



Translation and Interpreting Services

HIPAA COMPLIANCE
Protected Health Information

The Contractor agrees that it may use Personal and/or Protected Health Information gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any party, except as otherwise provided in this Agreement or by law and with the prior written consent of the person, or his/her attorney or guardian, to whom the Personal and /or Protected Health Information pertains. The Contractor shall maintain the confidentiality of all Personal and/or Protected Health Information and other information gained by reason of this Agreement, and shall return or certify the confidential destruction of such information if requested by NWRC/Hopelink/Paratransit.

The Contractor may disclose information to NWRC/Hopelink/Paratransit, to DSHS or to appropriate authorities, for purposes directly connected with the service provided to the client. This includes, but is not limited to, determining eligibility, providing services and participation in disputes, fair hearings of audits. The Contractor shall disclose information for research, statistical, monitoring and evaluation purposes conducted by appropriate federal agencies, DSHS and NWRC/Hopelink/Paratransit.

Written Release for Consent To meet the requirements of informed consent, a written release of information shall be completed and signed by the recipient or client, his or her attorney, or responsible parent or guardian.

HIPAA Compliance.

- a. Compliance. **The Language Exchange, Inc.**, its employees and sub-contractors, shall perform all Contract duties, activities and tasks in compliance with HIPAA and regulations enacted pursuant to its provisions, successor law and/or regulation. Pursuant to 45 CFR 164.502(e), **The Language Exchange, Inc.** shall implement policies and procedures to safeguard and maintain PHI in accordance with the requirements of state and federal law. In the event of a conflict in interpretation of Contract Terms relevant to HIPAA the language and intent of this Amendment shall control.
- b. Use and Disclosure of PHI **The Language Exchange, Inc.** shall only use or disclose PHI as required to perform the services specified in this Contract or as required by law, and shall not use or disclose such PHI in any manner inconsistent with the use and disclosure restrictions placed on the Covered Entity by HIPAA, or the resulting policies and procedures of the Covered Entity.

The Language Exchange, Inc. shall protect PHI from, and shall establish appropriate safeguards to prevent, the unauthorized disclosure of PHI in accordance with the terms and conditions of this Amendment and state and federal law, including any regulations governing the security of PHI and the transmission, storage or maintenance of electronic data that contains PHI for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.

The Language Exchange, Inc.
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www.langex.com



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- c. **The Language Exchange, Inc.** shall report in writing all unauthorized uses or disclosures of PHI to the Covered Entity within five (5) working days of becoming aware of the unauthorized use or disclosure of the **PHI**.
- d. Sub-contractors to The Language Exchange, Inc. shall enter into a written agreement with The Language Exchange, Inc. that contains the same restrictions and conditions as this Amendment.
- e. The Language Exchange, Inc. gives **Consent to Audit** in compliance with the terms of this Agreement with Northwest Regional Council/Hopelink/Paratransit.
- f. The Language Exchange, Inc. agrees to return or destroy all PHI within 10 working days of termination or expiration of this contract, in accordance with the terms of this Agreement with Northwest Regional Council/Hopelink/Paratransit.
- g. All Disclosures of PHI shall be documented by The Language Exchange, Inc. in accordance with this Agreement With Northwest Regional Council/Hopelink/Paratransit.
- h. The Language Exchange, Inc shall provide Covered Entity with information regarding amendment of PHI according to the conditions of the PHI Amendment contained in this Agreement with Northwest Regional Council/Hopelink/Paratransit.
- i. Reasonable Access shall be provided by The Language Exchange, Inc. in accordance with PHI Access requirements of this Agreement with Northwest Regional Council/Hopelink/Paratransit.
- j. The Language Exchange, Inc. shall provide an Individual Access to Information in accordance with the terms of this Agreement with Northwest Regional Council/Hopelink/Paratransit.

Signature of Sub-Contractor to The Language Exchange, Inc.

DATE

Signature of The Language Exchange, Inc. Authorized Representative/Employee DATE

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