

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



427

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
November 24, 2009

SUBJECT: Professional Services Agreement between Language Line Services and Riverside County Regional Medical Center (RCRMC)

FORM APPROVED COUNTY COUNSEL
BY: SP-7 Miller 11/16/09
DATE
BEAUFORD T. MILLER, JR.
Departmental Concurrence

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Approve and authorize the Chairman of the Board to execute the professional services agreement with Language Line Services, without securing competitive bids, in accordance with Ordinance 459.4 for the period between December 1, 2009 through June 30, 2010, for an aggregate amount of \$100,000 annually, and
- 2) Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, which contains an option to renew the above agreement for four-(4) additional one-year periods, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

BACKGROUND: Riverside County Regional Medical Center's (RCRMC) goal is to assist patients and their families by offering interpretation services in their native language to increase understanding of hospitals procedures, physician and medication instructions, and informed as to the contents of various documents they may be signing.
(continued -- 2 pages in total)

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 100,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% - Hospital Enterprise Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 11/20/07; #3.40 **District:** All **Agenda Number:**

SUBJECT: Professional Services Agreement between Language Line Services and
Riverside County Regional Medical Center (RCRMC)

BACKGROUND (Continued):

County Purchasing released a countywide Request for Proposal (RFP), to secure interpretation services, and awarded a contract to one vendor, Interpreters Unlimited, Inc.

Although the evaluation team reviewed and scored each proposal based on the bidder's overall responsiveness to the RFP requirements, the countywide awarded vendor does not meet the standard requirements as a vendor qualified to participate with the Health Care Interpreters Network (HCIN), a network of county public hospitals pooling their language interpreter resources, designed to meet their patient and clinical staff needs. HCIN uses remote interpreting technology to provide audio and/or video language interpreting services.

On November 20, 2007 (Agenda Item #3.40), the Board approved the agreement with Contra Costa Regional Health Foundation that operates the HCIN program. In 2009, HCIN became its own separate 501(c) organization, acquiring the agreement from Contra Costa Regional Health Foundation.

Language Line Services, Inc. was the vendor of choice by HCIN and is qualified to participate in the Network system of shared interpreter services. Language Line also employs interpreters, who are medically certified through healthcare specific training which meets the hospitals standards and needs.

PRICE REASONABLENESS:

As a result of RFP PUARC1098, the evaluation team recommended to the Board that Interpreters Unlimited, provide these services and receive the contract award. However, Language Line has proven to be far less costly for interpretation services than what has been awarded to a countywide awarded vendor. Language Line offers \$1.10 per minute of interpretation services versus the countywide awarded vendor's rate of \$2.00 per minute.

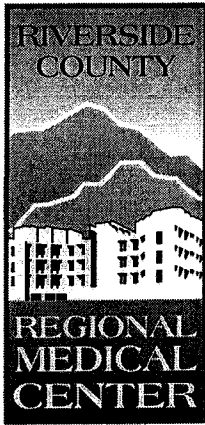
ATTACHMENT:

Professional Services Agreement between RCRMC and Language Line Services

REVIEW/APPROVAL:

County Counsel
County Purchasing

DB:ns



Memorandum

October 29, 2009

To: Riverside County Board of Supervisors

From: Douglas D. Bagley, Chief Executive Officer
Riverside County Regional Medical Center

Via: Riverside County Purchasing Agent

Subject: **Sole Source Justification Request for Language Line Services**

The below information is provided in support of my Department requesting approval for a sole source. Please note that outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested:

Over-the-phone and live video interpretation services.

Supplier being requested:

Language Line Services

Alternative suppliers that can or might be able to provide supply/service:

None identified who meet the standard requirements as a vendor qualified to participate within the Health Care Interpreter Network (HCIN), a network of county public hospitals pooling their language interpreter resources.

Extent of market search conducted:

Internet and current suppliers registered with COUNTY Purchasing

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

- **Language Line is the vendor of choice by the network and is qualified to participate with HCIN system of shared interpreter services to provide interpretation services, offering the best rate(s) to Riverside County Regional Medical Center (RCRMC).**
- **They provide fully redundant systems at all levels of operation to provide customers with dependable, 24/7 interpretation services.**

- They deliver telephone interpretation-including fiber access facilities, optical and T3/T1 multiplexers, PBX architecture, IVR platforms, CTI and Sun/Oracle databases at their facility.
- In the event of equipment malfunction or catastrophic event at the primary center, calls are easily routed to an alternate location.


Reasons why my department requires these unique features and what benefit will accrue to the county:

- Since 2006, this vendor has provided over-the-phone interpretation services to RCRMC, offering over 170 languages.
- It is the only vendor qualified to participate with HCIN offering the best rate(s) to RCRMC.
- This vendor employs interpreters who are medically certified through healthcare specific training, which meets the hospitals standards and needs.
- The connection time to a Spanish interpreter averages a connect time of 9.3 seconds enabling speedy services to RCRMC clients/patients.
- This vendor provides compliance with the HIPAA privacy rules and facilitates the transfer of sensitive information between caregiver and the Limited English Proficient patients.

Price Reasonableness:

Language Line has proven to be far less costly for interpretation services than what has been usually awarded to a COUNTY wide awarded vendor. Language Line offers \$1.10 per minute of interpretation services versus the COUNTY wide awarded vendor's rate of \$2.00 per minute.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? **No.**



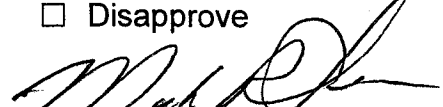
Department Head Signature

11/2/09

Date

Purchasing Department Comments:

- Approve
- Approve with Condition/s
- Disapprove



Purchasing Agent

11-9-09

Date

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

1 This Agreement is made and entered into by and between the County of
2 Riverside, a political subdivision of the State of California, through its Medical
3 Center, (Riverside County Regional Medical Center) hereinafter referred to as
4 COUNTY, and Language Line Services, Inc., hereinafter referred to as
5 CONTRACTOR.

6 WHEREAS, Government Code Section 31000 authorizes the COUNTY to
7 contract for special services to be provided by persons/entities who are specially
8 trained, experienced and competent to perform the services required; and

9 WHEREAS, Contractor has the expertise, special skills, knowledge and
10 experience to perform the duties set out herein;

11 NOW THEREFORE, in consideration of the mutual promises, covenants
12 and conditions hereinafter contained the PARTIES hereto mutually agree as
13 provided on pages 1 through 24, Exhibit A and Attachment A, attached hereto
14 and incorporated herein.

15 **1.0 HIPAA BUSINESS ASSOCIATE AGREEMENT**

16 The CONTRACTOR in this Agreement is subject to all relevant requirements
17 contained in the Health Insurance Portability and Accountability Act of 1996
18 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and
19 regulations promulgated subsequent thereto. CONTRACTOR shall adhere to all
20 terms and conditions as outlined and specified in Attachment A, consisting of 7
21 pages, attached hereto and by this reference incorporated herein.

22 //

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

23 **2.0 DESCRIPTION OF SERVICES**

24 2.1 CONTRACTOR shall provide Riverside County Regional
25 Medical Center with over-the-phone and on-site interpretive language services as
26 specified in Section 3.0 of this Agreement.

27 2.2 CONTRACTOR represents and maintains that it is skilled to
28 perform all services, duties and obligations required by this Agreement to fully
29 and adequately complete the services. CONTRACTOR shall perform the
30 services and duties in conformance to and consistent with the standards
31 generally recognized by professionals in the same discipline in the State of
32 California. CONTRACTOR further represents and warrants that it has all
33 licenses, permits, qualifications and approvals of whatever nature is legally
34 required to practice its profession/service. CONTRACTOR further represents
35 that it shall keep all such licenses and approvals in effect during the term of this
36 Agreement. CONTRACTOR is not to perform services outside of this Agreement.

37 **3.0 CONTRACTOR'S RESPONSIBILITIES**

38 3.1 CONTRACTOR shall provide COUNTY with access to
39 professionally trained over-the-phone interpreter services twenty four (24) hours
40 per day seven (7) days per week, three hundred sixty five (365) days per year.

41 3.1.1 CONTRACTOR shall have knowledge of medical
42 terminology and shall be experienced in providing medical interpretation.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

43 3.1.2 CONTRACTOR shall provide interpreters who have
44 medical certification through Healthcare specific training, and who have passed
45 an exam developed specifically for the healthcare industry.

46 3.1.3 CONTRACTOR shall provide COUNTY with a
47 monthly report of utilization to include minutes, location in hospital, and date and
48 time of service.

49 3.2 CONTRACTOR shall provide on-site interpretation according
50 to agreed time lines as requested by the COUNTY.

51 **4.0 PERIOD OF PERFORMANCE**

52 This Agreement shall be effective as of December 1, 2009 and
53 shall continue in effect through June 30, 2010, with the option to renew for four-
54 (4) additional years, renewable in one (1) year increments, unless terminated as
55 specified in Section 7.0 Termination.

56 **5.0 COMPENSATION**

57 The COUNTY shall pay the CONTRACTOR for services performed
58 and expenses incurred in accordance with the terms of Exhibit A, consisting of
59 one (1) page, attached hereto. Maximum payments by COUNTY to
60 CONTRACTOR shall not exceed one hundred thousand (\$100,000) dollars
61 annually.

62 5.1 Said compensation shall be paid in accordance with an
63 invoice submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

64 invoice within thirty (30) working days of receipt of the invoice. Compensation is
65 based upon completion of services provided.

66 5.2 All invoices submitted by CONTRACTOR shall be addressed
67 to, Riverside County Regional Medical Center, Accounts Payable, 26520 Cactus
68 Avenue, Moreno Valley, CA. 92555.

69 **6.0 ASSURANCES**

70 CONTRACTOR hereby agrees that, where applicable, services
71 provided hereunder will be performed in harmony with COUNTY policy and
72 procedure.

73 6.1 CONTRACTOR warrants that it is, and will remain, in
74 compliance with all State and Federal laws and the standards of Joint
75 Commission.

76 6.2 CONTRACTOR certifies that it is aware of the Occupational
77 Safety and Health Administration (OSHA) regulations of the U.S. Department of
78 Labor, the derivative Cal/OSHA standards and laws and regulations relating
79 thereto, and shall comply therewith as to all relative elements under this
80 Agreement.

81 **7.0 TERMINATION**

82 7.1 Either party may terminate this Agreement without cause
83 upon thirty (30) days written notice served upon either party stating the extent
84 and effective date of termination.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

85 7.2 COUNTY may, upon five (5) days written notice, terminate
86 this agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to
87 comply with the provisions of this Agreement or fails to make progress so as to
88 endanger performance and does not cure such failure within a reasonable period
89 of time. In the event of such termination, the COUNTY may proceed with the
90 work in any manner deemed proper to COUNTY.

91 7.3 After receipt of the Notice of Termination pursuant to Section
92 7.1 or 7.2 above, COUNTY shall make payment for all services performed in
93 accordance with this Agreement to the date of termination.

94 **8.0 CONFIDENTIALITY**

95 CONTRACTOR agrees to protect from unauthorized disclosure of
96 names and other identifying information concerning either persons receiving
97 services under this Agreement or persons whose names or other identifying
98 information becomes known to CONTRACTOR as a result of services performed
99 under this Agreement, except statistical information not identifying any such
100 person.

101 8.1 CONTRACTOR shall not disclose, except as otherwise
102 specifically permitted by this Agreement or authorized by the client or client's
103 representative, any such identifying information to anyone other than authorized
104 COUNTY personnel without prior written authorization from the COUNTY.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

105 8.2 For the purpose of this paragraph, "identify" shall include, but
106 not limited to, name, identifying number, symbol, or other identifying particular
107 assigned to the individual, such as finger or voiceprint or photograph.

108 **8.0 AVAILABILITY OF SERVICES**

109 The over-the-phone Interpretation may not be available at all times
110 due to interruptions, technical problems, and/or system upgrades and
111 maintenance. Over-the-phone Interpretation is not for emergency calls and is not
112 a substitute for "9-1-1" or other emergency services. All on-site interpreters
113 provided in conjunction with over-the-phone Interpretation may not be available
114 at all times and COUNTY does not have any right to any particular interpreter or
115 any right to become privy to the identity of any interpreter.

116 **9.0 INTELLECTUAL PROPERTY RIGHTS**

117 This Agreement and/or COUNTY's use of over-the-phone
118 Interpretation does not provide COUNTY with any right, title, or interest to the
119 over-the-phone Interpretation, or any aspect thereof, including but not limited to
120 any intellectual property rights. COUNTY expressly agrees that it shall not seek,
121 and is expressly prohibited from asserting or filing, registrations and/or
122 applications for ownership or intellectual property rights in the over-the-phone
123 Interpretation in any country, nation, or jurisdiction throughout the world, and is
124 prohibited from copying, decompiling, reverse engineering, disassembling,
125 modifying, or creating derivative works of the Interpreter Services, or any aspect

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

126 thereof, and COUNTY agrees that it shall not do so. This provision will continue
127 to apply after the Agreement ends.

128 **10.0 TRANSMISSION**

129 COUNTY acknowledges that the use of the Service requires that
130 the user's voice may be recorded and transmitted and that, any privacy right,
131 copyright or other right or interest in the user's voice may be lost with respect to
132 any specific transmission. COUNTY authorizes CONTRACTOR to record and
133 transmit the user's voice solely for the purpose of the Interpreter Services, and
134 COUNTY releases and agrees to hold CONTRACTOR, including its agents,
135 employees and affiliates, harmless from any and all responsibility for any such
136 loss of rights and/or interests resulting from transmission of the user's voice.
137 COUNTY shall indemnify and hold CONTRACTOR, its supplier(s), agents,
138 employees and affiliates harmless for all costs, fees, expenses, and damages of
139 any nature whatsoever related to any such claims, including court and arbitration
140 costs, attorneys' fees, and the costs of other professionals, unless such claims
141 result from the gross negligence or willful misconduct of CONTRACTOR. This
142 provision will continue to apply after this Agreement ends.

143 **11.0 HOLD HARMLESS/INDEMNIFICATION**

144 CONTRACTOR shall indemnify and hold harmless the County of
145 Riverside, its Agencies, Districts, Special Districts and Departments, their
146 respective directors, officers, Board of Supervisors, elected and appointed
147 officials, employees, agents and representatives (individually and collectively

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

148 hereinafter referred to as Indemnitees) from any liability whatsoever, based or
149 asserted upon any services of CONTRACTOR, its officers, employees,
150 subcontractors, agents or representatives arising out of or in any way relating to
151 this Agreement, including but not limited to property damage, bodily injury, or
152 death or any other element of any kind or nature whatsoever arising from the
153 performance of CONTRACTOR, its officers, employees, subcontractors, agents
154 or representatives Indemnitors from this Agreement. CONTRACTOR shall
155 defend, at its sole expense, all costs and fees including, but not limited, to
156 attorney fees, cost of investigation, defense and settlements or awards, the
157 Indemnitees in any claim or action based upon such alleged acts or omissions.
158 With respect to any action or claim subject to indemnification herein by
159 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use
160 counsel of their own choice and shall have the right to adjust, settle, or
161 compromise any such action or claim without the prior consent of COUNTY;
162 provided, however, that any such adjustment, settlement or compromise in no
163 manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to
164 Indemnitees as set forth herein.

165 CONTRACTOR'S obligation hereunder shall be satisfied
166 when CONTRACTOR has provided to COUNTY the appropriate form of
167 dismissal relieving COUNTY from any liability for the action or claim involved.
168 The specified insurance limits required in this Agreement shall in no way limit or
169 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

170 Indemnitees herein from third party claims. In the event there is conflict between
171 this clause and California Civil Code Section 2782, this clause shall be
172 interpreted to comply with Civil Code 2782. Such interpretation shall not relieve
173 the CONTRACTOR from indemnifying the Indemnitees to the fullest extent
174 allowed by law.

175 **12.0 INSURANCE**

176 12.1 Without limiting or diminishing the CONTRACTOR'S
177 obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall
178 procure and maintain or cause to be maintained, at its sole cost and expense,
179 the following insurance coverage's during the term of this Agreement.

180 12.2 WORKERS' COMPENSATION:

181 If the CONTRACTOR has employees as defined by the
182 State of California, the CONTRACTOR shall maintain statutory Workers'
183 Compensation Insurance (Coverage A) as prescribed by the laws of the State of
184 California. Policy shall include Employers' Liability (Coverage B) including
185 Occupational Disease with limits not less than **\$1,000,000** per person per
186 accident. The policy shall be endorsed to waive subrogation in favor of The
187 County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate
188 Employer Endorsement.

189 12.3 Commercial General Liability:

190 Commercial General Liability insurance coverage, including
191 but not limited to, premises liability, contractual liability, products and completed

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

192 operations liability, personal and advertising injury, and cross liability coverage,
193 covering claims which may arise from or out of CONTRACTOR'S performance of
194 its obligations hereunder. Policy shall name the County of Riverside, its
195 Agencies, Districts, Special Districts, and Departments, their respective directors,
196 officers, Board of Supervisors, employees, elected or appointed officials, agents
197 or representatives as Additional Insureds. Policy's limit of liability shall not be
198 less than \$1,000,000 per occurrence combined single limit. If such insurance
199 contains a general aggregate limit, it shall apply separately to this agreement or
200 be no less than two (2) times the occurrence limit.

201 12.4 VEHICLE LIABILITY:

202 If vehicles or mobile equipment are used in the performance
203 of the obligations under this Agreement, then CONTRACTOR shall maintain
204 liability insurance for all owned, non-owned or hired vehicles so used in an
205 amount not less than \$1,000,000 per occurrence combined single limit. If such
206 insurance contains a general aggregate limit, it shall apply separately to this
207 agreement or be no less than two (2) times the occurrence limit. Policy shall
208 name the County of Riverside, its Agencies, Districts, Special Districts, and
209 Departments, their respective directors, officers, Board of Supervisors,
210 employees, elected or appointed officials, agents or representatives as Additional
211 Insureds.

212 12.5 GENERAL INSURANCE PROVISIONS - ALL LINES:

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

213 A. Any insurance carrier providing insurance coverage
214 hereunder shall be admitted to the State of California and have an A M BEST
215 rating of not less than A: VIII (A:8) unless such requirements are waived, in
216 writing, by the County Risk Manager. If the County's Risk Manager waives a
217 requirement for a particular insurer such waiver is only valid for that specific
218 insurer and only for one policy term.

219 B. The CONTRACTOR'S insurance carrier(s) must
220 declare its insurance deductibles or self-insured retentions. If such deductibles
221 or self-insured retentions exceed \$500,000 per occurrence such deductibles
222 and/or retentions shall have the prior written consent of the County Risk Manager
223 before the commencement of operations under this Agreement. Upon
224 notification of deductibles or self insured retention's unacceptable to the
225 COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S
226 carriers shall either; 1) reduce or eliminate such deductibles or self-insured
227 retention's as respects this Agreement with the COUNTY, or 2) procure a bond
228 which guarantees payment of losses and related investigations, claims
229 administration, and defense costs and expenses.

230 C. CONTRACTOR shall cause CONTRACTOR'S
231 insurance carrier(s) to furnish the County of Riverside with either 1) a properly
232 executed original Certificate(s) of Insurance and certified original copies of
233 Endorsements effecting coverage as required herein, or 2) if requested to do so
234 orally or in writing by the County Risk Manager, provide original Certified copies

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

235 of policies including all Endorsements and all attachments thereto, showing such
236 insurance is in full force and effect. Further, said Certificate(s) and policies of
237 insurance shall contain the covenant of the insurance carrier(s) that thirty (30)
238 days written notice shall be given to the County of Riverside prior to any material
239 modification, cancellation, expiration or reduction in coverage of such insurance.
240 In the event of a material modification, cancellation, expiration, or reduction in
241 coverage, this Agreement shall terminate forthwith, unless the County of
242 Riverside receives, prior to such effective date, another properly executed
243 original Certificate of Insurance and original copies of endorsements or certified
244 original policies, including all endorsements and attachments thereto evidencing
245 coverage's set forth herein and the insurance required herein is in full force and
246 effect. **CONTRACTOR shall not commence operations until the COUNTY**
247 **has been furnished original Certificate (s) of Insurance and certified**
248 **original copies of endorsements or policies of insurance including all**
249 **endorsements and any and all other attachments as required in this**
250 **Section. An individual authorized by the insurance carrier to do so on its**
251 **behalf shall sign the original endorsements for each policy and the**
252 **Certificate of Insurance.**

253 D. It is understood and agreed to by the parties hereto
254 that the CONTRACTOR'S insurance shall be construed as primary insurance,
255 and the COUNTY'S insurance and/or deductibles and/or self-insured retention's
256 or self-insured programs shall not be construed as contributory.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

257 E. If, during the term of this Agreement or any extension
258 thereof, there is a material change in the scope of services; or, there is a material
259 change in the equipment to be used in the performance of the scope of work
260 which will add additional exposures (such as the use of aircraft, watercraft,
261 cranes, etc.); or, the term of this Agreement, including any extensions thereof,
262 exceeds five (5) years the COUNTY reserves the right to adjust the types of
263 insurance required under this Agreement and the monetary limits of liability for
264 the insurance coverage's currently required herein, if; in the County Risk
265 Manager's reasonable judgment, the amount or type of insurance carried by the
266 CONTRACTOR has become inadequate.

267 F. CONTRACTOR shall pass down the insurance
268 obligations contained herein to all tiers of subcontractors working under this
269 Agreement.

270 G. The insurance requirements contained in this
271 Agreement may be met with a program(s) of self-insurance acceptable to the
272 COUNTY.

273 H. CONTRACTOR agrees to notify COUNTY of any
274 claim by a third party or any incident or event that may give rise to a claim arising
275 from the performance of this Agreement.

276 **13.0 AVAILABILITY OF FUNDING**

277 The COUNTY obligation for payment of any contract beyond the
278 current fiscal year end is contingent upon the availability of funding from which

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

279 payment can be made. No legal liability on the part of the COUNTY shall arise
280 for payment beyond June 30 of the calendar year unless funds are made
281 available for such performance.

282 **14.0 RECORDS AND DOCUMENTS**

283 CONTRACTOR shall make available, upon written request by and
284 duly authorized Federal, State or COUNTY agency, a copy of this Agreement
285 and such books, documents and records as are necessary to certify the nature
286 and extent of the costs of the services provided by CONTRACTOR. All such
287 CONTRACTOR shall maintain books and records for at least five (5) years from
288 the termination of this Agreement.

289 14.1 CONTRACTOR to provide COUNTY with reports and
290 information relative to this Agreement and in accordance with terms set forth
291 herein, as may be requested by COUNTY.

292 **15.0 MONITORING**

293 CONTRACTOR hereby agrees to establish procedures for self-
294 monitoring and shall permit an appropriate official of the COUNTY, State or
295 Federal government to monitor, access, or evaluate CONTRACTOR'S
296 performance under this Agreement upon reasonable notice to CONTRACTOR
297 and at any reasonable time.

298 **16.0 LICENSE**

299 CONTRACTOR shall, through the term of this Agreement, maintain
300 all licenses necessary for the provision of the services hereunder and required by

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

301 the laws and regulations of the United States, the State of California, County of
302 Riverside, and all other governmental agencies. CONTRACTOR shall notify
303 COUNTY immediately, in writing, of inability to obtain or maintain such license.
304 Said inability shall be cause for termination of this Agreement.

305 16.1 CONTRACTOR shall ensure that CONTRACTOR'S
306 employees, agents, and subcontractors performing services under the terms of
307 this Agreement are in compliance with all relative licensing requirements.
308 CONTRACTOR hereby agrees to notify COUNTY immediately, in writing, of
309 inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and
310 subcontractors to obtain or maintain such license(s). Said inability shall be cause
311 for termination of this Agreement.

312 16.2 COPY REQUIRED. A copy of each such license, permit,
313 approval, waiver, exemption, registration, accreditation, and certificate shall be
314 provided to Contracts Administration.

315 16.3 Further, CONTRACTOR hereby agrees to abide by the
316 standards of medical practice of the profession when performing services
317 hereunder.

318 **17.0 NONDISCRIMINATION AND ELIGIBILITY**

319 The CONTRACTOR shall not discriminate in the provision of
320 services, allocation of benefits, accommodation in facilities, or employment of
321 personnel, on the basis of ethnic group identification, race, color, creed, ancestry,
322 religion, national origin, sexual preference, sex, age (over 40), marital status,

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

323 medical attention, or physical or mental handicap, and shall comply with all other
324 requirements of law regarding non discrimination and affirmative action including
325 those laws pertaining to the prohibition of discrimination against qualified
326 handicapped persons in all programs or activities.

327 17.1 For the purpose of this Agreement, distinctions on the
328 grounds of race, religion, color, sex, national origin, age, or physical or mental
329 handicap include but at not limited to the following:

330 A. Denying an eligible person or providing to an eligible
331 person any services or benefit which is different, or is provided in a different
332 manner or at a different time from that provided to other eligible persons under
333 this Agreement.

334 B. Treatment in any matter related to his receipt of any
335 service, except when necessary for infection control.

336 C. Restricting an eligible person differently in any way in
337 the enjoyment of any advantage or privilege enjoyed by others receiving similar
338 service or benefit.

339 D. Treating an eligible person differently from others in
340 determining whether he satisfied any eligibility, membership, or other
341 requirement or condition which individuals must meet in order to be provided a
342 similar service or benefit.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

343 E. The assignment of times or places for the provision of
344 services on the basis of race, religion, color, sex, national origin, age, or physical
345 or mental handicap of the eligible person to be served.

346 **18.0 CONFLICT OF INTEREST**

347 CONTRACTOR and CONTRACTOR'S employees shall have no
348 interest, and shall nor acquire any interest, direct or indirect, which will conflict in
349 any manner or degree with the performance of services required under this
350 Agreement.

351 **19.0 ALTERATION**

352 No alteration or variation of the terms of this Agreement shall be
353 valid unless made in writing and signed by the parties hereto, and no oral
354 understanding or agreement not incorporated herein, shall be binding on any of
355 the parties hereto.

356 19.1 Only the County Board of Supervisors or County Purchasing
357 Agent may authorize the alteration or revision of this Agreement. The parties
358 expressly recognize that COUNTY personnel are without authorization to either
359 change or waive any requirements of this Agreement.

360 **20.0 ASSIGNMENT**

361 CONTRACTOR may not delegate the obligations hereunder, either
362 in whole or in part, without prior written consent of COUNTY provided, however,
363 obligations undertaken by CONTRACTOR pursuant to this Agreement may be
364 carried out by means of subcontracts if approved by COUNTY. No subcontract

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

365 shall terminate or alter the responsibilities of the CONTRACTOR to COUNTY
366 pursuant to this Agreement. CONTRACTOR may not assign the rights
367 hereunder, either in whole or in part, without prior written consent of COUNTY.
368 Any attempted assignment or delegation in derogation of this paragraph shall be
369 void. A change in the business structure of CONTRACTOR, including but not
370 limited to, change in the majority ownership, change in the form of
371 CONTRACTOR'S business organization, management of CONTRACTOR,
372 CONTRACTOR'S ownership of other business dealing with CONTRACTOR
373 under this Agreement, or filing of bankruptcy by CONTRACTOR, shall be
374 deemed an assignment for purposes of this paragraph.

375 **21.0 ADMINISTRATION**

376 The County of Riverside Purchasing Agent, or designee, shall
377 administer this Agreement on behalf of the COUNTY. The Purchasing
378 department is to serve as its liaison with CONTRACTOR in connection with this
379 agreement.

380 **22.0 WAIVER**

381 Any waiver by COUNTY of any breach of any one or more of the
382 terms of this Agreement shall not be construed to be a waiver of any subsequent
383 or other breach of the same or of any other term thereof. Failure on the part of
384 the COUNTY to require exact, full and complete compliance with any terms of
385 this Agreement shall not be construed as in any manner changing the terms
386 hereof or stopping COUNTY from enforcement hereof.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

387 **23.0 JURISDICTION, VENUE, ATTORNEY FEES, SEVERABILITY**

388 This Agreement and its construction and interpretation as to
389 validity, performance and breach shall be construed under the laws of the State
390 of California. Any legal action related to this Agreement shall be filed in the
391 appropriate court (Municipal or Superior) of the State of California located in
392 Riverside, California. In the event any provision in this Agreement is held by a
393 court of competent jurisdiction to be invalid, void, or unenforceable, the remaining
394 provisions will nevertheless continue in full force without being impaired or
395 invalidated in any way.

396 **24.0 INDEPENDENT CONTRACTOR**

397 The CONTRACTOR is, for purposes arising out of this contract, an
398 Independent CONTRACTOR and shall not be deemed an employee of the
399 COUNTY. It is expressly understood and agreed that the CONTRACTOR shall
400 in no event, as a result of this contract, be entitled to any benefits to which
401 COUNTY employees are entitled, including but not limited to overtime, any
402 retirement benefits, worker's compensation benefits, and injury leave or other
403 leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and
404 all claims that may be made against COUNTY based upon any contention by any
405 third party that an employer-employee relationship exists by reason of this
406 agreement.

407 It is further understood and agreed by the parties hereto that
408 CONTRACTOR in the performance of its obligation hereunder is subject to the

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

409 control or direction of COUNTY merely as to the result to be accomplished by the
410 services hereunder agreed to be rendered and performed and not as to the
411 means and methods for accomplishing the results.

412 **25.0 SUBCONTRACT FOR WORK OR SERVICES**

413 No contract shall be made by the CONTRACTOR with any party for
414 furnishing any of the work or services herein contained without the prior written
415 approval of the COUNTY Contract Administrator but this provision shall not
416 require the approval of contracts of employment between the CONTRACTOR
417 and personnel assigned for services there under, or for parties named in the
418 proposal and agreed to under any resulting contract.

419 **26.0 INTEREST OF CONTRACTOR**

420 The CONTRACTOR covenants that it presently has no interest,
421 including but not limited to, other projects or independent contracts, and shall not
422 acquire any such interest, direct or indirect, which would conflict in any manner or
423 degree with the performance of services required to be performed under this
424 contract. The CONTRACTOR further covenants that in the performance of this
425 contract, no person having any such interest shall be employed or retained by it
426 under this contract.

427 **27.0 CONDUCT OF CONTRACTOR**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

428 27.1 The CONTRACTOR agrees to inform the COUNTY of all the
429 CONTRACTOR's interest, if any, which are or which the CONTRACTOR
430 believes to be incompatible with any interest of the COUNTY.

431 27.2 The CONTRACTOR shall not, under circumstances, which
432 might reasonably be interpreted as an attempt to influence the recipient in the
433 conduct of his duties, accept any gratuity or special favor from individuals or
434 organizations with whom the CONTRACTOR is doing business or proposing to
435 do business, in accomplishing the work under the contract.

436 27.3 The CONTRACTOR shall not use for personal gain or make
437 other improper use of privileged information, which is acquired in connection with
438 his contract. In this connection, the term 'privileged information' includes, but is
439 not limited to, unpublished information relating to technological and scientific
440 development; medical, personnel, or security records of the individuals;
441 anticipated materials requirements or pricing actions; and knowledge of selection
442 of CONTRACTOR or subcontractors in advance of official announcement.

443 27.4 The CONTRACTOR or employees thereof shall not offer
444 gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY
445 employees.

446 **28.0 DISALLOWANCE**

447 In the event the CONTRACTOR receives payment for services
448 under this contract which is later disallowed for nonconformance with the terms

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

449 and conditions herein by the COUNTY, the CONTRACTOR shall promptly refund
450 the disallowed amount to the COUNTY on request, or at its option, the COUNTY
451 may offset the amount disallowed from any payment due to the CONTRACTOR
452 under any contract with the COUNTY.

453 **29.0 FORCE MAJEURE**

454 29.1 In the event CONTRACTOR is unable to comply with any
455 provision of this agreement due to causes beyond their control such as acts of
456 God, acts of war, civil disorders, or other similar acts, CONTRACTOR shall not
457 be held liable to COUNTY for such failure to comply.

458 29.2 In the event COUNTY is unable to comply with any provision
459 of this agreement due to causes beyond its control relating to acts of God, acts of
460 war, civil disorders, or other similar acts, COUNTY shall not be held liable to
461 CONTRACTOR for such failure to comply.

462 **30.0 EDD REPORTING REQUIREMENTS**

463 In order to comply with child support enforcement requirements of
464 the State of California, the County of Riverside may be required to submit a
465 Report of Independent Contractor(s) form **DE 542** to the Employment
466 Development Department. The selected contractor agrees to furnish the
467 required Contractor data and certifications to the County of Riverside within 10
468 days of notification of award of contract when required by the EDD.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

469 It is expressly understood that this data will be transmitted to
470 governmental agencies charged with the establishment and enforcement of child
471 support orders and for no other purposes and will be held confidential by those
472 agencies. Failure of the contractor to timely submit the data and/or certificates
473 required may result in contract being awarded to another Contractor. In the
474 event a contract has been issued, failure of the Contractor to comply with all
475 federal and state reporting requirements for child support enforcement or to
476 comply with all lawfully served Wage and Earnings Assignments Orders and
477 Notices of Assignment shall constitute a material breach of contract. Failure to
478 cure such breach within 60 calendar days of notice from the County shall
479 constitute grounds for termination of the contract.

480 If you have any questions concerning this reporting requirement,
481 please call (916) 657-0529. You may also contact your local Employment Tax
482 Customer Service Office listed in your telephone directory in the State
483 Government section under "Employment Development Department," or you may
484 access their Internet site at www.edd.ca.gov.

485 **31.0 ENTIRE AGREEMENT**

486 This Agreement, including any Statement(s) of Work entered into
487 pursuant to it, constitutes the entire agreement of the parties hereto with respect
488 to its subject matter and supersedes all prior and contemporaneous
489 representations, proposals, discussions and communications, whether oral or in

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER AND
LANGUAGE LINE SERVICES, INC.**

490 writing. This contract may be modified only in writing and shall be enforceable in
491 accordance with its terms when signed by each of the parties hereto.

492 **32.0 CAPTIONS AND PARAGRAPH HEADINGS**

493 Captions and paragraph headings used in this Agreement are for
494 convenience only and are not a part of this Agreement and shall not be used in
495 construing this Agreement.

496 **33.0 NOTICES**

497 All correspondence and notices required or contemplated by this
498 Agreement shall be delivered to the respective parties at the addresses set forth
499 below and are deemed submitted one day after their deposit in the United States
500 mail, postage prepaid.

501 **CONTRACTOR**

COUNTY



502 Language Line Services, Inc.
503 One Lower Ragsdale Drive, Building 2
504 Monterey, CA 93940

Riverside County Regional Med. Ctr.
26520 Cactus Avenue
Moreno Valley, CA 92555

505 **IN WITNESS WHEREOF**, the parties have executed this Agreement.

506 **CONTRACTOR**

COUNTY

507 By  Louis F. Provenzano, Jr.
508  President & Chief Operations Officer
Language Line Services

By _____
Jeff Stone, Chairman

509 Type or Print Name and Title

Type or Print Name and Title

510 Date: **DEC 01 2009**

Date: _____

FORM APPROVED COUNTY COUNCIL

BY:  BEAUFORD T. MILLER, JR. DATE: 11/16/09

LANGUAGE LINE SERVICES, INC. FEE SCHEDULE

The COUNTY shall pay the CONTRACTOR for over the phone services performed in accordance with the following fee schedule:

PER MINUTE RATES <ul style="list-style-type: none"> ▪ Usage is billed in one-minute increments. ▪ Price per minute for Language Line Services is based on the language requested and time of day. ▪ Volume discounts do not apply. 			
TIERS	LANGUAGES	PEAK*	NON-PEAK**
Tier 1-4	All languages offered by Language Line Services	\$1.10	\$1.10
<ul style="list-style-type: none"> * Peak = 5 a.m. – 5 p.m. (Pacific time), Monday – Friday ** Non-Peak = 5 p.m.-5 a.m. (Pacific time), Monday-Friday, weekends, and holidays (New Year’s Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas). • There is no charge for toll-free access to Language Line Services. • Per minute rates do not include international calls. 			

The COUNTY shall pay the CONTRACTOR for Video Interpreting performed in accordance with the following fee schedule:

STANDARD PER MINUTE RATE	
American Sign Language per minute rate.....	\$3.35

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
LANGUAGE LINE SERVICES, INC.

1 This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and
 2 is made part of the Professional Services Agreement (the "Underlying Agreement") between the
 3 County of Riverside ("County") and **Language Line Services, Inc.** ("Contractor") as of the date
 4 of approval by both parties (the "Effective Date").

RECITALS

5
 6 WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to
 7 which Contractor provides services to County, and in conjunction with the provision of such
 8 services certain Protected Health Information ("PHI") and/or certain electronic Protected Health
 9 Information (ePHI) may be made available to Contractor for the purposes of carrying out its
 10 obligations under the Underlying Agreement; and,

11 WHEREAS, the provisions of the Health Insurance Portability and Accountability Act,
 12 Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR,
 13 Parts 160 and 164 (the "Privacy Rule") and/or Part 162 (the "Security Rule"), as may be
 14 amended from time to time, which are applicable to the protection of any disclosure of PHI
 15 and/or ePHI pursuant to the Underlying Agreement; and,

16 WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

17 WHEREAS, Contractor, when a recipient of PHI and/or ePHI from County, is a Business
 18 Associate as defined in the Privacy Rule; and,

19 WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in
 20 compliance with the Privacy Rule, Security Rule, or other applicable law;

21 NOW, THEREFORE, in consideration of the mutual promises and covenants contained
 22 herein, the parties agree as follows:

23 1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have
 24 the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be
 25 amended from time to time.

26 2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI

27 A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:

28 (1) On behalf of the County, or to provide services to the County for the purposes
 29 contained herein, if such use or disclosure would not violate the Privacy Rule
 30 and/or Security Rule;

31 (2) As necessary to perform any and all of its obligations under the Underlying
 32 Agreement.

33 B. Unless otherwise limited herein, in addition to any other uses and/or disclosures
 34 permitted or authorized by this Addendum or required by law, Contractor may:

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
LANGUAGE LINE SERVICES, INC.

- 1 (1) Use the PHI and/or ePHI in its possession for its proper management and
2 administration and to fulfill any legal obligations.
- 3 (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose
4 of Contractor's proper management and administration or to fulfill any legal
5 responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as
6 necessary for Contractor's operations only if:
- 7 (a) The disclosure is required by law; or
- 8 (b) Contractor obtains written assurances from any person or organization to
9 which Contractor will disclose such PHI and/or ePHI that the person or
10 organization will:
- 11 (i) Hold such PHI and/or ePHI in confidence and use or further disclose it
12 only for the purpose of which Contractor disclosed it to the third party, or
13 as required by law; and,
- 14 (ii) The third party will notify Contractor of any instances of which it
15 becomes aware in which the confidentiality of the information has been
16 breached.
- 17 (3) Aggregate the PHI and/or ePHI and/or aggregate the PHI and/or ePHI with that
18 of other data for the purpose of providing County with data analyses related to
19 the Underlying Agreement, or any other purpose, financial or otherwise, as
20 requested by County.
- 21 (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized
22 by the Underlying Agreement or this Addendum without patient authorization or
23 de-identification of the PHI and/or ePHI as authorized in writing by County.
- 24 (5) De-identify any and all PHI and/or ePHI of County received by Contractor
25 under this Addendum provided that the de-identification conforms to the
26 requirements of the Privacy Rule and/or Security Rule and does not preclude
27 timely payment and/or claims processing and receipt.
- 28 C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives
29 from County, nor from another business associate of County, except as permitted
30 or required by this Addendum, or as required by law, or as otherwise permitted by
31 law.
- 32 D. Notwithstanding the foregoing, in any instance where applicable state and/or
33 federal laws and/or regulations are stricter in their requirements than the
34 provisions of HIPAA and prohibit the disclosure of mental health, and/or substance
35 abuse records, the applicable state and/or federal laws and/or regulations shall
36 control the disclosure of records.

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
LANGUAGE LINE SERVICES, INC.

1 3. Obligations of County.

2 A. County agrees that it will make its best efforts to promptly notify Contractor in
3 writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to
4 by County that may affect Contractor's ability to perform its obligations under the
5 Underlying Agreement, or this Addendum.

6 B. County agrees that it will make its best efforts to promptly notify Contractor in
7 writing of any changes in, or revocation of, permission by any individual to use or
8 disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's
9 ability to perform its obligations under the Underlying Agreement, or this
10 Addendum.

11 C. County agrees to make it's best efforts to promptly notify Contractor in writing of
12 any known limitation(s) in its notice of privacy practices to the extent that such
13 limitation may affect Contractor's use or disclosure of PHI and/or ePHI.

14 D. County shall not request Contractor to use or disclose PHI and/or ePHI in any
15 manner that would not be permissible under the Privacy Rule and/or Security
16 Rule.

17 E. County will obtain any authorizations necessary for the use or disclosure of PHI
18 and/or ePHI, so that Contractor can perform its obligations under this Addendum
19 and/or the Underlying Agreement.

20 4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by
21 County to Contractor, Contractor agrees to:

22 A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum
23 or as required by law.

24 B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI
25 and/or ePHI other than as provided for by this Addendum.

26 C. To the extent practicable, mitigate any harmful effect that is known to Contractor of
27 a use or disclosure of PHI and/or ePHI by Contractor in violation of this
28 Addendum.

29 D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this
30 Addendum of which Contractor becomes aware.

31 E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI
32 to agree to the same restrictions and conditions that apply to Contractor pursuant
33 to this Addendum.

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
LANGUAGE LINE SERVICES, INC.

1 F. Use appropriate administrative, technical and physical safeguards to prevent
2 inappropriate use or disclosure of PHI and/or ePHI created or received for or from
3 the County.

4 G. Obtain and maintain knowledge of the applicable laws and regulations related to
5 HIPAA, as may be amended from time to time.

6 5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:

7 A. Provide access, at the request of County, within five (5) days, to PHI in a
8 Designated Record Set, to the County, or to an Individual as directed by the
9 County.

10 B. To make any amendment(s) to PHI in a Designated Record Set that the County
11 directs or agrees to at the request of County or an Individual within sixty (60) days
12 of the request of County.

13 C. To assist the County in meeting its disclosure accounting under HIPAA:

14 (1) Contractor agrees to document such disclosures of PHI and information related
15 to such disclosures as would be required for the County to respond to a
16 request by an Individual for an accounting of disclosures of PHI.

17 (2) Contractor agrees to provide to County or an Individual, within sixty (60) days,
18 information collected in accordance with this section to permit the County to
19 respond to a request by an Individual for an accounting of disclosures of PHI.

20 (3) Contractor shall have available for the County the information required by this
21 section for the six (6) years preceding the County's request for information
22 (except the Contractor need have no information for disclosures occurring
23 before April 14, 2003).

24 D. Make available to the County, or to the Secretary of Health and Human Services,
25 Contractor's internal practices, books and records relating to the use of and
26 disclosure of PHI for purposes of determining Contractor's compliance with the
27 Privacy Rule, subject to any applicable legal restrictions.

28 E. Within thirty (30) days of receiving a written request from County, make available
29 any and all information necessary for County to make an accounting of disclosures
30 of County PHI by Contractor.

31 F. Within thirty (30) days of receiving a written request from County, incorporate any
32 amendments or corrections to the PHI in accordance with the Privacy Rule in the
33 event that the PHI in Contractor's possession constitutes a Designated Record
34 Set.

35 G. Not make any disclosure of PHI that County would be prohibited from making.

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
LANGUAGE LINE SERVICES, INC.

1 6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor
2 needs to create or have access to County ePHI, Contractor agrees to:

- 3 A. Implement and maintain reasonable and appropriate administrative, physical, and
4 technical safeguards to protect the confidentiality of, the integrity of, the availability
5 of, and authorized persons' accessibility to, County ePHI as applicable under the
6 terms and conditions of the Underlying Agreement. The ePHI shall include that
7 which the Contractor may create, receive, maintain, or transmit on behalf of the
8 County.
- 9 B. Ensure that any agent, including a subcontractor, to whom Contractor provides
10 ePHI agrees to implement reasonable and appropriate safeguards.
- 11 C. Report to County any security incident of which Contractor becomes aware that
12 concerns County ePHI.

13 7. Term and Termination.

- 14 A. Term – this Addendum shall commence upon the Effective Date and terminate
15 upon the termination of the Underlying Agreement, except as terminated by
16 County as provided herein.
- 17 B. Termination for Breach – County may terminate this Addendum, effective
18 immediately, without cause, if County, in its sole discretion, determines that
19 Contractor has breached a material provision of this Addendum. Alternatively,
20 County may choose to provide Contractor with notice of the existence of an
21 alleged material breach and afford Contractor with an opportunity to cure the
22 alleged material breach. In the event Contractor fails to cure the breach to the
23 satisfaction of County in a timely manner, County reserves the right to immediately
24 terminate this Addendum.
- 25 C. Effect of Termination – upon termination of this Addendum, for any reason,
26 Contractor shall return or destroy all PHI and/or ePHI received from the County, or
27 created or received by Contractor on behalf of County, and, in the event of
28 destruction, Contractor shall certify such destruction, in writing, to County. This
29 provision shall apply to all PHI and/or ePHI which is in possession of
30 subcontractors or agents of Contractor. Contractor shall retain no copies of the
31 PHI and/or ePHI.
- 32 D. Destruction not Feasible – in the event that Contractor determines that returning or
33 destroying the PHI and/or ePHI is not feasible, Contractor shall provide written
34 notification to County of the conditions which make such return or destruction not
35 feasible. Upon determination by Contractor that return or destruction of PHI
36 and/or ePHI is not feasible, Contractor shall extend the protections of this
37 Addendum to such PHI and/or ePHI and limit further uses and disclosures of such

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
LANGUAGE LINE SERVICES, INC.

1 PHI and/or ePHI to those purposes which make the return or destruction not
2 feasible, for so long as Contractor maintains such PHI and/or ePHI.

3 **8. Hold Harmless/Indemnification**

4 Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts
5 and Departments of the County, their respective directors, officers, Board of
6 Supervisors, elected and appointed officials, employees, agents and representatives
7 from any liability whatsoever, based or asserted upon any services of Contractor, its
8 officers, employees, subcontractors, agents or representatives arising out of or in any
9 way relating to this Addendum, including but not limited to property damage, bodily
10 injury, or death or any other element of any kind or nature whatsoever including fines,
11 penalties or any other costs and resulting from any reason whatsoever arising from
12 the performance of Contractor, its officers, agents, employees, subcontractors, agents
13 or representatives from this Addendum. Contractor shall defend, at its sole expense,
14 all costs and fees including but not limited to attorney fees, cost of investigation,
15 defense and settlements or awards all Agencies, Districts, Special Districts and
16 Departments of the County, their respective directors, officers, Board of Supervisors,
17 elected and appointed officials, employees, agents and representatives in any claim
18 or action based upon such alleged acts or omissions.

19 With respect to any action or claim subject to indemnification herein by Contractor,
20 Contractor shall, at their sole cost, have the right to use counsel of their choice,
21 subject to the approval of County, which shall not be unreasonably withheld, and shall
22 have the right to adjust, settle, or compromise any such action or claim without the
23 prior consent of County; provided, however, that any such adjustment, settlement or
24 compromise in no manner whatsoever limits or circumscribes Contractor's
25 indemnification to County as set forth herein. Contractor's obligation to defend,
26 indemnify and hold harmless County shall be subject to County having given
27 Contractor written notice within a reasonable period of time of the claim or of the
28 commencement of the related action, as the case may be, and information and
29 reasonable assistance, at Contractor's expense, for the defense or settlement thereof.
30 Contractor's obligation hereunder shall be satisfied when Contractor has provided to
31 County the appropriate form of dismissal relieving County from any liability for the
32 action or claim involved.

33 The specified insurance limits required in the Underlying Agreement of this Addendum
34 shall in no way limit or circumscribe Contractor's obligations to indemnify and hold
35 harmless the County herein from third party claims arising from the issues of this
36 Addendum.

37 In the event there is conflict between this clause and California Civil Code Section
38 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
39 interpretation shall not relieve the Contractor from indemnifying the County to the
40 fullest extent allowed by law.

HIPAA BUSINESS ASSOCIATE AGREEMENT

Between the County of Riverside and
LANGUAGE LINE SERVICES, INC.

1 In the event there is a conflict between this indemnification clause and an
2 indemnification clause contained in the Underlying Agreement of this Addendum, this
3 indemnification shall only apply to the subject issues included within this Addendum.

4 **9. General Provisions.**

5 A. Amendment – the parties agree to take such action as is necessary to amend this
6 Addendum from time to time as is necessary for County to comply with the Privacy
7 Rule, Security Rule, and HIPAA generally.

8 B. Survival – the respective rights and obligations of this Addendum shall survive the
9 termination or expiration of this Addendum.

10 C. Regulatory References – a reference in this Addendum to a section in the Privacy
11 Rule and/or Security Rule means the section(s) as in effect or as amended.

12 D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall
13 be resolved to permit County to comply with the Privacy Rule, Security Rule, and
14 HIPAA generally.

15 E. Interpretation of Addendum – this Addendum shall be construed to be a part of the
16 Underlying Agreement as one document. The purpose is to supplement the
17 Underlying Agreement to include the requirements of HIPAA.