STATE OF CONNECTICUT

Department of Rehabilitation Services

INTERAGENCY
AGREEMENT FOR SIGN LANGUAGE INTERPRETING SERVICES

TERMS AND CONDITIONS

1. Parties. Pursuant to Conn. Gen. Stat. § 46a-33b, this agreement is entered into by and between the State of Connecticut, Department of Rehabilitation Services (hereinafter "Department") and _____ (hereinafter "Customer").

2. Term. The term of this agreement shall be for the period commencing on _____ and ending on July 1, 2015. This term may be extended by amending the agreement according to Paragraph 3 of this agreement.

3. Amendment. This agreement may only be amended by formal written amendment to this agreement signed by both parties.

4. Services. The Department, through its staff, offers sign language interpreting services for deaf and hard of hearing individuals. Staff interpreters are certified by either the National Association of the Deaf (NAD), or the National Registry of Interpreters for the Deaf (RID) and they are registered with the Department, as required by law.

5. Fee.

(a) Hourly rate. Customer agrees to pay $ 50.00 per hour, per interpreter, for interpreting services.

(b) Travel time. Customer agrees to pay for the interpreter's travel time to and from the requested location at the rate of $ 50.00 per hour, per interpreter.

(c) Minimum fee. Each request for services shall be billed a minimum of two hours (inclusive of travel time) per interpreter.

6. Request for Services.

(a) Deadline for Requests. Customer should request services at least ten (10) business days in advance from the Department's Interpreting Unit.

(b) Additional Advance Notice. Requests for services for conferences, workshops, training, require fifteen (15) business days advance notice.

(c) College or ongoing mainstream classes. Request for services for college classes or ongoing mainstream classes should be made at least thirty (30) days in advance.

(d) Components of Request. Request for services may be made by phone (860-231-1690); fax (860-231-8746); or by e-mail to CDHIInterpreting@ct.gov. Each request must contain the following information:

- Name of requesting entity and individual making the request
- Address, phone number and e-mail of the requesting entity
- Name of the deaf or hard of hearing person(s)
- Date of services needed
- Start and end times of requested services

- Length of time that services will be needed
- Purpose of interpreting services
- Address and telephone number of location where services will be needed
- Name, phone number, and e-mail address for assignment on-site contact person

(e) Additional Information. The Department's Interpreting Unit shall request any additional information that it determines is pertinent to the request for services.

7. Cancellation of Services.

(a) Cancellation. Customer must make cancellations of any requested services directly to the Department's Interpreting Unit. Cancellation requests may be made during regular business hours, 8:30 a.m. – 5:00 p.m., Monday through Friday.

(b) Method of Cancellation. Cancellation requests may be made by phone (860-231-1690); fax (860-231-8746); or by e-mail to CDHIInterpreting@ct.gov.

(c) Cancellations (Unbillable). In order to avoid being billed, all cancellations must be made 48 hours in advance of the requested services.

(d) Charges for Untimely Cancellation (Billable). If services are not cancelled within 48 business hours in advance of the requested services, Customer shall be charged for the length of time that services were requested. If services are cancelled after the interpreter has arrived or is en route to the location, then Customer shall be charged the length of time that services were requested, plus the interpreter's travel time to and from the location. A minimum of two hours will be charged for an untimely cancellation.

8. Processing Requests for Service; No Guarantee; Confirmation of Service Scheduling; Unforeseen Circumstances.

(a) The Department shall process all requests in the order in which they are received.

(b) There is no guarantee that services will be provided for every request that the Department receives.

(c) The Department will make reasonable efforts to confirm via phone or e-mail that the requested services will be provided. However, the Department encourages Customers, short notice or otherwise, to follow up with the Interpreting Unit to check the status of their requests if they have not yet received a phone or e-mail confirmation.

(d) In the event of unforeseen circumstances of unsafe travel, inclement weather, assignment site conditions or interpreter illness, interpreter services may not be provided. Customer shall not be charged for services that could not be provided due to unforeseen circumstances.

(e) Requests made less than ten (10) business days from the requested service date(s) are considered to be "short notice" requests. The Department will make reasonable efforts to secure services though there is no guarantee.

9. Number of Interpreters Assigned. The Department shall determine the number of interpreters that are to be assigned to each request for services. When more than one interpreter is assigned, they are to work as a team.

10. Emergency services.

(a) Emergency defined. Emergency requests for services are assigned a high priority status for purposes of scheduling. An "emergency" is defined as "urgent and essential to health, safety, and welfare of the citizens of the State of Connecticut." The Department's Interpreting Unit shall determine whether a request constitutes an emergency.

(b) Requesting Emergency Services.

i. Regular Business Hours. To request emergency services, Monday through Friday 8:30 a.m. to 5:00 p.m., please phone the Interpreting Unit at 860-231-1690.

ii. After Hours, Weekends, and Holidays. To request emergency services after hours (5:00 p.m. to 8:30 a.m.), on weekends, and on holidays, please phone the Department's Answering Service at 860-231-7623 (voice). This number is not to be called for any other purpose.

(c) Rate. Emergency services shall be provided at the same rate as basic services in Paragraph 4 above.

11. Payment.

(a) The Department shall prepare an invoice detailing services rendered and submit such invoice to the Customer after services have been rendered.

(b) Customer shall review the invoice and make payment within 30 days of receipt.

(c) Non-payment may result in denial of interpreting services.

12. Liability. Each party shall be solely liable for any claims, actions, demands or damages arising out of their acts or omissions or their employees in the performance of this Agreement.

13. Termination for Convenience.

(a) The Department or the Customer may terminate performance of work under this Agreement in whole or in part whenever for any reason the Department or the Customer shall determine that such termination is in the best interest of the State of Connecticut.

(b) This Agreement shall remain in full force and effect for the entire term of the Agreement as stated in Paragraph 2 above unless terminated by either party, by giving the other party written notice of such intention. The required number of days written notice is 15 days. In the event that the Department elects to terminate this Agreement pursuant to this provision, the Department shall notify the Customer by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

14. Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

(a) If the Department is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Department must comply with all terms and conditions of this Section of the Agreement. If the Department is not a Business Associate under HIPAA, this Section of the Agreement does not apply to the Department for this Agreement.

(b) The Department is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under this Agreement in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

(c) The Customer named on page 1 of this Agreement is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

(d) The Department, on behalf of the Customer, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and

(e) The Department is a "business associate" of the Customer, as that term is defined in 45 C.F.R. § 160.103; and

(f) The Department and the Customer agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

i. "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).

ii. "Business Associate" shall mean the Department.

iii. "Covered Entity" shall mean the Customer named on page 1 of this Agreement.

iv. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

v. "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5).

vi. "Individual" shall have the same meaning as the term "individual"' in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

vii. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

viii. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

ix. "Required by Law"' shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

x. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

xi. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

xii. "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

xiii. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

xiv. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

xv. "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

i. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Agreement or as Required by Law.

ii. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Agreement.

iii. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

iv. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Agreement.

v. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Agreement of which it becomes aware in accordance with 45 C.F.R. § 164.5029e)(ii)(C) or any security incident of which it becomes aware in accordance with 45 C.F.R. § 164.5029e)(ii)(C).

vi. Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such PHI.

vii. Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 C.F.R. § 164.524.

viii. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

ix. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to the Secretary in a time and manner agreed designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

x. Business Associate agrees to document and make available the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

xi. Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(x) of this Section of the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's written direction to make available the information required for the Covered Entity to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

xii. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.

xiii. In the event that an individual requests that the Business Associate

(A) restrict disclosures of PHI that Business Associate maintains for or on behalf of the Covered Entity; or

(B) provide an accounting of disclosures of the individual's PHI that Business Associate maintains for or on behalf of the Covered Entity; or

(C) provide a copy of the individual's PHI in an electronic health record that Business Associate maintains for or on behalf of the Covered Entity, the Business Associate agrees to notify the Covered Entity, in writing, within seven business days of the request.

xv. Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual as prohibited by 42 U.S.C. § 17935(d) and in any regulations related thereto.

xvi. Obligations in the Event of a Breach.

(A) The Business Associate agrees that, following the discovery of a breach of unsecured PHI, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and applicable provisions of this Section of the Agreement.

(B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 60 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. § 17932(g)). The notification shall include to the extent possible and subsequently as information becomes available the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

(C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information include to the extent possible and subsequently as information becomes available:

1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).

3. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

4. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.

(i) Permitted Uses and Disclosure by Business Associate.

i. General Use and Disclosure Provisions Except as otherwise permitted, required or limited in this Section of the Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

ii. Specific Use and Disclosure Provisions.

(A) Except as otherwise permitted, required or limited in this Section of the Agreement, Business Associate may use or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise permitted, required or limited in this Section of the Agreement, Business Associate may use of disclose PHI for the proper management and administration of Business Associate as provided in 45 C.F.R. § 164.504(e)(4) or as Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise permitted, required or limited in this Section of the Agreement, Business Associate may use or disclose PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

i. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

ii. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

iii. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall not make any disclosure of PHI to Business Associate if such disclosure would violate HIPAA, HITECH or any applicable federal or state law or regulation and will not request Business Associate to use or make any disclosure of PHI in any manner that would not be permissible under Covered Entity's privacy policies, HIPAA, HITECH or any applicable federal or state law or regulation if such use or disclosure were done by Covered Entity

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Covered Entity's privacy policies, HIPAA, HITECH or any applicable federal or state law or regulation if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Agreement. Further, Covered Entity shall limit any disclosure of PHI to Business Associate to the minimum necessary to accomplish the intended purpose of such disclosure, provided, however, that the requirements set forth above shall be superseded and replaced by the requirements of the "minimum necessary" regulations or guidance to be issued by the Secretary (pursuant to 42 U.S.C. § 17935(b)(1)(B)).

(l) Term and Termination.

i. Term. The Term of this Section of the Agreement shall be effective as of the date the Agreement is effective and shall terminate when the information collected in accordance with provision (h)(x) of this Section of the Agreement is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

ii. Termination for Cause Upon Covered Entity's knowledge of a material breach of this Section of the Contract by Business Associate, Covered Entity shall provide written notice of the breach that specifies the nature of such breach and either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within thirty (30) days after receipt of such written notice ; or

(B) Immediately terminate the Agreement if Business Associate has breached a material term of this Section of the Agreement and cure is not possible; or

(C) If termination is not feasible, Covered Entity shall report the violation to the Secretary.

iii. Effect of Termination.

(A) Except as provided in (l)(ii) of this Section of the Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (h)(x) of this Section of the Contract to the Covered Entity within thirty (30) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Agreement to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Sections.

i. Regulatory References. A reference in this Section of the Agreement to a section in the Privacy Rule means the section as in effect or as amended.

ii. Amendment. The Parties agree to take such action as in necessary to amend this Section of the Agreement from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule, HIPPA and HITECH.

iii. Survival. The respective rights and obligations of Business Associate and Covered Entity shall survive the termination of this Agreement.

iv. Effect on Agreement. Except as specifically required to implement the purposes of this Section of the Agreement, all other terms of the Agreement shall remain in force and effect.

v. Construction. This Section of the Agreement shall be construed as broadly as necessary to implement and comply with HIPAA and HITECH. Any ambiguity in this Section of the Agreement shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

vi. Disclaimer. Nothing contained in this Agreement is intended to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind or character whatsoever, whether in contract, statute, tort (such as negligence), or otherwise, and no person shall be deemed a third-party beneficiary under or by reason of any provision of the Agreement.

15. <u>Family Educational Rights and Privacy Act</u>. The Department acknowledges that it may be given access to education records in the course of performing its obligations pursuant to this Agreement. The Department acknowledges that such information is subject to the Family Educational Rights and Privacy Act (FERPA) and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose except where required by law. The Department further agrees that it will not disclose such information to any third party without the prior written consent of the student to whom such information relates except where authorized by law.

APPROVALS AND ACCEPTANCES:

CUSTOMER: _____

BY _____ DATE: _____

Name of signatory_____

Title of signatory _____

State of Connecticut
DEPARTMENT OF REHABILITATION SERVICES

The Department herein (circle one) IS or IS NOT a Business Associate under HIPAA.

BY _____ DATE: _____

Name of signatory ___Amy Porter_____

Title of signatory __Commissioner, Department of Rehabilitation Services_____

STATE OF CONNECTICUT

Department of Rehabilitation Services Interpreting Unit

BILLING AUTHORIZATION

Customer Account Information (please print):

Name of Entity: Business/Company/Agency_____

Authorized Representative: Signature_____ Date_____

Authorized Representative: Name/Title (printed) _____

Authorized Representative: Direct phone number_____

Authorized Representative: E-mail Address _____

Billing Information (please print):

Name _____

Dept. / Division _____

Address _____

City/State/Zip _____

Attn. (incl. Title) _____

Active Phone Number _____

Fax number _____

E-mail Address _____

Please indicate if you prefer to receive bills: _____ via e-mail, or _____ by mail

For Office Use Only:

CORE CUST #:

Scan Avianco? Y / N

Please complete and return to by e-mail, mail or fax.

Phone: 860-231-1690 Fax: 860-231-8746 E-mail: CDHIInterpreting@ct.gov

Mailing address: P.O. Box 330730, West Hartford, CT 06133-0730

STATE OF CONNECTICUT

Department of Rehabilitation Services Interpreting Unit

SERVICE REQUEST

Title of requesting entity: _____
(Business, Company, Agency, Practice name)

Name of individual submitting this request: _____

Phone number of individual submitting this request: _____

E-mail address to send confirmation to: _____

Name of Deaf or Hard of Hearing Participant(s):

_____

_____

Specific Assignment Information: *Please complete all applicable spaces.*

JUDICIAL: GA# _____ *Docket #:* _____
Charges: _____
*DCF: Link #*_____
*DOL: Cost Center #*_____
Medical: Department _____ *Doctor Name:* _____
Nature of medical appointment: _____

Situation (i.e., investigation, trial, interview, surgery, routine appointment, meeting):

_____

Other additional information (i.e., parking, specific directions):

_____

_____

Specific interpreter preferred (i.e., gender, CDI, legal): _____

Logistical Information:

Date(s)_____Start Time_____ End Time_____ Duration_____
Assignment Location: _____Bldg/Suite:_____
Address: _____Floor and Room# _____
City/State/Zip: _____
On-site Contact: _____ Active Phone Number: _____

For Office Use Only:
Received:
Assignment #:

Please complete and return to by e-mail, mail or fax.
Phone: 860-231-1690 Fax: 860-231-8746 E-mail: CDHIInterpreting@ct.gov
Mailing address: P.O. Box 330730, West Hartford, CT 06133-0730