

# Code of Conduct/Ethics

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## **A Message from LSA's Chairman and CEO**

Our tradition of a “can-do” attitude is the foundation of our success and has become our philosophy here at LSA. We hope you share that approach in the manner in which you provide independent interpretation and translating services for LSA's customers, which expect the highest level of quality interpretation, translation and localization service every day.

I started this company in 1991 on my own using my kitchen table as my first desk. I was responsible for everything. As the company grew I reached out to talented independent interpreters who joined LSA's network of superior linguists. That allowed me to expand the business to what it is today – a company with excellent customer service that operates with the highest ethical standards.

All of the interpreters in the LSA network have agreed to provide their services in accord with the law and the high standards of professional organizations of interpreters and translators. As part of LSA's mission to providing superior customer service and our ongoing commitment to integrity and excellence, it is important for each of us to conduct ourselves in this fashion. This Code is a guide for best practices that I hope you will adopt as your own in fulfilling your obligations to comply with the law, ethical standards in the profession, and the high expectations of customers.

The entire team at LSA is open to communication with you and we look forward to sharing thoughts and ideas about how LSA can better serve our customers and how you as an independent interpreter can provide excellent services to LSA clients. We are here for you, ready to answer any questions you might have. Thank you for taking the time to read this message. I expect you will find this Code to be fully consistent with your own high-minded business practices.

Best Wishes,

Laura K.T. Schriver  
Chairman and CEO

LSA's toll free Compliance & Ethics hotline: 833-234-4831.  
You may report a legal or ethical issue confidentially or request advice.

### **Introduction:**

Language Services Associates (“LSA” the “Company”) is committed to providing our clients with the best possible service in a global environment. We manage our business with integrity and the highest ethical standards, striving to always do the right thing. LSA's core values of service, integrity, quality, innovation, and passion are at the heart of our corporate culture and set the standard for those that we engage.

LSA has adopted this Code of Conduct (“Code”), which has been approved by the Executive Team, as its company standard. We expect all of our service providers to operate consistent with law and at a high level of quality and ethics consistent with industry standards including the standards set by professional organizations of interpreters and translators. This ensures that our clients continue to have trust and confidence in LSA and our network of outstanding linguists. Within this Code of Conduct, LSA has established clear guidelines based on legal regulations, industry standards and client requirements. We encourage all Interpretation Partners to promptly report any violations of law or ethical obligations. You may also request advice on a particular law or ethical obligation in order for you to decide how you, as an independent linguist in this industry, will conduct your affairs and render services. While you decide how to provide your independent services, we hope you will make one of your own best practices to do the right thing, use good judgement, and ask questions whenever you are unsure of the best approach.

Clarification of legal standards, regulations and client requirements may be obtained by consulting with LSA's Quality Assurance or Compliance Department.

### **To Whom does this Code of Conduct Apply:**

We hope each of our interpretation partners (both independently contracted linguists and language interpretation agencies) will incorporate and apply the ideals set forth in this Code. Interpretation Partners in our network contribute to our success; we hold them to the high standards and level of service that they have agreed to provide to LSA and our clients.

### **Interpretation Partner Responsibilities:**

As an Interpretation Partner of LSA, we have every reason to expect that you will follow all aspects of the Code, including but not limited to industry standards, client requirements, legal regulations, and all government compliance program requirements. In addition, LSA has every reason to expect that you will promptly report any confirmed or perceived violation of these requirements and standards. We ask that, within your first month in which you have begun to render services to our clients as an Interpretation Partner and each year thereafter, you certify that you have read and understand this Code. This will provide LSA's clients with a great deal of confidence that the interpretation and translating services they are receiving meets their expectations.

### **Compliance with Laws:**

LSA does not seek to gain an edge through unfair competition as defined by the law. LSA complies with all antitrust laws and never makes agreements with competitors that create monopolies or stifles competition. LSA forbids illegally obtaining or using proprietary information from competitors, as well as using deceptive means to gain such information. LSA is committed to complying with all Federal, State, and Local laws including, but not limited to, fraud, conflict of

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interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). Violation of these types of laws by an Interpretation Partner is contrary to their Agreement with LSA to conduct their services in accordance with law and, as a result, may constitute grounds to terminate the Agreement for breach or to afford the Interpretation Partner an opportunity to cure the breach in lieu of termination.

As a downstream entity, LSA is committed to meeting federal health care program requirements, providing services to clients who are covered by Medicare, Medicaid, TRICARE and other federal health care programs. Federal health care programs have many legal requirements that are designed to ensure that taxpayer dollars are spent only on care that is needed and of appropriate quality, including Fraud, Waste and Abuse. LSA is fully committed to following the requirements of all federal health care programs; and, a violation of these types of laws by an Interpretation Partner may constitute grounds to terminate the Agreement for breach or to afford the Interpretation Partner an opportunity to cure the breach in lieu of termination.

Interpretation Partners represent that, consistent with federal law, each time an interpreting or translating assignment is accepted, you are certifying and attesting that you are not currently excluded, and have not at any other time been excluded from participation in a federally funded CMS program.

### **Compliance with Industry Standards:**

Interpretation Partners represent that they are qualified and capable of providing interpretation / translation services meeting industry standards and all legal requirements. Interpretation Partners also warrant that they shall adhere at all times to industry standards for quality, process, procedure and professionalism during the performance of services in all Assignments.

### **Compliance with Client Requirements:**

In connection with any particular Assignment or group of Assignments accepted by Interpretation Partners, Interpretation Partners agree to provide such services to the client in conformity with all lawful client requirements that are communicated to you by the client (or by LSA, on behalf of the client), adhering at all times with the privacy, confidentiality and non-disclosure requirements imposed by law or by the client.

### **Compliance with Drug-Free Workplace Act:**

LSA provides a Drug and Alcohol Free Workplace and prohibits the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace by its own employees. Interpreting or translating while under the influence of a controlled substance is inconsistent with applicable ethical requirements and your contractual obligations with LSA to provide services consistent with law and industry standards and may result in the termination of your Agreement for breach. If any customer of LSA for whom you provide services has any requirement regarding unlawful use or possession of drugs or disclosure of any conviction under a criminal drug law, it is understood that you will adhere to any such reasonable customer requirements if you wish to conduct interpreting or translating for such client. It is expected as part of industry standards that any person convicted of a drug violation will notify LSA promptly. We request that you do so in writing within 5 days of the conviction. A conviction related to the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance may result in termination of Agreement for cause or the Interpretation Partner may be afforded an opportunity to cure the breach in lieu of termination by, for example, satisfactory participation in a drug abuse assistance or rehabilitation program.

**Conflicts of Interest:**

Any time a potential conflict arises, Interpretation Partners are expected as part of industry standards to notify the Director of Compliance of the issue immediately, consistent with applicable legal standards and ethical standards of professional associations of interpreters and translators. Failure to disclose and withdraw from conflicts of interest may result in termination of Agreement for cause or the Interpretation Partner may be afforded an opportunity to cure the breach in lieu of termination. If you have questions about whether a situation presents a conflict or you become aware of a conflict, you are strongly encouraged to contact your professional interpreting / translating association or contact the LSA Compliance Department at 215-259-7000 x-55141; alternatively, you can report the concern anonymously on LSA's Compliance Hotline, 833-234-4831. LSA complies with the Anti-Kickback Act as well as other laws prohibiting payment of money or anything of value to government officials and third parties for the purpose of improperly influencing their actions. LSA is committed to reporting any incidences of Fraud, Waste and Abuse. All Interpretation Partners are required by law to comply with Fraud, Waste and Abuse legal regulations and are provided with information on how to report suspected cases of Fraud, Waste, and Abuse. If an individual suspects Fraud, Waste, or Abuse, they can report it to the LSA Director of Compliance or by calling the Compliance Hotline at 833-234-4831. LSA has a strict non-retaliation policy for individuals who report such cases.

**Use of Social Media:**

Interpretation Partners are requested to refer all press, media and legal inquiries regarding LSA to the President of LSA, as the Agreement with LSA provides that you are not an agent of the company. Likewise, because Interpretation Partners are not agents of LSA, they have no legal authority to respond on behalf of LSA or create the impression that they are official Company spokespersons or speaking on behalf of the Company. Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions.

The law and ethical obligations established by professional interpreting and translating associations also prohibit Interpretation Partners from using any electronic communication tools or information systems (including tools and systems not owned by LSA) in blogging, interactive chatting or posting, e-mailing, "social networking" or other electronic communication activity in any manner that could:

- interfere with LSA's or any other third party's information systems;
- disclose confidential or proprietary client or third-party information, or compromise client or third party security;
- include unauthorized use of the Company's trademarks or other intellectual property;
- include unauthorized claims about Company products and services;
- include any comments that are sexually explicit, profane, obscene, harassing, fraudulent, racially discriminatory, defamatory, threaten violence or otherwise are considered unlawful; or
- include information about the Company and / or its Interpretation Partners or clients that is false or otherwise violates any law, rule or regulation, including HIPAA (Health Insurance Portability and Accountability Act) laws.

**Safeguarding Assets**

As an Interpretation Partner you must comply with the legal requirements set forth in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the rules and regulations promulgated thereunder including but not limited to the "Privacy Rule," the

“Security Rule,” and the “Breach Notification Rule,” which is found at 45 C.F. R. Parts 160, 162 and 164 (collectively referred to as the “HIPAA Rules”).

Client confidentiality is a critical component in LSA’s client service expectations. In connection with any particular Assignment or group of Assignments you accept, you agree to provide such services to the Client in conformity with all lawful Client requirements that are communicated to you by the Client (or by LSA, on behalf of the Client), adhering at all times with the privacy, confidentiality and non-disclosure requirements imposed by the client or by law.

Consistent with industry standards, it is expected that Interpretation Partners will report a possible misuse or breach of data to the LSA Compliance and Security departments, the Compliance Hotline, or a responsible government official or law enforcement agent as soon as it occurs.

Common examples of client and third party personally identifiable information that the law protects include:

- Social Security number (SSN)
- Date of birth (DOB)
- Mother’s maiden name
- Email address
- Driver’s license number
- Passport number
- W-2s
- Pay stubs
- USCIS Number

In accordance with industry standards, Interpretation Partners are expected to employ reasonable and appropriate administrative, technical, and physical safeguards to protect the integrity (accuracy), confidentiality (privacy), and security (protection from disclosure) of all sensitive and personal information, regardless of its source or ownership or the medium used to store it.

LSA also protects our clients’ intellectual assets, maintaining confidentiality. LSA keeps proprietary information confidential of clients and third parties and discloses it only to those who are authorized to know and only in accordance with LSA client requirements and legal regulations. We take the necessary steps to prevent identity and information theft by avoiding discussion of sensitive matters where they might be overheard, by protecting social security numbers and other personal data, by password protecting computers and securing our systems from unauthorized access, by not sharing or divulging passwords or sensitive documents, and by following industry standard IT protocols. Breaches of the above are expected to be immediately reported to the LSA Compliance Department or reported anonymously on LSA’s Compliance Hotline, 833-234-4831, or to a responsible government official or law enforcement agent.

### **Respect and Trust:**

At LSA, we believe in a diverse, equitable and inclusive environment, one that is grounded in our dedication to the health and well-being of all people. Respecting, nurturing, and encouraging diversity of thought, background, and experience contribute to positive work environments that result in exceptional service. LSA provides equal opportunity employment and affirmative action programs to its employees that embrace the unique characteristics of our people and our communities and that encourage continuous individual improvement. We embrace the diversity of our colleagues, vendors, independently contracted linguists and clients. We prohibit discrimination on the basis of race, ethnicity, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, veteran status or any other characteristic protected by law. We embrace diversity because it is our culture, and it is the right thing to do. We are committed to providing reasonable accommodations to our employees who have qualified physical or mental disabilities, consistent with the law.

LSA expressly prohibits harassment including, but not limited to, sexual harassment, by or of any of its employees or clients. LSA also prohibits any form of retaliation against any employee for filing a complaint involving such harassment

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or for assisting in a complaint investigation. Specifically prohibited is any type of behavior by or to an employee involving verbal, physical or visual conduct which harasses, disrupts or interferes with another's work performance, or which creates an intimidating, offensive or hostile work environment.

It may also be a violation of federal, state, and local laws for Interpretation Partners and other third parties to engage in sexual harassment or other forms of unlawful harassment against employees of LSA or of the clients for whom services are being rendered. This means that the law forbids such harassment against employees of LSA's customers for whom you provide independent interpreting/translation services and against those individuals for whom you may provide interpretation services. Violation of the law against unlawful sexual and other forms of harassment of employees may result in the termination of Agreement or the Interpretation Partner may be afforded an opportunity to cure the breach in lieu of termination.

### **Reporting Violations**

If Interpretation Partners, vendors, or clients have reason to believe that someone acting on LSA's behalf has violated LSA's Code of Conduct, the False Claims Act, the Anti-Kickback Act, has committed an act of Fraud, Waste, or Abuse, or has violated a professional code of ethics in any way, it is expected that they will report the violation. Knowingly failing to report such violations (perceived or actual) may be a violation of your Agreement with LSA and may result termination for breach or the Interpretation Partner may be afforded an opportunity to cure the breach in lieu of termination. LSA will not retaliate against individuals for reporting violations in good faith. In addition, if LSA finds that there has been a violation under any contract that is funded in whole or in part by the US Government, we will promptly, in writing, report the possible violation to the appropriate government authorities. LSA will fully cooperate with government authorities during investigations of possible violations.

You may ask a question or report a concern or violation by contacting:

- LSA's Director of Compliance at 800-305-9673 x-55141 or [jbralow@lsaweb.com](mailto:jbralow@lsaweb.com)
- LSA's Compliance Administration Coordinator at 800-305-9673 x-55780 or [druvolo@lsaweb.com](mailto:druvolo@lsaweb.com)
- LSA's Security Officer at 800-305-9673 x-55208 or [jzubey@lsaweb.com](mailto:jzubey@lsaweb.com)
- LSA's Compliance & Ethics hotline at 833-234-4831. You may report an issue confidentially or leave your name and number if you would like a returned call.