



SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 18.1
(ID # 27028)

MEETING DATE:
Tuesday, March 11, 2025

FROM : RUHS-MEDICAL CENTER

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratify and Approve the Professional Service Agreement with Voyce, Inc., for Remote Medical Interpretation Services for an annual amount of \$1,875,000 for up to five (5) years; All Districts [Total Cost \$9,375,000; Annual Cost \$1,875,000; up to \$187,500 annually in additional compensation] 100% Hospital Enterprise Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Professional Service Agreement with Voyce, Inc. for Remote Medical Interpretation Services for an annual amount of \$1,875,000 for a total of \$5,625,000 over a three year term with the option to renew for two one-year extensions through September 30, 2029 for an additional contract amount of \$1,875,000 per year for a total contract amount not to exceed \$9,375,000, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement, (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the agreement, and (c) issue Purchase Orders for the services provided not to exceed the approved amounts.


ACTION:Policy

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 11, 2025
xc: RUHS-Medical Center

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,406,250	\$1,875,000	\$9,375,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Hospital Enterprise Funds			Budget Adjustment: No	
			For Fiscal Year: 24/25 – 28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action is seeking ratification and approval of the Professional Service Agreement with Voyce, Inc. (Voyce) for remote medical interpretation services to enhance communication for Limited English Proficiency (LEP) and Non-English Proficiency (NEP) patients across the Riverside University Health System (RUHS). This includes the Medical Center (MC), Medical and Surgical Center (MSC), Arlington Campus, and all 13 Community Health Centers (CHC).

Voyce provides real-time access to qualified medical interpreters fluent in over 240 languages, including American Sign Language (ASL), trilingual (Spanish-English-ASL) and Certified Deaf Interpreter (ASL CDI). Voyce ensures that all LEP/NEP patients and those who are deaf or hard of hearing can fully comprehend their medical situations and treatment plans when communicating with healthcare professionals. This clarity is vital for patient safety and the effectiveness of medical treatments.

Voyce stands out as a unique vendor in the realm of remote interpreting services, particularly because of its seamless integration with EPIC. This integration sets Voyce apart, as it enables our healthcare teams to access comprehensive language services directly through the EPIC platform. This shared platform capability not only enhances the efficiency of medical consultations by minimizing disruptions and maintaining workflow continuity but also ensures that all patient interactions are documented in one central system, improving consistency and compliance in patient care.

Impact on Residents and Businesses

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the community.

Additional Fiscal Information

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There are sufficient appropriations in the Department's FY24/25 budget. No additional County funds are required.

Contract History and Price Reasonableness

Upon transitioning to Voyce, RUHS will terminate the contract with Health Care Interpreter Network (HCIN), effective November 11, 2024, and will retain Language Line Solutions (LLS) as a backup provider until the contract ends on June 30, 2026. RUHS-MC conducted a comprehensive cost comparison and identified significant potential savings in ASL and telephonic interpreting services with Voyce, particularly during high-volume years. The overall trend supports considering Voyce for language access services to reduce costs. The analysis underscores Voyce's potential as a fiscally responsible choice for our interpreting needs, aligning cost savings with efficient and high-quality service delivery.

The Agreement requires Board approval as the compensation provision exceeds the Purchasing Agent's authority and \$750,000 threshold for contracting with a single vendor for County Hospital Professional Services Procurement Activities under the category of healthcare translation and interpretation services per Resolution 2024-127.

ATTACHMENTS:

ATTACHMENT A: Professional Service Agreement with Voyce, Inc.


Melissa Curtis, Deputy Director of Purchasing and Fleet 2/20/2025


Jacqueline Ruiz, Principal Analyst 2/28/2025


Gregg Gu, Chief of Deputy County Counsel 2/25/2025

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The parties agree as follows:

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, and Attachment I, HIPAA Business Associate Attachment to the Agreement.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform Services or provide products outside of the Agreement.

2. Period of Performance

3. Compensation

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance of Services by the CONTRACTOR under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly to be signed by both the Parties.

5. Termination

5.2 COUNTY may, upon thirty (30) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

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- 5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the effective date of termination in accordance with this Agreement. This section shall survive earlier expiration or termination of the Agreement. Nothing in this Agreement shall relieve COUNTY of any payment obligation arising prior to the effective date of such expiration or termination.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

6. Ownership/Use of Contract Materials and Products

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7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY at its own cost or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any Services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the specific portion of Services . When the Services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to

9. Independent Contractor/Employment Eligibility

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all applicable federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

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9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are submitted two days after their deposit in the United States mail, postage prepaid:

**Riverside University Health System -
Medical Center**
26520 Cactus Avenue
Moreno Valley, CA 92555

Voyce Inc.
1301 International Pkwy Suite 510
Sunrise, FL 33323

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives solely to the extent arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including actual costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

Cyber Liability Insurance, with limits not less than \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement

E. [Deleted]

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect. Notwithstanding anything contrary set forth in this Agreement, COUNTY acknowledges that CONTRACTOR utilizes network of interpreters for performance of Services.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The

23.13 Each Party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic

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- A. Provide RUHS with over-the-phone, video and document translation services as specified below.
- B. CONTRACTOR warrants that it collaborates with other public hospitals sharing its interpreting resources.
- C. CONTRACTOR shall provide COUNTY with access to professionally trained over-the-phone and video interpreter services twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.
- D. CONTRACTOR shall provide interpreters who have knowledge of medical terminology and are experienced in providing medical interpretation. COUNTY understands and agrees that CONTRACTOR is not engaged in the practice of medicine, the access and use of the Services is considered as an informational tool, not a substitute for professional judgement of healthcare provider in diagnosing and treating patients. COUNTY expressly acknowledges that CONTRACTOR shall bear no responsibility for the care and wellbeing of patients with respect to the access and use of the Services as set forth in this Agreement.
- E. CONTRACTOR shall provide interpreters with demonstrated healthcare-specific training, and who have passed an exam developed specifically for the healthcare industry. There is a preference for Certification for Medical Interpreters (CMI) or Certification for Healthcare Interpreters (CHI) certification, or other nationally recognized certification exam as applicable for the required language.
- F. CONTRACTOR, upon request, shall provide COUNTY with written translation services to be performed by qualified translators. Translator certification by the American Translators Association (ATA) is the preferred measure of qualification for certifiable languages.
- G. CONTRACTOR shall provide COUNTY with a monthly report of utilization to include minutes, locations throughout RUHS, date and time of service. Reports shall be provided to RUHS's Language and Cultural Services Department via email or other electronic means.
- H. CONTRACTOR's interpreters assigned to provide services under the Agreement must also be able to speak, write, and read the English language.

- | Facility Name | Address | Telephone Number |
|---|---|------------------|
| Banning Family Care Center | 3055 W. Ramsey St.
Banning, CA 92220 | (951) 849-6794 |
| Corona Community Health Center | 2813 S. Main St.
Corona, CA 92882 | (951) 272-5445 |
| Hemet Community Health Center | 880 N. State St.
Hemet, CA 92543 | (951) 766-2450 |
| Indio Family Care Center | 47-923 Oasis St.
Indio, CA 92201 | (760) 863-8283 |
| Jurupa Valley Community Health Center | 8876 Mission Blvd.
Jurupa Valley, CA 92509 | (951) 360-8795 |
| Lake Elsinore Family Care Center | 2499 E. Lakeshore Dr.
Lake Elsinore, CA 92530 | (951) 471-4200 |
| Main Campus Community Health Center | 26600 Cactus Ave. Ste. 300
Moreno Valley, CA 92555 | (951) 988-9500 |
| Medical and Surgical Center (MSC) | 26600 Cactus Ave. Moreno Valley, CA
92555 | (951) 486-4000 |
| Main Campus First Floor Community Health Center | 26601 Cactus Ave. Ste. 100
Moreno Valley, CA 92555 | (951) 988-9920 |
| Moreno Valley Community Health Center | 23520 Cactus Ave.
Moreno Valley, CA 92553 | (951) 867-3900 |
| Palm Springs Community Health Center | 191 North Sunrise Way
Palm Springs, CA 92262 | (760) 778-2210 |

The COUNTY shall pay fees for professional services provided under this contract as follows:

Sixty-five cents (\$0.65) per minute	For On-Demand or Scheduled Audio CONTRACTOR interpretation.
Seventy-five cents (\$0.75) per minute	For On-Demand or Scheduled Video CONTRACTOR interpretation.
Ninety-Nine cents (\$.99) per minute	American Sign Language (ASL) or Spanish Sign Language (LSE) via video provided by CONTRACTOR interpreters.
Ten cents (\$.10) per minute	For use of Micro Call Center (MCC) platform via video by COUNTY interpreters.

C. **Annual Maximum Payment** - Maximum payments by COUNTY to CONTRACTOR shall not exceed One Million Eight Hundred Seventy-Five Thousand Dollars (\$1,875,000) per County fiscal year, for the duration of this Agreement.

a. COUNTY will pay CONTRACTOR the following for document translation:

- COUNTY will pay CONTRACTOR a 50% surcharge for projects requested with a less than 48 hours turnaround time.

Attachment I

HIPAA Business Associate Agreement Addendum to Contract

Between the County of Riverside and Voyce Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information (“PHI”) and/or certain electronic protected health information (“ePHI”) may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

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

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures:

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. “Breach” when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

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- 2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

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10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
 - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**




PSA with Voyce, Inc - Final

Final Audit Report

2025-01-29

Created:	2025-01-21
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"PSA with Voyce, Inc - Final" History

-  Document created by Joel Ruvalcaba (J.Ruvalcaba@ruhealth.org)
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2025-01-29 - 8:29:47 PM GMT- IP address: 47.201.37.190
-  Signer maureen.huber@equitihealth.com entered name at signing as Maureen Huber
2025-01-29 - 8:30:31 PM GMT- IP address: 47.201.37.190
-  Document e-signed by Maureen Huber (maureen.huber@equitihealth.com)
Signature Date: 2025-01-29 - 8:30:33 PM GMT - Time Source: server- IP address: 47.201.37.190
-  Document emailed to michael.schmidt@equitihealth.com for signature
2025-01-29 - 8:30:35 PM GMT
-  Email viewed by michael.schmidt@equitihealth.com
2025-01-29 - 8:31:39 PM GMT- IP address: 76.187.116.69
-  Signer michael.schmidt@equitihealth.com entered name at signing as Michael F Schmidt
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