

BUSINESS ASSOCIATE SUBCONTRACTOR AGREEMENT, HCA CONTRACT K8552

Universal Language Service, Inc.

THIS BUSINESS ASSOCIATE SUBCONTRACTOR AGREEMENT, HCA CONTRACT K8552 ("Agreement" or "BAA") is entered into effective as of the date last signed below ("Effective Date") by and between Universal Language Service, Inc. ("UniversalLanguage," "Agency," or "Business Associate") and _____ ("Subcontractor" or "Business Associate Subcontractor"). Agency and Subcontractor may be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

- A. UniversalLanguage performs services for the Washington State Health Care Authority ("HCA") under HCA Contract K8552, Interpreter Services Coordinating Entity - Spoken Language, and is subject to HCA Contract K8552 Attachment 4, Business Associate and Data Sharing Terms.
- B. UniversalLanguage is a Business Associate of HCA for purposes of HIPAA when performing HCA Contract K8552 services. Subcontractor is a Business Associate Subcontractor to UniversalLanguage because Subcontractor may create, receive, maintain, transmit, access, or use Protected Health Information, Confidential Information, or Data in connection with language access services under HCA Contract K8552.
- C. HCA Contract K8552 requires UniversalLanguage to ensure that subcontract BAAs include the same terms and conditions required by HCA Contract K8552 Attachment 4 and to require a signed BAA before a subcontractor may access the web-based application, protected HCA information, or PHI disclosed by HCA.
- D. This Agreement is intended to align with HCA Contract K8552 Attachment 4, Business Associate and Data Sharing Terms, and to flow down applicable HIPAA, data security, confidentiality, breach notification, and data sharing obligations to Subcontractor.

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

1. DEFINITIONS

"Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. UniversalLanguage is a Business Associate of HCA for HCA Contract K8552 services.

"Business Associate Subcontractor" or "Subcontractor" means a person or entity that creates, receives, maintains, transmits, accesses, or uses PHI, Confidential Information, or Data on behalf of UniversalLanguage in connection with services performed under HCA Contract K8552.

"Breach" means the acquisition, access, use, or disclosure of PHI, Confidential Information, or Data in a manner not permitted by HIPAA, applicable law, HCA Contract K8552, or this Agreement that compromises the security, confidentiality, privacy, or integrity of such information, including a Data Breach as described in HCA Contract K8552 Attachment 4 and 45 C.F.R. § 164.402.

"Confidential Information" means information that is confidential, protected, exempt from public disclosure, or otherwise protected under applicable federal or state law, including PHI, Personal Information, Data, and other nonpublic information received, accessed, created, maintained, or transmitted in connection with services performed for HCA or UniversalLanguage.

"Covered Entity" means HCA and/or a Covered Entity as defined at 45 C.F.R. § 160.103.

"Data" means any information, records, files, materials, appointment information, eligibility information, PHI, Personal Information, Confidential Information, or other data accessed, received, maintained, transmitted, or created by Subcontractor in connection with HCA Contract K8552 services.

"Designated Record Set" has the meaning set forth in 45 C.F.R. § 164.501 and includes records used in whole or in part by or for a Covered Entity to make decisions about Individuals.

"Electronic Protected Health Information" or "ePHI" means PHI transmitted by electronic media or maintained in electronic media as described in 45 C.F.R. § 160.103.

"HCA Contract K8552" means HCA Contract K8552, Interpreter Services Coordinating Entity - Spoken Language, including Attachment 4, Business Associate and Data Sharing Terms, all other attachments, incorporated documents, amendments, manuals, guides, approved policies and procedures, and successor or replacement terms applicable to the same HCA work.

"HIPAA" and "HIPAA Rules" mean the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164, as amended.

"Individual" means the person who is the subject of PHI and includes a person who qualifies as a personal representative under 45 C.F.R. § 164.502(g).

"Minimum Necessary" means the least amount of PHI, Confidential Information, or Data necessary to accomplish the authorized purpose for which the information is needed.

"Personal Information" means information identifiable to a person, including health information, financial information, addresses, telephone numbers, Social Security numbers, driver's license numbers, account numbers, government-issued identifiers, and other sensitive information protected by state or federal law.

"Protected Health Information" or "PHI" has the meaning set forth in 45 C.F.R. § 160.103 and includes individually identifiable health information created, received, maintained, or transmitted in any form or medium that relates to the provision of health care, health condition, or payment for health care for an Individual. PHI includes ePHI.

"Security Incident" has the meaning set forth in 45 C.F.R. § 164.304 and includes an attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations involving PHI, Confidential Information, or Data.

"Use" means the sharing, employment, application, utilization, examination, or analysis of PHI, Confidential Information, or Data within an entity that maintains such information.

2. COMPLIANCE WITH HCA CONTRACT K8552, ATTACHMENT 4, AND HIPAA

2.1 Subcontractor must perform all duties, activities, and tasks in compliance with HIPAA, the HIPAA Rules, applicable privacy and data security laws, HCA Contract K8552, HCA Contract K8552 Attachment 4, this Agreement, and UniversalLanguage policies and procedures applicable to HCA Contract K8552 services.

2.2 The Parties intend this Agreement to contain the same terms, restrictions, requirements, and conditions required for subcontractors under HCA Contract K8552 Attachment 4 with respect to PHI, Confidential Information, and Data. Any ambiguity must be interpreted to permit compliance with HIPAA, HCA Contract K8552, and HCA Contract K8552 Attachment 4.

2.3 If there is a conflict among applicable terms, the conflict will be resolved in the following order of precedence: (a) applicable federal and Washington State statutes and regulations; (b) HCA Contract K8552 Attachment 4, Business Associate and Data Sharing Terms; (c) other applicable HCA Contract K8552 terms and HCA directives; (d) this Agreement; and (e) any related interpreter services provider agreement, operational policy, or procedure, unless a higher-precedence document requires otherwise.

2.4 Subcontractor must not access the web-based application, any protected HCA information, PHI, Confidential Information, or Data until this Agreement has been signed and all UniversalLanguage onboarding, access, training, credentialing, and security requirements have been satisfied.

3. PERMITTED USES AND DISCLOSURES

3.1 Subcontractor may Use or disclose PHI, Confidential Information, or Data only as necessary to perform authorized language access services under HCA Contract K8552, to comply with this Agreement, or as required by law.

3.2 Subcontractor must not Use or disclose PHI, Confidential Information, or Data in any manner that would violate HIPAA, HCA Contract K8552, HCA Contract K8552 Attachment 4, or applicable law if done by HCA or UniversalLanguage.

3.3 Subcontractor must apply the Minimum Necessary standard to any Use, disclosure, access, transmission, or retention of PHI, Confidential Information, or Data. Subcontractor must not access client, provider, appointment, eligibility, or payment information unless needed for an assigned and authorized HCA Contract K8552 purpose.

3.4 Subcontractor may Use PHI, Confidential Information, or Data for Subcontractor's proper management and administration or to carry out Subcontractor's legal responsibilities only to the extent permitted by HIPAA and HCA Contract K8552 Attachment 4. Any disclosure for proper management and administration must be required by law or made only after obtaining reasonable assurances that the recipient will keep the information confidential, use or further disclose it only as required by law or for the purpose for which it was disclosed, and notify Subcontractor of any known breach of confidentiality.

4. SAFEGUARDS, SECURITY, AND CONFIDENTIALITY

4.1 Subcontractor must protect PHI, Confidential Information, and Data from unauthorized Use, disclosure, access, alteration, loss, destruction, or retention and must use appropriate administrative, physical, and technical safeguards. With respect to ePHI, Subcontractor must comply with Subpart C of 45 C.F.R. Part 164, Security Standards for the Protection of Electronic Protected Health Information.

4.2 Subcontractor must use only Subcontractor's own unique user ID and password; must keep credentials confidential; must not create, distribute, or use shared credentials; and must promptly notify UniversalLanguage of any suspected credential compromise or unauthorized access.

4.3 Subcontractor must not transmit PHI, Confidential Information, or Data over the Internet in unencrypted form. Subcontractor must not store, retain, print, photograph, download, copy, screenshot, or transfer PHI, Confidential Information, or Data outside the UniversalLanguage or HCA-approved system except as expressly authorized and necessary to perform assigned services.

4.4 If temporary access to PHI, Confidential Information, or Data on a personal or business device is necessary to perform authorized services, Subcontractor must protect the device through commercially reasonable safeguards, including password protection, secure access controls, encryption where available, current security updates, and secure deletion when the information is no longer needed.

4.5 Subcontractor must not directly or indirectly transport, transmit, access, or store HCA Data outside the United States without UniversalLanguage's prior written approval and any required HCA approval.

4.6 Subcontractor must complete HIPAA, BAA, privacy, security, and incident reporting training required by UniversalLanguage at onboarding and annually thereafter, and must comply with any updated training, policies, procedures, or security instructions required by HCA Contract K8552.

5. SUBCONTRACTORS, AGENTS, AND THIRD PARTIES

5.1 Subcontractor must not permit any agent, assistant, employee, contractor, subcontractor, interpreter, representative, or other third party to access, create, receive, maintain, or transmit PHI, Confidential Information, or Data on Subcontractor's behalf without UniversalLanguage's prior written approval.

5.2 If UniversalLanguage approves any third-party access, Subcontractor must ensure that the third party signs a written agreement containing the same terms, restrictions, requirements, and conditions as this Agreement and HCA Contract K8552 Attachment 4 with respect to PHI, Confidential Information, and Data, including the requirements of 45 C.F.R. §§ 164.502(e)(1)(ii), 164.504(e)(1)(i), 164.308(b)(2), 164.314(a)(2)(i)(B), and 164.504(e)(5).

5.3 The existence of any approved subcontract or third-party arrangement does not release or reduce Subcontractor's obligations or liability under this Agreement.

6. IMPERMISSIBLE USE OR DISCLOSURE; SECURITY INCIDENTS; DATA BREACH

6.1 Subcontractor must report to UniversalLanguage in writing all Uses or disclosures of PHI, Confidential Information, or Data not provided for by this Agreement within one (1) Business Day of discovery, including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410 and any Security Incident of which Subcontractor becomes aware.

6.2 Subcontractor must report any suspected or actual Security Incident, Data Breach, or potential compromise of PHI, Confidential Information, or Data to UniversalLanguage by telephone and email within one (1) Business Day of discovery. Reports must be sent to:

- UniversalLanguage HCA Compliance / Contract Reporting: HCA@ULSonline.net
- UniversalLanguage Interpreter Services: Interpreter@ULSonline.net
- Telephone: 1 (888) 462-0500 and 1 (425) 454-8072
- Mail: 929 108th Ave NE, Suite 710, Bellevue, WA 98004

6.3 If the incident involves or may involve HCA PHI, Confidential Information, or Data, UniversalLanguage may direct Subcontractor to cooperate with HCA, including HCA's Privacy Officer, HCA Compliance Officer, HCA ISP Inbox, or other HCA-designated contact. HCA Contract K8552 identifies the HCA Privacy Officer for HIPAA-related reporting by UniversalLanguage to HCA as: HCA Privacy Officer, Washington State Health Care Authority, 626 8th Avenue SE, Olympia, WA 98504-2700; telephone (360) 725-1116; email PrivacyOfficer@hca.wa.gov.

6.4 If Subcontractor does not have full details at the time of the initial report, Subcontractor must report what information is known and provide full details as soon as practicable, and no later than fifteen (15) Business Days after discovery unless UniversalLanguage requires a shorter timeframe to comply with HCA Contract K8552 or law.

6.5 To the extent available, Subcontractor's report must include:

- a. the identity of each Individual whose PHI, Confidential Information, or Data has been or may have been improperly accessed, acquired, used, disclosed, or compromised;
- b. a description of what happened, including the date of the event, date of discovery, location, systems or devices involved, and the nature of the unauthorized Use or disclosure;
- c. the types of PHI, Confidential Information, or Data involved;
- d. the origin and destination of the information, if applicable;
- e. the personnel or third parties associated with the incident;
- f. investigative and remedial actions taken or planned to mitigate harm and prevent recurrence;
- g. any information needed to determine potential harm and steps affected Individuals should take to protect themselves;
- h. the name, title, address, telephone number, and email address of Subcontractor's primary point of contact; and
- i. any other information requested by UniversalLanguage or HCA.

6.6 Subcontractor must mitigate, to the extent practicable, any harmful effect of an impermissible Use or disclosure, Security Incident, Data Breach, or potential compromise. Subcontractor must comply with any notification, mitigation, investigation, or reporting requirements imposed by law, HCA, or UniversalLanguage, including, where applicable, 45 C.F.R. Part 164 Subpart D, RCW 42.56.590, RCW 19.255.010, and WAC 284-04-625.

6.7 Subcontractor must not send any notification to Individuals, media, governmental agencies, or other third parties relating to HCA Data, PHI, or Confidential Information without UniversalLanguage's prior written approval, except where immediate notice is required by law. Subcontractor must provide advance copies of any required notices for UniversalLanguage and HCA review when permitted by law.

6.8 Subcontractor is responsible for costs, damages, fines, penalties, mitigation, forensic assistance, notification assistance, call center services, credit monitoring, identity theft assistance, and other costs arising from a Security Incident, Data Breach, or potential compromise caused by Subcontractor or Subcontractor's agents, to the extent permitted by law and this Agreement.

7. INDIVIDUAL RIGHTS

7.1 Accounting of Disclosures. Subcontractor must document disclosures of PHI, except disclosures that are exempt under 45 C.F.R. § 164.528, and must maintain information necessary to respond to a request for an accounting of disclosures for the six (6) years before the accounting request. Within five (5) Business Days of UniversalLanguage's request, or sooner if required, Subcontractor must provide information necessary for HCA or UniversalLanguage to respond to an accounting request.

7.2 Access. Subcontractor must make available PHI in a Designated Record Set when requested by UniversalLanguage, HCA, or an Individual as necessary to satisfy 45 C.F.R. § 164.524. When UniversalLanguage requests records, Subcontractor must provide them within five (5) Business Days unless a shorter period is required.

7.3 Amendment. Subcontractor must make any amendment to PHI in a Designated Record Set as directed by UniversalLanguage or HCA or as necessary to satisfy 45 C.F.R. § 164.526. Subcontractor must notify UniversalLanguage within five (5) Business Days after making any required amendment.

7.4 Restrictions and Confidential Communications. Subcontractor must comply with any restriction, confidential communication, or other Individual rights instruction communicated by UniversalLanguage or HCA to the extent applicable to Subcontractor's services and required by HIPAA.

8. AUDIT, ACCESS TO RECORDS, AND GOVERNMENT INQUIRIES

8.1 Subcontractor must give UniversalLanguage, HCA, the Secretary of the U.S. Department of Health and Human Services, and other authorized governmental officials reasonable access to PHI, Confidential Information, Data, internal practices, records, books, documents, electronic data, and other business information received from, created by, or maintained by Subcontractor for purposes of determining compliance with HIPAA, HCA Contract K8552, HCA Contract K8552 Attachment 4, and this Agreement.

8.2 Subcontractor must notify UniversalLanguage within ten (10) Business Days of any complaint, investigation, audit, enforcement action, subpoena, civil investigative demand, inquiry, or communication from the Office for Civil Rights, the Washington State Attorney General, HCA, or any governmental authority relating to HIPAA, privacy, security, PHI, Confidential Information, Data, or services performed under this Agreement. Subcontractor must inform UniversalLanguage of the outcome of the matter.

9. RETURN, DESTRUCTION, AND RETENTION UPON TERMINATION

9.1 Upon expiration or termination of this Agreement for any reason, Subcontractor must return to UniversalLanguage or destroy all PHI, Confidential Information, and Data that Subcontractor maintains in any form, except to the extent retention is necessary for Subcontractor's proper management and administration or to carry out legal responsibilities and is permitted by HIPAA and this Agreement.

9.2 For any retained PHI, Confidential Information, or Data, Subcontractor must continue to use appropriate safeguards, comply with Subpart C of 45 C.F.R. Part 164 for ePHI, limit Use and disclosure to the purpose for which the information was retained, and return or destroy the information when it is no longer needed.

9.3 Subcontractor must certify return or destruction in writing upon UniversalLanguage's request. These obligations survive termination for as long as Subcontractor retains any PHI, Confidential Information, or Data.

10. TERMINATION FOR CAUSE AND FAILURE TO CURE

10.1 UniversalLanguage may immediately terminate this Agreement, the related Interpreter Services Provider Agreement, and Subcontractor's access to HCA Contract K8552 systems or services if UniversalLanguage determines that Subcontractor has violated a material term of this Agreement or otherwise presents a privacy, security, compliance, or safety risk.

10.2 If UniversalLanguage learns of a pattern or practice of Subcontractor that constitutes a violation of this Agreement and reasonable steps do not end the violation, UniversalLanguage must

terminate this Agreement and any related subcontract if feasible. UniversalLanguage may offer an opportunity to cure when permitted by HCA Contract K8552, HIPAA, and applicable law.

10.3 Termination does not limit any other remedy available to UniversalLanguage, HCA, or any authorized governmental entity under this Agreement, HCA Contract K8552, HIPAA, or applicable law.

11. MISCELLANEOUS

11.1 Regulatory References. A reference in this Agreement to HIPAA, a C.F.R. section, RCW, WAC, or other law means the law or regulation as currently in effect or as amended.

11.2 No Third-Party Beneficiary. HCA is not a party to this Agreement; however, this Agreement is intended to satisfy flow-down obligations owed to HCA under HCA Contract K8552. Nothing in this Agreement limits HCA's rights under HCA Contract K8552 or applicable law.

11.3 Amendments; Waiver. This Agreement may not be modified or waived except in a writing signed by authorized representatives of both Parties, except that requirements imposed by HIPAA, HCA Contract K8552, HCA Contract K8552 Attachment 4, or applicable law apply as required by the higher-precedence authority. A waiver for one event is not a waiver for any future event.

11.4 Disputes. The Parties will make good faith efforts to resolve disputes informally, except to the extent a matter is subject to mandatory reporting, HCA direction, immediate security action, termination for cause, or another required process under HCA Contract K8552, HIPAA, or applicable law.

11.5 Counterparts; Electronic Copies. This Agreement may be executed in counterparts. Electronic signatures, facsimile signatures, and electronic copies will be treated as originals for all purposes.

11.6 Survival. Obligations that by their nature should survive termination will survive, including Use and disclosure restrictions, safeguards, confidentiality, breach notification and cooperation, access to records, audit, return or destruction, indemnification or cost obligations, and any other obligations that apply for as long as Subcontractor retains PHI, Confidential Information, or Data.

12. ACKNOWLEDGMENT

12.1 The undersigned acknowledges that he or she has read, understands, and agrees to this Agreement and has authority to bind the Party on whose behalf he or she signs.

Subcontractor / Business Associate
Subcontractor:

Organization / Business Name

Signature

Printed Full Name

Title

Date

Agency / Business Associate:

Universal Language Service, Inc.

Organization / Business Name

Signature

Printed Full Name

Title

Date

UBI No. / Tax ID (if applicable)

Tax ID (if applicable)