ATTACHMENT ONE

APPENDIX B

RFSQ REQUIRED FORMS

APPENDIX B

REQUIRED FORMS

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APPENDIX B

REQUIRED FORMS - FORM 1

ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES MASTER AGREEMENT VENDOR'S STATEMENT OF QUALIFICATION CHECKLIST
This serves as an application for the On-Demand Interpretation and Translation Services Master Agreement. To Complete the Statement of Qualifications: 1. Check off/fill out all the requirements met and sign form ▪ Minimum Qualifications (applies to all vendors) ▪ Category Specific Qualifications (only complete sections in categories you intend to apply for) 2. Attach all applicable documents listed in Required Forms section 3. Attach copies of the license/certificates/proof of registrations checked off in specific categories 4. Vendor acknowledges and certifies that it meets the Minimum Qualifications listed in Paragraph 3.0, Minimum Qualifications, and the applicable requirements of Paragraph 7.5, Preparation and Format of the SOQ of this Request for Statement of Qualifications (RFSQ).

Vendor Name:	RFSQ #:

For County Use Only	
Date Received:	Analyst:

3.0 MINIMUM QUALIFICATIONS	
MINIMUM REQUIREMENTS	
Minimum Requirement for <u>all Categories</u>: 1. Three (3) years of experience, within the past five (5) years providing services the category for which you are attempting to qualify.	☐ Yes ☐ No
Your firm has performed _____ years of service with _____ number of years (must be within the past five (5) years).	
2. Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over $100,000.00, that are confirmed to be disallowed costs by the contracting County department and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	☐ Yes ☐ No
3. Vendor must have the capability to provide reports in electronic format.	☐ Yes ☐ No
Minimum Requirement for <u>Category 1</u>: A minimum of one (1) centralized calling center within the United States, with uninterruptible power supply, a toll-free access phone number, and fully redundant backup capabilities.	☐ Yes ☐ No
Minimum Requirement for <u>Category 2</u>: One (1) free application or a web application, with required log-in, hosted within the United States that resides on a secure server and a web browser, with no plug-ins or applets downloaded to the end User's computer with uninterruptible power supply and fully redundant backup capabilities that complies with County security protocols.	☐ Yes ☐ No
Minimum Requirement for <u>Categories 3 through 8</u>: 1. Vendor must have a secure web-based portal that requires authorized users to log-in to receive service requests.	☐ Yes ☐ No

2. Web-based portal must allow for ISD's County Master Agreement Project Manager and Finance access rights to electronic reports.	☐ Yes ☐ No
Minimum Requirement for <u>Category 7</u>: Vendor must have and use validation tools for testing compliance with WCAG 2.1 Level A and AA success criteria and the ability to provide a certification of completion for each service request	☐ Yes ☐ No
Minimum Requirement for <u>Category 8</u>: Vendor must have the ability to provide a form of certification of accuracy for each service request	☐ Yes ☐ No

INSURANCE REQUIREMENTS		**County Use Only**
GENERAL LIABILITY (All Categories)		
General Aggregate: $2 million	☐	☐
Products/Completed Operations Aggregate: $1 million	☐	☐
Personal and Advertising Injury: $1 million	☐	☐
Each Occurrence: $1 million	☐	☐
AUTO LIABILITY (All Categories)		
Auto Liability: $1 million	☐	☐
WORKERS' COMPENSATION (All Categories)		
Each Accident: $1 million	☐	☐
Disease – Policy Limit: $1 million	☐	☐
Disease – Each Employee: $1 million	☐	☐
PROFESSIONAL LIABILITY (All Categories)		
Per Claim: $1 million	☐	☐
Aggregate: $3 million	☐	☐
SEXUAL MISCONDUCT LIABILITY (Categories 4 through 6)		
Per Claim: $2 million	☐	☐
Aggregate: $2 million	☐	☐
CYBER LIABILITY (Category 2, 3, 6, and 7)		
Per Claim: $2 million	☐	☐
Aggregate: $2 million	☐	☐

APPENDIX B

SUBMISSION – STATEMENT OF QUALIFICATIONS – CATEGORIES 1 THROUGH 6		
CATEGORIES – All Categories are services to/from English and to/from County Core Language as described in 2.40 Target Languages of the Appendix D, Sample Master Agreement.		**County Use Only**
Category 1 – Over the Phone Interpretation Services	☐	☐
Category 2 – Video Remote Interpretation Services	☐	☐
Category 3 – Document Translation Services	☐	☐
Category 4 – In Person Sign Language Interpretation Services	☐	☐
Category 5 – In Person Oral Interpretation Services	☐	☐
Category 6 – Miscellaneous Interpretation and Translation Services		
▪ Captioning Services	☐	☐
▪ Post-Production/Post Webinar (Closed) Captioning	☐	☐
▪ Remote Transcription	☐	☐
▪ Simultaneous Oral Interpretation Services	☐	☐
▪ Subtitling Services	☐	☐
▪ Text Transcription	☐	☐
▪ Transcription Services	☐	☐
▪ Voice-over Services	☐	☐
Category 7 – Digital Content ADA Remediation Services and Interpretation and/or Translation of ADA Remediation Services	☐	☐
Category 8 – Proofreading Translated Documents	☐	☐

REQUIRED FORMS - FORM 2

ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME:	COUNTY WEBVEN NUMBER:
ADDRESS:	
TELEPHONE NUMBER:	EMAIL:
IRS EMPLOYER ID NUMBER:	CA BUSINESS LICENSE NUMBER:

1	Select the options that best define your firm's business structure: ☐ Corporation ☐ Limited Liability Company (LLC) ☐ Limited Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Franchise ☐ Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation) _____ State if Incorporation: _____ Year of Incorporation: _____ If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: _____ If other: Specify business structure name: _____
2	Is your firm doing business under one or more DBA's? ☐ Yes ☐ No	Name: _____ Country of Registration: _____ Year became DBA: _____
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ Yes ☐ No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: _____ State of Incorporation or registration of Parent Firm: _____
4	Has your firm done business as other names within the last five (5) years: ☐ Yes ☐ No	If yes, indicate any other names and the year of the name change. Name(s): _____ _____ _____ Year: _____
5	List names of all joint ventures, partners, subcontractors, or others having any right or	

	interest in this contract or the proceeds thereof. If not applicable, state “None”.	
6	Is your firm involved in any pending acquisitions or mergers? ☐ Yes ☐ No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	Name: _____ Title: _____ Email: _____ Name: _____ Title: _____ Email: _____ Name: _____ Title: _____ Email: _____

APPENDIX B

REQUIRED FORMS - FORM 3

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

	TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? ☐ Yes ☐ No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? ☐ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? ☐ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? ☐ Yes ☐ No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) Click or tap here to enter text.	Board Policy 5.065	**Check the Certification below that is applicable to your company.** ☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. **OR** ☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider Gain/Grow Participants	Board Policy 5.050	Certifies Compliance? ☐ Yes ☐ No Willing to provide GAIN/GROW participants access to employee mentoring program? ☐ Yes ☐ No ☐ N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? ☐ Yes ☐ No If no, identify exemption: ☐ My business does not meet the definition of "contractor," as defined in the Program. ☐ My business is a small business as defined in the Program. ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? ☐ Yes ☐ No If no, identify exemption: Click or tap here to enter text.

APPENDIX B

REQUIRED FORMS - FORM 4

DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: _____

1. Debarment History (Check one)	YES	NO
Proposer is currently debarred by a public entity	☐	☐
If yes, please provide the name of the public entity:		
2. List of Terminated Contracts (Check one)	**YES**	**NO**
Proposer has contracts that have been terminated in the past three (3) years	☐	☐

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: _____ Name of Entity: _____

Address: _____

Contact: _____ Telephone: _____

Email: _____

Termination Date: _____ Name/Contract No.: _____

Reason for Termination: _____

_____

Service: _____ Name of Entity: _____

Address: _____

Contact: _____ Telephone: _____

Email: _____

Termination Date: _____ Name/Contract No.: _____

Reason for Termination: _____

_____

REQUIRED FORMS - FORM 5

VENDOR'S COMPLIANCE WITH ENCRYPTIONS REQUIREMENTS

Vendor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, vendor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS			Documentation Available	
1. Will County data stored on your workstation(s) be encrypted?	☐ Yes	☐ No	☐ Yes	☐ No
2. Will County data stored on your laptop(s) be encrypted?	☐ Yes	☐ No	☐ Yes	☐ No
3. Will County data stored on removable media be encrypted?	☐ Yes	☐ No	☐ Yes	☐ No
4. Will County data be encrypted when transmitted?	☐ Yes	☐ No	☐ Yes	☐ No
5. Will Proposer maintain a copy of any validation/attestation reports generated by its encryption tools?	☐ Yes	☐ No	☐ Yes	☐ No
6. Will County data be stored on remote servers*? *Cloud storage, Software-as-a-Services or SaaS	☐ Yes	☐ No	☐ Yes	☐ No

_____
Name

_____
Title

_____
Signature

_____
Date

APPENDIX B

REQUIRED FORMS - FORM 6

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

Refer to Excel Worksheet

APPENDIX B

REQUIRED FORMS – EXHIBIT 7

LIST OF PUBLIC ENTITIES

Vendor's Name: Click or tap here to enter text.

Provide all public entity contracts for the last three (3) years where the same or similar scope of services was provided. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

PUBLIC AGENCIES

AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.

AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.

AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.

AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.

APPENDIX B

REQUIRED FORMS – EXHIBIT 8

LIST OF REFERENCES

Vendor's Name: Click or tap here to enter text.

Vendor's List of References will be used for review (or evaluation) purposes and to validate Vendor meets the Minimum Mandatory Requirements (MMRs) stated in the RFSQ. Vendor must provide 3 references where the same or similar scope of services was provided.

Vendor may also provide three (3) alternate references in the event that a reference is non-responsive. Please note that **no more than** (6) references must be provided. It is the Vendor's responsibility to ensure accuracy of the information provided below.

REFERENCES	
REFERENCE 1	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
REFERENCE 2	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
REFERENCE 3	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.

ALTERNATE REFERENCES	
ALTERNATE REFERENCE 1	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
ALTERNATE REFERENCE 2	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.
ALTERNATE REFERENCE 3	
AGENCY/DEPT:	Click or tap here to enter text.
SERVICE TYPE:	Click or tap here to enter text.
CONTRACT TERM:	Click or tap here to enter text.
CONTRACT AMT:	Click or tap here to enter text.
CONTACT:	Click or tap here to enter text.
TELEPHONE:	Click or tap here to enter text.
E-MAIL:	Click or tap here to enter text.

APPENDIX B

REQUIRED FORMS – EXHIBIT 9

PRICING SCHEDULE

Refer to Excel Worksheet

REQUIRED FORMS – EXHIBIT 10

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code Section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than $500 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice*. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*

REQUIRED FORMS – EXHIBIT 10

APPENDIX B

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

Click or tap here to enter text.

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: Click or tap here to enter text.

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: Click or tap here to enter text.

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

Click or tap here to enter text.

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

Click or tap here to enter text.

b) Subsidiaries:

Click or tap here to enter text.

c) Related Business Entities:

Click or tap here to enter text.

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

Click or tap here to enter text.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

Click or tap here to enter text.

CONTRIBUTION AND AGENT DECLARATION FORM

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

   *(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

   Click or tap here to enter text.

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

   Click or tap here to enter text.

B. CONTRIBUTIONS

1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	**Recipient Name** (elected official)	**Amount**
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

*Please attach an additional page, if necessary.

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	**Name** (of the contributor)	**Recipient Name** (elected official)	**Amount**
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

*Please attach an additional page, if necessary.

REQUIRED FORMS – EXHIBIT 10

CONTRIBUTION AND AGENT DECLARATION FORM

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are Click or tap here to enter text. additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, Click or tap here to enter text. (Authorized Representative), on behalf of Click or tap here to enter text.(Declarant Company), at which I am employed as Click or tap here to enter text. (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

_____ Click or tap here to enter text.

Signature Date

REQUIRED FORMS – EXHIBIT 10

APPENDIX B

CONTRIBUTION AND AGENT DECLARATION FORM

INDIVIDUAL BIDDERS OR APPLICANTS

I, Click or tap here to enter text., declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

_____ Click or tap here to enter text.

Signature Date

REQUIRED FORMS - FORM 11

DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMAITON SUBMITTED IN THE EXHIBITS 1-11 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

APPENDIX C

SAMPLE MASTER AGREEMENT

MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

INTERNAL SERVICES DEPARTMENT

AND

(CONTRACTOR)

FOR

ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES

(December 2025)

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ATTACHMENTS

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APPENDIX C

Sample Master Agreement

MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
INTERNAL SERVICES DEPARTMENT
AND

_____

FOR
ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES

This Master Agreement and Exhibits made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles, Internal Service Department hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide On-Demand Interpretation and Translation Services in the following categories:

- ☐ 1. Over the Phone Interpretation Services
- ☐ 2. Video Remote Interpretation Services
- ☐ 3. Document Translation Services
- ☐ 4. In Person Sign Language Interpretation Services
- ☐ 5. In Person Oral Interpretation Services
- ☐ 6. Miscellaneous Interpretation and Translation Services
  Misc.: _____
- ☐ 7. Digital Content ADA Remediation Services and Interpretation and/or Translation of Digital Content ADA Remediation Services
- ☐ 8. Proofreading Translated Document Services

RECITALS

WHEREAS, the County may contract with private businesses for On-Demand Interpretation and Translation Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing On-Demand Interpretation and Translation Services; and

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

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I and J and Attachments 1, 2, 3, 4, and 5 are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

Exhibit A Statement of Works, Category 1 through 8

Exhibit B Price Sheets, Category 1 through 8

Exhibit C Sample: Service Request Forms Packet for Categories 3-8

- Service Request Form

- Code of Ethics, Professional Conduct and Confidentiality Statement
- Certifications
- Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement

Exhibit D Sample: Acceptance Form for Categories 3-8

Exhibit E County's Administration

Exhibit F Contractor's Administration

Unique Exhibits:

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

Exhibit H Health Information Technology For Economic and Clinical Health Act ("HITECH")

Exhibit I Information Security and Privacy Requirements

Exhibit J Digital Accessibility Requirements

Attachments:

Attachment 1 Skill Categories

Attachment 2 County Department List

Attachment 3 Contractor Discrepancy Report

Attachment 4 Incident Form

Attachment 5 Performance Requirements Summary

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

2.0 DEFINITIONS

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

2.1 Active Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department

and are valid and in effect at the time of a given Service Request. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.

2.2 Authorized Department (AD): 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 (IA) with the County Master Agreement Program Manager (IT Contracts). Only ADs can obtain services under this Master Agreement.

2.3 AD's Master Agreement Coordinator (Department Contracts Section): AD's specific County employee(s), within the AD's Contracts Section, designated by each AD to manage the day-to-day administration, training, and education of services under the Master Agreement and to coordinate, as needed, with ISD's IT Contracts.

2.4 AD's Service Requester: Requests services under this Master Agreement. Responsible for coordinating and monitoring the work done under the Service Request and responsible for approving completed work and invoices.

2.5 Appointment: Date and time identified on the Service Request form

2.6 Call: either over-the-phone or by video remote.

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

2.8 Contractor Project Manager: The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

2.9 County Customer: Any person conducting business or requesting information or services from a department within the County of Los Angeles

2.10 County Master Agreement Program Director (MAPD): Person designated by Director with authority to negotiate and recommend all changes on behalf of County.

2.11 County Observed Holidays, are as follows:

New Year's Day (January 1)	Martin Luther King, Jr. Day (Third Monday in January)
Presidents' Day (Third Monday in February)	César Chávez Day (Last Monday in March)
Memorial Day (Last Monday in May)	Juneteenth (June 19th)
Independence Day (July 4th)	Labor Day (First Monday in September)

Indigenous People's Day (Second Monday in October)	Veterans Day (November 11th)
Thanksgiving Day and the Friday (Fourth Thursday and Friday in November)	Christmas Day (December 25th)

2.12 County Master Agreement Project Manager (IT Contracts): Person/Team designated by the MAPD with authority to administer and monitor the day-to-day operations of the Master Agreement.

2.13 Day(s): Calendar Day(s) unless otherwise specified.

2.14 Director: Director of Internal Services Department.

2.15 Emergency Services Request (interpretation): A request made for interpretation services made for the same day service with six (6) hours of advance notice that requires Contractor to provide in-person interpretation services at the request of the AD.

2.16 Emergency Service Request (translation): A request that requires Contractor to complete translation services within six (6) hours, which includes weekends, evenings, and County observed holidays, from the date and time of request from the AD.

2.17 Expedited Service Request (interpretation): A request made within two (2) to (4) business days prior to an appointment that requires Contractor to provide in-person interpretation services at the request of the AD.

2.18 Expedited Service Request (translation): A request that requires Contractor to complete translation services within three (3) business days or two (2) to (4) business days, depending on the category, from the date of request from the AD.

2.19 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.20 Information Technology Contracts Section (IT Contracts): A section within Los Angeles County Internal Service Department's Contracting Division responsible for administration of this Master Agreement. Also referred to as the "County's Master Agreement Program Manager."

2.21 Interdepartmental Agreement (IA): An agreement executed between ISD and a County Department, related agencies, related districts and/or the non-County districts and agencies defining the roles and responsibilities choosing to utilize On-Demand Interpretation and Translation Services through this Master Agreement, resulting in the County department, related agencies, related districts and/or the non-County districts and agencies being considered an AD.

2.22 Internal Services Department (ISD): Designated by the Board of Supervisor to administer this Master Agreement.

2.23 Limited English Proficiency (LEP): A limited ability to speak and/or understand English that may reduce a County Customer's ability to understand and respond to information provided by the AD.

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

2.25 Master Agreement Contractor: see **2.28 Qualified Contractor**.

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

2.27 Performance Requirements Summary (PSR): Performance Requirements Summary identifies requirements of the Master Agreement that will be monitored by County to ensure that Contractor meets Contract performance standards.

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

2.29 Quality Assurance/Quality Control (QA/QC): The quality assurance procedures Contractor must establish to assure County a consistently high level of service throughout the term of the Contract.

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

2.31 Secure Web Based Portal: secure web-based portal where Contractor receives service request packets from AD(s).

2.32 Service: On-demand request for over-the-phone, video remote or in-person interpretation, written translation, and/or miscellaneous interpretation and translation services to and from English and to and from one of the County Core Languages as identified in 2.40 Target Language(s), or from any language that may be added.

2.33 Service Request Form/Service Request: Form used to submit a request for in-person interpretation, translation and miscellaneous language assistance services.

2.34 Service Request Form Packet: includes a Service Request form, Code of Ethics, Professional Conduct and Confidentiality Statement, Certifications, and Contractor Acknowledgement, Confidentiality and Copy Assignment Agreement.

2.35 Skill Category/Category(ies): Areas of technical specialization, and the associated skills and experience, described in the Statement of

Work(s), which comprise the Services the County will be soliciting from qualified Contractors during the Term of this Master Agreement

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

2.37 Standard Service Request (interpretation): A request that requires Contractor to provide in-person interpretation services at the request of the AD. Standard Request could be more than ten (10) business days in advance of appointment or within five (5) to ten (10) days prior to the appointment.

2.38 Standard Service Request (translation): A request that requires Contractor to complete translation services within 10 business days from the date of request from the AD or at a later date as determined by the AD. Standard Request could also be more than ten (10) business days in advance of or within five (5) to ten (10) days prior to.

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

2.40 Target Language(s): The County Customer's native or preferred language that requires interpretation and/or translation to and from English.

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.			
Additional languages not listed may be requested.			

2.41 Telephonic/Over-the-Phone Interpretation: Use of an interpreter to translate speech orally over-the-telephone from one language into another language in order for a non-English monolingual or limited

English proficiency individual to understand what is being communicated.

2.42 **Trilingual Interpretation Services**: Fluency in three languages: Sign Language (ASL, Spanish Sign Language or English Sign Language), spoken English and spoken Spanish.

2.43 **Video Remote Interpretation (VRI)**: Use of videophone, web camera or other technology to remotely interpret from one language into another language, including American Sign Language (ASL), in order for a non-English monolingual or limited English proficiency individual to understand what is being communicated.

2.44 **Urgent Service Request (interpretation):** A request made within 24 hours prior to an appointment that requires Contractor to provide in-person interpretation services at the request of the AD.

2.45 **Urgent Service Request (translation):** A request that requires Contractor to complete translation services within 24 hours, which includes weekends, evenings, and County observed holidays, from the date and time of request from the AD.

3.0 WORK

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

3.2 On-Demand Interpretation and Translation Services will conform to Exhibit A, Statement(s) of Work, which describes in detail the work required for the performance thereof for each category. The payment for services to be performed will be on the fully burdened fixed rate/fee basis, subject to the rate/fee specified in Exhibit B, Price Sheets.

3.3 If Contractor provides any task, deliverable, service, or other work to County that goes beyond any approved on-demand interpretation and translation services as described in the Statement(s) of Work, and/or that exceeds the pricing specified in the applicable Price Sheet(s) as originally written or modified in accordance with sub-paragraph 8.1 (Amendments), these shall will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.

3.4 County procedures for issuing services requests for in-person interpretation, translation, miscellaneous language assistance, digital content ADA remediation services and interpretation and/or translation of digital content ADA remediation services, and proofreading services are as described in the Statement(s) of Work.

3.5 AD's may select a Contractor from the list of Master Agreement Contractors.

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

3.7 AD's are not limited as to the amount of services that may be obtained through this Master Agreement.

3.8 Contractor is not guaranteed a minimum or maximum amount of utilization of their services, and may or may not be utilized, at the County's sole discretion. Failure of Contractor to provide services within the specified timeframes may disqualify Contractor from future utilization.

3.9 In the event Contractor defaults three times **to provide services** under Paragraph 3.4, and described in the Statement of Works, within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective upon the date of its execution by Director of Internal Services Department, or designee, as authorized by the Board of Supervisors. This Master Agreement will expire on September 11, 2028 unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County will have the sole option to extend the Master Agreement term for up to two (2) additional two-year periods and six (6) one-month extensions, for a maximum total Master Agreement term of nine (9) years and six (6) months. Each such option and extension will be exercised at the sole discretion of the Director, or designee, as authorized by the Board of Supervisors.

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

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

5.0 CONTRACT RATE/FEE

5.1 The full-burdened rate/fees for this Master Agreement shall be the amount payable by County to Contractor for performing the On-Demand Interpretation and Translation Services under this Master Agreement. Contractor shall be paid according to Exhibit B, Price

Sheets, of this Master Agreement.

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

5.3 Contractor's rate/fees for each category(ies) shall remain firm and fixed for the term of the Master Agreement including option years.

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

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it will immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of County's right to recover such payment from Contractor.

5.5 Rate/Fee Structure Guarantee

5.5.1 Rate/Fees specifically listed in Exhibit B, Price Sheets, shall be the fully burdened maximum rates/fees payable by the County for the term of this Master Agreement.

5.5.2 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc. unless otherwise stated in the Service Request.

5.5.3 **Invoices and Payments**

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

5.5.4 Payment for all Services shall be on a fixes price per deliverable basis as per Exhibit B, Price Sheets, less any amounts assessed in accordance with paragraph 8.25, (Liquidated Damages).

5.5.5 All work performed by, and all invoices submitted by, Contractor pursuant to Service Requests issued hereunder must receive the written approval by way of the AD's Acceptance Form. The form will provide a detailed evaluation of Contractor's performance for approval of work and/or payment of invoices is permitted.

5.5.6 Contractor shall make the invoice available electronically to the County in a mutually acceptable format.

5.5.7 Invoices under this Master Agreement must be submitted to the address(es) set forth in the applicable Service Request form.

5.5.8 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the service request.

Fixed Price Per Deliverable

1. Each invoice submitted by Contractor for Categories 1 and 2, (Over the Phone and Video Remote Interpretation Services) must specify:
   - Contractor's Master Agreement number;
   - Period of Performance being invoiced:
   - Detailed descriptions by AD's and by individual facility, when identified (Cost Center number);
   - Usage and cost breakdown to include facility, when identified;
   - Usage and cost breakdown to include the language used;
   - Total minutes;
   - Total calls;
   - Length of call;
   - Wait time;
   - Percentage of total minutes;
   - Total charges per call;
   - Total summary for each department or facility by category;
   - Facility additions and deletions; and
   - Any other information upon County's request.

The detailed section of the invoice shall contain the call details for each individual call. Contractor shall make this information

available electronically to the County in a mutually acceptable format.

2. Each invoice submitted by Contractor for Categories 3 through 8 (Document Translation, In-Person Sign Language Interpretation, In-Person Oral Interpretation, Miscellaneous Interpretation and Translation Services, Digital Content ADA Remediation and Interpretation and/or Translation of Digital Content ADA Remediation Services, and Proofreading Translated Document Services) must specify:

   - Contractor's Master Agreement number;
   - Period of performance of work being invoiced;
   - Detailed descriptions by AD's and by individual facility, (Cost Center number);
   - Name(s) of persons who performed the work;
   - A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable;
   - The total amount of the invoice;
   - Copy of the Service Request Form Packet; and
   - Signed AD Acceptance Form.

Contractor shall make this information available electronically to the County in a mutually acceptable format.

5.5.9 **Preference Program Enterprises - Prompt Payment Program**

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

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

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

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

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

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

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

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

6.1 A listing of all County Administration referenced in the following paragraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor via email of any change in the names or addresses shown.

6.1.1 **County's Master Agreement Program Director (MAPD)**

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Internal Services Department and Contractor. The MAPD will approve additional languages for interpretation and translation services, on an as-needed basis.

6.1.2 **County's Master Agreement Program Manager (IT Contracts)**

The County's Master Agreement Project Manager is County's chief contact person with respect to the day-to-day

administration of the Master Agreement. The Program Manager will:

- Monitor Contractor's performance in the daily operation of this Master Agreement;
- Be the first person for Contractor to contact with any questions;
- Coordinate with Contractor's Project Manager or designated staff, on a regular basis, regarding the performance of Contractor;
- Ensure Contractor's compliance with County's applicable Technical Standards;
- Provide direction to Contractor as they relate to County policies;
- Prepare Amendments in accordance with Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

The County's Master Agreement Program Manager is not authorized to make any changes in rates/fees, dollar totals or periods of performance, or in the terms and conditions of the Master Agreement, except through formally prepared Amendments, paragraph 8.1.

6.2 A listing of all Authorized Departments (AD) Master Agreement Coordinator's and AD Service Requestor's referenced in the following paragraphs will be provided to the Contractor. The County will notify the Contractor via email of any change in the names or addresses shown.

6.2.1 **Authorized Department (AD) Master Agreement Coordinator**

The AD Master Agreement Coordinator is a specific County employee, within the AD's Contracts Section, designated by each AD to manage the day-to-day training, education, and AD's use of services under the Master Agreement and to coordinate, if needed, with ISD's County Master Agreement Program Manager (IT Contracts).

The AD's Master Agreement Coordinator is not authorized to make any changes in rates/fees, dollar totals or periods of performance, or in the terms and conditions of the Master Agreement.

6.2.2 **Authorized Department (AD) Service Requestor**

The AD Service Requestor is responsible to manage their requested services under the Master Agreement for categories

3 through 6 (Document Translation, In-Person Sign Language Interpretation, In-Person Oral Interpretation, and Miscellaneous Interpretation and Translation Services).

The AD Service Requestor is responsible for coordinating and monitoring Contractor's work, and for ensuring objectives are met. The AD Service Requestor is also responsible for:

- Monitor and report Contractor's performance and progress, of services requested under this Master Agreement and all requirements to County's Master Agreement Program Manager;
- Ensure Contractor's compliance with County's applicable Technical Standards;
- Review and approve project tasks, services, and other work;
- Ensure that the technical standards and task requirements articulated in the individual Service Requests are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Service Requests;
- Review requested work and signing off on the Acceptance Form.

The AD's Service Requestor is not authorized to make any changes in rates/fees, dollar totals or periods of performance, or in the terms and conditions of the Master Agreement.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.

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

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

7.1.4 Contractor's Project Manager must meet the following minimum requirements:

1. Must have two (2) years of experience within the last five (5) years managing programs of equivalent or similar services as described herein as determined by the County.
2. Must be able to effectively communicate, in English, both orally and in writing.

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

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

All staff of Contractor assigned under categories 3 through 8 to County facilities, meetings, or events are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears the expense of the badging.

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

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

Contractor.

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

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. The Contractor's staff cannot start work without passing a background check unless the County otherwise authorizes this. If Contractor wishes to still recommend any staff who has failed a background check, Contractor shall consult with the County, provide its reasons why, and seek the County's prior approval.

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

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

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its

obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

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

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

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

7.6.4 Contractor will cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of the Code of Ethics, Professional Conduct and Confidentiality Statement and Confidentiality Forms found in Exhibit C (Service Request Forms Packet).

7.6.5 Contractor will cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of the Code of Ethics, Professional Conduct and

Confidentiality Statement and Confidentiality Forms found in Exhibit C (Service Request Forms Packet).

7.7 Staff Performance Under the Influence

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

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

8.1.2 The Director of Internal Services Department, or designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 2.5, Master Agreement Term of the Master Agreement. The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement will be prepared by the County and executed by the Contractor and by the Director, or designee, as authorized by the County's Board of Supervisors.

8.1.3 Notwithstanding Paragraph 8.1.1, the Director, or designee, may amend the Master Agreement to permit modifications to Exhibit B, Price Sheets and corresponding adjustments to the scope of work, tasks, and/or activities and/or allow changes to hours of operation, changes to service locations, and/or correction of errors in the Master Agreement's terms and conditions. To implement such modifications and/or corrections, an Amendment to the Master Agreement will be prepared by the County and executed by the Contractor and by the Director, or designee, as authorized by the County's Board of Supervisors.

8.1.4 **Addition/Deletion of Categories**

The Master Agreement Project Director (MAPD), or designee may, at their sole discretion, authorize to add and/or delete

Categories as set forth in Attachment 1, Skills Categories, to the Master Agreement. To add or delete Categories an Amendment to the Master Agreement will be prepared by the County and executed by the Contractor and by the MAPD, or designee, as authorized by the County's Board of Supervisors.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

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

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

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all

requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

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

8.4.1 Within twenty (20) business days after the Master Agreement effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

8.4.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within ten (10) business days for County approval.

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

8.4.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint by way of the Incident Form, Attachment 4.

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

8.4.7 Copies of all emailed/written responses must be sent to the County's Project Manager within five (5) business days of emailing to the complainant.

8.5 Compliance with Applicable Laws

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

8.5.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected

with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 Compliance with Civil Rights Laws

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

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program**:** This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified

in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

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

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

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

8.8 Conflict of Interest

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

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

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

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

8.10 Consideration of Hiring GAIN-GROW Participants

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

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

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

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

years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 **Non-responsible Contractor**

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

8.11.4 **Contractor Hearing Board**

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

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

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

decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law Poster" (available in English/Spanish/Chinese/Korean) in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at www.babysafela.org.

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

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

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

8.14 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Master Agreement on not less than an annual basis. Such

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

8.14.1 **Contract Discrepancy Report**

The County will verbally notify Contractor's Project Manager of a Master Agreement discrepancy as soon as possible whenever a Contract discrepancy is identified. Contractor shall resolve the problem within a time period mutually agreed upon by the County and Contractor.

The County Master Agreement Project Manager will determine whether a formal Contractor Discrepancy Report, Attachment 3, shall be issued. Upon receipt of this document, Contractor shall respond via email to the County's Master Agreement Project Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contractor Discrepancy Report shall be submitted to the County's Master Agreement Project Manager within ten (10) business days.

8.14.2 **Meetings**

Contractor shall meet with the County as requested.

8.14.3 **County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours but as needed, may be conducted outside of these hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

8.15 Damage to County Facilities, Buildings or Grounds

8.15.1 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has

become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.16 Employment Eligibility Verification

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

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

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

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

8.18 Fair Labor Standards

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

8.19 Force Majeure

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

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

8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

This Master Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement

and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.21 Independent Contractor Status

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

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

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

8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6, Confidentiality, of this Master Agreement.

8.22 Indemnification

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

8.23 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor must

provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 **Evidence of Coverage and Notice to County**

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

  Certificates and copies of any required endorsements must be emailed to:

Brandy Corona, IT Contracts Analyst
BCorona@isd.lacounty.gov

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

8.23.2 **Additional Insured Status and Scope of Coverage**

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

8.23.3 **Cancellation of or Changes in Insurance**

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

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

8.23.4 **Failure to Maintain Insurance**

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

8.23.5 **Insurer Financial Ratings**

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

8.23.6 **Contractor's Insurance Must Be Primary**

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

8.23.7 **Waivers of Subrogation**

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

8.23.8 **Subcontractor Insurance Coverage Requirements**

Contractor must include all Subcontractors as insureds under Contractor's own policies or must provide County with each Subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein and must require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor

must obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.23.9 **Deductibles and Self-Insured Retentions (SIRs)**

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

8.23.10 **Claims Made Coverage**

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

8.23.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 **Separation of Insureds**

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

8.23.13 **Alternative Risk Financing Programs**

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

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

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

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

8.24.4 **Unique Insurance Coverage**

- **Sexual Misconduct Liability**

  Contractors providing services under Categories 4 – In Person Sign Language Interpretation Services, 5 – In Person Oral Interpretation Services, and 6 – Misc. Interpretation and Translation Services, must provide proof of Sexual Misconduct Liability Insurance.

  Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than

$2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability/Errors and Omissions**

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

- **Cyber Liability Insurance**

  Contractors providing services in Category 2 - Video Remote Interpretation Services, Category 3 - Document Translation, Category 6 - Miscellaneous Interpretation and Translation Services and Category 7 – Digital Content ADA Remediation Services and Interpretation and/or Translation of Digital Content ADA Remediation Services, must provide proof of Cyber Liability Insurance.

  The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least $2 million per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or

as full performance of its indemnification obligations hereunder. No exclusion/ restriction for unencrypted portable devices/media may be on the policy.

The limit above is the minimum limit, and the County reserves the right to increase this limit. To implement such changes, an Amendment to the Master Agreement will be prepared and executed by the Contractor and by the Director, or designee, as authorized by the County's Board of Supervisors

8.25 Liquidated Damages

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

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

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

8.27.2 Contractor certifies to the County each of the following:

1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

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

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

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

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

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

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

discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

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

8.28 Non Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

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

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 INTENTIONALLY OMITTED

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or

certified mail, postage prepaid, addressed to the parties as identified in Exhibits A (County's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Internal Services Department, or designee, will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 Publicity

8.36.1 The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as

may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.36, Publicity, of this Master Agreement will apply.

8.37 Record Retention and Inspection-Audit Settlement

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.39 Subcontracting

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.39.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

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

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

8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.

8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure delivery of all such documents to:

Brandy Corona, IT Contracts Analyst
ISD_ODITS@isd.lacounty.gov

before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Paragraph 8.37, Record Retention and Inspection/Audit Settlement, of this Master Agreement.

8.42 Termination for Default

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

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

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

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

to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

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

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

8.43 Termination for Improper Consideration

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

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

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

8.44 Termination for Insolvency

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

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, will constitute default

under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.52 Time off For Voting

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

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

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

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

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

8.54 Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952 and Chapter 8.300 of the Los Angeles County Code (Fair Chance Ordinance for Employers). Contractor's violation of this paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.55 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very

seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.56 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.57 Injury and Illness Prevention Program

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

8.58 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than $500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

8.59 PERFORMANCE REQUIREMENTS SUMMARY

8.59.1 All listings of services used in the Performance Requirements Summary (PRS), Attachment 5, are intended to be completely consistent with the Master Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Master Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Master Agreement and the SOW and the PRS, the meaning apparent in the Master Agreement and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Master Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.

8.59.2 When Contractor's performance does not conform to the requirements of this Master Agreement, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the assessment(s) in the PRS.
- Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on Contractor's future invoice.

8.60 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County agreements, the County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Master Agreement (including any

extensions), and the services to be provided by the Contractor under this Master Agreement will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Master Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

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

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

9.2 Ownership of Materials, Software and Copyright

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

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

9.2.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of

this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

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

9.2.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under Paragraph 9.2.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.2.3 or for any disclosure which County is required to make under any state or federal law or order of court.

9.2.6 All the rights and obligations of this Paragraph 9.2 will survive the expiration or termination of this Master Agreement.

9.3 Patent, Copyright and Trade Secret Indemnification

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

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

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

9.3.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 Information Security and Privacy Requirements

Contractor must comply with the requirements set forth in Exhibit I (Information Security and Privacy Requirements).

9.5 Compliance with County's Women in Technology Hiring Initiative

At the direction of the, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

9.6 Digital Accessibility Requirements

For any and all websites, webpages, and mobile applications that Contractor designs, hosts, implements or manages on behalf of the County, Contractor must comply with Exhibit I (Digital Accessibility Requirements) all applicable accessibility laws, rules, regulations, and industry standard guidelines including, but not limited to, the Americans with Disabilities Act and the Web Content Accessibility Guidelines (WCAG 2.1), as they may be amended or updated from time to time. Contractor must also promptly comply, without additional cost to County, with any amendments or updates to these accessibility laws, rules, regulations, or industry standard guidelines that become effective during the term of the Contract.

10.0 SURVIVAL

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

Paragraph 1	Applicable Documents
Paragraph 2	Definitions
Paragraph 3	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration/Termination of Agreement
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.5	Compliance with Applicable Law
Paragraph 8.18	Fair Labor Standards
Paragraph 8.29	Force Majeure
Paragraph 8.20	Governing Law, Jurisdiction, and Venue
Paragraph 8.22	Indemnification
Paragraph 8.23	General Provisions for all Insurance Coverage
Paragraph 8.24	Insurance Coverage
Paragraph 8.25	Liquidated Damages
Paragraph 8.33	Notices
Paragraph 8.37	Record Retention and Inspection/Audit Settlement
Paragraph 8.41	Termination for Convenience
Paragraph 8.42	Termination for Default
Paragraph 8.47	Validity
Paragraph 8.48	Waiver
Paragraph 8.56	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.58	Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 9.4	Information Security and Privacy Requirements
Paragraph 9.6	Digital Accessibility Requirements
Paragraph 10	Survival

AUTHORIZATION OF MASTER AGREEMENT FOR

ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Internal Services Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20___.

COUNTY OF LOS ANGELES

By_____
Director

Internal Services Department

By_____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

_____
DAWYN R. HARRISON
County Counsel

By_____
Deputy County Counsel

STATEMENTS OF WORK

APPENDIX D OF THE RFSQ

EXHIBIT A OF THE SAMPLE MASTER AGREEMENT

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

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

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.

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

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.

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

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

STATEMENT OF WORK
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VIDEO REMOTE INTERPRETATION SERVICES

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FOR
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VIDEO REMOTE INTERPRETATION SERVICES

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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VIDEO REMOTE INTERPRETATION SERVICES

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).

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.

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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VIDEO REMOTE INTERPRETATION SERVICES

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

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 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.

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.

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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ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES
DOCUMENT TRANSLATION SERVICES

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FOR
ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES
DOCUMENT TRANSLATION SERVICES

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

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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 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

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.

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.

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 descripted 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.

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 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.

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 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.

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.

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 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 descripted 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

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

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 descripted 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

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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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

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:

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

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

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 descripted 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.

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;

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.

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:

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.

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1.0 SCOPE OF WORK

1.1 Overview of ADA Remediation Services

The purpose of this Statement of Work is for the provision of Digital Content ADA Remediation Services and Interpretation and/or Translation of Digital Multimedia ADA Remediation Services ("ADA remediation 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.

Digital Document and Translation of Digital Document Services will be provided by Contractor's with expertise in ADA accessibility remediation services to evaluate, remediate, validate, and translate County's digital documents. The objective of ADA remediation services is to assist County departments in ensuring that digital documents comply with the Americans with Disabilities Act (ADA) Title II, WCAG 2.1 Level A and AA and make all of County's digital documents accessible to County Customers.

Digital Multimedia Content and Interpretation and/or Translation of Digital Multimedia Content ADA Remediation Services will be provided by Contractor's with expertise in ADA accessibility remediation services to evaluate, remediate, validate, and interpretate and/or translate (if applicable) County's digital multimedia content. The objective of ADA remediation services is to assist County departments in ensuring that digital multimedia content complies with the Americans with Disabilities Act (ADA) Title II, WCAG 2.1 Level A and AA and make all of County's digital multimedia content accessible to County Customers

1.2 ADA Remediation Services Required

Contractor shall provide ADA remediation services of digital documents and digital multimedia content, including any interpreting and/or translation of digital documents and digital multimedia content and that relay information needed to facilitate access to and understanding of information.

Contractor shall provide ADA remediation 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, Service Requests and Specific Work Requirements, and Section 3.0, Infrastructure Operations, of this Statement of Work.

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

Digital Document ADA Remediation Services:

Contractor shall conduct automated and manual testing of existing public-facing and internal digital content, and when requested by AD identify accessibility barriers, and provide a detailed report of findings including an estimate of remediation efforts and classification of complexity (e.g., simple: text-only; moderate: with images/tables; complex: forms/charts; highly complex: scanned/image-based requiring Optical Character Recognition (OCR).

Contractor shall apply structural tags, logical reading order, and appropriate heading structures to ensure proper navigation; add accurate alternative text (alt text) for images, charts, graphics, and other non-text elements; structure tables with designated headers, scope attributes, and accessible data cells; adjust color contrast ratios to meet WCAG 2.1 Level A and AA; convert scanned or image-based documents using OCR to create searchable, tagged text; ensure interactive elements (e.g., hyperlinks, form fields) are keyboard-accessible, properly labeled, and have logical tab order; set document language, metadata, and properties for compatibility with assistive technologies; and reformat, rebuild, or recreate documents when the original format cannot be made accessible without significant changes.

Contractor shall utilize assistive technologies such as screen readers (e.g., JAWS, NVDA, VoiceOver, etc.), magnifiers, and alternative input devices to make public-facing and internal digital content accessible to individuals with disabilities ensuring all published materials are perceivable, operable, understandable, robust, and follow WCAG 2.1 Level A and AA requirements.

Translation of Digital Document ADA Remediation Services:

Contractor shall conduct automated and manual testing of existing public-facing and internal digital content, and when requested by AD identify accessibility barriers, and provide a detailed report of findings including an estimate of remediation efforts and classification of complexity (e.g., simple: text-only; moderate: with images/tables; complex: forms/charts; highly complex: scanned/image-based requiring Optical Character Recognition (OCR).

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Contractor shall provide translation of digital document ADA remediation services requested by the AD for a County Departments public-facing and internal digital content, including, but not limited to, email messages, Portable Document Formats (PDFs), any of the Microsoft Suite (Word, Excel, and PowerPoint) files, Google Docs, Google Slides, and Google Sheets, and ensuring compliance with WCAG 2.1 Level A and AA.

Contractor shall conduct automated and manual testing of existing public-facing and internal digital content, and when requested by AD identify accessibility barriers, and provide a detailed report of findings including an estimate of remediation efforts and classification of complexity (e.g., simple: text-only; moderate: with images/tables; complex: forms/charts; highly complex: scanned/image-based requiring Optical Character Recognition (OCR).

Digital Multimedia Content ADA Remediation Services:

Contractor shall provide remediation that addresses time-based media requirements under WCAG 2.1, including captions for audio content and audio descriptions for visual content, as required by ADA Title II for state and local governments.

Contractor shall add synchronized closed captions for all audio content, including speech, sound effects, and music cues, ensuring they are accurate, timed properly, and meet WCAG requirements (e.g., SRT, VTT, or embedded caption formats); provide audio descriptions (narrated tracks describing visual elements not conveyed by audio for pre-recorded videos, synchronized during natural pauses or as extended descriptions if needed); create full text transcripts or media alternatives that include descriptions of both audio and visual content for pre-recorded videos, serving as equivalents for users who cannot access the media; ensure captions for the live videos are provided in real-time where applicable, using automated or manual captioning services; optimize video player controls for accessibility, including keyboard operability, visible focus indicators, and independent audio controls to meet related WCAG criteria (e.g., 1.2.2 Audio-only and Video-only, 1.2.2 and 1.2.4 Caption); adjust caption text for sufficient color contrast (e.g., 4.5:1 ratio) and resizability, ensuring they do not reply on color alone to convey information; and reformat or recreate video content if the original cannot be made accessible.

Contractor shall utilize assistive technologies and web embedding to make public-facing and internal digital multimedia content accessible to

individuals with disabilities ensuring all multimedia content are perceivable, operable, understandable, robust, and follow WCAG Level 2 A and AA.

Contractor shall conduct automated and manual testing of existing public-facing and internal digital multimedia content, and when requested by AD identify accessibility barriers, and provide a detailed report of findings including an estimate of remediation efforts and classification of complexity (e.g., simple video: pre-recorded audio-only or basic video with minimal visuals; moderate video: pre-recorded synchronized media with captions needed; complex video: pre-recorded with audio descriptions and complex visuals; highly complex video: live captioning or data-heavy multimedia).

Interpretation and/or Translation of Digital Multimedia Content ADA Remediation Services:

Contractor shall provide remediation and interpretation and/or translation that addresses time-based media requirements under WCAG 2.1, including captions for audio content and audio descriptions for visual content, as required by ADA Title II for state and local governments.

Contractor shall add synchronized closed captions in desired language from the AD for all audio content, including speech, sound effects, and music cues, ensuring they are accurate, timed properly, and meet WCAG requirements (e.g., SRT, VTT, or embedded caption formats); provide interpretation or translation of audio descriptions (narrated tracks describing visual elements not conveyed by audio for pre-recorded videos, synchronized during natural pauses or as extended descriptions if needed) in the desired language from the AD; create full translated text transcripts or interpretated media alternatives that include descriptions of both audio and visual content for pre-recorded videos, serving as equivalents for users who cannot access the media; ensure translations of captions for the live videos are provided in real-time where applicable, using automated or manual captioning services; optimize video player controls for accessibility, including keyboard operability, visible focus indicators, and independent audio controls to meet related WCAG criteria (e.g., 1.2.2 Audio-only and Video-only, 1.2.2 and 1.2.4 Caption); adjust caption text for sufficient color contrast (e.g., 4.5:1 ratio) and resizability, ensuring they do not reply on color alone to convey information; and reformat or recreate video content if the original cannot be made accessible.

Contractor shall utilize assistive technologies and web embedding to make public-facing and internal digital multimedia content accessible to individuals with disabilities ensuring all multimedia content are

perceivable, operable, understandable, robust, interpreted and/or translated correctly, and follow WCAG.

2.0 SERVICE REQUESTS AND SPECIFIC WORK REQUIREMENTS

SERVICE REQUESTS

The AD will contact Contractor via secure web portal or via email 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 or digital documents to be translated or proofread in an editable format; and

d) provide any additional information needed.

Standard Service Request (10+ days)

2.1 Upon receipt of a Standard Service Request for **digital document ADA remediation services or translation of digital document ADA remediation services**, Contractor shall:

- acknowledge receipt of service request received by responding to the AD within ten (10) business hours;
- provide confirmation of ability to perform services within three (3) business days of the service request from the AD; and
- provide fully complaint documents, or translation of, that pass automated and manual testing, including an accessibility report and an Accessibility Compliance Certificate within ten (10) business days or at a later date as determined by the AD and as confirmed through the Service Request Packet provided by the AD.

2.2 Upon receipt of a Standard Service Request for **digital multimedia content ADA remediation services or interpretation and/or translation of digital multimedia content ADA remediation services** more than ten (10) business days in advance, contractor shall:

- acknowledge receipt of service request received by responding to the AD within ten (10) business hours;

- provide confirmation of ability to perform services within three (3) business days from the service request from the AD; and
- provide fully compliant video file(s) (e.g., MP4 with embedded captions and audio descriptions), or interpretation and/or translation of, that pass automated and manual accessibility checks, including an accessibility report and an Accessibility Compliance Certificate within ten (10) business days or at a later date as determined by the AD and as confirmed through the Service Request Packet provided by the AD.

Standard Service Request (5 to 10 days)

2.3 Upon receipt of a Standard Service Request for **digital document ADA remediation services or translation of digital document ADA remediation services** within five (5) to ten (10) days, Contractor shall:

- acknowledge receipt of service request received by responding to the AD within two (2) business hours;
- provide confirmation of ability to perform services within two (2) business days from the service request from the AD; and
- provide fully complaint documents, or translation of, that pass automated and manual testing, including an accessibility report and an Accessibility Compliance Certificate within five (5) to nine (9) business days from the date of request from the AD and as confirmed through the Service Request Packet provided by the AD.

2.4 Upon receipt of a Standard Service Request for **digital multimedia content ADA remediation services or interpretation and/or translation of digital multimedia content ADA remediation services** within five (5) to ten (10) days, contractor shall:

- acknowledge receipt of service request received by responding to the AD within two (2) business hours;
- provide confirmation of ability to perform services within two (2) business days from the service request from the AD; and
- provide fully compliant video file(s) (e.g., MP4 with embedded captions and audio descriptions), or interpretation and/or translation of, that pass automated and manual accessibility checks, including an accessibility report and an Accessibility Compliance Certificate within five (5) to nine (9) business days from the date of request from the AD

and as confirmed through the Service Request Packet provided by the AD.

Expedited Service Request

2.5 Upon receipt of an Expedited Service Request for **digital document ADA remediation services or translation of digital document ADA remediation services**, Contractor shall:

- acknowledge receipt of service request received by responding to the AD within one (1) hour;
- provide confirmation of ability to perform services within one (1) business day of the service request from the AD; and
- provide fully complaint documents, or translation of, that pass automated and manual testing, including an accessibility report and an Accessibility Compliance Certificate within four (4) to two (2) business days from the date of request from the AD and as confirmed through the Service Request Packet provided by the AD.

2.6 Upon receipt of an Expedited Service Request for **digital multimedia content ADA remediation services or interpretation and/or translation of digital multimedia content ADA remediation services** made less than five (5) days prior, contractor shall:

- acknowledge receipt of service request received by responding to the AD within one (1) business hour;
- provide confirmation of ability to perform ervices within one (1) business day from the service request from the AD; and
- provide fully compliant video file(s) (e.g., MP4 with embedded captions and audio descriptions), or interpretation and/or translation of, that pass automated and manual accessibility checks, including an accessibility report and an Accessibility Compliance Certificate within four (4) to two (2) business days from the date of request from the AD and as confirmed through the Service Request Packet provided by the AD.

Urgent Service Request

2.7 Upon receipt of an Urgent Service Request for **digital document ADA remediation services or translation of digital document ADA remediation services**, Contractor shall:

- acknowledge receipt of service request received by responding to the AD within one (1) hour;
- provide confirmation of ability to perform services within four (4) hours of the service request from the AD; and
- provide fully complaint documents, or translation of, that pass automated and manual testing, including an accessibility report and an Accessibility Compliance Certificate within 24 hours which includes weekends, evenings, and County observed holidays, from the date of request from the AD and as confirmed through the Service Request Packet provided by AD.

2.8 Upon receipt of an Urgent Service Request for **digital multimedia content ADA remediation services or interpretation and/or translation of digital multimedia content ADA remediation services**, contractor shall:

- acknowledge receipt of service request received by responding to the AD within one (1) business hour;
- provide confirmation of ability to perform digital multimedia content ADA remediation services within four (4) hours from the service request from the AD; and
- provide fully compliant video file(s) (e.g., MP4 with embedded captions and audio descriptions), or interpretation and/or translation of, that pass automated and manual accessibility checks, including an accessibility report and an Accessibility Compliance Certificate within 24 hours, which includes weekends, evenings, and County observed holidays, from the date of request from the AD and as confirmed through the Service Request Packet provided by the AD.

Emergency Service Request (Day of Service Request)

2.9 Upon receipt of an Emergency Service Request (Day of Service Request) for **digital document ADA remediation services or translation of digital document ADA remediation services**, Contractor shall:

- acknowledge receipt of service request received by responding to the AD within one (1) hour;
- provide confirmation of ability to perform services within two (2) hours of the service request from the AD; and

- provide fully complaint documents, or translation of, that pass automated and manual testing, including an accessibility report and an Accessibility Compliance Certificate within twelve (12) hours, which includes weekends, evenings, and County observed holidays, from the date of request from the AD and as confirmed through the Service Request Packet provided by the AD.

2.10 Upon receipt of an Emergency Service Request for **digital multimedia content ADA remediation services or interpretation and/or translation of digital multimedia content ADA remediation services**, contractor shall:

- acknowledge receipt of service request received by responding to the AD within one (1) hour;
- provide confirmation of ability to perform services within two (2) hours from the service request from the AD; and
- provide fully compliant video file(s) (e.g., MP4 with embedded captions and audio descriptions), or interpretation and/or translation of, that pass automated and manual accessibility checks, including an accessibility report and an Accessibility Compliance Certificate within twelve (12) hours, which includes weekends, evenings, and County observed holidays, from the date of request from the AD and as confirmed through the Service Request Packet provided by the AD.

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

SPECIFIC WORK REQUIREMENTS

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.

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

Contractor shall, at no additional cost to County, work with AD to make any adjustments and modifications to content for ADA remediation services to ensure satisfactory completion.

County shall withhold payment for services provided until AD determines content ADA remediation services have been satisfactorily completed.

Contractor shall provide **ADA remediation services** to AD in accordance with laws, regulations, and the terms of the Master Agreement

Specific Work Requirements – Digital Document ADA Remediation Services AND Translation of Digital Document ADA Remediation Services

2.11 Contractor shall provide **digital document ADA remediation services or translation of digital document ADA remediation services**, as described in this Statement of Work for AD to review, and confirmation of satisfactory completion.

2.12 Contractor shall maintain adequate records on each **digital document ADA remediation services or translation of digital document ADA remediation services** performed in sufficient detail to permit an evaluation of services provided. Program records shall include, but not be limited to:

a) Name, address and telephone number of AD requesting services;

b) Description of digital multimedia content for ADA remediation services;

c) Number of video files;

d) **If applicable, language(s) of translation provided**; and

e) Time spent providing services per request.

2.13 Contractor shall provide a certificate of compliance after providing **digital document ADA remediation services or translation of digital document ADA remediation services**.

Specific Work Requirements – Digital Multimedia Content ADA Remediation Services AND Interpretation and/or Translation of Digital Multimedia Content ADA Remediation Services

2.14 Contractor shall provide **digital multimedia content ADA remediation services or interpretation and/or translation of digital multimedia content ADA remediation services**, as described in this Statement of Work for AD to review, and confirmation of satisfactory completion.

2.15 Contractor shall maintain adequate records on each **digital multimedia content ADA remediation services or interpretation and/or translation of digital multimedia content ADA remediation services** performed in sufficient detail to permit an evaluation of services provided. Program records shall include, but not be limited to:

f) Name, address and telephone number of AD requesting services;

g) Description of digital multimedia content for ADA remediation services;

h) Number of video files;

i) **If applicable, language(s) of interpretation and/or translation provided**; and

j) Time spent providing services per request.

2.16 Contractor shall provide a certificate of compliance after providing **digital multimedia content ADA remediation services or interpretation and/or translation of digital multimedia content ADA remediation services**.

Specific Work Requirements Specific To - Translation of Digital Documents ADA Remediation Services AND Interpretation and/or Translation of Digital Multimedia Content ADA Remediation Services

2.17 Contractor shall confirm that a second translator review has been conducted to ensure accuracy, as described in this Statement of Work

2.18 Contractor shall provide translation(s) to ensure a readability level no greater than the source and at approximately a 6th grade level.

2.19 Contractor shall ensure that the content, including unknown words, is not word for word from the source language. 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.

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.

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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 receipt of the Service Request Form within the deadlines descripted 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 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 information received in a confidential manner.

3.8 Contractor shall provide services for ADA remediation services, as described in this Statement of Work, that must fully conform to WCAG 2.1 Level A and AA requirements for state and local government digital communications.

3.9 Contractor shall use validated tools for testing the ADA remediation services, as described in this Statement of Work.

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.

STATEMENT OF WORK
FOR
ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES
DIGITAL CONTENT ADA REMEDIATION SERVICES AND INTERPRETATION AND/OR TRANSLATION OF DIGITAL CONTENT ADA REMEDIATION SERVICES

CONTRACTOR'S RESPONSIBILITIES

4.1 Personnel – Contractor (General)

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:

- Undergo background checks as set forth in Paragraph 7.5, Background and Security Investigations, of the Master Agreement.
- Comply with Paragraph 7.6, Confidentiality, of the Master Agreement.
- 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 Los Angeles County office.
- 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.

4.2 Personnel – Project Manager

4.2.1 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.

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

4.3 Personnel - Digital Document ADA Remediation Services

4.3.1 Contractor shall assign professionals (humans) to provide services as described in Section 2.0, Service Requests and Specific Work Requirements, of this Statement of Work, and that meet the following requirements:

- At least three (3) years of experience in digital document accessibility testing and remediation on forms and documents to ensure compliance with WCAG 2.1 Level A and AA regulations and guidelines.
- Be at least 18 years of age.
- Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
- Proficient with accessibility testing tools (e.g., JAWS, NVDA, VoiceOver, etc.), magnifiers, and alternative input devices.
- Hands-on experience with screen readers and keyboard-only navigation.
- Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information translated.
- Contractor's staff providing services shall display non-judgmental, culture-affirming attitudes and provide work in a professional and courteous manner.

4.4 Personnel – Translation of Digital Document ADA Remediation Services

4.4.1 Contractor shall assign professionals (humans) to provide services as described in Section 2.0, Service Requests and Specific Work Requirements, of this Statement of Work, and that meet the following requirements:

- At least three (3) years of experience in translating digital document accessibility testing and remediation on forms and

documents to ensure compliance with WCAG 2.1 Level A and AA regulations and guidelines.

- Be at least 18 years of age.
- Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
- Proficient with accessibility testing tools (e.g., JAWS, NVDA, VoiceOver, etc.), magnifiers, and alternative input devices.
- Hands-on experience with screen readers and keyboard-only navigation.
- Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information translated.
- Contractor's staff providing services shall display non-judgmental, culture-affirming attitudes and provide work in a professional and courteous manner.

4.5 Personnel - Digital Multimedia Content ADA Remediation Services

4.5.1 Contractor shall assign professionals (human) who are available to provide services as described in Section 2.0, Service Requests and Specific Work Requirements, of this Statement of Work, and that meet the following requirements:

- At least three (3) years of experience in digital multimedia accessibility testing and remediation on web-based video files (e.g., MP4, embedded videos on websites) to ensure compliance with WCAG 2.1 Level A and AA regulations and guidelines.
- Be at least 18 years of age.
- Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
- Proficient with accessibility testing tools (e.g., YouTube Accessibility Tools, WAVE, or media players with accessibility checkers).

- Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information translated.
- Contractor's staff providing services shall display non-judgmental, culture-affirming attitudes and provide work in a professional and courteous manner.

4.6 Personnel - Interpretation and/or Translation of Digital Multimedia Content ADA Remediation Services

4.6.1 Contractor shall assign professionals (human) who are available to provide services as described in Section 2.0, Service Requests and Specific Work Requirements for Interpretation and/or Translation of Digital Multimedia Content ADA Remediation Services, of this Statement of Work, and that meet the following requirements:

- At least three (3) years of experience in interpreting and/or translating digital multimedia accessibility testing and remediation on web-based video files (e.g., MP4, embedded videos on websites) to ensure compliance with WCAG 2.1 Level A and AA regulations and guidelines.
- Be at least 18 years of age.
- Have at a minimum a high school diploma or General Educational Development (GED) or its equivalent from another country.
- Proficient with accessibility testing tools (e.g., YouTube Accessibility Tools, WAVE, or media players with accessibility checkers).
- Adhere to the highest ethical standards, act professionally and maintain the confidentiality of the clients' records, and all information translated.
- Contractor's staff providing services shall display non-judgmental, culture-affirming attitudes and provide work in a professional and courteous manner.

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4.7 Training Requirements

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

4.7.2 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).

4.7.3 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:

- Information that specifies how the language fluency was verified/tested;
- Date that fluency was verified/tested;
- 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;
- Documentation demonstrating that the interpreter or translator has professional experience in the certified language; and
- Dates and types of all training provided by Contractor to meet confidentiality and non-disclosure requirements.

4.7.4 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, 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.

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,

APPENDIX D/EXHIBIT A

STATEMENT OF WORK
FOR
ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES
DIGITAL CONTENT ADA REMEDIATION SERVICES AND INTERPRETATION AND/OR TRANSLATION OF DIGITAL CONTENT ADA REMEDIATION SERVICES

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

STATEMENT OF WORK
FOR
ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES
PROOFREADING TRANSLATED DOCUMENT SERVICES

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STATEMENT OF WORK
FOR
ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES
PROOFREADING TRANSLATED DOCUMENT SERVICES

1.0 SCOPE OF WORK

1.1 Overview of Proofreading Translated Document Services

The purpose of this Statement of Work is for the provision of Proofreading Translated Document Services ("proofreading 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 meticulous review to check the translated document(s) against the original to ensure all content has been accurately translated, including checking for grammatical errors, incorrect verb tenses, misspelled words, punctuation errors, awkward phrasing, ensure legal compliance, and verify formatting. The objective of proofreading services is to convey the original tone and intent of a message to enable the Authorized Departments (AD's) to make sure translated documents are linguistically appropriate to County Customers.

1.2 Proofreading Translated Document Services Required

Contractor shall provide proofreading services of translated 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 confirm that the translated document is accurately translated from any written language, as identified in Section 1.3 below, to the originally written English source, or vice-versa, on an as-needed basis, as required by the AD.

Contractor shall provide proofreading 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, and Section 3.0 Infrastructure Requirements, of this Statement of Work.

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

1.3 Target Language(s) – Languages for Proofreading Services

Contractor shall proofread translated documents **from** any other written language and compare the document to the original English language

document to ensure all content has been accurately translated, as identified in Section 2.0 Definitions, 2.40 Target Language(s), of the Master Agreement, as may be required by the AD.

2.0 SERVICE REQUESTS AND SPECIFIC WORK REQUIREMENTS

SERVICE REQUESTS

The AD will contact Contractor via secure web portal or via email 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(s) to be proofread in an editable format including the original English language document(s) or vice-versa; and

d) provide any additional information needed.

Standard Service Request (10+ days)

2.1 Upon receipt of a Standard Service Request for **proofreading services**, Contractor shall:

- acknowledge receipt of service request received by responding to the AD within ten (10) business hours;
- provide confirmation of ability to perform services within three (3) business day of the service request from the AD; and
- proofread documents, including second translator review, and provide a form of certification of accuracy within ten (10) business days or at a later date as determined by the AD and as confirmed through the Service Request Packet provided by the AD.

Standard Service Request (5 to 10 days)

2.2 Upon receipt of a Standard Service Request for **proofreading services**, Contractor shall:

- acknowledge receipt of service request received by responding to the AD within two (2) business hours;
- provide confirmation of ability to perform services within two (2) business day of the service request from the AD; and

- proofread documents, including second translator review, and provide a form of certification of accuracy within five (5) to nine (9) business days from the date of request from the AD and as confirmed through the Service Request Packet provided by the AD.

Expedite Service Request

2.3 Upon receipt of an Expedited Service Request for **proofreading services**, Contractor shall:

- acknowledge receipt of service request received by responding to the AD within one (1) hour;
- provide confirmation of ability to perform services within one (1) business day of the service request from the AD; and
- proofread documents, including second translator review, and provide a form of certification of accuracy within four (4) to two (2) business days from the date of request from the AD and as confirmed through the Service Request Packet provided by the AD.

Urgent Service Request

2.4 Upon receipt of an Urgent Service Request for **proofreading services**, Contractor shall:

- acknowledge receipt of service request received by responding to the AD within one (1) hour;
- provide confirmation of ability to perform services within four (4) hours of the service request from the AD; and
- proofread documents, including second translator review, and provide a form of certification of accuracy within 24 hours, which includes weekends, evenings, and County observed holidays, from the date of request from the AD and as confirmed through the Service Request Packet provided by AD.

Emergency Service Request (Day of Service Request)

2.5 Upon receipt of an Emergency Service Request (Day of Service Request) for **proofreading services**, Contractor shall:

- acknowledge receipt of service request received by responding to the AD within one (1) hour;
- provide confirmation of ability to perform services within two (2) hours of the service request from the AD; and

- proofread documents, including second translator review, and provide a form of certification of accuracy within six (6) hours, which includes weekends, evenings, and County observed holidays, from the date of request from the AD and as confirmed through the Service Request Packet provided by AD.

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

SPECIFIC WORK REQUIREMENTS

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 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.

2.8 Contractor shall provide proofread document(s), in which a second translator review has been conducted to ensure accuracy in translation, as described in this Statement of Work, to AD for review and confirmation of satisfactory completion.

2.9 Contractor shall, at no additional cost to County, work with AD to make any adjustments and modifications to document to ensure satisfactory completion.

2.10 County shall withhold payment for services provided until AD determines requested services have been satisfactorily completed.

2.11 Contractor shall provide services to AD in accordance with laws, regulations, and the terms of the Master Agreement.

2.12 Contractor shall ensure a readability level no greater than the source document and at approximately a 6th grade level.

STATEMENT OF WORK
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PROOFREADING TRANSLATED DOCUMENT SERVICES

2.13 Contractor shall return 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.

2.14 Contractor shall ensure that the content, including unknown words, is not word for word from the source language. Proofread translation of any document content shall adhere to the requirements described in Section 4.1.6, Contractor's Responsibilities, of this Statement of Work.

2.15 Contractor shall ensure that the 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.

2.16 Contractor shall maintain adequate records on each service performed in sufficient detail to permit an evaluation of 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 or services requested;

c) Number of words;

d) Number of pages;

e) Name of translator; and

f) Time spent providing proofreading services per request.

2.17 Contractor shall provide a form of certification of accuracy after providing proofreading services.

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 descripted 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.

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 - Contractor (General)

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:

- Undergo background checks as set forth in Paragraph 7.5, Background and Security Investigations, of the Master Agreement.
- Comply with Paragraph 7.6, Confidentiality, of the Master Agreement.
- 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 Los Angeles County office.
- 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.

4.2 Personnel – Project Manager

4.2.1 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.

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

4.3 Personnel - Proofreading Services

4.3.1 Contractor shall assign professionals (humans) 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 proofreading 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.

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 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.

4.4 Training Requirements

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

4.4.2 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).

4.4.3 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.\

4.4.4 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, 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.

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.

STANDARD EXHIBITS

A Statement of Works, Category 1 through 8

B Price Sheets, Category 1 through 8

C Sample: Service Request Forms Packet

- Service Request Form
- Code of Ethics, Professional Conduct and Confidentiality Statement
- Certifications
- Confidentiality Forms

D Sample: Acceptance Form

E County's Administration

F Contractor's Administration

UNIQUE EXHIBITS

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

H Health Information Technology For Economic and Clinical Health Act ("HITECH")

I Information Security and Privacy Requirements

J Digital Accessibility Requirements

ATTACHMENTS

Attachment 1 Skill Categories

Attachment 2 County Department List

Attachment 3 Contractor Discrepancy Report

Attachment 4 Incident Form

Attachment 5 Performance Requirements Summary

ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES (ODITS)

SERVICE REQUEST FORM: CATEGORY 3-8

DEPARTMENT NAME: _____

EMPLOYEE NAME: _____

EMPLOYEE NUMBER: _____

EMPLOYEE EMAIL: _____

COST CENTER NUMBER: _____

Per the Contractor's instructions, How to Access Services, documented in the ODITS Program Handbook, this form **may or may not** need to be completed by the **AD Requester** and provided to the Contractor.

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

☐ Digital Content ADA Remediation Services and Interpretation and/or Translation of Digital Content ADA Remediation Service

☐ Proofreading Translated Document Service

C. Language Pairs of the Services to be Performed

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

D.

ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES (ODITS)

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**:**

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.

ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES (ODITS)

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 is required to: (**AD Requester**, 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):

FEES FOR PRODUCTS AND SERVICES:

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

#	Services	Rate

REVISIONS:

All revisions to the original request must be made, in writing, attached to the original documentation, and emailed to the Contractor. All revisions must comply with any requirements contained in the master agreement.

ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES (ODITS)

SERVICE REQUEST FORM: CATEGORY 3-8

CODE OF ETHICS, PROFESSIONAL CONDUCT, AND CONFIDENTIALITY STATEMENT

*(Note: This Certification may be used **IF** the AD Requester requires such certifications prior to the work beginning.)*

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 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.

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.
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 themself 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 possible termination of the master agreement. The Contractor must maintain a copy of a signed Code of Ethics, Professional Conduct and Confidentiality Statement, or similar to, that at a minimum, contains the above information 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.

I, the undersigned Interpreter/Translation, have read and agree to the Code of Ethics, Professional Conduct and Confidentiality Statement and agree to perform the described work herein.

Interpreter/Translator Signature: _____

Date: _____

ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES (ODITS)

SERVICE REQUEST FORM: CATEGORY 3-8

CERTIFICATIONS OF EMPLOYEES

*(Note: This certification is to be signed and returned to County **IF** the AD Requester requires such certifications prior to the work to begin.)*

1. EMPLOYEE STATUS

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) is (are) working for this company/organization; (3) and this company/organization will pay wages to the individual(s) for the entire time period covered by the Service Request.

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
      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, the undersigned Contractor, have read and agree to the above statements.

Contractor Name: _____

Contractor Signature: _____

Title: _____

Date: _____

ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES (ODITS)

SERVICE REQUEST FORM: CATEGORY 3-8

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

*(Note: This certification is to be signed and returned to County **IF** the AD Requester requires such certifications prior to the work to begin.)*

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES (ODITS)

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.

I, the undersigned Contractor, have read and agree to this agreement.

Contractor Name: _____

Contractor Signature: _____

Title: _____

Date: _____

ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES (ODITS)

SERVICE REQUEST FORM: CATEGORY 3-8

ISD ACCEPTANCE AND SIGNOFF FORM

~~~~~~~~~~~~~~~~REQUIRED FORM~~~~~~~~~~~~~~~~

This form is required under the master agreement to be completed by **AD Requester** and returned to the Contractor. Contractor will include the signed form with their invoice to verify services were completed.

COMPLETED BY CONTRACTOR AND SENT TO AD REQUESTER:

DATE REQUEST SUBMITTED: _____

CONTRACTOR NAME: _____

COMPLETED BY AD REQUESTER:

Type of Service Request:

☐ Standard ☐ Expedited ☐ Urgent ☐ Emergency

- ☐ More than 10 days' notice
- ☐ 5 to 10 days prior

Type of Service:

☐ Document Translation

☐ In Person Oral Interpretation

☐ In Person Sign Language

☐ 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

☐ Digital Content ADA Remediation and Interpretation and/or Translation of Digital Content ADA Remediation Services

☐ Proofreading Translated Document Services

ON-DEMAND INTERPRETATION AND TRANSLATION SERVICES (ODITS)

The services/deliverables were:

1) Timely: ☐ 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/deliverables.

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

Level of satisfaction:

☐ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor

Comments, if any:

By signing the ISD Acceptance and Signoff Form, I agree that the services/deliverables listed above are accepted and Contractor can invoice for services rendered.

DEPARTMENT NAME: _____

EMPLOYEE NAME & NUMBER: _____

COST CENTER NUMBER: _____

DATE: _____

EXHIBIT E

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY'S MASTER AGREEMENT PROGRAM DIRECTOR (MAPD):

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
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: _____

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Email Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Email Address: _____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Email Address: _____

Notices to Contractor shall be sent to the following address/email:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Email Address: _____

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 knowledge 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 knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate 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 or ally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

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

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual who's Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b)The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

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

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

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

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

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

(vi) The notification required by paragraph (a) of this section shall be written in plain language Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies.

Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate’s performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate’s obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

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

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the 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.

EXHIBIT J

DIGITAL ACCESSIBILITY REQUIREMENTS

These requirements are compliance standards for all websites, applications, documents, and video content published by or on behalf of the County of Los Angeles ("County") to ensure meeting accessibility requirements for individuals with disabilities, including those who rely on assistive technologies. These requirements are based on Title II of the Americans with Disabilities Act (ADA), which requires state and local governments to provide equal access to programs, services, and activities; and the Web Content Accessibility Guidelines (WCAG) 2.1 Levels A and AA, which define international requirements for accessible web content.

These requirements apply to County contractors responsible for developing, maintaining, or publishing digital content. This includes digital content included on external and internal websites, web applications, mobile applications, documents, multimedia, social media, maps and dashboards, and third-party applications.

Definitions

- **Web Content Accessibility Guidelines WCAG 2.1:** Version 2.1, developed by the W3C. Web Content Accessibility Guidelines (WCAG) 2.1 covers a wide range of recommendations for making web content more accessible. Following these guidelines will make content more accessible to a wider range of people with disabilities, including accommodations for blindness and low vision, deafness and hearing loss, limited movement, speech disabilities, photosensitivity, and combinations of these, and some accommodation for learning disabilities and cognitive limitations; but will not address every user need for people with these disabilities. These guidelines address accessibility of web content on any kind of device (including desktops, laptops, kiosks, and mobile devices). The guidelines are intended to make web content more usable to users in general.
- **Level A/AA:** Conformance levels representing basic and intermediate accessibility requirements.
- **Assistive Technology:** Devices or software (e.g., screen readers, magnifiers) that help individuals with disabilities interact with digital content.
- **Automated Testing:** The use of software tools to scan digital content for accessibility issues that can be detected programmatically. Automated testing identifies issues such as missing alt text, low color contrast, improper heading structures, and keyboard traps.
- **Manual Testing:** The process of using human testers to evaluate accessibility success criteria that automated tools cannot reliably detect. This includes testing keyboard navigation, focus order, screen reader behavior, error messaging, and content structure.
- **Success Criteria:** Written as testable statements that are not technology-specific. Guidance about satisfying the success criteria in specific technologies, as well as general information about interpreting the success criteria, is provided in separate documents. Reference the Web Content Accessibility Guidelines (**WCAG**) Overview for an introduction and links to WCAG technical and educational material.

Digital Accessibility Requirements

A. **Websites and Web Applications**

Websites and web applications must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **Automated Testing:** Websites and web applications must meet at least 90% of the 24 WCAG 2.1 Level A and AA success criteria designated for automated testing. See the Success Criteria Reference for the full list.
- **Manual Testing:** Websites and web applications must meet the 10 WCAG 2.1 Level A and AA success criteria designated for manual testing. See the Success Criteria Reference for details.
- **Accessibility Statement:** Pages must include a link to the County's accessibility statement and a contact form allowing users to submit accessibility requests.

B. **Mobile Applications**

Mobile apps must meet the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content:** Provide text alternatives for non-text content that serves the same purpose.
- **1.3.1 Info and Relationships:** Content, structure and relationships can be programmatically determined.
- **1.4.3 Contrast (Minimum):** Text and images of text must have a contrast ratio of at least 4.5:1 against their background.
- **1.4.4 Resize Text** - Text can be resized to 200% without loss of content or function.
- **1.4.5 Images of Text -** Don't use images of text.
- **1.4.11 - No text Contrast -** The contrast between user interface components, graphics and adjacent colors is at least 3:1
- **2.1.1 Keyboard:** Functionality must be operable through a keyboard interface without requiring specific timings.
- **2.4.3 Focus Order:** Navigation must follow a meaningful and logical order when moving focus through interactive elements.
- **2.4.4 Link Purpose (In Context):** The purpose of each link must be clear from the link text alone or its context.
- **3.3.1 Error Identification:** If an input error is detected, it must be identified and described to the user in text.
- **4.1.2 Name, Role, Value:** UI components must expose their name, role, and value to assistive technologies.

C. **Documents**

Accessibility issues identified by the built-in accessibility checker in PDF, Word, Excel, and PowerPoint must be remediated.

D. **Multimedia**

Video content must comply with criteria 1.2.1, 1.2.2, and 1.2.4. Refer to the success criteria reference for further guidance.

- **1.2.1** Audio-only and Video-only (Prerecorded): Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2** Captions (Prerecorded): Add synchronized captions to prerecorded videos with audio. Captions must include spoken dialogue and important non-speech information like sound effects or music.
- **1.2.4** Captions (Live): Add captions to live videos.

Social Media
Social media content must comply with the following requirements. Refer to the success criteria reference for further guidance.

- **1.1.1 Non-text Content**: Non-text content must have a text alternative that serves the same purpose. Posts with flyers, advertisements, etc. must be accompanied by a text equivalent.
- **1.2.1 Audio-only and Video-only (Prerecorded):** Provide alternatives for audio-only content (such as transcripts) and for video-only content (such as descriptive text or audio tracks that describe visual information).
- **1.2.2 Captions (Prerecorded):** Add synchronized captions to prerecorded videos with audio.
- **1.3.2 - Meaningful Sequence:** Present content in a meaningful order. The reading order of post content (text, hashtags, mentions) must make sense when read chronologically.
- **1.4.3 Contrast (Minimum):** Text must have enough contrast against backgrounds.

Maps and Dashboards
Maps and dashboards must comply with the following requirements. Refer to the success criteria reference for further guidance.

The text alternative must convey the same information presented on the map. A skip button must be provided to allow users to bypass the map and access the text alternative directly.

- **1.1.1 Non-text Content**: Non-text content must have a text alternative that serves the same purpose.
- **1.3.3 Sensory Characteristics** Don't rely on shape, color, size, sound, or visual position alone to convey meaning or instructions.
- **1.4.1 Use of Color**: Color must not be the sole means of conveying information.
- **1.4.3 Contrast (Minimum)**: Text and images of text must have a contrast ratio of at least 4.5:1.
- **2.1.1 Keyboard**: Functionality must be operable through a keyboard interface.
- **2.5.1 Pointer Gestures** Multi-point and path-based gestures can be operated with a single pointer

E. **Third-Party Applications**

Contractors providing third-party applications are required to meet all applicable County accessibility requirements set forth in this document.

Contractors must complete a self-assessment of their product, similar to a Voluntary Product Accessibility Template (VPAT), to document and demonstrate their compliance.

F. **Exceptions**

In accordance with ADA guidance, the following types of content are exempt from full compliance under specific conditions:

- **Archived Web Content:** Content created before the compliance date, retained for reference or recordkeeping, in a dedicated archive, and not updated.

  Example: Historical city council meeting minutes stored in an archive section without modifications.

- **Preexisting Conventional Electronic Documents:** Documents (e.g., PDFs, Word, Excel) created before the compliance date, not intended for active use.

  Example: An old PDF report from 2015 available on the website for historical reference.

- **Third-Party Content:** Content posted by external parties not under County contract (e.g., public comments on forums).

  Example: Comments or posts made by the public on a County-managed forum.

- **Individualized, Password-Protected Documents:** Personalized, secure documents (e.g., employee-specific benefits statements).

  Example: A personalized benefits statement accessible only to a particular employee.

- **Preexisting Social Media Posts:** Content posted before the compliance date on official social media accounts.

  Example: A Facebook post from 2020 on the County's official page.

Even if content qualifies as an exception, Contractors must provide alternative formats upon request.

G. **Monitoring and Enforcement**

- Departments are required to provide status of remediation progress every two weeks using the accessibility compliance tracker.
- The accessibility dashboard will be used to monitor compliance benchmarks.
- Training and resources will be provided to ensure compliance across teams.