOPE OF WORK

1.1 Overview of Miscellaneous Interpretation and Translation Services

The purpose of this Statement of Work is for the provision of Miscellaneous Interpretation and Translation Services (“miscellaneous services”) by the Contractor to any of County’s departments, related agencies, related districts and/or non-County districts and agencies that have established and execute an Interdepartmental Agreement (referred to as “Authorized Departments”). Services provided will be on an on-demand basis, 24/7/365 days a year and could take place anywhere that the County conducts its business. Services will be provided by professional qualified human interpreters.

The miscellaneous services subcategories are as follows:

- Captioning Services will consist of a translator splitting transcript text into caption frames (“chunks”) and time-coding each frame to synchronize with the audio of a video.
- Post-Production/Post Webinar (Closed) Captioning will consist of a translator converting a previously recorded Webinar or other presentation that is typically saved on a DVD, CD or media file into written text.
- Remote Transcription will consist of a 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 County Customer/audience, done remotely with use of audio/video relay equipment.
- Simultaneous Oral Interpretation Services will consist of an interpreter to translate speech orally from one language to another language. The objective of simultaneous services is to capture what is said in real-time and suited for large-scale events and group counseling sessions, diverse durations, and situations where a pause in conversation is not beneficial. The information is transmitted into a microphone and delivered to the listener(s) via headsets.
- Subtitling Services will consist of a translator adding subtitle to audio-video media to allow viewers to understand the content in their native language.
- Text Transcription will consist of a translator converting speech, audio or written word into a text message for AD to send out to County Customer(s).

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- Transcription Services will consist of a translator converting speech or audio into a written, plain text document.
- Voice-over Services will consist of a voice artist/talent translator recording a translated script to present audio content. The Contractor will provide additional work to “clean up” the recording and include dubbing for sound effects and/or music.

1.2 Miscellaneous Interpretation and Translation Services Required

Contractor shall provide interpretation and/or translation services to non-English monolingual or limited English proficiency speaking individuals seeking services or information regarding medical, health, public health, and other social services, as needed. Interpretation and/ or translation services may be conducted on-site or offsite at other County or non-County facilities and provided to one or more individuals.

Contractor shall provide interpretation and/or translation services, on an as-needed basis, as required by the AD based on the following types of service request: a) Standard Request; b) Expedited Request; c) Urgent Service Request and d) Emergency Service Request, as described in Section 2.0, Definitions, of the Master Agreement and in Section 2.0, Service Requests and Specific Work Requirements, and Section 3.0, Infrastructure Operations, of this Statement of Work.

Contractor’s translation services shall include a second translator review to ensure accuracy of translation.

Contractor shall utilize technological capability to produce electronic files of documents to meet specific translation category requirements.

1.3 Target Language(s) - Languages for Interpretation and Translation Services

Interpretation: Contractor shall interpret **from** spoken English **to** any other spoken language, as identified in Section 2.0 Definitions, 2.40 Target Language(s), of the Master Agreement, as may be required by the AD. Additionally, Contractor shall interpret any other spoken language, as identified in Section 2.0 Definitions, 2.40 Target Languages, of the Master Agreement, **to** spoken English, as may be required by AD.

Translation: Contractor shall translate **from** written English **to** any other written language, as identified in Section 2.0 Definitions, 2.40 Target

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Language(s), of the Master Agreement, as may be required by the AD. Additionally, Contractor shall translate any other written language, as identified in Section 2.0 Definitions, 2.40 Target Languages, of the Master Agreement, to written English, as may be required by AD, including medical/mental health terminology

2.0 SERVICE REQUESTS AND SPECIFIC WORK REQUIREMENTS

- 2.1 The AD will contact the Contractor via secure web portal, with a Service Request Form Packet, Attachment A, that will:
 - a) identify the type of service request (i.e., Standard Service Request, Expedited Service Request, Urgent Service Request, or Emergency Service Request);
 - b) identify the type of language;
 - c) describe the language services needed; and
 - d) provide any additional information needed.
- 2.2 Upon receipt of a Standard Service Request made for interpretation services more than ten (10) business days in advance of appointment, Contractor shall:
 - 2.2.1 acknowledge receipt of service request received by responding to the AD within ten (10) hours; and
 - 2.2.2 provide the AD with confirmation of ability to provide within five (5) business days prior to appointment and provide interpreter name and contact information to address issues with request.
- 2.3 Upon receipt of a Standard Service Request for interpretation services made within five (5) to ten (10) days prior to appointment, Contractor shall:
 - 2.3.1 acknowledge receipt of service request received by responding to the AD within five (5) hours; and
 - 2.3.2 provide the AD confirmation of ability to provide interpretation language services at least two (2) business days prior to appointment and provide interpreter name and contact information to address issues with request.
- 2.4 Upon receipt of a Standard Service Request for translation services, Contractor shall:

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- 2.4.1 acknowledge receipt of service request received by responding to the AD within three (3) business hours;
- 2.4.2 provide confirmation of ability to perform translation services within one (1) business day of the service request from the AD; and
- 2.4.3 translate documents, including second translator review, within 10 business days from the date of request from the AD or at a later date as determined by the AD and as confirmed through the Service Request Packet provided by the AD.
- 2.5 Upon receipt of an Expedited Service Request for interpretation services made within two (2) to four (4) business days prior to appointment, Contractor shall:
 - 2.5.1 acknowledge receipt of service request received by responding to the AD within three (3) hours; and
 - 2.5.2 provide the AD confirmation of ability to provide interpretation services within one (1) business day prior to appointment and provide interpreter name and contact information to address issues with the request.
- 2.6 Upon receipt of an Expedited Service Request for translation services, Contractor shall:
 - 2.6.1 acknowledge receipt of service request received by responding to the AD within one (1) hour;
 - 2.6.2 provide confirmation of ability to perform translation services within one (1) business day of the service request from the AD; and
 - 2.6.3 translate documents, including second translator review, within three (3) business days from the date of request from the AD as confirmed through the Service Request Packet provided by the AD.
- 2.7 Upon receipt of an Urgent Service Request for interpretation services made within 24 hours prior to appointment, Contractor shall:
 - 2.7.1 acknowledge receipt of service request received by responding to the AD within one (1) hour; and

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- 2.7.2 provide the AD 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.
- 2.8 Upon receipt of an Urgent Service Request for translation services, Contractor shall:
 - 2.8.1 acknowledge receipt of service request received by responding to the AD within one (1) hour;
 - 2.8.2 provide confirmation of ability to perform translation services within two (2) hours of the service request from the AD; and
 - 2.8.3 translate documents, including second translator review, within 24 hours, which includes weekends, evenings, and County observed holidays, from the date of request from the AD as confirmed through the Service Request Packet provided by AD.
- 2.9 Upon receipt of an Emergency Service Request (Day of Service Request) for interpretation services made for same day service with six (6) hours advance notice, Contractor shall:
 - 2.9.1 acknowledge receipt of service request received by responding to the AD within one (1) hour; and
 - 2.9.2 provide the AD confirmation of ability to provide interpretation services within one (1) hour after acknowledgement of the service request received. Provide interpreter name and contact information for addressing issues with the request.
- 2.10 Upon receipt of an Emergency Service Request (Day of Service Request) for translation services, Contractor shall:
 - 2.10.1 acknowledge receipt of service request received by responding to the AD within one (1) hour;
 - 2.10.2 provide confirmation of ability to perform translation services within two (2) hours of the service request from the AD; and
 - 2.10.3 translate documents, including second translator review, within six (6) hours, which includes weekends, evenings, and County observed holidays, from the date of request from the AD as confirmed through the Service Request Packet provided by AD

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If the AD does not receive a response within the deadlines as described above, the AD will select another Contractor.

INTERPRETATION SERVICES

- 2.11 AD shall have the right to cancel a request without incurring any financial liability if cancellation is made within 48 hours of appointment. If cancellation of a request is made any time after the 47th hour of the appointment, AD will incur a penalty fee equivalent to two (2) hours of interpretation services.
- 2.12 Contractor shall provide interpretation services as follows:
 - 2.12.1 locations throughout Los Angeles County.
 - 2.12.2 Individual Setting: one-on-one
 - 2.12.3 Group Setting: meeting/training where there are more than two individuals participating and where at least one of the individuals requires interpretation services).
 - 2.12.4 minimum of two (2) hours to a maximum of eight (8) hours per day.
 - 2.12.5 minimum of one (1) to seven (7) days per week, for several weeks, or more. Appointments that have a duration of several weeks, or more, will be requested at a maximum of two (2) weeks at a time via the Service Request Form Packet.
- 2.13 Contractor shall immediately notify the AD of any cancellation and provide an explanation. Contractor shall make arrangements to provide AD with the necessary replacement interpreter. County shall withhold payment if an explanation of cancellation is not provided to the satisfaction of the County.
- 2.14 Contractor shall 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 shall follow generally accepted standards of practice which may include teaming.
- 2.15 Contractor shall ensure that interpreters arrive to assignments at scheduled appointment time.
- 2.16 Contractor shall maintain adequate records for each request detailing the services that are provided, including but not limited to:

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- a) Name, address and contact person from the AD;
- b) Type of service request;
- c) Type of Language;
- d) Name of Individual (if applicable);
- e) Type of setting (individual, group, or event)
- f) Number of hours of interpreting services provided;
- g) Date and location;
- h) Name of interpreter(s) who provided services.

TRANSLATION SERVICES

- 2.17 Contractor shall provide translated document(s), in which a second translator review has been conducted to ensure accuracy in translation, as described in Section 2.22, 2.23, and 2.24, to AD for review and confirmation of satisfactory completion.
- 2.18 Contractor shall, at no additional cost to County, work with AD to make any adjustments and modifications to translated document to ensure satisfactory completion.
- 2.19 County shall withhold payment for services provided until AD determines translated document(s) have been satisfactorily completed.
- 2.20 Contractor shall provide translation services to AD in accordance with laws, regulations, and the terms of the Master Agreement.
- 2.21 Contractor shall translate documents to ensure a readability level no greater than the source document and at approximately a 6th grade level.
- 2.22 Contractor shall return translated documents in the format requested with the Service Request Packet, with proper headings, margins, and text alignment to ensure translated document closely resembles source document.
- 2.23 Contractor shall ensure that translation of document content, including unknown words, is not word for word from the source language. Translation of document content shall adhere to the requirements described in Section 4.1.6, Contractor's Responsibilities, of this Statement of Work.
- 2.24 Contractor shall ensure that the document content is not translated word for word or if a word is not known, the word shall not be spelled out in the written

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form of the source language. Translation shall include cultural awareness to ensure original tone and intent of source language is not lost.

- 2.25 Contractor shall maintain adequate records on each service performed in sufficient detail to permit an evaluation of translation services provided. Program records shall include, but not be limited to:
- a) Name, address and telephone number of AD requesting services;
 - b) Name or description of materials to be translated;
 - c) Number of words;
 - d) Number of pages;
 - e) Name of translator; and
 - f) Time spent providing translation services per document.
- 2.26 Contractor shall provide ISD and AD Master Agreement Coordinator(s) with training and training materials on how to access and use the translation services at the time the Master Agreement is executed and on an annual basis thereafter, or more frequently, at the request of ISD or at the request of ISD for the AD.
- 2.27 Contractor shall provide a Contractor Level Summary report to ISD on an annual basis. The Contractor Level Summary report shall include, but not be limited to:
- a) Summary of service
 - b) Type of service provided
 - c) Requesting AD's
 - d) Annual cost: total and broken down per AD
 - e) Language(s)
 - f) Satisfaction level

3.0 INFRASTRUCTURE REQUIREMENTS

- 3.1 Contractor shall maintain a minimum of one (1) centralized email address dedicated to Los Angeles County for inquiries and to respond to questions and/or concerns from the County/AD's regarding the service request on a 24/7/365 days per year basis. Contractor shall maintain a secure web portal, with uninterruptible power supply, where County/AD's can request services, as further described in Section 2.0, Service Requests and Specific Work Requirements.

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- 3.2 Contractor shall utilize state-of-the-art computer systems, databases, networks and power requirements to maintain Services 24/7/365 days a year.
- 3.3 The secure web portal must be staffed to ensure a receipt of the Service Request Form within the deadlines described in Section 2.0, Service Requests and Specific Work Requirements.
- 3.4 Contractor shall 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.
- 3.5 Contractor shall have operating and backup capacity to provide continuing Services to County/AD's 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.
- 3.6 Contractor shall 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 interpretation or translation services and lapse in services during an unforeseen emergency, as described in Section 3.5 of this Statement of Work. These procedures are subject to review and approval by the County.
- 3.7 Contractor shall maintain and keep all interpretation and translation information received in a confidential manner.

4.0 RESPONSIBILITIES

County's and Contractor's responsibilities are as follows:

COUNTY'S RESPONSIBILITIES

ISD will administer the Master Agreement according to Paragraph 6.0, Administration of Master Agreement – County, of the Master Agreement.

The County will not provide items under this Master Agreement.

CONTRACTOR'S RESPONSIBILITIES

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4.1 Personnel

- 4.1.1 Contractor shall have a minimum of three (3) years of experience within the last five (5) years providing in-person oral interpretation services as described in Section 1.0, Scope of Work, of this Statement of Work.
- 4.1.2 Contractor shall ensure that all staff providing services under this Master Agreement are qualified to perform the functions and duties under this Master Agreement.
- 4.1.3 Contractor shall assign sufficient staff to perform the provided services under this Master Agreement.
- 4.1.4 Contractor shall ensure that all staff providing services under this Master Agreement:
 - 4.1.4.1 Undergo background checks as set forth in Paragraph 7.5, Background and Security Investigations, of the Master Agreement.
 - 4.1.4.2 Comply with Paragraph 7.6, Confidentiality, of the Master Agreement.
 - 4.1.4.3 Comply with 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 shall be in the personnel's file at Contractor's Los Angeles County office.
 - 4.1.4.3 Comply with the 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.
- 4.1.5 Contractor shall staff a full-time Project Manager, and a designated alternate, according to Paragraph 7.1, Contractor's Project Manager, of the Master Agreement.

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4.1.5.1 Project Manager must be available to the County as further described in Section 5.0, Contractor's Office, of this Statement of Work.

4.1.6 Contractor shall assign professional human interpreters that are available to provide services as described in Section 2.0, Service Requests and Specific Work Requirements, of this Statement of Work, and meet all the following requirements:

- 1) Have at least one (1) year of experience performing interpretation language services.
- 2) Be at least 18 years of age.
- 3) Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
- 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 and cultural awareness of the language being requested for interpretation.
- 5) Have tested for and passed Contractor's documented and formalized certification procedure for in person oral interpretation that adheres to the California State Personnel Board's Specification and Performance Standards for Contract Interpreter and Translation Services Certification of Interpreters & Translators in the language(s) for which they are providing interpretation services.
- 6) Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information interpreted.
- 7) Maintain a proficiency level that is equivalent to the standards set forth by the National Council on Interpreting, including the following components to maintain excellence:
 - a) Mastery of the target language equivalent to that of an educated native Individual, including regional idioms and colloquialisms;
 - b) Follow a code of ethics and ethical standards as prescribed by the professional interpreters' organization;
 - c) Recognize and address common misunderstandings that may arise due to differing cultural expectation and assumptions;

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- d) Maintain current knowledge of the subject material and its terminology in both languages;
 - e) Maintain appropriate professional boundaries avoiding any conflict of interests;
 - f) Continue efforts to improve, broaden, and deepen skills and knowledge;
 - g) Render communication accurately and transparently, including brief written translations (i.e. signs, instructions, etc.); and
 - h) Maintain impartiality when conveying information.
- 8) Display non-judgmental, culture-affirming attitudes and provide services in a professional and courteous manner.
 - 9) Provide interpretation services in a manner without interjecting personal opinions and without personal commentary.
 - 10) Must be able to present valid Federal or State identification upon arrival to service location.
 - 11) Must be able to find or provide their own transportation to the service location. Lack of transportation shall not be deemed a satisfactory cancellation of service(s).
 - 12) 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 the County's Core Language(s). The training program must be at a minimum of forty hours, and of those, ten hours must be related to mental health training.

4.1.7 Contractor shall assign professional human translators that are available to provide services as described in Section 2.0, Service Requests and Specific Work Requirements, of this Statement of Work, during Pacific Time (PT) and that meet the following requirements:

- 1) Have at least one (1) year of experience performing translation services.
- 2) Be at least 18 years of age.

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- 3) Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
- 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 and cultural awareness of the language being requested for translation.
- 5) Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information translated.
- 6) Have tested for and passed Contractor's documented and formalized certification procedure that adheres to the California State Personnel Board's Specification and Performance Standards for Contract Interpreter and Translation Services Certification of Interpreters & Translators in the language(s) for which they are providing translation service.
- 7) Have a valid certification from the American Translators Association (ATA) for languages certified by ATA and maintain a proficiency level that is equivalent to the standards set forth by the ATA whose Code of Professional Conduct requires the following components to maintain excellence:
 - a) Mastery of the target language equivalent to that of an educated native speaker, including regional idioms and colloquialisms;
 - b) Follow a code of ethics and ethical standards as prescribed by the professional interpreters' organization;
 - c) Recognize and address common misunderstandings that may arise due to differing cultural expectation and assumptions;
 - d) Maintain current knowledge of the subject material and its terminology in both languages;
 - e) Maintain appropriate professional boundaries avoiding any conflict of interests;
 - f) Continue efforts to improve, broaden, and deepen skills and knowledge;
 - g) Render communication accurately and transparently, including brief written translations (i.e. signs, instructions, etc.); and
 - h) Maintain impartiality when conveying information.

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- 8) Provide translation services only for the language(s) they have been certified to translate.
- 9) Contractor's staff providing translation services shall display non-judgmental, culture-affirming attitudes and provide work in a professional and courteous manner.
- 10) Provide translation services in a manner without interjecting personal opinions and without personal commentary.
- 11) 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 the County's Core Language(s). The training program must be at a minimum of forty hours, and of those, ten hours must be related to mental health training.

4.2 Training Requirements

- 4.2.1 Contractor shall provide training programs and continuing in-service training for all staff providing services under this Master Agreement.
- 4.2.2 Contractor shall train, test, and qualify staff providing services under this Master Agreement to ensure they provide services in accordance with the confidentiality and non-disclosure requirements included in the Master Agreement, HIPAA and 42 CFR Part 2 Confidentiality.

In addition to HIPAA and Confidentiality requirements, Contractor shall train, test and qualify staff providing services under this Master Agreement to ensure that they provide all services in accordance with Health Care Information Technology for Economic and Clinical Health Act (HITECH).

- 4.2.3 Contractor shall maintain complete training and certification records for all staff providing services under this Master Agreement and make records available to County for review within five (5) days of County's Request. Training and certification records must contain, at a minimum, the following:

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- a) Information that specifies how the language fluency was verified/tested;
- b) Date that fluency was verified/tested;
- c) Identification of the language(s) which the staff providing services under this Master Agreement is qualified to interpret and/or translate, and the level of competency verified/tested;
- d) Documentation demonstrating that the interpreter or translator has professional experience in the certified language; and
- e) Dates and types of all training provided by Contractor to meet confidentiality and non-disclosure requirements.

4.2.4 Contractor shall provide training and training material to ISD and all ADs at the request of ISD throughout the term of this master agreement.

5.0 CONTRACTOR'S OFFICE

Contractor shall maintain an office with an email in the company's name where Contractor conducts business. The office shall be staffed during normal business hours by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's performance. Contractor shall respond to emails within one (1) business day of receipt.

Contractor shall provide a toll-free telephone number for an emergency contact that can be reached 24/7/365 in the event that emergency services are needed as described in Section 2.5 of this Statement of Work.

6.0 MATERIALS AND EQUIPMENT

- 6.1 Contractor shall provide all materials, supplies, state-of-the-art equipment, and systems needed for the provision of services under this Statement of Work.
- 6.2 Contractor shall purchase and/or maintain all materials, supplies, and/or equipment needed to provide interpretation services under this Master Agreement. Contractor shall use materials, supplies and/or equipment that are safe for the environment and safe for use by staff.

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- 6.3 Contractor shall provide backup options in the event of equipment failure to ensure that no degradation or interruption of required interpretation services occurs.
- 6.4 In no event shall 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.

7.0 QUALITY CONTROL

Contractor shall 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 shall be submitted to the County Master Agreement Project Manager (IT Contracts) for review and approval within sixty (60) days after the effective date of the Master Agreement. The Contractor's plan shall include, but may not be limited to the following:

- 7.1 Method of monitoring to ensure and demonstrate that the services fulfill the Master Agreement requirements.
- 7.2 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.
- 7.3 Provide records of inspections and corrective actions to the County upon request.

8.0 QUALITY ASSURANCE PLAN

ISD will evaluate the Contractor's performance under this Master Agreement using 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.

PRICE SHEETS
APPENDIX B OF THE RFSQ
EXHIBIT B OF THE SAMPLE MASTER AGREEMENT

REQUIRED FORMS - FORM 9

PRICE SHEETS

“County Core Languages” are listed in the Sample Master Agreement, 2.0 Definitions, 2.40 Target Language(s).

By submission of this SOQ, Vendor certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Vendor or competitor for the purpose of restricting competition.

Name

Title

Signature

Date

REQUIRED FORMS - FORM 9**PRICE SHEET****OVER THE PHONE AND VIDEO REMOTE INTERPRETATION SERVICES**

Vendor's Name: _____

Type of Request	Fixed Rate/fee Per Minute
Over the Phone Interpretation	\$
Video Remote Interpretation	\$

On-Demand Interpretation and Translation Services – Over the Phone and Video Remote Interpretation Services will be provided at the fixed rate referenced above.

REQUIRED FORMS - FORM 9
PRICE SHEET
DOCUMENT TRANSLATION SERVICES

Vendor's Name: _____

Type of Request	Fixed Rate/fee Per Word
Standard Request Completed within 10 business days of request	\$
Expedited Request Completed within 1 business day of request	\$
Urgent Request Completed within 24 hours of request, which includes weekends, evenings, and County observed holidays	\$
Emergency Request/Day off Service Request Completed within 6 hours of request, which includes weekends, evenings, and County observed holidays	\$

On-Demand Interpretation and Translation Services – Document Translation Services will be provided at the fixed rate referenced above.

REQUIRED FORMS - FORM 9

PRICE SHEET

IN-PERSON SIGN LANGUAGE INTERPRETATION SERVICES

Vendor's Name: _____

SIGN LANGUAGE & TRACILE, TRILINGUAL AND CERTIFIED DEAF INTERPRETATION

Type of Request – prior to appointment	Fixed Rate/fee Per Hour (2 Hour Minimum)	Fixed Rate/fee Per 15 minutes
Standard Request (More than 10 Days)	\$	\$
Standard Request (5 to 10 Days)	\$	\$
Expedited Request (2 to 4 Days)	\$	\$
Urgent Request (Within 24 Hours)	\$	\$
Emergency Request/Day of Service Request (Within 6 Hours)	\$	\$

The Contractor will be paid for On-Demand Interpretation and Translation Services – In Person Sign Language Interpretation Services rendered at the hourly rate/fee referenced above. Payment shall be made in accordance with the hours of service rendered, exclusive of travel to the destination where service is to be performed. Increments of less than one full hour shall be compensated in 15-minute increments.

REQUIRED FORMS - FORM 9

PRICE SHEET

IN-PERSON ORAL INTERPRETATION SERVICES

Vendor's Name: _____

Type of Request – prior to appointment	Fixed Rate/fee Per Hour (2 Hour Minimum)	Fixed Rate/fee Per 15 minutes
Standard Request (More than 10 Days)	\$	\$
Standard Request (5 to 10 Days)	\$	\$
Expedited Request (2 to 4 Days)	\$	\$
Urgent Request (Within 24 Hours)	\$	\$
Emergency Request/Day of Service Request (Within 6 Hours)	\$	\$

The Contractor will be paid for On-Demand Interpretation and Translation Services – In Person Oral Interpretation Services rendered at the hourly rate/fee referenced above. Payment shall be made in accordance with the hours of service rendered, exclusive of travel to the destination where service is to be performed. Increments of less than one full hour shall be compensated in 15-minute increments.

REQUIRED FORMS - FORM 9

PRICE SHEET

MISCELLANEOUS INTERPRETATION AND TRANSLATION SERVICES

Vendor's Name: _____

Type of Request – prior to appointment		Fixed Rate/fee Per Hour (2 Hour Minimum)	Fixed Rate/fee Per 15 minutes
Standard Request (More than 10 Days)	Captioning Services	\$	\$
	Post-Production/Post Webinar (Closed) Captioning	\$	\$
	Remote Transcription	\$	\$
	Simultaneous Oral Interpretation	\$	\$
	Subtitling Services	\$	\$
	Text Transcription	\$	\$
	Transcription Services	\$	\$
	Voice-over Services	\$	\$
Standard Request (5 to 10 Days)	Captioning Services	\$	\$
	Post-Production/Post Webinar (Closed) Captioning	\$	\$
	Remote Transcription	\$	\$
	Simultaneous Oral Interpretation	\$	\$
	Subtitling Services	\$	\$
	Text Transcription	\$	\$
	Transcription Services	\$	\$
	Voice-over Services	\$	\$

EXHIBIT B

Type of Request – prior to appointment		Fixed Rate/fee Per Hour (2 Hour Minimum)	Fixed Rate/fee Per 15 minutes
Expedited Request (2 to 4 Days)	Captioning Services	\$	\$
	Post-Production/Post Webinar (Closed) Captioning	\$	\$
	Remote Transcription	\$	\$
	Simultaneous Oral Interpretation	\$	\$
	Subtitling Services	\$	\$
	Text Transcription	\$	\$
	Transcription Services	\$	\$
	Voice-over Services	\$	\$
Urgent Request (Within 24 Hours)	Captioning Services	\$	\$
	Post-Production/Post Webinar (Closed) Captioning	\$	\$
	Remote Transcription	\$	\$
	Simultaneous Oral Interpretation	\$	\$
	Subtitling Services	\$	\$
	Text Transcription	\$	\$
	Transcription Services	\$	\$
	Voice-over Services	\$	\$
Emergency Request/Day of Service Request (Within 6 Hours)	Captioning Services	\$	\$
	Post-Production/Post Webinar (Closed) Captioning	\$	\$
	Remote Transcription	\$	\$
	Simultaneous Oral Interpretation	\$	\$
	Subtitling Services	\$	\$
	Text Transcription	\$	\$

EXHIBIT B

	Transcription Services	\$	\$
	Voice-over Services	\$	\$

The Contractor will be paid for On-Demand Interpretation and Translation Services – In Person Oral Interpretation Services rendered at the hourly rate/fee referenced above. Payment shall be made in accordance with the hours of service rendered, exclusive of travel to the destination where service is to be performed. Increments of less than one full hour shall be compensated in 15-minute increments.

SERVICE REQUEST FORMS PACKET

SERVICE REQUEST FORM

AD Cost Center # _____

This document is to be completed by the Authorized Department (AD)/Requestor, and signed by the Contractor, to provide a concise and accurate description of the services to be performed and establish the acceptable level of performance and accuracy of products and services.

Description of Services:

The Contractor shall provide qualified and experienced language professionals with relevant specialist knowledge in the required field of expertise, as applicable, in performance of the services requested.

A. Type of Service Request:

- ☐ Standard ☐ Expedited ☐ Urgent ☐ Emergency
☐ More than 10 days notice
☐ 5 to 10 days prior

B. Type of Service:

- ☐ Document Translation ☐ In Person Sign Language
☐ In Person Oral Interpretation ☐ Miscellaneous

- Miscellaneous:
- ☐ Captioning Services
 - ☐ Post Production/Post Webinar (closed) Captioning
 - ☐ Remote Transcription
 - ☐ Simultaneous Oral Interpretation Services
 - ☐ Subtitling Services
 - ☐ Text Translation Services
 - ☐ Transcription Services
 - ☐ Voice-over Services

C. Language Pairs of the Services to be Performed

(e.g., English to Spanish) and specify the dialect and region (e.g., Traditional Chinese):

SERVICE REQUEST FORMS PACKET

D. Description of the Services or Product.

Include a complete and accurate description of the work.

Interpretation Services: The Contractor shall provide support services to the AD by providing oral multilingual interpretation (simultaneous and/or consecutive) services in a variety of settings involving spoken communications from one source language to the target language, as identified above.

The scope of work to be performed is:

Translation Services: The Contractor shall provide support services to the AD by providing written translations of source texts in one language into another language, as identified above, with the meaning and intent of the original text (Translation). Services shall include translation of documentation by technically qualified and experienced translators at the level of competency required.

The scope of work to be performed is:

F. Description of Special Terminology Required, if applicable:**G. Date of Services, including expected date of delivery of product, as applicable:**

SERVICE REQUEST FORMS PACKET

H. Method of Delivery, including description of location of services (date, time, place), as applicable. The Contractor shall acknowledge receipt of request and provide confirmation according to 2.0 Service Requests and Specific Work Requirements of the Statement of Work.

I. Format of Delivery for Translations (e.g., Word, .pdf, DVD, CD to what format), including the number of copies, as applicable. The Contractor agrees to consult with state agency for product assessment, glossary development, final production layout and output, in the required media output.

J. Other Requirements (Specify):

QUALITY AND ACCURACY OF PRODUCT AND SERVICES:

The Contractor is responsible for ensuring the quality and accuracy of its product and services are maintained, including making any requested corrections or changes, at no cost to the AD. The AD is responsible for informing the Contractor of all errors, omissions or other required changes within 10 days of delivery of product.

The Contractor agrees to: (Requestor, check all that apply)

- ☐ Proof-read all translations for typos and formatting mistakes.
- ☐ Review translation for accuracy, including ensuring the same style and comprehension level of original document is maintained, unless otherwise specified in the scope of work.
- ☐ Review translations for errors in choice of words and phrases, syntax, and grammar.
- ☐ Monitor interpreters' performance to assure accuracy and quality of delivery of service.
- ☐ Other (Specify):

SERVICE REQUEST FORMS PACKET

FEES FOR PRODUCTS AND SERVICES:

The fees charged for the product and services contained in the Service Request Form will be in conformance with the fee listed in the master agreement. AD will identify the product and/or service and fee for each line item of work.

#	Service	Rate

REVISIONS:

All revisions to the signed Service Request Form must be made, in writing, and attached to the original documentation. All revisions must comply with any requirements contained in the master agreement.

Any revisions to the signed Service Request Form must be submitted to:

Contractor's Contact Person: _____

Email/Phone #: _____

AD Contact Person: _____

Email/Phone #: _____

I, the undersigned, have reviewed this Service Request Form and agree to perform the described work herein.

Contractor Signature: _____

Title: _____

Date: _____

SERVICE REQUEST FORMS PACKET

CODE OF ETHICS, PROFESSIONAL CONDUCT AND
CONFIDENTIALITY STATEMENT

This document must be attached to the Service Request Forms Packet.

All interpreters and translators utilized by contractor to perform services under this master agreement must sign and agree to uphold the following standards, prior to commencement of any services:

Ethics:

1. **Cultural sensitivity & courtesy:** Interpreters and translators shall be culturally competent, sensitive and respectful of the individuals they serve.
2. **Impartiality:** Interpreter and translators shall maintain impartiality and shall not counsel, advise or project their own personal biases or beliefs. The Interpreter shall avoid distorting the message in favor of one party or the other.
3. **Non-discrimination:** Interpreters and translators shall always be neutral, impartial and unbiased. Interpreters/translators shall not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic or educational status or religious, political or sexual orientation.
4. **Conflict of interest:** Interpreters and translators shall disclose any real or perceived conflict of interest which would affect their objectivity in the delivery of services. Providing interpretation or translation services for family members or friends may violate the individual's right to confidentiality or constitute a conflict of interest.
5. **Withdrawal:** Interpreters and translators, who are unable to ethically perform in a given situation, shall refuse or withdraw from the assignment without threat or retaliation.

Professional Conduct:

1. **Professional integrity:** Interpreters and translators shall demonstrate professionalism and personal integrity, including: if the Interpreter or Translator believes he or she may have interpreted/translated inaccurately or incompletely, he or she will make this known and, if possible, provide a corrected interpretation/translation.
 - a. If the Interpreter or translator believes he or she is so impacted by the content to be interpreted/translated, that he or she becomes unable to interpret/translate accurately and completely, he or she shall inform the parties of their intent to withdraw without threat or retaliation.
2. **Accuracy:** Interpreters and translators shall render the message faithfully, conveying the content, spirit and cultural context of the original message. This means the Interpreter or translator shall interpret everything the speaker or

SERVICE REQUEST FORMS PACKET

document says without changing the meaning, conveying what is said and how it is said, without additions, omissions or alterations, but with due consideration of the cultural context of both the sender and the receiver of the message.

3. **Role boundaries:** Interpreters and translators shall maintain the boundaries of their professional role, refraining from personal involvement. This does not mean that an interpreter cannot be friendly or develop a rapport with the person speaking but does not represent personal involvement in their interpretation.
4. **Self-evaluation:** Interpreters and translators shall accurately and completely represent their certifications, education, training and experience.
5. **Personal demeanor:** Interpreters and translators shall be punctual, prepared and dressed in an appropriate manner and not distracting from the situation.
6. **Inability to perform:** Interpreters and translators shall assess, at all times, their ability to interpret/translate. Should interpreters or translators have any reservations about their competency to perform in any given situation, they must immediately notify the parties and offer to withdraw without threat or retaliation.
7. **Professional development and training:** Interpreters and translators shall make a reasonable effort to acquire ongoing development of their skills and knowledge through professional training, continuing education, and interaction with colleagues, and specialists in related fields.
8. **Cultural competency:** Interpreters and translators shall develop awareness of their own and other cultures in order to promote cross-cultural understanding. Interpreters and translators will strive to bridge the cultural differences between all participating parties, by seeking to minimize, and avoid potential misunderstandings based upon stereotyping and/or differing cultural practices, beliefs, or expectations. When clashing cultural beliefs or practices, a lack of linguistic equivalency, or the inability of parties to explain in their own words are encountered, the interpreter or translator may assist by sharing cultural information or helping develop an explanation that can be understood by all.
9. **Cancellation or withdrawal by client.** If AD cancels or withdraws any portion of the assignment, the AD shall pay the portion of the fee established by the master agreement.
10. **Client's review of translation.** Upon receipt of the translation from the translator, AD shall promptly review it, and with 10 days after receipt, shall notify the Contractor of any requested corrections or changes. The Contractor shall correct, at no cost to the AD, any errors made by the translator.

Confidentiality:

1. Interpreters and translators shall not divulge any information learned in the performance of professional duties. This includes any documents or other written materials.

SERVICE REQUEST FORMS PACKET

2. Confidentiality is to be maintained in all situations, except when legally mandated to disclose information in specific situations such as child abuse, elder abuse, a person's threatening harm to themselves or others, or where the interpreter/translator determines to the best of their ability, that non-disclosure may result in harm.
3. Disclosure: Interpreters and translators shall not publicly discuss, report, or offer an opinion concerning matters in which they are or have been engaged, even when the information is not privileged by law to be confidential.

Compliance:

Violations of the above standards may result in disqualification of an interpreter or translator and termination of the master agreement. The Contractor must maintain a copy of a signed Code of Ethics, Professional Conduct and Confidentiality Statement for every interpreter and/or translator performing services under this master agreement. The Contractor must provide a copy of the signed statement upon request by Internal Services Department or AD.

I, the undersigned, do hereby certify that all interpreters and/or translators, as applicable, to be utilized to perform services under this agreement, have signed a Code of Ethics, Professional Conduct and Confidentiality statement that, at a minimum, contains the above information.

Contractor Signature: _____

Title: _____

Date: _____

.....

Interpreter must sign and return, to requesting AD, when in person services are requested (In-Person Oral Interpretation, In-Person Sign Language, and Simultaneous Oral Interpretation Services) prior to the start of the services.

Interpreter Signature: _____

Date: _____

SERVICE REQUEST FORMS PACKET

CERTIFICATIONS

1. EMPLOYEE STATUS

(Note: This certification is to be signed and returned to County with the Service Request Forms Packet. Work cannot begin on the Service Request until County receives this signed document.)

Contractor Name: _____

Authorized Department Name: _____

Cost Center Number: _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Service Request.

1. _____
2. _____
3. _____
4. _____

2. NO CONFLICT OF INTEREST

Los Angeles County Code Section 2.180.010.A provides as follows:

"Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

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- b. Participated in any way in developing the contract or its service specifications;
and
- 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor’s behalf, who prepared and/or participated in the preparation of the Service Request specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Printed Name

Date

Signature

Title

SERVICE REQUEST FORMS PACKET**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT**

(Note: This certification is to be signed and returned to County with the Service Request Forms Packet. Work cannot begin on the Service Request until County receives this signed document.)

Contractor Name: _____

Authorized Department Name: _____

Cost Center Number: _____

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.

SERVICE REQUEST FORMS PACKET

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 shall 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.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced Master Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all their right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SERVICE REQUEST FORMS PACKET

Printed Name

Date

Signature

Title

SAMPLE

**ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES
ACCEPTANCE AND SIGNOFF FORM**

Date submitted to the Contractor: _____

Name of Contractor: _____

Description of Services or Deliverables provided by Contractor:

The Services or Deliverables are:

1) Submitted on time: ☐ Yes ☐ No. If no, please note length of delay and reason(s).

2) Complete: ☐ Yes ☐ No. If no, please identify incomplete aspects of the Services or Deliverables.

3) Technically accurate: ☐ Yes ☐ No. If no, please note corrections required.

Please note level of satisfaction:

☐ Excellent

☐ Very Good

☐ Good

☐ Fair

☐ Poor

Comments, if any:

☐ The Services or Deliverables listed above are accepted.

☐ The Services or Deliverables listed above are rejected.

Name: _____

Title: _____

Phone/email: _____

Date: _____

ATTACHMENT 1

MASTER AGREEMENT SKILL CATEGORIES

COUNTY CORE LANGUAGES (Listed in Alpha Order)*			
ALBANIAN	FRENCH	KHMER	SPANISH SIGN LANGUAGE
AMERICA SIGN LANGUAGE	FUKIENESE	KOREAN	SWAHILI
AMHARIC	FUZHOU	LAOTIAN	TAGALOG
ARABIC	GERMAN	LITHUANIAN	TAIWANESE
ARMENIAN	GREEK	MALAY	TAMIL
AZERBAIJANI	GUJARATI	MANDARIN	THAI
BAHAMIAN	HAITIAN CREOLE	MANGOLIAN	TOISHANESE
BENGALI	HAUSA	NEPALI	TONGAN
BOSNIAN	HEBREW	POLISH	TURKISH
BULGARIAN	HINDI	PORTUGUESE	UKRAINIAN
BURMESE	HMONG	PUNJABI	URDU
CAMBODIAN	HUNGARIAN	ROMANIAN	VIETNAMESE
CANTONESE	IBO	RUSSIAN	VISAYA/VISAYAN/ BISAYA/BISAYAN
CHAO-CHOW	ILOCANO	SERBIAN	
CROATION	INDONESIAN	SINHALESE	YORUBA
DARI	ITALIAN	SOMALI	
FARSI	JAPANESE	SPANISH	
County Core language includes medical & mental health terminology.			
<i>*Additional languages not listed may be requested.</i>			

SKILL CATEGORIES

For Services to/from English and to/from County Core Language Listing, as specified above.

CATEGORY 1 OVER THE PHONE INTERPRETATION

CATEGORY 2 VIDEO REMOTE INTERPREATION

CATEGORY 3 DOCUMENT TRANSLATION

CATEGORY 4 IN-PERSON SIGN LANGUAGE

CATEGORY 5 IN-PERSON ORAL INTERPRETATION

CATEGORY 6 MISCELLANEOUS:

Captioning, Post Production/Post Webinar (closed) Captioning, Remote Transcriptions, Simultaneous Oral Interpretation, Subtitling, Text Translation, Transcriptions, and Voice-over Services.

ATTACHMENT 2

COUNTY DEPARTMENT LIST

- AGING & DISABILITIES
- AGRUCULTURAL COMMISIONER/WEIGHTS & MEASURES
- ALTERNATE PUBLIC DEFENDER
- ANIMAL CARE AND CONTROL
- ARTS AND CULTURE
- ASSESSOR
- AUDITOR-CONTROLLER
- BEACHES & HARBORS
- BOARD OF SUPERVISORS
- CHIEF EXECUTIVE OFFICE
- CHILD SUPPORT SERVICES
- CHILDREN & FAMILY SERVICES
- CONSUMER & BUSINESS AFFAIRS
- COUNTY COUNSEL
- DISTRICT ATTORNEY
- ECONOMIC OPPORTUNITY
- FIRE
- HEALTH SERVICES
- HUMAN RESOURCES
- INTERNAL SERVICES
- JUSTICE, CARE AND OPPORTUNITIES
- LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
- MEDICAL EXAMINER-CORONER
- MENTAL HEALTH
- MILITARY & VETERANS AFFAIRS
- MUSEUM OF ART
- MUSIC CENTER
- NATURAL HISTORY MUSEUM
- OFFICE OF EDUCATION
- PARKS & RECREATION
- PROBATION
- PUBLIC DEFENDER
- PUBLIC HEALTH
- PUBLIC LIBRARY
- PUBLIC SOCIAL SERVICES
- PUBLIC WORKS
- REGIONAL PLANNING
- REGISTRAR-RECORDER/COUNTY CLERK
- SHERIFF
- TREASURER AND TAX COLLECTOR
- YOUTH DEVELOPMENT

ATTACHMENT 3
CONTRACTOR DISCREPANCY REPORT

TO: _____

FROM: _____

DATES Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Contractor Representative

Date

COUNTY EVALUATION OF RESPONSE:

Signature of County Representative

Date

COUNTY ACTIONS:

CONTRACTOR NOTIFIED OF ACTION:

COUNTY REPRESENTATIVE SIGNATURE & DATE:

CONTRACTOR REPRESENTATIVE SIGNATURE & DATE:

ATTACHMENT 4

OVER-THE-PHONE (OTP) & VIDEO REMOTE INTERPRETING (VRI) SERVICES
INCIDENT REPORT FORM

DATE OF INCIDENT: _____ DEPARTMENT: _____

COST CENTER NUMBER: _____ OFFICE: _____

EMPLOYEE'S NAME: _____ EMPLOYEE #: _____

CONTRACTOR NAME: _____

CONTRACTOR
TELEPHONE NUMBER: _____

GREETER'S NAME: _____

INTERPRETER'S
NAME: _____

INTERPRETER'S ID: _____ TIME: _____ ☐ AM ☐ PM

SERVICE ISSUE(S)

Check all that apply:

Long Wait Time: _____

Hold Time: _____

Dropped
Call/Video: _____

Interpreter's
Performance: _____

Other (Specify): _____

COMMENTS:

ATTACHMENT 5

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTION/FEEES TO BE ASSESSED
CONTRACT			
Contract; paragraph 5.5.8	Contractor shall provide accurate monthly billing invoices.	Receipt of documents	\$100 per incorrect invoice submitted.
Contract; paragraph 8.4	Contractor shall provide copies of responses to complaints within 5 days of mailing to complainant.	Inspection & Observation	\$100 per occurrence.
Contract; paragraph 8.39	Contractor shall obtain County's written approval prior to Subcontracting any work.	Inspection & Observation	\$500 per occurrence.
Contract; paragraph 8.14	Contractor shall comply with Master Agreement requirements, thus any Contract Discrepancy Report issued by the County may result in fees being assessed.	Inspection & Observation	\$100 per occurrence.
ALL - STATEMENTS OF WORK			
All SOWs; paragraph 1.3 and Contract; paragraph 2.40	Contractor shall provide interpretation services to and from English and to and from County's Core Languages.	Inspection & Observation	\$100 per occurrence for each: ▪ Wrong Interpreter assigned to call - Interpreter unable to perform Service
All SOWs; paragraph 1.3 and Contract; paragraph 2.40	Contractor shall provide Medical Interpretation or Translation Services and Contractor's staff shall hold the required certifications/training for Skill Category.	Inspection & Observation	\$100 per occurrence for each call where Interpreter is unable to perform Service or Interpreter is not qualified per Category requirements
All SOWs; paragraph 1.3 and Contract; paragraph 2.40	Contractor shall provide Medical Interpretation or Translation Services and Contractor's staff shall hold the required certifications/training for Skill Category.	Inspection & Observation	\$100 per occurrence for each call where Interpreter is unable to perform Service or Interpreter is not qualified per Category requirements.
All SOWs; paragraph 1.3 and Contract; paragraph 2.40	- Contractor shall notify ISD, IT Contracts, when Departments request additional languages - Contractor shall provide Services for	Inspection & Observation	\$100 per occurrence for failure to notify. \$100 per day for each day activation is delayed after due date.

	additional languages within 10 days after effective date of County's Amendment to add those languages.		
All SOWs; paragraph 2.0	Contractor shall comply with Service Requests and Specific Work Requirements.	Inspection & Observation	\$50 per occurrence for the first occurrence; \$75 per occurrence for the second occurrence; \$100 per occurrence for the third and all subsequent occurrences.
All SOWs; paragraph 2.0	Contractor shall establish and submit procedures for approved categories for County review and approval within thirty (30) days after Contract award	Receipt Procedure	\$100 per day for each day procedures are delayed after due date.
All SOWs; paragraph 2.0	Contractor shall notify the County in advance of any changes to services or procedures.	Inspection & Observation	\$500 per occurrence for the first time. \$1,000 subsequent occurrences.
All SOWs; paragraph 3.0	Contractor shall comply with Infrastructure Requirements.	Inspection & Observation	See below for each paragraph.
All SOWs; paragraph 4.0	Contractor shall ensure staff providing services meet the qualifications required outlined in the SOWs.	Certifications, Inspection & Observation	\$50 per occurrence for first three days of non-certification; \$1,000 per employee after three days.
All SOWs; paragraph 4.0	Contractor shall ensure that Services are provided by human, professional interpreters or translators meeting the requirements outlined in the SOWs.	Inspection & Observation	\$50 per occurrence for first three days of non-certification; \$1,000 per employee after three days.
All SOWs; paragraph 4.0	Contractor shall train and certify interpreters or translators to ensure that they provide all Services in accordance with the Contract's confidentiality and non-disclosure requirements.	Inspection & Observation	\$100 per untrained employee and \$100 per day until trained.
All SOWs; paragraph 4.0	Contractor shall provide training programs for all new staff providing services under this master agreement.	Inspection & Observation	\$100 per occurrence for failure to train each new staff providing services under this master agreement.

All SOWs; paragraph 4.0	- Contractor shall maintain complete training and certification records for all staff providing services under this master agreement. - Contractor must provide to County within five (5) days of request by County.	Inspection & Observation Receipt of Documents	\$100 per occurrence for failure to maintain records for each staff providing services under this master agreement; \$100 per day for each day records are delayed after due date.
All SOWs; paragraph 2.0 and 4.0	Contractor shall provide Departments training and training materials on how to access and use Services within thirty (30) days after contract award, and at the request of ISD throughout the term of this master agreement.	Receipt of Training and Training Materials; Inspection and Observation	\$50 per day, per occurrence of not providing training or training materials.
All Sows; paragraph 2.0	Contractor shall provide a Contractor Level Summary report on an annual basis.	Receipt of Documents	\$100 per day for each day report is delayed after due date.
OVER THE PHONE INTERPRETATION SERVICES - SOW			
SOW; paragraph 3.1	Contract shall maintain a minimum of one (1) centralized call center within the United State with an uninterruptible power supply.	Inspection & Observation	\$100 per day, per occurrence in which toll free number is not in service/available.
SOW; paragraph 3.1	Contract shall provide a toll-free access number to enable Authorized Departments to access and use services.	Inspection & Observation	\$100 per day, per occurrence in which toll free number is not in service/available.
SOW; paragraph 3.2	Contractor shall utilize state-of-the-art computer telephone systems, databases, networks and power requirements to maintain availability of interpretation services 24/7/365 days per year.	Inspection & Observation	\$100 per occurrence for ▪ Call not answered; ▪ Call interrupted due to system or power failure.
SOW; paragraph 3.3	The Call Center must be equipped and staffed to ensure a call-connect response time of no more than 40 seconds.	Inspection & Observation	\$100 per occurrence for each: ▪ Call-connect response time which exceeds 40 seconds.
SOW; paragraph 3.4	Contractor shall provide backup capabilities for all systems to ensure that no degradation of or interruption to the required service level	Inspection & Observation	\$100 per occurrence for ▪ Call not answered; ▪ Call interrupted due to system or power failure.

	occurs in the event of a system or power failure.		
SOW; paragraph 3.5	Contractor shall have operating and backup capacity to provide continuing interpretation services 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.	Inspection & Observation	\$100 per occurrence for ▪ Call not answered; ▪ Call interrupted due to system failure.
SOW; paragraph 3.6	Contractor shall have procedures established in the event call are not completed as required per this SOW.	Inspection & Observation	\$100 per day, for failure to have established procedures.
SOW; paragraph 3.7	Contractor shall maintain and keep all interpretation information received in a confidential manner.	Inspection & Observation	\$100 per day, for failure to keep interpretation information confidential.
VIDEO REMOTE INTERPRETATION SERVICES - SOW			
SOW; paragraph 3.1	Contractor shall maintain a minimum of one (1) toll-free secured encrypted from end to end, with Web Real-Time Communication, application within the United States with an uninterruptible power supply to meet the County's requirements as identified in this Statement of Work.	Inspection & Observation	\$100 per day, per occurrence in which toll free application is not in service/available.
SOW: paragraph 3.2	Contractor shall 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	Inspection & Observation	\$100 per occurrence for ▪ Video not answered; ▪ Video interrupted due to system or power failure.
SOW; paragraph 3.3	The video-remote call center must be equipped and staffed to ensure a video-remote connect response time of no more than 60 seconds.	Inspection & Observation	\$100 per occurrence for each: ▪ Video-connect response time which exceeds 60 seconds.

SOW; paragraph 3.4	VRI must be in real-time with 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.	Inspection & Observation	\$100 per occurrence for each: ▪ Video-connect that does not deliver high-quality video images, including lags, blurry or grainy images, or irregular pauses in communication and doesn't provide clear audible transmission of voices.
SOW; paragraph 3.5	VRI, 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.	Inspection & Observation	\$500 per day for first three days of non-compliance; \$1,000 per day after the third day (fourth +).
SOW; paragraph 3.6	Contractor shall provide backup capabilities for all systems to ensure that no degradation or interruption to the required service level occurs in the event of a system or power failure.	Inspection & Observation	\$100 per occurrence for ▪ Video not answered; ▪ Video interrupted due to system or power failure.
SOW; paragraph 3.7	Contractor shall have operating and backup capacity to provide continuing interpretation services 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.	Inspection & Observation	\$100 per occurrence for ▪ Video not answered; ▪ Video interrupted due to system failure.
SOW; paragraph 3.8	Contractor shall have procedures established in the event videos are not completed as	Inspection & Observation	\$100 per day, for failure to have established procedures.

	required per this Statement of Work.		
SOW; paragraph 3.9	Contractor shall maintain and keep all interpretation information received in a confidential manner.	Inspection & Observation	\$100 per day, for failure to keep interpretation information confidential.
DOCUMENT TRANSLATION SERVICES - SOW			
SOW; paragraph 3.1	Contractor shall maintain a minimum of one (1) centralized email address dedicated to Los Angeles County for inquiries and to respond to questions and/or concerns regarding the service request on a 24/7/365 days per year basis. Contractor shall maintain a secure web portal, with uninterruptible power supply, where County/AD's can request services, as further described in Section 2.0, Service Requests and Specific Work Requirements.	Inspection & Observation	\$100 per day for failure to maintain one (1) centralized email address for dedicated to LA County. \$100 per day for failure to maintain a secure web portal with uninterruptible power.
SOW; paragraph 3.2	Contractor shall utilize state-of-the-art computer systems, databases, networks and power requirements to maintain Services 2/7/365 days a year.	Inspection & Observation	\$100 per occurrence for - Missed Service Request or email; - Service interrupted due to system or power failure.
SOW; paragraph 3.3	The secure web portal must be staffed to ensure a receipt of the Service Request Form within the deadlines described in Section 2.0, Service Requests and Specific Work Requirements.	Inspection & Observation	Non-response to an email or service request: \$50 per day for the first occurrence; \$75 per day for the second occurrence; \$100 per day for the third and all subsequent occurrences.
SOW; paragraph 3.4	Contractor shall provide backup capabilities for all systems to ensure that no degradation or interruption to the required service level occurs in the event of a system or power failure.	Inspection & Observation	\$100 per occurrence for - Email or service request not answered; - Service interrupted due to system or power failure.
SOW; paragraph 3.5	Contractor shall have operating and backup capacity to provide continuing services in	Inspection & Observation	\$100 per occurrence for Email or service request not answered;

	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.		Service interrupted due to system or power failure.
SOW; paragraph 3.6	Contractor shall have procedures established in the event translation services are not completed as required per this Statement of Work.	Inspection & Observation	\$100 per day, for failure to have established procedures.
SOW; paragraph 3.7	Contractor shall maintain and keep all translation information received in a confidential manner.	Inspection & Observation	\$100 per day, for failure to keep interpretation information confidential.
IN PERSON SIGN LANGUAGE SERVICES – SOW IN PERSON ORAL INTERPRETATION SERVICES – SOW MISCELLANEOUS INTERPRETATION AND TRANSLATION SERVICES - SOW			
SOW; paragraph 3.1	Contractor shall maintain a minimum of one (1) centralized email address dedicated to Los Angeles County for inquiries and to respond to questions and/or concerns regarding the service request on a 24/7/365 days per year basis. Contractor shall maintain a secure web portal, with uninterruptible power supply, where County/AD's can request services, as further described in Section 2.0, Service Requests and Specific Work Requirements.	Inspection & Observation	\$100 per day for failure to maintain one (1) centralized email address for dedicated to LA County. \$100 per day for failure to maintain a secure web portal with uninterruptible power.
SOW; paragraph 3.2	Contractor shall utilize state-of-the-art computer systems, databases, networks and power requirements to maintain Services 2/7/365 days a year.	Inspection & Observation	\$100 per occurrence for - Missed Service Request or email; - Service interrupted due to system or power failure.
SOW; paragraph 3.3	The secure web portal must be staffed to ensure a receipt of the Service Request Form within the deadlines	Inspection & Observation	Non-response to an email or service request: \$50 per day for the first occurrence;

	described in Section 2.0, Service Requests and Specific Work Requirements.		▪ \$75 per day for the second occurrence; ▪ \$100 per day for the third and all subsequent occurrences.
SOW; paragraph 3.4	Contractor shall 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.	Inspection & Observation	\$100 per occurrence for ▪ Email or service request not answered; ▪ Service interrupted due to system or power failure.
SOW; paragraph 3.5	Contractor shall have operating and backup capacity to provide continuing services 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.	Inspection & Observation	\$100 per occurrence for ▪ Email or service request not answered; ▪ Service interrupted due to system or power failure.
SOW; paragraph 3.6	Contractor shall have procedures established in the event translation services are not completed as required per this Statement of Work.	Inspection & Observation	\$100 per day, for failure to have established procedures.
IN PERSON SIGN LANGUAGE SERVICES – SOW IN PERSON ORAL INTERPRETATION SERVICES – SOW			
SOW; paragraph 3.7	Contractor shall maintain and keep all interpretation information received in a confidential manner.	Inspection & Observation	\$100 per day, for failure to keep interpretation information confidential.
MISCELLANEOUS INTERPRETATION AND TRANSLATION SERVICES - SOW			
SOW; paragraph 3.7	Contractor shall maintain and keep all interpretation and translation information received in a confidential manner.	Inspection & Observation	\$100 per day, for failure to keep interpretation information confidential.

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY'S MASTER AGREEMENT PROGRAM DIRECTOR (MAPD):

Name: _____

Title: _____

Address: _____

Email Address: _____

COUNTY'S MASTER AGREEMENT PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

COUNTY'S MASTER AGREEMENT PROGRAM MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

COUNTY'S CONTRACTS ANALYST:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

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



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



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.



No shame | No blame | No names





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.

**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" shall 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" shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3 Business Associate shall 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 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 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 shall 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 shall 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 knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall 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 him or herself 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 knowledgeable 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall 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) shall 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 shall 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 shall, 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 shall 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 shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall 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 shall 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 shall, 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 shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall 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 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.

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

- 9.2 Business Associate shall 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 shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall 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 shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall 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 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.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall 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 shall, 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 shall 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 shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall 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 him or herself 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, which shall include 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 shall 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 shall 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 shall 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 shall 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 shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall 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 shall 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 shall 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 shall 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 shall return or, if agreed to by Covered entity, shall 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 shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall 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 shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall 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 shall 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 shall 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 shall 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 shall 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 shall 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, shall 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 shall 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 shall control. Otherwise, this Business Associate Agreement shall 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 shall 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 (a) 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 orally, 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 whose 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 Master Agreement.

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 "Master Agreement") 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 Master Agreement 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 Master Agreement, to immediately terminate the Master Agreement. To the extent there are conflicts between this Exhibit and the Master Agreement, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Master Agreement, 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 shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Master Agreement.

Contractor's Information Security Program shall 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 shall 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 shall:

- 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 shall 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 shall 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 shall 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 shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall 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 shall 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. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Master Agreement, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Master Agreement. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Master Agreement 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.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall 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.

6. 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 Master Agreement, 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 shall 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 Master Agreement, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Master Agreement, 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 shall not disclose or publish any County NPI and material received or used in performance of this Master Agreement. This obligation is perpetual.

- d. **Individual Requests.** The Contractor shall 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 shall 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 shall 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 shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Master Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Master Agreement prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor’s staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Master Agreement, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. 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 shall also apply to all Subcontractors and third parties. The Contractor or third party shall 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 Master Agreement including this Exhibit; and (ii) the Contractor shall 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 Master Agreement.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall 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 shall 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 shall 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.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Master Agreement prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Master Agreement for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Master Agreement; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Master Agreement or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Master Agreement or at any time upon the County's request. On termination or expiration of this Master Agreement, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. 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.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (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 14 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 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Master Agreement 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 9 STORAGE AND TRANSMISSION 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 shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall 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 shall 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 shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- 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 shall 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:

Ralph Johnson
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:

Joel Simangan
Departmental Information Security Officer II
9150 E. Imperial Hwy.
Downey, CA 90242
(562) 940-2373
JSimangan@isd.lacounty.gov

IT Contracts Manager:

Octavio Sahagun
IT Contracts Section Manager
9150 E. Imperial Hwy.
Downey, CA 90242
(562) 940-2188
OSahagun@isd.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 shall 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 Master Agreement and Exhibit, The Contractor shall 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.

15. 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 6 CONFIDENTIALITY shall constitute a material breach of this Master Agreement and be grounds for immediate termination of this Master Agreement in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall 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 shall 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 shall 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 shall 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 shall 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, shall 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 shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall 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 Master Agreement.

Such audit shall 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 shall 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 shall 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.

17. CYBER LIABILITY INSURANCE

The Master Agreement shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Master Agreement prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$2,000,000** 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 shall 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, shall 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.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Master Agreement, 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 Master Agreement 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 shall 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 shall 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 shall 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.

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in this Master Agreement, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Master Agreement to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Master Agreement.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Master Agreement and Section 0 18. PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Master Agreement and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Master Agreement, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Master Agreement term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Master Agreement for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Master Agreement, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Master Agreement, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Master Agreement, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - iv. Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, the Contractor shall ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will

consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.