



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

42 June 4, 2024

EDWARD YEN
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindey P. Horvath
Third District

Janice K. Hahn
Fourth District

Kathryn Barger
Fifth District

June 04, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Christina R. Ghaly, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Deputy Director, Clinical Affairs

Nina J. Park, M.D.
Chief Deputy Director, Population Health

Elizabeth M. Jacobi, J.D.
Administrative Deputy

Dear Supervisors:

**APPROVAL OF A SUCCESSOR SERVICE SHARING AGREEMENT WITH
HEALTH CARE INTERPRETER NETWORK FOR HEALTH CARE
LANGUAGE INTERPRETERS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 288-8050
Fax: (213) 481-0503

www.dhs.lacounty.gov

SUBJECT

Approval to execute a successor service sharing agreement (Agreement) with Health Care Interpreter Network (HCIN) for the Department of Health Services (DHS) to renew its participation with the HCIN for continued sharing of trained health care language interpreters among DHS hospitals and other HCIN members in furtherance of compliance with the applicable Federal, State and local requirements and policies governing language access, including Title VI of the Civil Rights Act of 1964 and the Board of Supervisor's (Board) motions and directives in support of strengthening language access in Los Angeles County (LA County) services.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DHS (Director), or authorized designee, to execute a successor Agreement with HCIN for DHS' continued participation in HCIN's health care language interpreter network and interpretation services, effective on July 1, 2024, through June 30, 2029, with five one-year term extension options, with an estimated initial annual LA County obligation of \$3.5 million.
2. Delegate authority to the Director, or authorized designee, to: (i) exercise the Agreement term extension options; (ii) add, delete, and/or modify certain

"To advance the health of our patients and our communities by providing extraordinary care"



www.dhs.lacounty.gov

terms and conditions of the Agreement as required by law, LA County policy, the Board or the Chief Executive Officer; (iii) modify the Agreement, including scope of services, in accordance with the Agreement's terms and conditions for operational efficiencies and to address changes in service needs, with corresponding changes to the pricing terms; (iv) incorporate and/or revise non-substantive and administrative Agreement terms and conditions; (v) increase and otherwise adjust HCIN membership fees and other rates and fees under the Agreement by up to ten percent (10%) annually to account for changes in technology, as well as networking and other changes at DHS hospitals, to meet the demands and needs of the participating DHS facilities and to remain competitive with market rates; and (vi) effect termination of the Agreement, with all such actions that require Amendments to the Agreement subject to prior review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Background

On June 12, 2007, the Board approved an agreement with Contra Costa Regional Health Foundation (CCRHF) as part of implementation of the Interpreter Call Center Pilot Project at the Rancho Los Amigos National Rehabilitation Center to increase access to care, which was subsequently assigned to HCIN. On June 4, 2014, the Board approved a successor agreement with HCIN which also added other DHS hospitals for participation in HCIN's network for sharing trained health care language interpreters with other HCIN public health care members. That agreement is slated to expire on June 30, 2024.

HCIN is a unique mission-driven, 501(c)(3) nonprofit network membership organization connecting dozens of hospitals and health systems nationwide, including DHS, for sharing the services of trained health care language interpreters. Since HCIN's expansion of its network across the United States, member hospitals now have access to more than 300 health system-based staff language interpreters in more than forty-two (42) languages on demand and more than twenty-nine (29) languages available through scheduled appointments, including a wide range of Indigenous Languages and Dialects of Lesser Diffusion of Mexico and Central America.

Purpose/Justification

By electing to share health care language interpreter resources, DHS and other HCIN members share the cost of maintaining the call center, while benefitting from lower cost to LA County as a result of shared health care language interpretation services. Hospital devices remotely connect to video and voice interpreters on the HCIN system, using a hosted call center platform.

Payment of HCIN membership fees enables DHS to first utilize DHS own qualified health care language interpreters, at no additional cost to LA County, before engaging interpreters from other members of the network. If no qualified interpreters are available among HCIN members, DHS will have a choice between engaging the necessary interpreters on its own or through HCIN. This is a unique, one-of-a-kind arrangement that will allow DHS to benefit from sharing of resources and from access to trained and qualified health care language interpreters of other health care systems, as well as commercial providers to meet the wide scale of health care language interpreter needs. Available 24 hours a day, seven days is the American Sign Language to provide access language services not easily available to patients with communication disabilities. Moreover, while in-house health care language interpreters speak six languages, there are 42 languages on demand and

more than 29 languages available through scheduled appointments, including the Indigenous Languages and Dialects of Lesser Diffusion, shared and served through the DHS hospital-based devices.

DHS' nearly 17-year HCIN membership has allowed DHS to leverage and maximize its own existing health care language interpreter resources, as well as tap into a much larger network of health care language interpreter specialists to meet the needs of LA County's patients. HCIN membership has also facilitated DHS' ability to have an in-house health care language interpreter call center, which enables DHS to control both cost and quality of health care language interpretation services. Currently, HCIN member hospitals in California exchange video health care language interpreter services with each other at \$0.75 per minute. Additionally, DHS exchanges video health care language interpreter services at no cost between member DHS hospitals and earns minute credits whenever DHS interpreters provide health care language interpretation services to other healthcare members of the HCIN.

Recommendations

Approval of the first recommendation will allow the Director, or designee, to execute a successor Agreement with HCIN to replace the current Agreement that is scheduled to expire on June 30, 2024. A successor Agreement is recommended to ensure inclusion of the current required terms and conditions.

Approval of the second recommendation will allow the Director, or authorized designee, the flexibility to make the necessary contractual modifications to effectively administer to meet the demands and needs of the participating DHS facilities without returning to the Board. These actions include extending the term of the Agreement; adding, deleting, and/or changing non-substantive and administrative terms and conditions in the Agreement, modifying and approving necessary changes to scope in services, implementing modifications in accordance with the Agreement's terms and conditions, and increasing the HCIN membership fees and other rates and fees under the Agreement by up to ten percent 10% annually to account for changes in technology, as well as networking and other changes at DHS hospitals, and to remain competitive with market rates.

Implementation of Strategic Plan Goals

The recommended actions support Priority 2 "Alliance for Health Integration and Priority 8 Anti-Racism, Diversity, and Inclusion," of LA County's Strategic Plan.

FISCAL IMPACT/FINANCING

LA County's estimated initial annual obligation for the first year of the Agreement is \$3.5 million.

Funding is included in the DHS Fiscal Year (FY) 2024-25 Recommended Budget and will be requested in future years' budgets. There is no net County cost impact associated with the recommendations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DHS is recommending a successor Agreement to include the most current contractual provisions as required by the Board and to update the statement of work to reflect changes in technology and industry. The Agreement will support DHS' compliance with the applicable Federal, State and local requirements and policies governing language access, including Title VI of the Civil Rights Act of 1964.

The proposed service sharing Agreement with HCIN is not subject to Chapter 2.121 (Contracting with Private Businesses) of the LA County Code, as the services will continue to be provided on an intermittent, as-needed basis.

CONTRACTING PROCESS

On June 2007, the Board accepted an L.A. Care Grant Award for various projects, including the Interpreter Call Center Pilot Project to increase access to care, and approved an agreement with CCRHF for the DHS' participation in HCIN's network for shared language interpretation services, which was subsequently assigned to HCIN. DHS' participation in HCIN's network was renewed pursuant to the 2014 agreement with HCIN, which is slated to expire on June 30, 2024.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continuation of DHS' membership in HCIN's network for health care language interpreters, enabling various DHS hospitals to access a hosted integrated video/voice call center platform for health care language interpretation services. In addition, the Agreement would continue to facilitate provision of high-quality care and culturally sensitive interpretation services to non-English language preferred patients and those with communication disabilities in healthcare settings.

Respectfully submitted,



Christina R. Ghaly, M.D.

Director

CRG:bm

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors