

	PROFESSIONAL SERVICES CONTRACT for OPI and VRI Services	HCA Contract Number: K4724
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THIS CONTRACT is made by and between Washington State Health Care Authority, (HCA) and Universal Language Service, Inc., (Contractor).

CONTRACTOR NAME Universal Language Service, Inc.		CONTRACTOR DOING BUSINESS AS (DBA)		
CONTRACTOR ADDRESS 929 108 th Avenue NE, Suite 710	Street	City Bellevue	State WA	Zip Code 98004-4769
CONTRACTOR CONTACT Mike Short	CONTRACTOR TELEPHONE 360-628-5248	CONTRACTOR E-MAIL ADDRESS HCA@ulsonline.net		
Is Contractor a Subrecipient under this Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CFDA NUMBER(S):	FFATA Form Required <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

HCA PROGRAM Interpreter Services	HCA DIVISION/SECTION MPOI/Community Services
HCA CONTACT NAME AND TITLE Katherine Templet Medical Assistance Program Specialist 3	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE PO Box 45530 Olympia, WA 98504-5530
HCA CONTACT TELEPHONE (360) 725-1258	HCA CONTACT E-MAIL ADDRESS Katherine.templet@hca.wa.gov

CONTRACT START DATE Date of Execution	CONTRACT END DATE June 30, 2024	CONTRACT TOTAL MAXIMUM ADMINISTRATIVE COSTS \$3,128,730
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PURPOSE OF CONTRACT:

To supplement the services provided under contract K2474 with Contractor and provide scheduling and billing software and administrative services to coordinate requests for pre-scheduled spoken language Over-the-phone (OPI) and Video Remote Interpreting (VRI) for Language Access Provider (LAP)s for Medicaid providers and their Apple Health Medicaid enrolled Clients as defined in this Contract.

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

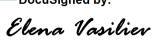

CONTRACTOR SIGNATURE <small>DocuSigned by:</small> 	PRINTED NAME AND TITLE Elena Vasiliev President and CEO	DATE SIGNED 1/10/2022
HCA SIGNATURE <small>DocuSigned by:</small> 	PRINTED NAME AND TITLE Annette Schuffenhauer Chief Legal Officer	DATE SIGNED 1/7/2022

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1. RECITALS

The Washington State Health Care Authority (HCA) posted a Notice of Intent to award a Sole Source Contract to Universal Language Service, Inc. on the Washington Electronic Business Solution (WEBS) website from March 5, 2021 through March 11, 2021 and also posted the Sole Source Notice on the HCA website from March 4, 2021 through March 18, 2021.

HCA also filed the proposed Sole Source Contract and required documentation in the Sole Source Contract Database on March 4, 2021, which was ten (10) or more working days prior to the Contract start date. The Department of Enterprise Services (DES) reviewed and approved the filing on March 18, 2021.

NOW THEREFORE, HCA and Universal Language Service, Inc. enter into this Contract, the terms and conditions of which will govern Contractor's providing to HCA the OPI/VRI Services.

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

2. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Schedule A: Statement of Work (SOW).

3. DEFINITIONS

"Administrative Costs" means the Contractor's costs of operations (salaries, accounting, information technology, supplies, utilities etc.), not including expenses or payment to LAPs for direct services. Also does not include Service Costs.

"AFSCME" means the American Federation of State, County and Municipal Employees.

"Appointment Record" means the electronic or paper form used by the Requester, the LAP, and the Contractor to record and track an interpretation Encounter.

"Authorized Representative" means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

"Authorized Requester" or **"Requester"** means:

- Contracted Healthcare Providers who are authorized by Health Care Authority (HCA) to make requests; or
- Contracted Health Home providers directing patient-centered care to care coordinators; or

"Behavioral Health" means the full range of mental and emotional well-being – from day-to-day challenges of life, to treating mental health and substance use disorders.

“Billing Guide or ProviderOne Billing Guide” is an HCA resource for providers and billing staff whose duties are to: schedule client appointments and check in on the day of service, submit fee for service claims to HCA, post and reconcile payments.

“Border Cities” mean cities in Idaho and Oregon where Clients may receive Medicaid services on the same basis as in-state care. The only recognized Bordering Cities include, In Idaho: Coeur D’Alene, Moscow, Sandpoint, Priest River, and Lewiston; In Oregon: Portland, The Dalles, Hermiston, Hood River, Rainier, Milton-Freewater, and Astoria.

“Breach” means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

“Business Associate” means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate includes Business Associate’s employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

“Business Days” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

“Calendar Hours” means the actual calendar hours of each day, example 12:00 AM to 11:59 PM of the same date equals 24 calendar hours.

“Centers for Medicare and Medicaid Services” or **“CMS”** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

“Client(s)” means any person needing spoken language access services and determined eligible for, and/or receiving services from HCA. This includes but is not limited to Limited English Proficiency (LEP: means a limited ability or inability to speak, read or write English well enough to understand and communicate effectively in normal daily activities).

“CFR” means the Code of Federal Regulations. All references in this Contract to CFR chapters or sections include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

“Code of Professional Conduct” (WAC 388-03-050) means established performance standards to be met by LAPs when providing services under this contract. See Exhibit A, Interpreter Code of Professional Conduct.

“Collective Bargaining Agreement, CBA” means the Washington Federation of State Employees, American Federation of State, County, and Municipal Employees, Council 28, in accordance with the provisions of RCW 41.56.

“Complaint” means any criticism, in any format made on behalf of, or by a Client or Requester regarding direct or contracted services under this Contract.

“Confidential Information” means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not

limited to, any information identifiable to an individual that relates to a natural person's health, (see also Protected Health Information); finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

"Contract" means this Contract document and all schedules, exhibits, attachments, incorporated documents, and amendments.

"Contract K2474" means the contract for face to face interpreter services that was executed by HCA and Contractor on June 6, 2018.

"Contractor" means Universal Language Service, Inc., its employees, and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

"Covered entity" means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form to carry out financial or administrative activities related to health care, as defined in 45 CFR 160.103.

"Customer Services Center" means the Contractor(s) primary office or business location used to station staff to process, schedule, assign, and manage Requests for interpreting services.

"Data" means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract.

"Denied Request" means any Request for Interpreter Services that is not within the scope of this Contract and is denied at the time of the Request.

"Direct Bills" means an HCA/Medicaid Pre-Scheduled Request that was properly screened for eligibility but was denied by ProviderOne. These requests must be billed directly to the requestor at contractor's current market rate.

"Effective Date" means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

"Eligibility" means client Medical Assistance coverage enrollment dates and benefit service package with detail description of the client's benefits and limitations, through the Provider One maintenance system. Known Ineligible Recipient Aid Category (RAC) codes for interpreter service is attached as Attachment 2.

"Encounter" means an Interpreter Service appointment, scheduled by the Contractor at the request of the Requester, which has been completed.

"Fill Rate" means the percentage of requests where a LAP accepted and was assigned to the request. The rate is measured by dividing the total number of requests by the number of those requests that had a LAP assigned to it at any point in time.

“Filled Request” means the status of a Request once a specific LAP has been assigned.

“HCA Contract Manager” means the individual identified on the cover page of this Contract who will provide oversight of the Contractor’s activities conducted under this Contract.

“Health Care Authority” or **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit, or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

“Health Home” means a designated provider (including a provider that operates in coordination with a team of health care professionals) or a health team selected by an eligible individual with chronic conditions.

“Healthcare Provider” means an institution, agency, or person that is licensed, certified, accredited, or registered according to Washington state laws and rules and has a signed Medicaid core provider agreement.

“Incident Resolution Process (IRP)” means the HCA policy for collecting feedback and applying resolutions related to spoken language interpreting jobs accepted by LAPs through the HCA Interpreter Services Program and facilitated by HCA’s Coordinating Entity Contractor(s).

“Interpreter” means a person who provides spoken language interpretation and who is not subcontracted through this agreement as a LAP.

“Interpreter Services Program” means the HCA program established to help ensure equal access to services by providing language access services to Authorized Requesters for their clients.

“Language Access Provider (LAP)” Pursuant to RCW 41.56.030 (11)(a), "Language access provider" means any independent contractor who provides spoken language interpreter services, whether paid by a broker, language access agency, or the respective department:

(i) For DSHS appointments, DCYF appointments, Medicaid enrollee appointments, or who provided these services on or after January 1, 2011, and before June 10, 2012;

(ii) For Department of Labor and Industries authorized medical and vocational providers who provided these services on or after January 1, 2019; or

(iii) For state agencies who provided these services on or after January 1, 2019.

(b) "Language access provider" does not mean a manager or employee of a broker or a language access agency.

For purposes of this contract and as required by RCW 74.04, a LAP must be certified, authorized, or recognized by Department of Social and Health Services Language Testing and Certification (DSHS-LTC)

“Languages of high demand, lesser diffusion” means the languages outside of the Top Seven Languages, where there are 100 or more requesters per year.

“Languages of low demand, lesser diffusion” means the languages outside the Top 7 where there are less than 100 requests per year.

“Medicaid” as defined in WAC 182-500-0070, means the federal aid Title XIX program of the Social Security Act under which medical care is provided to eligible Clients.

“Medically Necessary” as defined in WAC 182-500-0070, is a term for describing requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent worsening of conditions in the Client.

“National Provider Identification (NPI)” means a federal system used by HCA for uniquely identifying all providers of healthcare services, supplies, and equipment.

“No-Show” means a job that is cancelled due to the result of a Client, HCA employee, LAP, or health care provider not keeping an appointment.

“Organizational Index Code” means the HCA number that identifies which Administration and/or office received a service.

“Over-the-phone” or **“OPI”** is a telecommunication service that uses telephonic technology hosted by the Contractor, that utilizes a remote or offsite LAP to provide language access services through the telephone. This includes when some, or all parties are located remotely.

“Overpayment” means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

“Pending Status” means the status of a Request until a specific LAP has been assigned to the appointment.

“Pre-Scheduled Request” means a Request for Interpreter services received in advance of the scheduled appointment time.

“Proprietary Information” means information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

“Protected Health Information” or **“PHI”** means individually identifiable information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual, as defined in 45 CFR 160.103. Individually identifiable information is information that identifies the individual or about which there is a reasonable basis to believe it can be used to identify the individual and includes demographic information. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).

“ProviderOne” or **“P1”** means the system commonly referred to as the Medicaid Management Information System (MMIS) and is the federally approved system used by the Washington Medicaid program to pay provider claims for goods and services authorized under the State Plan. The MMIS is certified by CMS and is the primary information system used by HCA to pay for health care.

“**RCW**” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

“**Request**” means each contact by a Requester with the Contractor seeking a LAP for a specific language, date, and time.

“**Service Cost**” means the actual total cost (Interpreter Service payment) of providing OPI/VRI Services. Does not include Administrative Costs.

“**Statement of Work**” or “**SOW**” means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is Schedule A hereto.

“**Subcontractor**” means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

“**Telemedicine**” means the delivery of health care services through the use of interactive audio and video technology, permitting real-time communication between the patient at the originating site and the provider, for the purpose of diagnosis, consultation, or treatment. The technology used to provide the health care service must meet the standards required by state and federal laws governing the privacy and security of protected health information (HIPAA compliant).

“**Top 7 languages**” means the languages identified in this contract that are of high demand, high diffusion of 100 or more requests yearly, they are identified as:

- Arabic
- Cantonese
- Korean
- Russian
- Somali
- Spanish
- Vietnamese

“**Transaction Control Number (TCN)**” means the eighteen (18) digit number that the ProviderOne assigns to each claim received. The TCN is commonly referred to as the “claim number”.

“**Type of Service**” means the term used to describe the mode of interpreting in the Contractor’s scheduling and coordinating system and data reports. There are two modes of interpreting covered by this contract:

- Over-the-Phone (OPI) type of service
- Video Remote Interpreting (VRI) type of service

“**Union**” means the Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO in accordance with the provisions of RCW 41.56.

“**Unit(s)**” or “**Service Units**” means a period of time for appointments and the billable amount of time. 1 unit = 1 minute of time for OPI and VRI appointments.

“Urgent Request” means OPI/VRI Services which are requested with less than 24-hour notice and/or after the Contractor’s regular business hours, which cannot wait for a response until the next regular business day of the Contractor.

“USC” means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at <http://uscode.house.gov/>.

“Video Remote Interpreting” or **“VRI”**: is a video-based interpreting event that utilizes a HIPAA-compliant video telecommunication service hosted by the Contractor that uses devices such as web cameras or videophones that utilizes a remote or off-site interpreter to provide language access services on screen. This includes when some, or all parties are located remotely and includes Telemedicine appointments.

“VRI-Provider Hosted” is a video-based interpreting event that is required to utilize a HIPAA-compliant video telecommunication service hosted by the requesting provider that uses devices such as web cameras or videophones that utilizes a remote or off-site interpreter to provide language access services on screen. This includes when some, or all parties are located remotely and includes Telemedicine appointments. This service is NOT hosted by the contractor. Requesting providers are responsible for ensuring HIPAA compliance of the virtual meeting room platform and all technological support of the platform used.

“WAC” means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: <http://app.leg.wa.gov/wac/>.

“Web-based Application” means any program that is accessed over a network connection using HTTP, rather than existing within a device’s memory. Web-based applications often run inside a web browser. However, web-based applications also may be client-based, where a small part of the program is downloaded to a user’s desktop, but processing is done over the internet on an external server. For this contract, the web-based application means the online system used to schedule and coordinate interpreter service requests and payments.

“Website” or **“Dedicated Website”** means a location connected to the Internet that maintains one or more pages on the World Wide Web. For this Contract, the website is dedicated to information related to this Contract.

4. SPECIAL TERMS AND CONDITIONS

4.1 PERFORMANCE EXPECTATIONS

Expected performance under this Contract includes, but is not limited to, the following:

- A. All sections of the Statement of Work;
- B. Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;

- C. Use of professional judgment;
- D. Collaboration with HCA staff in Contractor's conduct of the services;
- E. Conformance with HCA directions regarding the delivery of the services;
- F. Timely, accurate and informed communications;
- G. Regular completion and updating of project plans, reports, documentation, and communications;
- H. Regular, punctual attendance at all meetings; and
- I. Provision of high-quality services.

Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor's performance is unsatisfactory. The Parties agree that payment may not be unreasonably withheld, and that such withholding will conform with Section 4.6, *Performance Incentives and Penalties*, and may not be greater than 5 percent of the amount payable.

4.2 TERM

- A. The initial term of the Contract will commence on the date of last signature (Date of Execution) and continue through June 30, 2024, unless terminated sooner as provided herein and contingent on the approval of the Center for Medicare and Medicaid Innovation (CMMI).
- B. This Contract may be extended through June 30, 2026, in whatever time increments HCA deems appropriate. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing in accordance with Section 5.3, *Amendments* of this Contract.
- C. Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

4.3 DES FILING REQUIREMENT

The provisions of Chapter 39.26 RCW require HCA to file this sole source Contract and any amendments to this Contract with the Department of Enterprise Services (DES) for approval. No filed contract or amendment is effective, nor will work commence under it, until the tenth (10th) working day following the date of filing and subject to DES approval.

4.4 COMPENSATION

- A. Total Administrative Costs payable to the Contractor for satisfactory performance of the work under this Contract for the initial term period defined in subsection 4.2A shall not exceed a maximum of \$3,128,730.
- B. The administrative rate paid to the Contractor will be paid at \$44,300 per month initially, based on 75,000 minutes of OPI/VRI jobs per month. HCA will review utilization regularly and may revise, at HCA's sole discretion, the monthly included minutes of OPI/VRI jobs, in accordance with the table below, in writing (email acceptable). Notification will be sent to Contractor no less than 15 calendar days prior to next monthly service period. The Contractor will bill HCA on an approved A19-1A invoice.

Monthly OPI/VRI Minutes Included*	Monthly Admin Cost	Additional OPI/VRI Minutes (per minute)
150,000	\$ 82,335.00	\$ 0.56
125,000	\$ 69,680.00	\$ 0.56
100,000	\$ 57,020.00	\$ 0.56
75,000	\$ 44,300.00	\$ 0.56

*Monthly minutes used are calculated based on the number of units a LAP is compensated for services provided on each job in one (1) minute increments, with any fraction of a minute rounded up to the nearest one (1) minute increment.

- C. The administrative rate is determined by estimated usage of remote services and additional OPI/VRI minutes will be charged at \$0.56/minute.
- D. The parties, by Amendment, may extend the period of performance of this Contract and negotiate considerations to be in effect during any additional extension.
- E. Allocations in this section shall apply during the period of Date of Execution through June 30, 2024.
- F. No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds.
- G. Supplanting. The Contractor shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended, or services provided under this Contract.
- H. Prohibition of Use of Funds for Lobbying Activities. The Contractor shall not use funds payable under this Contract for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Contract shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of a state or federal agency, or

an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

4.5 INVOICE AND PAYMENT

Administrative Costs

- A. Contractor must submit one monthly invoice using the State Form A-19 Invoice, and all related invoice materials, via e-mail to the HCA Contract Manager for the Contractor Administrative Costs.
- B. Invoices must describe and document to HCA's satisfaction a description of the work performed, including the following information as applicable:
 - i. HCA Contract number K4724;
 - ii. Contractor name, address, phone number;
 - iii. A complete list of all HCA billable services for the administrative month;
 - iv. Date(s) of delivery;
 - v. Applicable taxes;
 - vi. Total invoice price.
- C. All HCA invoices will be reviewed and must be approved by the HCA Contract Manager or his/her designee prior to payment.
- D. HCA will return incorrect or incomplete invoices to the Contractor for correction and reissue. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract.
- E. In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>.
- F. Payment will be considered timely if made by HCA within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in its registration.
- G. The HCA will only pay the Contractor for authorized services provided in accordance with this contract.

Interpreter (LAP) Service Cost

- H. Contractor will submit electronic claims for OPI/VRI Services to ProviderOne no later than ten (10) business days from the date a LAP submits or approves a completed job start and end time electronically as per the CBA.
- I. The Contactor must comply with HCA's ProviderOne Billing and Resource Guides at: <https://www.hca.wa.gov/billers-providers/claims-and->

[billing/professional-rates-and-billing-guides](#). Contractor is required to be familiar with and understand the companion guides and all billing requirements for the services provided under the contract.

- i. Download the ProviderOne companion guides and use in conjunction with the ANSI X12 implementation guides
- ii. Purchase the ANSI X12 TR3 implementation guides and specifications

Contractor's Responsibility

- J. The Contractor will assume responsibility for payment to Contractor's employees for wages and benefits. Contractor will further take all steps required to execute the invoicing and payment of fees to Contracted LAPs.
- K. Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within 60 calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted 61 or more calendar days after the Contract expiration date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

Denied Claims

- L. The HCA shall not pay any claims for services submitted more than 12 months after the calendar month in which the services were performed. HCA, within the Special Terms and Conditions of this Contract, may reduce the length of time following the provision of services in which the Contractor must submit claims for payment.
- M. The Contractor shall not bill, and HCA, shall not pay for services performed under this Contract if the Contractor has charged or will charge another agency of Washington State or any other party for the same service.
- N. HCA does not pay for OPI/VRI Services for the following facilities/situations:
 - i. Inpatient hospital services (e.g., labor and delivery);
 - ii. Nursing facility services;
 - iii. Services provided by any other facility, agency, or Requester that is required by federal or state law, regulation, or rules to provide those services (e.g., public health agencies, public hospitals, and local health jurisdictions);
 - iv. Unauthorized Requesters that HCA cannot identify as an employee or participant in the program; or
 - v. Community mental health centers, mental health clinics or mental health institution services covered by a Behavioral Health Organization(s); and
 - vi. Alcohol or other drug-related treatment centers/programs covered by a Behavioral Health Organization(s).

- O. If a pre-scheduled request that was properly screened for eligibility is denied by ProviderOne, the request may be eligible for payment. The Contractor must attempt to bill the requestor directly as described in the SOW, Section 14; *Direct Bills*.
- P. HCA may, at its sole discretion, withhold payments claimed by the Contractor for the services rendered if the Contractor fails to satisfactorily comply with any terms or conditions of this Contract, in accordance with Section 4.1, *Performance Expectations*, and Section 4.6, *Performance Incentives and Penalties*. This right to withhold payments for noncompliance is in addition to, and not in lieu of, any and all rights of HCA under this Contract or by law.
- Q. No monetary fines will be assessed against any LAP for any behavior or failure to complete any Encounter. If inappropriate behavior continues to occur and with proper documentation, the Contractor should follow the required corrective action plan, up to permanent suspension of the LAP. All corrective actions and written notifications must be reported to the Interpreter Services Program Manager.

4.6 PERFORMANCE INCENTIVES AND PENALTIES

- A. Failure to meet any of the Performance requirements outlined in this contract may result in a corrective action plan and the reduction of the Contractor's agreed administrative payment by the commensurate percentage, measured in one-tenth (1/10) of one percent (1%) increments, up to a maximum of five percent (5%). Examples include, but are not limited to:
 - i. Failure to meet the required obligations under the CBA (Exhibit B),
 - ii. Failure to meet any item set forth in the general terms and conditions of this contract, including but not limited to:
 - a. Section 4, Special Terms and Conditions
 - b. Section 5.7, Confidential Information Protection
 - iii. Failure to satisfactorily complete any Corrective Action Plans (CAP).
 - iv. Failure to meet any performance guidelines or expectations as stated in Schedule A, Statement of Work, including but not limited to:
 - a. Section 2, General Requirements, item 2.6 (adherence to the CBA);
 - b. Section 5, Customer Service Requirements;
 - c. Section 6, Tracking and Reporting Fill Rates;
 - d. Section 9, Contracting with LAPs, especially 9.5 (BAA), 9.7 (maintain documentation) and 9.8 (biannual monitoring);
 - e. Section 11, Contractor Timeframe;
 - f. Section 14, Direct Bills; and
 - g. Section 17, Required Reports for IS Program Monitoring.

- B. The Contractor is expected to take appropriate action to fill all requests (urgent and non-urgent) in all categories and must be able to provide documentation of such actions. HCA will review and monitor trends and Contractor performance in filling Urgent Requests and may impose corrective actions if improvements are not made or repeat and/or continuous insufficiencies occur.

Withholdings and earning back withholdings

- C. If the Contractor fails to meet one or more of its obligations under the terms of the Contract or other applicable law, the Contractor may not be permitted to earn back withholdings (see 4.6). Examples include:
 - i. Failure to meet critical Contract deliverables, performance measures, or milestones;
 - ii. Failure to maintain customer service expectations, including call center compliance;
 - iii. Failure to demonstrate appropriate effort towards resolving non-compliance (contract deliverables, performance measures, milestones, etc.);
 - iv. Failure to implement appropriate measures that would result in LAPs accepting OPI/VRI jobs at higher fill rates.;
 - v. Failure to maintain compliance with aspects of the Collective Bargaining Agreement; and
 - vi. Other obligations in Schedule A, Statement of Work.

- D. The Contractor may earn back previous withholdings up to the maximum administrative rate if the Contractor meets the following obligations:
 - i. Implementing measures that result in higher rates of LAPs accepting and being assigned to OPI/VRI jobs;
 - ii. Recruiting LAPs for languages of lesser diffusion
 - iii. Recruiting LAPs to subcontract for additional interpreting modes, to increase the pool available for OPI and VRI
 - iv. a LAP
 - v. Develop, implement, and document process improvements to reduce or eliminate barriers for LAPs or providers in obtaining language access services; and
 - vi. Increasing contract compliance for areas under corrective action or not meeting minimum expectations (such as call center and/or customer service expectations)

4.7 COLLECTIVE BARGAINING AGREEMENT (CBA) REQUIREMENTS (EXHIBIT B)

In accordance with RCW 41.56.113, and the Collective Bargaining Agreement the Contractor must adhere to all articles of the CBA as it relates to OPI/VRI requirements and as outlined below:

- A. Article 5, Required Documentation;
- B. Article 6.2.B; 6.3.A.6; 6.3.B, and 6.5.E Economic Compensation
- C. Article 7, Economic Process;
- D. Article 8, Grievance Procedures
- E. Article 11, Policies and Requests for Information; and
- F. Article 12, Dues and Other Voluntary Deductions and Status Reports (see Section 17.10 of the SOW).

4.8 CONTRACTOR AND HCA CONTRACT MANAGERS

- A. Contractor’s Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the HCA Contract Manager for all business matters, performance matters, and administrative activities.
- B. HCA’s Contract Manager is responsible for monitoring the Contractor’s performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor’s invoices prior to payment.
- C. The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

Universal Language Service, Inc Contract Manager Information		Health Care Authority Contract Manager Information	
Name:	Mike Short	Name:	Katherine Templet
Title:	Contract Manager	Title:	Medical Assistance Program Specialist 3
Address:	929 108 th Ave NE, Suite 710 Bellevue, WA 98004	Address:	PO Box 45530 Olympia, WA 98504-5530
Phone:	360-628-5248	Phone:	360-725-0769
Email:	HCA@ulsonline.net	Email:	katherine.templet@hca.wa.gov

4.9 KEY STAFF

- A. Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff must not be

changed during the term of the SOW from the people who were described in first SOW, or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.

- B. During the term of the SOW, HCA reserves the right to approve or disapprove Contractor's Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Contractor's Key Staff, or to require the removal or reassignment of any Contractor staff found unacceptable by HCA, subject to HCA's compliance with applicable laws and regulations. Contractor must provide a resume to HCA of any replacement Key Staff and all staff proposed by Contractor as replacements for other staff must have comparable or greater skills for performing the activities as performed by the staff being replaced.

4.10 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

- A. In the case of notice to the Contractor:

Attention: Contracts Administrator
Universal Language Service, Inc.
Post Office Box 4147
Bellevue, WA 98009-4147
HCA@ulsonline.net

- B. In the case of notice to HCA:

Attention: Contracts Administrator
Health Care Authority
Division of Legal Services
Post Office Box 42702
Olympia, WA 98504-2702
contracts@hca.wa.gov

- C. Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.
- D. The notice address and information provided above may be changed by written notice of the change given as provided above.

4.11 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

- A. Applicable Federal and State of Washington statutes and regulations;
- B. Business Associate Agreement, HCA Contract Number K2721;
- C. Data Share Agreement, HCA Contract Number K2773;
- D. Recitals
- E. Special Terms and Conditions;
- F. General Terms and Conditions;
- G. Attachment 1: Confidential Information Security Requirements;
- H. Attachment 2: Ineligible Recipient Aid Categories (RACs);
- I. Attachment 3: Implementation Plan;
- J. Schedule A(s): Statement(s) of Work; and
- K. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

4.12 INSURANCE

Contractor must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows:

- A. Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- B. Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per

occurrence, using a Combined Single Limit for bodily injury and property damage.

- C. Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- D. The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents, and employees as additional insured under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor’s receipt of such notice. Failure to buy and maintain the required insurance may, at HCA’s sole option, result in this Contract’s termination.
- E. Privacy Breach Response Coverage. Contractor must maintain insurance to cover costs incurred in connection with a Breach, or potential Breach, including:
 - i. Computer forensics assistance to assess the impact of the Breach or potential Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws.
 - ii. Notification and call center services for individuals affected by a Breach.
 - iii. Breach resolution and mitigation services for individuals affected by a Breach, including fraud prevention, credit monitoring and identity theft assistance.
 - iv. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

The policy must be maintained for the term of this Agreement and three (3) years following its termination.

- F. Industrial Insurance Coverage. Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor’s employees, as may be required of an “employer” as defined in Title 51 RCW and must maintain full compliance with Title 51 RCW during the course of this Contract.

Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance Section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

5. GENERAL TERMS AND CONDITIONS

5.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

5.2 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by the Contractor pursuant to this Contract.

5.3 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5.4 ASSIGNMENT

- A. Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 5.35, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer, or delegation in contravention of this subsection 5.4A of the Contract will be null and void.
- B. HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.
- C. This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

5.5 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

5.6 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor

must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

5.7 CONFIDENTIAL INFORMATION PROTECTION

- A. Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information (See Attachment 1: Confidential Information Security Requirements).
- B. Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).
- C. Contractor is required to enter into Business Associate Agreements (BAAs), approved by HCA and HCA's legal representatives, with all Language Access Providers that accept work under this Contract.
- D. HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- E. The obligations set forth in this section will survive completion, cancellation, expiration, or termination of this Contract.

5.8 CONFIDENTIAL INFORMATION SECURITY

The federal government, including the Centers for Medicare and Medicaid Services (CMS), and the State of Washington all maintain security requirements regarding privacy, data access, and other areas. Contractor is required to comply with the Confidential Information Security Requirements set out in Attachment 1 to this Contract and appropriate portions of the Washington OCIO Security Standard, 141.10 (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>). This compliance includes the successful

completion of the Office of Cyber Security – Security Design Review per section 1.2.1 of the OCIO 141.10 Standard.

5.9 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION

- A. Contractor must notify the HCA Privacy Officer (PrivacyOfficer@hca.wa.gov) within five (5) Business Days of discovery of any Breach or suspected Breach of Confidential Information.
- B. Contractor will create and complete an HCA-approved Breach form.
- C. Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to, sanctioning employees, and taking steps necessary to stop further unauthorized access. Contractor agrees to indemnify and hold HCA harmless for any damages related to unauthorized use or disclosure of Confidential Information by Contractor, its officers, directors, employees, subcontractors, or agents.
- D. If notification of the Breach or possible Breach must (in the judgment of HCA) be made under the HIPAA Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
 - i. HCA may choose to make any required notifications to the individuals, to the U.S. Department of Health and Human Services Secretary (DHHS) Secretary, and to the media, or direct Contractor to make them or any of them.
 - ii. In any case, Contractor will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect HCA clients (such as paying for regular credit watches in some cases).
 - iii. Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.
- E. Any breach of this clause may result in termination of the Contract and the demand for return or disposition (Attachment 1, Section 6) of all Confidential Information.
- F. Contractor's obligations regarding Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Confidential Information and for any breach or possible breach at any time.

5.10 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, HCA will maintain the confidentiality of Contractor's

information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor's Proprietary Information, HCA will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified.

5.11 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

5.12 DEBARMENT

By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Contractor agrees to include the above requirement in any and all subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term hereof.

5.13 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

- A. The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which

he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

- B. A party's request for a dispute resolution must:
 - i. Be in writing;
 - ii. Include a written description of the dispute;
 - iii. State the relative positions of the parties and the remedy sought;
 - iv. State the Contract Number and the names and contact information for the parties;

- C. This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

- D. Payment Disputes
 - i. Disputes related to payments made by HCA under this contract must be resolved at the local level (i.e., between the Authorized Requester and the Contractor) with the exception of Medicaid providers.
 - ii. Disputes regarding services provided to Medicaid providers must be resolved with the Health Care Authority (HCA) Interpreter Services Section.
 - iii. If a resolution cannot be achieved at the local level, the dispute must be forwarded by the Requester and/or Contractor to the Requester's designated HCA representative, pursuant to procedures established by HCA.
 - iv. The Contractor and HCA shall be responsible for exercising due diligence in identifying procedures related to the local level handling and forwarded appeals of payment disputes. Action pursuant to this clause by either party shall not be construed as a waiver of any legal avenue of recourse available through this Contract.

5.14 ENTIRE AGREEMENT

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 5.41, *Warranties*.

5.15 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control,

including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

5.16 FUNDING WITHDRAWN, REDUCED, OR LIMITED

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then HCA, at its sole discretion, may:

- A. Terminate this Contract pursuant to Section 5.38C, *Termination for Nonallocation of Funds*;
- B. Renegotiate the Contract under the revised funding conditions; or
- C. Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.
 - i. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - ii. When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - iii. If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

5.17 GOVERNING LAW

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

5.18 HCA NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals, or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on site.

5.19 INDEMNIFICATION

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons or damage to property, or Breach of its confidentiality and notification obligations under Section 5.7, Confidential Information Protection, and Section 5.9, *Confidential Information Breach – Required Notification*, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

5.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold itself out as or claim to be an officer or employee of HCA or of the State of Washington by reason hereof, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

5.21 LEGAL AND REGULATORY COMPLIANCE

- A. During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state, and local laws, rules, and regulations.
- B. While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.
- C. Failure to comply with any provisions of this section may result in Contract termination.

5.22 LIMITATION OF AUTHORITY

Only the HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

5.23 NO THIRD-PARTY BENEFICIARIES

HCA and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

5.24 NONDISCRIMINATION

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations, and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 CFR Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with HCA.

5.25 OVERPAYMENTS TO CONTRACTOR

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor in order to permit Contractor to address the issue with the relevant parties, including seeking refunds of overpaid or erroneously paid amounts. Contractor shall then refund the full amount to HCA within ninety (90) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 5.13, *Disputes*.

5.26 PAY EQUITY

- A. Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

- B. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- C. Bona fide job-related factor(s) may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- D. A “bona fide regional difference in compensation level” must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- E. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor’s failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA’s request for such evidence, HCA may suspend or terminate this Contract.

5.27 PUBLICITY

- A. The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor’s services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.
- B. Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract, or any Service furnished by Contractor in which HCA’s name is mentioned, language is used, or Internet links are provided from which the connection of HCA’s name with Contractor’s services may, in HCA’s judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

5.28 RECORDS AND DOCUMENT REVIEW

- A. The Contractor must maintain books, records, documents, magnetic media, receipts, invoices, or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC

1396a(a)(37)(B); 42 USC 1396a(a)(42(A); 42 CFR 431, Subpart Q; and 42 CFR 447.202].

- B. The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.
- C. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

5.29 REMEDIES NON-EXCLUSIVE

The remedies provided in this Contract are not exclusive but are in addition to all other remedies available under law.

5.30 RIGHT OF INSPECTION

The Contractor must provide right of access to its facilities to HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

5.31 RIGHTS IN DATA/OWNERSHIP

- A. HCA and Contractor agree that all data and work products (collectively "Work Product") produced pursuant to this Contract will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, databases, documents, records, and reports, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.
- B. Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.
- C. Contractor will not use or in any manner disseminate any Work Product to any third party or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- D. Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting

Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.

- E. Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

5.32 RIGHTS OF STATE AND FEDERAL GOVERNMENTS

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Contract; (iii) the copyright in any work developed under this Contract; and (iv) any rights of copyright to which Contractor purchases ownership under this Contract.

5.33 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

5.34 SITE SECURITY

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

5.35 SUBCONTRACTING

- A. Neither Contractor, nor any Subcontractors, may enter into subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such subcontract. In no event will the existence of the subcontract operate to release

or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.

- B. Contractor is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Contract are included in any subcontracts.
- C. If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.
- D. The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.
- E. HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

5.36 SURVIVAL

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled Confidential Information Protection, Confidential Information Breach – Required Notification, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Document Review, Rights in Data/Ownership, and Rights of State and Federal Governments will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

5.37 TAXES

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue (DOR) and be responsible for payment of all taxes due on payments made under this Contract.

5.38 TERMINATION

A. Termination for Default

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective

action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

In the event of termination for default, Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

B. Termination for Convenience

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

C. Termination for Nonallocation of Funds

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

D. Termination for Withdrawal of Authority

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

E. Termination for Conflict of Interest

HCA may terminate this Contract by written notice to the Contractor if HCA determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

5.39 TERMINATION PROCEDURES

- A. Upon termination of this Contract, HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.
- B. HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 5.13, *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.
- C. After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:
 - i. Stop work under the Contract on the date of, and to the extent specified in, the notice;
 - ii. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
 - iii. Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - iv. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;
 - v. Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
 - vi. Complete performance of any part of the work that was not terminated by HCA; and

- vii. Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.
- viii. As requested by HCA, direct records related to this Contract that are in the possession of the Contractor in which HCA may acquire an interest or require a transfer of such documents to a new Contractor.

5.40 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

5.41 WARRANTIES

- A. Contractor represents and warrants that it will perform all services pursuant to this Contract in a professional manner and with high quality and will immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.
- B. Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- C. EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- D. Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

Schedule A – Statement of Work

Spoken Language OPI and VRI

The Contractor must provide services and deliverables and do all things necessary for or incidental to the performance of work as set forth below and as agreed upon between Contractor and HCA. This contract provides scheduling and billing software and administrative services to coordinate requests for pre-scheduled over-the-phone interpreting (OPI) and video remote interpreting (VRI) for Language Access Provider (LAP)s to provide spoken language services for Medicaid providers and their Apple Health Medicaid enrolled clients.

OPI and VRI services will facilitate communication between Clients and Authorized Requesters through remote or offsite spoken Language Access Providers (LAPs)/interpreters. LAPs/interpreters will not be permitted in the same location as the Client and facility/provider at any time during an OPI or VRI appointment.

1. Implementation Period

Prior to statewide implementation of the services in this Contract, Contractor will provide the services described in this Contract in a transitional period with a limited number of LAPs and Requesters to be identified by HCA and Contractor. All other LAPs and Requesters will continue to use the PHE process outlined in K2474, Amendment 5.

Contractor must develop a plan for implementing the OPI/VRI contract (“Implementation Plan”), which will include specific steps for transitioning phone and video-based requests from the PHE process outlined in K2474, Amendment 5 to this new OPI/VRI contract. The Implementation Plan, Attachment 3, is incorporated herein, , and any changes or revisions will be incorporated by reference and agreed upon by both parties in writing.

The Contractor is required to comply with the Implementation Plan and any revised versions. HCA and the Contractor will collaborate on developing the Implementation Plan, which must be approved by HCA. The final approved Implementation Plan will be provided to Contractor no later than five business days prior to implementation and will be incorporated into this Contract by Amendment. Any revised versions of the Implementation Plan will be agreed upon in writing by both parties and are incorporated by reference.

The Implementation Period will begin within March 1, 2022, of Contract Effective Date and continue until HCA provides determination that Implementation Period can end, and statewide implementation should begin, not to be less than two LAP pay periods.

1.1 During this Transition Period, Contractor will:

- A. On a weekly basis track and monitor all job reports and requests Each Tuesday report to HCA, at a minimum:

- i. Number of OPI requests received during that week, and total number received from the start date of the transition period
 - a. OPI fill rates for all dates of service that have occurred to date
 - ii. Number of VRI requests received during that week, and total number received to date
 - a. VRI fill rate all dates of service that have occurred to date
 - iii. All issues in scheduling, including:
 - a. Errors in scheduling; and
 - b. Jobs not scheduled for appropriate time.
 - iv. LAP acceptance or rejection of job;
 - a. Reason for rejection, if applicable.
 - v. Authorized Requester use of process;
 - a. Reason for not using, if applicable;
 - vi. Call issues (e.g., dropped calls, bad connections, unable to connect with LAP, requester issues).
- B. Continue to enroll Requesters and LAPs for statewide implementation of the Contract. Report weekly the:
- i. Total number of new LAPs subcontracted during each week, and total number subcontracted to date
 - ii. Total number of new Authorized Requestors each week, and total number enrolled to date
- C. Meet no later than April 12, 2022, to evaluate the implementation and soft launch utilization including discussion of success, areas for improvement, scheduling, LAP and Authorized Requester concerns.

2. General Requirements

Contractor Must:

- 2.1 Utilize the same Web-based Application used for in-person appointments as established in Contract K2474. Requesting OPI and VRI modes of interpreting must be incorporated into the existing platform used by LAPs/interpreters, Authorized Requesters and HCA.

- A. The following types of service must be selectable on the Universal portal:

- i. Ability to select 'in-person' type of service,
 - ii. Ability to select 'Phone Pre-Scheduled' type of service,
 - iii. Ability to select "Video Pre-Scheduled" type of service,
 - B. Data collection and reporting must be consistent between Contract K2474 (in-person services) and this Contract (OPI/VRI services).
 - C. Reports should not be duplicative, and information can be combined with all Reports in section 15 of Contract K2474.
 - D. Maintain a business location in the state of Washington.
- 2.2 The Contractor's service area for this Contract will include the state of Washington and Border Cities in the states of Oregon and Idaho to include:
 - A. Oregon: Astoria, Hermiston, Hood River, Milton-Freewater, Portland, Rainier, and The Dalles; and
 - B. Idaho: Coeur D' Alene, Lewiston, Moscow, Priest River, and Sandpoint.
- 2.3 Publicly post to the Contractor's Dedicated Website, the hours of operation to provide assistance to Authorized Requesters and LAPs by phone, email, fax, or other methods of communication during normal work hours as referenced in the contract.
- 2.4 Assume sole responsibility for all work performed under this Contract by:
 - A. The Contractor's employees, officers, directors, agents, representatives, associates; and
 - B. LAPs/interpreters.
- 2.5 The Contractor and its employees, volunteers, and board shall have no legal affiliations or connection to any subcontractor over which they have control or from whom they directly or indirectly benefit.
- 2.6 Adhere to the terms and conditions of the WFSE, AFSCME Council 28, Language Access Providers Collective Bargaining Agreement (CBA) (Exhibit B) as currently written, or as hereafter amended and any successor CBA. www.ofm.wa.gov/labor/agreements/default.asp. The listed articles are not intended to supersede or replace the CBA, nor is this minimizing the requirement to comply with all other articles and aspects of the CBA. Consideration should be on the following Articles;
 - A. Article 5 – Documentation
 - i. Required documentation:

- a. The electronic appointment work order will indicate the authorized requester's scheduled start and end times of the appointment.
 - b. LAPs/interpreters will have electronic capabilities to view and approve or dispute the specific duration and date(s) for when they provided services or were scheduled to provide such services.
 - c. LAPs/interpreters will receive a text message and/or an email notification for appointment cancellations made twenty-four (24) hours or less before the originally scheduled appointment time. The LAPs may choose their preferred form of notification.
- ii. LAPs/interpreters must review and approve jobs within one-hundred-eighty (180) days from the service date. Failure to do so will result in non-payment. Contractor will notify the LAP electronically when jobs have not been approved within one-hundred-fifty (150) days from the service date.

There is no requirement for Contractor to provide the dates of service or job numbers.

B. Article 6 – Economic Compensation

i. Rate of Pay

Telephonic and Video Remote Interpreting Services Interpreters will be paid a minimum of sixty-two cents (\$0.62) per minute when providing services via telephonic technologies, and three dollars (\$3.00) per minute for the first ten (10) minutes and sixty cents (\$0.60) per minute for every minute thereafter when providing services via video remote technologies.

ii. Appointment times

- a. A LAP will be paid a minimum of three (3) minutes when they provide interpreting services via telephonic technologies, and a minimum of ten (10) minutes when they provide interpreting services via video remote technologies (VRI). When a LAP provides telephonic or video remote interpreting services longer than for the minimum, the LAP will be paid in one (1) minute increments with any fraction of an increment rounded up to the nearest one (1) minute increment.
- b. There is no requirement for prescheduling with a LAP to provide interpreter services via telephonic technologies or VRI. The State's third parties will use the first available DSHS authorized/certified/recognized language access provider, except when an authorized requester is unable to schedule an appointment at least twenty-four (24) hours before the start of the appointment due to an urgent or unforeseen need, or when the appointment is unfilled twenty-four (24) hours before the start of the appointment. Preference will be given to those located within the states of Washington, Idaho, or Oregon.

- c. An Interpreter assigned outside of the CBA for the purposes of this Contract is subject to the Contractor's private rate, however Contractor will not bill HCA more than the approved CBA rate.

iii. Start Times

The start time of the appointment will be the scheduled start time or the time the interpreter arrives, whichever is later. If the authorized requester, patient/client, and the interpreter all agree to begin earlier than the scheduled start time, the interpreter will be paid from when they begin providing interpreter services.

iv. Double Booking

If two (2) or more interpreters are scheduled for the same appointment, the interpreter with the earliest documented appointment confirmation date and time will complete the appointment, unless otherwise agreed by the interpreters.

3. OPI and VRI Option

- 3.1 Contractor will add OPI and VRI options to the services identified in the Contract and schedules for Authorized Requesters and LAPs/interpreters within the Contractor's Salesforce platform. The OPI and VRI option will apply to HCA Medicaid appointments only and will include the following:
 - A. OPI and VRI services for traditional appointments where the Client is at the Authorized Requester's location and LAP/interpreter is at another location; and
 - B. OPI and VRI services for Telemedicine and/or remote appointments, where the Client, Authorized Requester, and LAP /interpreter are all in different locations or any remote circumstance other than described in option A.
- 3.2 Contractor will provide all staffing, services, telecommunication, software, and any other goods and services required to successfully provide OPI and VRI services.
- 3.3 Contractor is responsible for conducting all conferencing and/or connectivity functions to connect Authorized Requesters and LAPs/interpreters for OPI and VRI jobs. This does not apply to VRI-provider hosted, video jobs.
- 3.4 Contractor must track all job and billing data related to OPI and VRI using the same methods as in-person data in Contract K2474, in addition to:
 - A. Tracking the LAPs time when they connect and disconnect for the appointment for OPI

- B. Tracking the Authorized Requester time when they connect and disconnect for the appointment for OPI
- 3.5 Contractor must provide information on how to interpret in a HIPAA compliant environment for OPI and VRI and encourage LAPs/interpreters to comply. Contractor should require that LAPs/interpreters and Authorized Requesters use private locations and not disruptive public or semi-public settings, such as servicing appointments:
- A. Outside the home;
 - B. While driving;
 - C. At playgrounds, outdoor areas, including any public areas; and
 - D. At home while loud disruptions can be heard by the Client and Authorized Requester,

This is not an all-inclusive list and Contractor needs to ensure that LAPs/interpreters are aware of their surroundings prior to beginning a call or video conferencing.

4. **OPI and VRI performance expectations**

OPI and VRI:

- 4.1 Contractor must accommodate telemedicine appointments by providing two-way and three-way, real time interactive communication between the Client, and the requestor at the distant site. The LAP may be at a third distant site or with the requestor. This electronic communication means the use of interactive telecommunications equipment that includes, at a minimum, audio, and video equipment. Contractor will not provide technology equipment to Authorized Requester, LAP, or client.
- 4.2 Contractor must provide the technology to host OPI and VRI appointments within their own platforms, including tracking data through the lifecycle of the request (such as the start and end times of OPI appointments). Contractor is not required to host VRI appointments within their own platforms for "VRI-provider hosted" appointments, but the Contractor must provide the technology to track data of the request.
- 4.3 Contractor must be capable of providing flexible technology options that can meet a wide range of possible telemedicine scenarios
- 4.4 Contractor must track the different telemedicine scenarios requested during the first six (6) months of the contract. This will serve to establish the baseline and become the minimum contract expectation.
- 4.5 Contractor must make continual improvements to their OPI and VRI platforms to meet requestor needs and industry changes.

- 4.6 Contractor must establish, maintain, and publish minimal system and technical specifications for all parties to operate and utilize Contractors OPI and VRI system, to include telemedicine. Contractor is not responsible to establish or maintain system and technical support to Authorized Requesters who utilize their preferred method of video technology for “VRI-provider hosted” appointments.
- 4.7 Written guidelines must be updated as changes occur and sent to HCA for review and approval seven (7) Business Days prior to distribution.
- 4.8 LAPs/interpreters and Authorized Requesters must be notified of any changes five (5) Business Days prior to the change.
- 4.9 Contractor must establish, maintain, and publish written guidelines and instructional procedures for: Authorized Requesters, LAPs/interpreters, and Contractors’ employees.
- 4.10 Contractor will bill HCA ProviderOne within ten (10) Business Days of a completed and approved work order form by LAP.
- 4.11 Contractor will remit payment to the LAP according to the guidelines of the CBA article 7.2.C.
- 4.12 Contractor will remit payment to interpreters according to their private pay schedule.
- 4.13 Contractor must track and report fill rates for each mode (OPI and VRI) separately

OPI Only:

- 4.14 Contractor must ensure sufficient staffing to answer 90% (ninety percent) of all calls from Authorized Requesters within 30 (thirty) seconds.
- 4.15 Contractor must ensure sufficient staffing is provided to connect Authorized Requesters to LAPs/interpreters within two (2) minutes and 30 seconds for ninety percent (90%) of all OPI appointments twenty-four (24) hours a day, seven (7) days a week.
- 4.16 Contractor must maintain five percent (5%) or less, monthly dropped call rate for OPI.
- 4.17 Contractor must maintain enough telecommunication equipment and licenses, and any other goods and services required to successfully connect LAPs/interpreter to the Authorized Requesters for one hundred percent (100%) of all OPI appointments.
- 4.18 If a call is dropped, the Contractor must be available to reconnect the LAP/interpreter with the Authorized Requester when the Authorized Requestor calls the Contractor back. Dropped calls must be reconnected to all parties within two (2) minutes and 30 seconds of the Authorized Requestor calling back, for ninety percent (90%) of all dropped calls per month.

VRI Only (does not apply to VRI provider hosted):

- 4.19 Contractor must ensure sufficient staffing is available to provide technical support to LAPs and Authorized Requesters within two (2) minutes and thirty (30) seconds for ninety percent (90%) of all pre-scheduled VRI requests twenty-four (24) hours a day, seven (7) days a week.
- 4.20 Contractor must maintain a five percent (5%) or less, monthly dropped call rate for VRI.
- 4.21 Contractor must ensure sufficient software, licenses, and staffing are provided for LAPs/interpreters and Authorized Requesters for one hundred percent (100%) of all VRI appointments. This requirement does not apply to “VRI-provider hosted” appointments.
- 4.22 Authorized Requesters and LAPs/interpreters must be able to access the VRI link by logging into their Salesforce account.
- 4.23 Contractor must provide training and informational materials to Authorized Requestors informing them of their responsibility to:
 - A. To share VRI links to the Medicaid client for all telemedicine or other appointment types when the client is not present with the Authorized Requestor
 - B. Ensure that Authorized Requesters understand the ability to use either the Contractor’s VRI technology or the Authorized Requester’s own preferred VRI technology during scheduling of a VRI request.
 - C. Ensure Authorized Requesters understand the HIPAA compliance requirement for video-based technology when using their own preferred VRI technology
 - D. Ensure Authorized Requester has the ability to obtain technical assistance for all appointments scheduled with Contractor’s VRI technology. Contractor is not responsible to provide technology assistance to Authorized Requesters who are using their own preferred VRI technology.

VRI -Provider hosted only

- 4.24 Contractor must accommodate “VRI-provider hosted” appointments, including a dedicated field for Authorized Requesters to include a link which is easily accessible by LAPs/interpreters.
 - A. Contractor must require Authorized Requesters to complete an attestation to comply with all CBA and HIPAA/Security requirements when scheduling a “VRI-provider hosted” appointment.

5. Customer Service Requirements

The Contractor must:

- 5.1 Provide staff and telephone lines to achieve eighty percent (80%) of all incoming calls, including hearing-impaired system calls, to be answered within sixty (60) seconds during normal business hours (8:00am – 5:00pm Monday-Friday). Contractor must collect and provide data reports that demonstrate compliance during the required business hours.
- 5.2 Provide a training program for all staff working or interacting with the HCA Contract, approved by HCA, on all things related to the HCA Contract requirements and CBA. This will be required by all call center staff prior to responding to Authorized Requesters and LAPs/interpreter for HCA jobs. Contractor must document said training and provide HCA a list of employees' completion and any related quality assurance issues. The training program will include:
 - A. Quality checklist
 - B. Understanding of CBA
 - C. Understanding of contract requirements
 - D. Quarterly knowledge assessment test
 - E. A minimal level of quality for staff to maintain
 - F. Corrective action plans if staff fall under the minimum quality status
- 5.3 Provide OPI and VRI Services through direct written subcontracts with DSHS Certified/Authorized/Recognized spoken language LAPs. LAPs must meet all criteria as set in Section 9 of the SOW.
- 5.4 Provide OPI and VRI services with qualified interpreters for appointments that are filled within twenty-four (24) hours or last-minute appointments as outlined in subsection 9.3 of SOW.
- 5.5 Provide a mobile friendly Web-based Application for Authorized Requesters to pre-schedule OPI and VRI Service Requests.
- 5.6 Upon receipt of a request from an Authorized Requester, or from HCA authorized staff, verify provider eligibility, client eligibility, and schedule, process, assign, and manage interpreter services in conjunction with a Client's scheduled appointment.
- 5.7 Requests may be submitted outside the web-based technology (e.g., via email, telephone, or facsimile transmission) when the Requester is experiencing unexpected technical difficulties/internet outage if an appointment date/time meets the Urgent Request definition as determined appropriate by the Contractor's policies.
- 5.8 Provide a local and toll-free number for Authorized Requesters.
- 5.9 Provide a local and toll-free number for LAPs/interpreters.

- 5.10 Provide staff and telephone lines to answer customer calls during normal business hours (8:00am – 5:00pm Monday-Friday). Contractor must collect and provide data reports that demonstrate compliance.
- 5.11 A phone answering machine or electronic voice mail may be used when offered as an option to the Authorized Requester; however, Authorized Requesters shall be given the option of staying in queue to reach a staff person during regular business hours.
- 5.12 Provide staff to process, schedule, assign, manage and monitor the Web-based Application, email, telephone, electronic voice mail, or facsimile transmission requests during normal business hours.
- 5.13 Have the ability to send and receive HIPAA compliant electronic data files with HCA's ProviderOne system.
- 5.14 Have personnel policies that conform to federal, Washington State, and local statutes and ordinances.
- 5.15 Update and make available all materials related to the program procedures, policy, or other documents within seven (7) Business Days after receiving the change from HCA.
- 5.16 Maintain a list of current Contractor employees assigned to the performance of this Contract, including employees' names, titles, supervisory relationships, and in an organizational chart format; provide the list immediately to HCA staff upon request.
- 5.17 Establish and maintain an ombudsperson position; or a trained staff person whose responsibility is resolving Complaints (including ADA), and HCA inquiries, including ensuring adherence to CBA.
- 5.18 Contractor must report any Medicaid related ADA grievances immediately to HCA's Compliance officer at compliance@hca.wa.gov.
- 5.19 Contractor must provide a monthly report on any ADA related grievances/Complaints received related to this contract.
- 5.20 Within 90 days of a new hire start date, provide cultural competency training to new staff and ongoing learning opportunities for topics such as culturally and linguistically appropriate communication and language access needs. Contractor must provide HCA with a copy of their cultural competency training material.
- 5.21 Train Customer Services Center staff on Client and OPI and VRI Service eligibility for services per HCA's benefit services package described in WAC 182-501-0060. <http://apps.leg.wa.gov/wac/default.aspx?cite=182-501-0060>. Contractor must provide HCA with a copy of their customer service staff training materials.

5.22 Notify HCA directly and post online two Business Days prior to any system outage or closure of the Customer Service Center and provide notification within 24 hours of when an outage/closure occurred due to an unplanned emergency/disaster.

5.23 The Contractor may close the Customer Service Center in observance of Washington State observed legal holidays as defined by RCW 1.16.050.

6. Tracking and Reporting Fill Rates

The Contractor must track and report the quarterly fill rates for all OPI and report the quarterly fill rates for all VRI requests in the following categories. OPI and VRI must be tracked and reported separately.

6.1 Top 7 spoken languages:

- A. Spanish,
- B. Russian,
- C. Arabic,
- D. Cantonese,
- E. Korean,
- F. Somali,
- G. Vietnamese,

6.2 Languages of High Demand, Lesser Diffusion

6.3 Languages of Low Demand, Lesser Diffusion

7. Information Requirements

The Contractor must:

7.1 Provide and maintain a Website for Authorized Requesters and LAPs/interpreters to access information pertaining to the HCA Interpreter Services contracts. The Website at a minimum must have the capacity to allow LAPs/interpreters and Authorized Requesters to have access to the following:

- A. A link to the Web-based Application for subcontractors and Authorized Requesters;
- B. Information related to the Interpreter Services Program;
- C. A link to the HCA Interpreter Services webpage;

- D. Contractor's contact information including:
 - i. Telephone numbers;
 - ii. Mailing and physical addresses;
 - iii. Email addresses; and
 - iv. Fax numbers.

- E. Policies and procedures as approved by HCA relating to subcontractors and authorized Requesters.

- F. Multi-media document materials including, but not limited to:
 - i. Frequently asked questions and responses;
 - ii. Provider manuals;
 - iii. Brochures;
 - iv. Videos or Webinars, etc.

- G. A list of all languages available per this Contract, including:
 - i. Number of LAPs by language.
 - ii. All lists must be updated before the start of every quarter, beginning no more than three months from the date of execution.

- H. The secure Web-based Application must have the capacity to allow LAPs/interpreters to:
 - i. Review, accept, and reject appointments;
 - ii. Access the link for VRI appointments (Contractor hosted VRI and "VRI-provider hosted")
 - iii. Return appointments prior to 24 calendar hours of the scheduled appointment online;
 - iv. Obtain and confirm appointment information and download to iCal or calendar through a software program;
 - v. Approve appointments for payment;
 - vi. Review payment invoices; and
 - vii. Review and respond to Complaints

- I. The secure Web-based Application must have the capacity to allow Authorized Requesters to:
 - i. Individually request, edit, and cancel appointments
 - ii. Confirm appointment information and status
 - a. If the request is filled;
 - b. If the request cannot be filled;
 - c. If the appointment is still in a Pending Status; and
 - d. If the appointment has been returned by LAP/interpreter.

- iii. Ability to duplicate appointments for Clients/facilities
- iv. Select the language needed
- v. Select the mode of interpretation needed
- vi. Provide a space for authorized requesters to enter a link for “VRI-provider hosted” appointments
- vii. Access the link for VRI appointments (Contractor hosted VRI and “VRI-provider hosted”)
- viii. Language and/or dialect if not listed
- ix. Select HCA as their administration origin:
- x. Select the appointment service type,
- xi. Select a specific LAP/interpreter: such as gender, cultural requirements, Medically Necessary or other criteria deemed necessary by the provider.
- xii. Ongoing treatments of medical conditions that may qualify as Medically Necessary to require a specific assigned LAP include:
 - a. Continuing counseling sessions
 - b. Applied behavior analysis (ABA) therapy sessions
 - c. Cancer treatments as requested by the provider
 - d. Pediatric private duty nursing sessions in the home setting, in which the treatment plan requires frequent communication, such as when the child’s care needs are changing, where a change in LAP/interpreter will impact the health outcome or effectiveness of the interaction.
 - e. Effectiveness of treatment plan or any treatment or medical procedure where a change in LAP/interpreter will impact the effectiveness and efficacy of the treatment or procedure.
- xiii. Permit the Authorized Requester to cancel a behavior health appointment and be eligible for the reimbursement process or leave the appointment in Pending Status and continue attempting to fill the request. See Medicaid Reimbursement (Section 18)
- xiv. Excludes on-demand/crisis appointments
- xv. Allow Authorized Requester to provide feedback for LAPs.
- xvi. Send notifications to the Authorized Requester whenever the appointment has a status change, or when Requester has self-selected the notification.
- xvii. Send appointment status updates to the Authorized Requester if self-selected to include:
 - a. Jobs in a Pending Status three days after the requested date;
 - b. Jobs in a Pending Status two weeks prior to the appointment date; and
 - c. Jobs in Pending Status three Business Days prior to appointment date.

7.2 Notify the HCA Program Manager of any notifications to LAPs/Authorized Requesters, including emails, Contractor’s Dedicated Website content, procedure, or policy change notices. HCA reserves the right to review these documents seven (7) Business Days before posting and Contractor may not post without prior written approval by HCA. All notifications that affect LAPs may require an additional three (3) day notification time for the Union input or changes. HCA will notify Contractor of approval.

7.3 Provide a link to the current CBA on the Contractor's Dedicated Website.

8. Outreach and Education

The Contractor must:

- 8.1 Provide outreach, technical assistance, and orientation to Authorized Requesters to access the Interpreter Services Program. Emphasis will be put on the following:
 - A. Online Web-based Application for coordinating scheduling and payment
 - B. How to access, navigate, schedule, review, edit and cancel appointments using the Web-based Application.
 - C. How to access and utilize telecommunication and video technology. To include utilizing Authorized Requesters own video technology and requirements
 - D. How to utilize the bulk/mass upload feature for scheduling appointments.
 - E. How to provide feedback on a LAP/interpreter.
 - F. The Authorized Requester's roles and responsibility for verifying Client eligibility and benefit coverage.
 - G. Guidelines for working with a LAP/interpreter.
 - H. The Authorized Requester's legal responsibility to provide language access services.
 - I. How to request reimbursements
 - J. Specific LAP/interpreter requests for Appointments
 - K. Requesting the appropriate LAP/interpreter and language needs.
- 8.2 Provide targeted outreach to increase provider utilization. This includes specific regions, provider types, appointment types, organizations, and other factors.
- 8.3 Offer quarterly webinar Authorized Requester orientations and instructional sessions. Related costs will be borne by the Contractor.
- 8.4 Additional online-based materials as deemed necessary by HCA.
- 8.5 HCA reserves the right to review and approve all materials and require the Contractor to conduct additional outreach.
- 8.6 Provide outreach, technical assistance, and educational sessions to LAPs/interpreter to access the LAP Services Program as outlined in Section 8.

9. Contracting with LAPs/Interpreter

The Contractor must:

- 9.1 Provide OPI/VRI Services using only DSHS Medical LAPs/Interpreters for HCA medical appointments.
- 9.2 Provide Orientation and education for performing services under this Contract. This includes ensuring LAPs/Interpreters receive the required orientation prior to providing services under this Contract. The Orientation must include the following:
 - A. How to review, accept, and reject appointments, including appointments through text message or the Contractor's Website;
 - B. How to utilize and access telecommunication technologies;
 - C. Required documents for the contract;
 - D. Understanding HIPAA compliant locations;
 - E. Incident Resolution Process (IRP);
 - F. Payment dispute process;
 - G. How to approve appointments for payment;
 - H. Timelines required for contract; and
 - I. Servicing an HCA Medicaid appointment.
- 9.3 If the contractor cannot provide a DSHS certified LAP for an OPI/VRI appointment, the contractor may provide an equally qualified interpreter. The contractor must ensure the interpreter meets, at minimum, the following criteria:
 - A. The interpreter has received certification from an equally recognized national certification program, school, or agency AND
 - B. Is certified as an interpreter through an equally recognized medical terminology exam, AND
 - C. The interpreter must provide documentation for both A and B above AND
 - D. The interpreter must sign a copy of and abide by the DSHS Code of Professional Conduct (WAC 388-03-050).
- 9.4 Require LAP/Interpreters to approve or dispute the start and end time of their jobs electronically within 180 days of date of service.

- 9.5 Require LAP/Interpreters to sign a Business Associate Agreement (BAA) specific to contract K2721 and this Contract (see 5.7C) to comply with HIPAA, code of professional conduct, and all applicable state and federal laws and the terms and conditions of this contract.
- 9.6 Require LAP/Interpreters to submit to a criminal history background check prior to their first instance of providing services to Requesters, and annually thereafter. This requirement may be waived if the LAP/Interpreter has had a criminal history background check performed within one (1) year prior to providing services under this Contract. The background check performed by the Washington State Patrol is considered the minimum standard for this program. Washington State Patrol criminal history background checks are good for one (1) year from date of issue.
 - A. Have ready access to, and provide upon the Request of HCA, a copy of each LAP/Interpreters criminal history background check.
 - B. Report to HCA any changes in criminal history of a LAP within three (3) Business Days of Contractor knowledge.
 - C. If the LAP/Interpreters background check has any items on the DSHS Secretary's lists of Crimes and Negative Actions. LAP/Interpreters will be immediately removed or restricted from contracting with the Contractor under this contract. This list can be located at <http://www.dshs.wa.gov/bccu/bccucrimeslist.shtml>.
- 9.7 Maintain documentation that LAP/Interpreters have completed all required documents to provide services under this contract:
 - A. LAPs must be Certified, Authorized, or Recognized by DSHS LTC for spoken languages;
 - B. Interpreters must have equal qualifications as a LAP and meet the criteria defined in section 9.3.
 - C. Have a valid Washington State Unified Business Identifier (UBI) number or tax registration number;
 - D. Sign and comply with the DSHS Language Interpreter and Translator Code of Professional Conduct;
 - E. Sign and comply with the incident resolution policy,
 - F. Signed BAA,
 - G. Copy of a Washington State background check.

- 9.8 Contractor will use an HCA approved bi-annual monitoring plan for LAP/Interpreters. The monitoring plan must provide, at a minimum, how the Contractor will monitor and submit documentation when requested by HCA.

10. Processing appointment

The Contractor must:

- 10.1 Provide a secure Web-based Application for requesting, cancelling, editing, and verifying appointments for OPI/VRI Services for the Requester, including a bulk or mass upload feature and feature for reimbursement of Behavioral Health qualified claims.
- 10.2 Provide an alternate method to submit requests for services, such as phone, email, or fax, when the Requester is experiencing an unexpected technical difficulties/internet outage if an appointment date/time meets the Urgent Request definition. The Contractor must establish internal procedures to manage how and when alternate methods will be permitted. HCA reserves the right to review and approve the Contractor's internal procedures.
- 10.3 Provide a secure Web-based Application for accepting, returning, and approving appointments for the LAP/Interpreter that is mobile friendly and/or including a mobile device application.
- 10.4 Assure that only medical LAPs/Interpreters are assigned to Medicaid appointments.
- 10.5 Confirm appointment status information in a daily summary format or by individual appointment that includes, at a minimum:
- A. If the request is filled;
 - B. If the request cannot be filled;
 - C. If the appointment is still in a Pending Status; and
 - D. If the appointment has been returned by LAP
- 10.6 Generate notifications to Requesters in multiple formats such as email, text message, web alerts or other notifications. Allow Requesters to self-select their notification format.
- 10.7 Permit the Requester to cancel Behavioral Health appointments and be eligible for the reimbursement process or leave the appointment in a Pending Status and continue attempting to fill the request.
- 10.8 Permit the Requester to cancel an appointment to seek alternate resources to fulfill their language needs at Requester's own expense, including when an existing appointment is in a 'pending' status three business days prior to the service date. This contract does not prohibit the Requester from utilizing Universal Language to

fulfill Requester's language needs using alternate contracts (e.g., DES, Direct Billing/Private)

- 10.9 Universal is prohibited from reassigning an HCA job request from an Authorized Requester to a private status through Universal's private or DES contracts.
- 10.10 Allow the Requesters to pull real-time reports/data from their Web-based Application of all appointments or ranges of appointments for their provider/facility by:
 - A. Client;
 - B. Language;
 - C. Type of service for appointment;
 - D. Date(s);
 - E. Filled or not filled;
 - F. Returned appointments, including the date/time; and
 - G. Other data elements as determined necessary by the Contractor or HCA.

11. Contractor Timeframe

The Contractor must:

- 11.1 Process web-based requests for OPI/VRI Services Sunday through Saturday, twenty-four (24) hours a day, seven (7) days a week.
- 11.2 Post requests to the Web-based Application within one hour from when Medicaid eligibility has been verified for HCA jobs.
- 11.3 Requests received outside the Web-based Application or bulk upload, will be accepted twenty-four (24) hours a day, seven (7) days a week, but may not be processed until the next business day. Urgent Requests will be processed no later than the next business day, and non-urgent jobs will be processed within three Business Days. HCA may approve an exception if extreme volumes occur. Exceptions must be submitted to HCA for written approval prior to implementation.
- 11.4 Contractor must provide real time updates as requested on the status of requests to include whether they:
 - A. Have been filled;
 - B. Are pending to be filled, including the length of pending;
 - C. Have been returned by the LAP/Interpreter, including when it was returned;

- D. Have been cancelled by the Requester; including when it was cancelled; and/or
- E. Other status as needed.

11.5 Unless requested in writing from HCA program staff, the Contractor must respond to HCA by close of business within these deadlines

A. Five Business Days for all:

- i. Written requests for information,
- ii. Requested reports,
- iii. Changes and edits for material and programming proposals,
- iv. Additional requests as documented in writing by the HCA program staff,
- v. Webpage updates and edits;
- vi. Corrective Action Plans (CAPs), unless otherwise documented in CAP.

B. One business day or nine (9) business hours for all:

- i. Initial responses to Complaints reported.
- ii. Initial notification of accidents or incidents affecting the health and safety, as outline in the code of ethics, of Medicaid Clients.
- iii. Requests for information during established legislative session.
- iv. Requests for information during Collective Bargaining session.

C. Immediately for all:

- i. Website or Web-based Application complications,
- ii. OPI or VRI connectivity issues,
- iii. Inability for Requesters or LAPs to access the Web-based platform
- iv. Mainframe system failure
- v. Eligibility issues
- vi. NPI issues
- vii. System outages
- viii. Unavailable call center phone lines
- ix. Incidents as outlined in the Incident Resolution Process that are HIPAA or Safety and Health violations.

12. Contractor Pre-Appointment Review and Verification for HCA Medicaid eligible requests.

The Contractor must:

12.1 Ensure that Medicaid Requests for OPI/VRI Services are filled only for Medicaid enrollees being seen by a Medicaid provider. Contractor is financially responsible for any Interpreter Service provided to ineligible clients or services.

12.2 Verify at the time of the Request and double check at least two Business Days prior to an appointment the Client's eligibility by one of the following methods:

- A. Medical Eligibility Verification utilizing ProviderOne via HIPAA batch or ProviderOne DDE screen;
- B. From the downloaded Eligibility Data files supplied by HCA; or
- C. Documentation from an authorized HCA representative.

12.3 Verify the Requester is an enrolled Medicaid participating provider with a valid NPI registered through HCA ProviderOne system; and

12.4 Screen Urgent Medicaid eligible appointment requests received less than 24 hours in advance for eligibility, including validating the Client and service, prior to providing OPI/VRI Services. Reject any requests that are for non-Medicaid enrollees or non-Medicaid providers.

13. Denied Requests.

13.1 The Contractor must deny any request if it does not come from an HCA program manager or HCA Authorized Requester.

13.2 The Contractor must deny HCA Medicaid appointments when:

- A. It is not for a Medicaid eligible Client;
- B. It is not covered under the benefit service package; or
- C. It is not an eligible Medicaid enrolled Provider

13.3 Contract must notify the requester immediately of denied requests.

14. Direct Bills

14.1 When an HCA/Medicaid Pre-Scheduled Request that was properly screened for eligibility is later denied by ProviderOne, the Contractor must submit the Direct Bill report, and a request for payment using the established A19/A-55 Invoice.

- A. HCA will issue payment when the ProviderOne denial reason is for:
 - i. Date of death precedes date of service; or
 - ii. Change in benefit eligibility not visible to Contractor within 48 business hours of appointment start time.
- B. For all other denial reasons, the Contractor must bill the Requester for payment. The Contractor will;
 - i. Treat the claims to be recovered from the Requester as a private arrangement between the Contractor and the Requester;

- ii. Bill the Requester immediately upon receipt of the denial from ProviderOne; and continuously attempt to recover payment for 90 calendar days;
- iii. After ninety-one (91) calendar days, the Contractor may bill HCA for payment;
- iv. Make every attempt to recoup payment from the Requester for up to one year from the date of denial. All attempts must be documented. The process must be documented and include:
 - a. Sending statements to Requesters monthly; Contacting Requesters via letter, email, or phone call at least monthly; and
 - b. Reimburse the amount billed to HCA when the Contractor recovers payment from the Medicaid Requester

14.2 To request payment from HCA when a Requester has not rendered payment within 90 calendar days from the ProviderOne denial date, the Contractor must:

- A. Submit claims for payment and credit on a monthly basis; and
- B. Only submit claims on or after the ninety-first (91st) calendar day from the date of ProviderOne denial; and
- C. Submit the claim for payment using the established A19/A-55 Invoice voucher; and;
- D. Include a monthly report of Direct Bills and credits as described in the SOW, section 17.8, and;
- E. Continue to attempt to recover payment from the Medicaid Requester as described above.

14.3 When the Contractor receives payment from a Requester, the Contractor is required to return that payment to HCA as a credit on the Direct Bill report and A19/A-55 invoice voucher within 30 calendar days.

14.4 HCA will not pay any denied claim if the error is on the part of the Contractor. See eligible claims under SOW Section 13.

15. Policies and Procedures

The Contractor must have documented policies, procedures, and/or manuals no later than 90 days from the date of execution. The manuals must be reviewed and updated annually or when changes occur. All policies, procedures, and manuals must be available to HCA upon request. These materials may be combined with those required under Contract K2474 (two separate sets of materials for each contract are not required). At a minimum, the Contractor must have the following:

15.1 Operations manual that documents the Contractor's operation policies and procedures. The operations manual will include at a minimum:

- A. Accessing the online system;
- B. Scheduling process;
- C. Billing process;
- D. ProviderOne;
- E. Provider reimbursement;
- F. Communication plan;
- G. HCA's Incident Resolution Process (IRP);
- H. Payment dispute process for LAPs; and
- I. Outreach and Orientation
- J. Text message and email alerts;
- K. How to access and utilize telecommunication technologies

15.2 Authorized Requester Orientation materials will include at a minimum:

- A. Navigating the Web-based Application;
- B. Scheduling, editing, and cancelling appointments; and
- C. Reimbursement process.

15.3 Quality Assurance Plan (QAP): Develop a QAP that must describe:

- A. Methods for monitoring, tracking, and assessing the quality of services provided under this Contract;
- B. How the Contractor will monitor the Incident Resolution Process; and
- C. How the Requester or Client-initiated concerns and/or Complaints are processed.

15.4 Disaster Preparedness and Recovery Plan that ensures, at minimum:

- A. The ability to continue receiving OPI/VRI Service Requests and other functions required in this contract in the event the Contractor's Customer Service Center is rendered inoperable;
- B. Documentation of emergency procedures that include steps to take in the event of a natural disaster; and

- C. Employees at the Customer Service Center are familiar with the emergency procedures.
- 15.5 Maintain a current copy of HCA's Incident Resolution process and made available to all Authorized Requesters and Interpreters upon request.
- 15.6 Documented reports, processing, and expectations for the HCAs Incident Resolution process to include:
- A. Receiving, tracking, and responding to Complaints;
 - B. Documenting and maintaining records of all Complaints received;
 - C. Resolving Complaints that includes, at a minimum, the participation of the Contractor's Ombudsperson or assigned staff person to resolve Complaints;
 - D. LAP/Interpreters response time to the Complaint before any intervention or corrective action is imposed, unless public health or safety is at risk; and
 - E. Immediate resolution or suspension of a LAP/Interpreter due to Safety and Health or HIPPA violations.
 - F. Include the requirement that the Contractor must:
 - i. Provide written notice to the LAP three Business Days prior if any corrective actions are taken.
 - ii. Notify HCA Contract Manager within twenty-four (24) Calendar Hours, if a LAP must be immediately suspended due to a health and safety violation, as defined in the Interpreter code of ethics;
 - iii. Include submittal of an initial written report documenting any allegations of misconduct by a LAP by the end of the next business day to the HCA Contract Manager, or successor;
 - iv. Include submittal of a final formal report, complete with actions taken, to the HCA Contract Manager, designee, or successor within seven Business Days;
 - v. Require immediate notification to the HCA Contract Manager, of any request by Contractor to terminate a LAP because of the Contractor's corrective action policy.

16. Interpreter Services Tracking and Documenting Requirements

The Contractor must establish, maintain, and utilize an electronic data management system (such as a database or repository) that maintains all Contractor's OPI/VRI Service data related to the work performed under this contract. The Contractor must use the same data management system as used for Contract K2474. The system must:

- 16.1 Be user friendly and have an administrator user interface available to HCA staff to view and access all data:

16.2 Provide real-time on-demand reports;

16.3 Capture, document, and maintain data for the following at a minimum:

- A. Organization Index Code;
- B. Control Number (TCN);
- C. Client's ProviderOne ID number;
- D. Client's full name;
- E. Authorized Requesters full name
- F. Authorized Requesters NPI;
- G. Authorized Requester's contact information:
 - i. Phone number;
 - ii. Email; and
 - iii. Address (location of service)
- H. Date of request;
- I. Appointment date;
- J. Appointment start and end time;
- K. Appointment street address;
- L. Appointment County;
- M. Language requested;
- N. Type of Service;
- O. LAP assigned date and time;
- P. LAP's information:
 - i. Full name;
 - ii. Address;
 - iii. Email;
 - iv. Language(s); and
 - v. Unique identifier.
- Q. Specific LAP request:

- i. Full Name; and
 - ii. Unique Identifier.
- R. Date and time services completed/cancelled/No-Show;
- S. Number of Units billed;
- T. Dollar amount of OPI/VRI Service Units billed;
- U. Number of incidents received.

16.4 The Web-based Application must, at a minimum:

- A. Identify an approved request as “pending” until a LAP is assigned to the appointment.
- B. Identify requests that a LAP gives back and returns to Pending Status;
- C. Identify the request as “filled” and include the name of the LAP when a LAP is assigned to the appointment;
- D. Identify the request as “unable to fill,” when an approved request remains unassigned after the requested appointment time;
- E. Identify each Filled Request as “canceled” when an appointment is canceled any time prior to the appointment date and time. Each time an appointment is canceled, document the following:
 - i. Service request Job Number assigned;
 - ii. Date and time the appointment was canceled;
 - iii. Who canceled the appointment; and
 - iv. Reason the appointment was cancelled.
- F. Identify each appointment where one or more required party (Client/Requester/LAP) does not show for an approved appointment as:
 - i. “Client No-Show”;
 - ii. “Last-minute cancellation”;
 - iii. “Interpreter No-Show”.

17. Required Reports for IS Program Monitoring

The Contractor must submit the following monthly reports electronically to HCA by the twentieth (20th) calendar day of the month following the month of service unless otherwise approved by the HCA Contract Manager, designee, or successor. These reports may be combined with those required under Contract K2474 (two separate sets of reports are not required).

17.1 Customer Service center summary report that identifies the following daily telephone data for the normal business hours (Monday through Friday, 8:00 am to 5:00 pm):

- A. Total number of calls;
- B. Total number of incomplete/abandoned calls;
- C. Average speed of answers (by seconds);
- D. Average call length;
- E. Average daily phone calls received;
- F. Percent of calls answered within 60 seconds;
- G. Number of completed calls; and
- H. The amount of time the telephone system was inoperable in excess of one hour per incident.

17.2 Data report for Medicaid OPI and VRI service appointments that identifies:

- A. Unique job identifier/job number;
- B. Authorized Requesters name;
- C. Authorized Requesters location;
- D. Authorized Requesters contact phone number;
- E. Date and time of request;
- F. Client ProviderOne number;
- G. Job status;
- H. Type of Service;
- I. Filled date and time;
- J. Job location address;
- K. LAP unique identifier/name;
- L. Language;
- M. Service type;

- N. Date of service;
- O. Start and end time;
- P. Specific LAP request;
- Q. Number of Units billed;
- R. Paid amount; and
- S. Date paid by HCA.

17.3 Monthly Complaint Report (IRP) that identifies:

- A. Unique job identifier;
- B. Date of service;
- C. LAP unique identifier/name;
- D. Level of Complaint;
- E. Description of Complaint;
- F. LAP response;
- G. Status of Complaint; (in progress, verified, unverified, invalid);
- H. Complainant information (Client, Authorized Requester, another LAP, etc.)”
- I. Type of Service;
- J. Date resolved;
- K. Outcome; and
- L. Total number of Complaints by level:
 - i. High;
 - ii. Medium; and
 - iii. Low

17.4 Contractor will produce a monthly report for Behavioral Health reimbursements requests, which will include:

- A. Unique “cannot fill” job identifier;
- B. Date of service;

- C. Client ProviderOne number;
- D. Authorized Requester name;
- E. LAP unique identifier/name;
- F. Type of Service;
- G. Language;
- H. Units billed; and
- I. Total amount paid.

17.5 The Contractor must submit annually, a Quality Assurance Report that summarizes the information collected per the Quality Assurance plan and describes how the information will be used to improve service delivery, including a timeline for such improvements. Quality assurance for the services under this contract should be combined with the quality assurance plan and report required under Contract K2474 (two separate reports are not required).

17.6 The Contractor must submit quarterly, an Outreach Activities Report (OAR) that summarizes outreach activities. Outreach activities for the services under this contract should be combined with the outreach plan and report required under Contract K2474 (two separate reports are not required). The OAR will include at a minimum the following:

- A. Name of organization;
- B. Location of outreach;
- C. Date of outreach;
- D. Description of outreach activity;
- E. Languages; and
- F. List of attendees.

17.7 The Contractor must submit quarterly, a report of all HCA requests and job status, with the following:

- A. Unique job identifier/job number;
- B. Authorized Requesters name;
- C. Authorized Requesters location;

- D. Authorized Requesters contact phone number;
- E. Date and time of request;
- F. Client ProviderOne number;
- G. Job status;
- H. Filled date and time;
- I. LAP unique identifier/name;
- J. Interpreter unique identifier/name;
- K. Language;
- L. Type of Service;
- M. Service type;
- N. Specific LAP request;
- O. Number of Units billed; and
- P. Paid amount

17.8 The Contractor must submit a quarterly report to be submitted with the coordinating monthly invoice within that quarter, failure to submit the below quarterly reports will delay the payment to Contractor. The quarterly report submission will be outlined as follows and each quarter thereafter:

Monthly Invoice date	Invoice Due Date	Quarter
June 2022	July 10 th , 2022	July 2022
September 2022	October 10, 2022	October 2022
December 2022	January 10, 2023	January 2023
March 2023	April 10, 2023	April 2023

The report will summarize at a minimum:

- A. Events that occurred during the quarter that impacted the requirements of the contract and actions taken.
- B. Barriers, issues or other impacts to the Contract or HCA’s IS program

- C. Documented changes in the number of Authorized Requesters and LAPs participating under this Contract by quarter.
- D. Summary of requested numbers and fill rate data as stated below:
 - i. Number of requests received during the quarter;
 - ii. Number of requests completed during the quarter;
 - iii. Fill rates for date of service during the quarter;
 - iv. Comparisons between quarters;
 - v. Assumptions for declining numbers or rates of pre-scheduled appointments by type of service.

17.9 The Contractor must submit a monthly report of all Direct Bills, with the following

- A. Unique identifier for request:
- B. Date of service;
- C. Billed amount;
- D. Authorized Requester contact information:
- E. Authorized Requester name
- F. Address
- G. Contact information:
- H. Date billed;
- I. Paid amount from Authorized Requester (if any);
- J. Type of Service; and
- K. Reimbursed amount to HCA.

17.10 The Contractor must submit the reports required by CBA Article 12. Contractor must submit reports to the Union and HCA as outlined below.

- A. Deduction report CBA 12.1.G: on the twentieth (20th) day of each month, deductions will be transmitted to the Union by the coordinating entity in two separate checks, one containing dues deductions and deduction #3 funds, and one containing deduction #2 funds. The coordinating entity will send these checks to no more than two (2) official Union addresses. For each individual for whom a deduction has been made, the coordinating entity will provide a list accompanying the payment containing the following:
 - i. Full name of LAP,

- ii. Home address,
- iii. Tax Identification number or other unique identification number, and
- iv. Total amount of each deduction.

Transmit deductions and fees to the Union's official headquarters at:

Washington Federation of State Employees
HQ 1212 Jefferson Street SE, #300
Olympia, WA 98501

B. Notification to the Union CBA 12.2: The state will require the coordinating entity to notify the Union electronically when the LAP completes all required paperwork to provide services under the CBA and this contract. The notification to the Union will be provided on the fifth (5th) and twentieth (20th) days of each month. The notification shall include:

- i. Full name of LAP,
- ii. Home address,
- iii. Cell phone number, if available,
- iv. Home phone number, if available,
- v. E-mail address, if available; and
- vi. Working languages

C. Status Report CBA 12.3: The Contractor will provide to the Union a monthly report by email of the data list below for each LAP in the bargaining unit who was paid through the Contractor as described in the CBA.

- i. Identification number or other unique identification number;
- ii. LAP name;
- iii. Home address;
- iv. Email if available;
- v. Cell phone number, if available;
- vi. Home phone number, if available;
- vii. Working language (s);
- viii. Total amount of time and dollar amount paid for each month for each type of Service; and
- ix. Total amount deducted for each deduction type.

D. Status Report 2: The Contractor will make available to HCA a monthly report delineating the number of Encounters covered and the total dollars that were paid through the coordinating entity for HCA. The monthly report will be made available by the end of the subsequent month.

E. Other Reports: HCA reserves the right to request other specific reports not identified herein. If the information is readily available by the Contractor, and in a format easily accessible by HCA, the report shall be due within three Business Days. If the report requires further processing by the Contractor, i.e., system

coding, or querying of data, the due date will be negotiated in writing between HCA and the Contractor.

18. Medicaid Behavioral Health reimbursement process

HCA will reimburse Medicaid Authorized Requesters for privately obtained OPI or VRI interpreter services for non-crisis Behavioral Health providers as described in this section.

- 18.1 The Contractor must develop an online reimbursement payment process that validates, pays, and collects the following information:
 - A. Must be an eligible Medicaid provider;
 - B. Must be for Behavioral Health services;
 - C. Must not be a crisis Behavioral Health appointment
 - D. Must be a valid Medicaid eligible Client;
 - E. Must be a valid Medicaid eligible service;
 - F. Must have an unfilled job number (or equivalent) from Contractor;
 - G. Must have proof of a paid Interpreter invoice made by Authorized Requester: and
 - H. Certification of Interpreter credentialing is not required.
- 18.2 Must be submitted within 90 calendar days for the appointment.
- 18.3 Contractor must verify all information is complete prior to submitting claim to ProviderOne.
- 18.4 Claims must be submitted with the appropriate modifiers to identify Behavioral Health claims:
 - A. U9 – Mental Health (MH),
 - B. U8 – Substance Use Disorder (SUD)
- 18.5 The Contractor will bill ProviderOne and provide reimbursement to Authorized Requesters following the CBA rates.
- 18.6 Claims submitted to ProviderOne are prohibited from exceeding the amount paid by the Authorized Requester.

Exhibit A – Interpreter Code of Professional Conduct

WAC 388-03-050 Language Interpreter and Translator Code of Professional Conduct

The code of conduct is the professional standard established by the department for all interpreters, translators, and LAPL who provide language services to department programs and clients. Any violation of this code may disqualify a provider from providing those services. Specifically, the code addresses:

1. **Accuracy.** Interpreters/translators must always express the source language message in a thorough and faithful manner. They must:
 - 1.1 Omit or add nothing;
 - 1.2 Give consideration to linguistic variations in both the source and target languages; and
 - 1.3 Conserve the tone and spirit of the source language.
2. **Cultural sensitivity-courtesy.** Interpreters/translators must be culturally sensitive, and respectful of the individual(s) they serve.
3. **Confidentiality.** Interpreters/translators must not divulge any information publicly or privately obtained through their assignments, including, but not limited to, information gained through access to documents or other written materials.
4. **Proficiency.** Interpreters/translators must meet the minimum proficiency standard set by DSHS.
5. **Compensation.** Interpreters/translators must:
 - 5.1 Not accept additional money, consideration, or favors for services reimbursed by the department. The fee schedule agreed to between the contracted language services providers and the department shall be the maximum compensation accepted;
 - 5.2 Not use the department's time, facilities, equipment or supplies for private gain or other advantage; and
 - 5.3 Not use or attempt to use their position to secure privileges or exemptions.
6. **Nondiscrimination.** Interpreters/translators must:
 - 6.1 Always be impartial and unbiased;
 - 6.2 Not discriminate on the basis of gender, disability, race, color, national origin, age, socio- economic or educational or marital status, religious or political beliefs, or sexual orientation; and

- 6.3 Refuse or withdraw from an assignment, without threat or retaliation, if they are unable to perform the required service in an ethical manner.
7. **Self-representation. Interpreters/translators must accurately and completely represent their certifications, training, and experience.**
8. **Impartiality-conflict of interest. Interpreters/translators must disclose to the department any real or perceived conflicts of interest that would affect their professional objectivity. Note: Providing interpreting or translating services to family members or friends may violate the family member or friend's right to confidentiality, constitute a conflict of interest, or violate a DSHS contract or subcontract.**
9. **Professional demeanor. Interpreters/translators must be punctual, prepared, and dressed in a manner appropriate, and not distracting for the situation.**
10. **Scope of practice. Interpreters/translators must not:**
 - 10.1 (a) Counsel, refer, give advice, or express personal opinions to the individuals for whom they are interpreting/translating;
 - 10.2 (b) Engage in activities with clients that are not directly related to providing interpreting and/or translating services to DSHS;
 - 10.3 (c) Have unsupervised access to DSHS clients, including but not limited to phoning clients directly, other than at the request of a DSHS employee;
 - 10.4 (d) Market their services to DSHS clients, including but not limited to, arranging services or appointments for DSHS clients in order to create business for themselves;
or
 - 10.5 (e) Transport DSHS clients for any business, including social service or medical appointments.
11. **Reporting obstacles to practice. Interpreters/translators must assess at all times their ability to interpret/translate.**
 - 11.1 (a) Interpreters/translators must immediately notify the parties if they have any reservations about their competency or ability to remain impartial and offer to withdraw without threat or retaliation; and
 - 11.2 (b) Interpreters/translators must immediately withdraw from requests they perceive as a violation of this code.
12. **Professional development. As specified in WAC 388-03-160, interpreters/translators are expected to continually develop their skills and knowledge through:**
 - 12.1 (a) Professional interpreter/translator training;
 - 12.2 (b) Continuing education; and

12.3 (c) Regular interaction with colleagues and specialists in related fields.

THIS CODE APPLIES TO ALL PERSONS PROVIDING LANGUAGE INTERPRETING OR TRANSLATION SERVICES AND MUST BE COMPLIED WITH AT ALL TIMES.

Exhibit B – Collective Bargaining Agreement (CBA) Local 1671

The current CBA for Local 1671 – Interpreters United is included as Exhibit B, directly following this page.

The CBA changes every two years, future agreements will be posted on OFM's website:

[Link to OFM Collective Bargaining Agreements Web Page](#)

Attachment 1 – Confidential Information Security Requirements

1. Definitions

In addition to the definitions set out in Section 2 of this Contract K4724 for OPI and VRI Services, the definitions below apply to this Attachment.

- 1.1 “Hardened Password” means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand, or exclamation point.
 - A. Passwords for external authentication must be a minimum of 10 characters long.
 - B. Passwords for internal authentication must be a minimum of 8 characters long
 - C. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- 1.2 “Portable/Removable Media” means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g., CDs, DVDs); USB drives; or flash media (e.g., CompactFlash, SD, MMC).
- 1.3 “Portable/Removable Devices” means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC’s, flash memory devices (e.g., USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- 1.4 “Secured Area” means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- 1.5 “Transmitting” means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.
- 1.6 “Trusted System(s)” means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

- 1.7 “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

2. Confidential Information Transmitting

- 2.1 When transmitting HCA’s Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- 2.2 When transmitting HCA’s Confidential Information via paper documents, the Receiving Party must use a Trusted System.

3. Protection of Confidential Information

The Contractor agrees to store Confidential Information as described:

3.1 Data at Rest:

- A. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- B. Data stored on Portable/Removable Media or Devices:
 - i. Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
 - ii. HCA’s data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:
 - a. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
 - b. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 - c. Keeping devices in locked storage when not in use;
 - d. Using check-in/check-out procedures when devices are shared;
 - e. Maintain an inventory of devices; and

- f. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.

3.2 Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

4. Confidential Information Segregation

HCA Confidential Information received under this Contract must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by the Contractor, all HCA Confidential Information can be identified for return or destruction. It also aids in determining whether HCA Confidential Information has or may have been compromised in the event of a security Breach.

4.1 The HCA Confidential Information must be kept in one of the following ways:

- A. on media (e.g., hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
- B. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
- C. in a database that will contain only HCA Data; or
- D. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
- E. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.

4.2 When it is not feasible or practical to segregate HCA Confidential Information from non-HCA data, then both the HCA Confidential Information and the non-HCA data with which it is commingled must be protected as described in this Attachment.

5. Confidential Information Shared with Subcontractors

If HCA Confidential Information provided under this Contract is to be shared with a Subcontractor, the contract with the Subcontractor must include all of the Confidential Information Security Requirements.

6. Confidential Information Disposition

6.1 When the Confidential Information is no longer needed, except as noted in 6.2 below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).

- 6.2 For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, above. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

Attachment 2 – Ineligible Recipient Aid Categories (RACs)

- 1097
- 1098
- 1099
- 1100
- 1112
- 1113
- 1114
- 1115
- 1116
- 1117
- 1118
- Any Benefit Service Plan (BSP) that states “Pending Spenddown, no coverage” or “Suspended-In Patient Hospital Only”, or “Incarcerated”

Attachment 3 – Implementation Plan

Project name	K4724 Implementation Plan
Project manager	Mike Short
Project start date	1/7/2022
Project finish date	5/31/2022
Duration	102 days
% complete	0%
Exported on	1/4/2022

Task number	Outline number	Name	Start	Finish	Depends on
1	1	K4724 Implementation Plan	1/7/2022	5/31/2022	
2	1.1	Contract Management	1/7/2022	2/3/2022	
3	1.1.1	Signed Contract	1/7/2022	1/7/2022	
4	1.1.2	Draft Contract Announcement to HCA for Approval	1/10/2022	1/14/2022	
5	1.1.3	Contract Announcement Approved by Labor	1/17/2022	1/21/2022	4 - Draft Contract Announcement to HCA for Approval
6	1.1.4	Send out Contract Announcement	1/24/2022	1/24/2022	5 - Contract Announcement Approved by Labor
7	1.1.5	Draft LAP Requirements for Remote Jobs to HCA for Approval	1/7/2022	1/13/2022	3 - Signed Contract
8	1.1.6	Draft IRP approved by Labor	1/7/2022	1/13/2022	3 - Signed Contract
9	1.1.7	Draft Provider Agreement to HCA for Approval	1/7/2022	1/20/2022	3 - Signed Contract
10	1.1.8	HCA Feedback on Provider Agreement to ULS	1/21/2022	1/27/2022	9 - Draft Provider Agreement to HCA for Approval
11	1.1.9	All Contract Documents Approved by Labor	1/28/2022	2/3/2022	8 - Draft IRP approved by Labor, 7 - Draft LAP Requirements for Remote Jobs to HCA for Approval, 10 - HCA Feedback on Provider Agreement to ULS
12	1.2	Salesforce Development	1/7/2022	2/17/2022	
13	1.2.1	Final Requirements	1/7/2022	1/13/2022	3 - Signed Contract
14	1.2.2	Development updates in UAT	1/14/2022	2/3/2022	13 - Final Requirements
15	1.2.3	ProviderOne Testing	2/4/2022	2/10/2022	14 - Development updates in UAT
16	1.2.4	UAT Testing	2/4/2022	2/17/2022	14 - Development updates in UAT
17	1.2.5	UAT Testing Complete	2/17/2022	2/17/2022	16 - UAT Testing

18	1.3	Training Plan	1/14/2022	3/10/2022	
19	1.3.1	Draft Requester Guide Complete	1/14/2022	2/10/2022	13 - Final Requirements
20	1.3.2	Draft Interpreter Platform Guide to HCA for Approval	1/14/2022	2/10/2022	13 - Final Requirements
21	1.3.3	Update Internal Department Process Documentation	1/14/2022	2/10/2022	13 - Final Requirements
22	1.3.4	Interpreter Guide approved by Labor	2/11/2022	2/17/2022	19 - Draft Requester Guide Complete, 20 - Draft Interpreter Platform Guide to HCA for Approval
23	1.3.5	Create Webinars for Test Requesters and Test LAPs	2/4/2022	2/17/2022	14 - Development updates in UAT
24	1.3.6	Create Webinar for LAP Enrollment	2/18/2022	3/10/2022	23 - Create Webinars for Test Requesters and Test LAPs
25	1.3.7	Create Webinar for Provider Enrollment	2/18/2022	3/10/2022	23 - Create Webinars for Test Requesters and Test LAPs
26	1.3.8	Website Requirements/Design	2/18/2022	3/3/2022	22 - Interpreter Guide approved by Labor
27	1.4	Soft Launch	1/7/2022	5/31/2022	
28	1.4.1	Finalize Soft Launch Requirements	1/7/2022	1/20/2022	3 - Signed Contract
29	1.4.2	Document Soft Launch Setup	1/21/2022	1/21/2022	28 - Finalize Soft Launch Requirements
30	1.4.3	Test Requester and LAP Recruitment	1/24/2022	2/18/2022	29 - Document Soft Launch Setup
31	1.4.4	Create DocuSign for new Documents (ISPA, BAA, Orientation, IRP, etc.)	2/4/2022	2/8/2022	11 - All Contract Documents Approved by Labor
32	1.4.5	Create DocuSign for Provider Agreement	2/4/2022	2/8/2022	11 - All Contract Documents Approved by Labor
33	1.4.6	Collect Test Requester and LAP Documents	2/9/2022	2/22/2022	31 - Create DocuSign for new Documents (ISPA, BAA, Orientation, IRP, etc.), 32 - Create DocuSign for Provider Agreement
34	1.4.7	Setup Test Provider Agreements for OPI/VRI	2/23/2022	3/1/2022	33 - Collect Test Requester and LAP Documents
35	1.4.8	Setup Test LAP Qualifications for OPI/VRI	2/23/2022	3/1/2022	33 - Collect Test Requester and LAP Documents
36	1.4.9	Webinars and Training for Test Requesters	2/23/2022	3/1/2022	33 - Collect Test Requester and LAP Documents, 23 - Create Webinars for Test Requesters and Test LAPs
37	1.4.10	Webinars and Training for Test LAP	2/23/2022	3/1/2022	23 - Create Webinars for Test Requesters and Test LAPs, 33 - Collect Test Requester and LAP Documents
38	1.4.11	Soft launch Date	3/1/2022	3/1/2022	35 - Setup Test LAP Qualifications for OPI/VRI, 34 - Setup Test Provider Agreements for OPI/VRI, 36 - Webinars and Training for Test Requesters, 37 - Webinars and Training for Test LAP
39	1.4.12	Test Monitoring Period	3/8/2022	5/31/2022	38 - Soft launch Date
40	1.4.12.1	Weekly Status Meeting	3/8/2022	3/8/2022	
41	1.4.12.2	Weekly Status Meeting	3/15/2022	3/15/2022	
42	1.4.12.3	Weekly Status Meeting	3/22/2022	3/22/2022	
43	1.4.12.4	First Test Pay Period	3/18/2022	3/18/2022	

44	1.4.12.5	Weekly Status Meeting	4/5/2022	4/5/2022	
45	1.4.12.6	Second Test Pay Period	4/5/2022	4/5/2022	
46	1.4.12.7	Weekly Status Meeting	4/12/2022	4/12/2022	
47	1.4.12.8	Weekly Status Meeting	4/19/2022	4/19/2022	
48	1.4.12.9	Weekly Status Meeting	4/26/2022	4/26/2022	
49	1.4.12.10	Weekly Status Meeting	5/3/2022	5/3/2022	
50	1.4.12.11	Weekly Status Meeting	5/10/2022	5/10/2022	
51	1.4.12.12	Weekly Status Meeting	5/17/2022	5/17/2022	
52	1.4.12.13	Weekly Status Meeting	5/24/2022	5/24/2022	
53	1.4.12.14	Weekly Status Meeting	5/31/2022	5/31/2022	
54	1.5	LAP Enrollment	3/4/2022	4/29/2022	
55	1.5.1	Update Website with LAP Information	3/4/2022	3/10/2022	38 - Soft launch Date, 26 - Website Requirements/Design
56	1.5.2	Send LAP Specific Enrollment Announcement (Link to Webinar)	3/11/2022	3/11/2022	55 - Update Website with LAP Information, 24 - Create Webinar for LAP Enrollment
57	1.5.3	Collect LAP Documents	3/14/2022	4/22/2022	56 - Send LAP Specific Enrollment Announcement (Link to Webinar)
58	1.5.4	Setup new LAP Qualifications for OPI/VRI	4/25/2022	4/29/2022	57 - Collect LAP Documents
59	1.6	Provider Enrollment	3/4/2022	4/29/2022	
60	1.6.1	Update Website with Requester Information	3/4/2022	3/10/2022	38 - Soft launch Date, 26 - Website Requirements/Design
61	1.6.2	Send Provider Specific Enrollment Announcement (Link to Webinar)	3/11/2022	3/11/2022	60 - Update Website with Requester Information, 25 - Create Webinar for Provider Enrollment
62	1.6.3	Collect Provider Documents	3/14/2022	4/22/2022	61 - Send Provider Specific Enrollment Announcement (Link to Webinar)
63	1.6.4	Setup new Provider Agreements for OPI/VRI	4/25/2022	4/29/2022	62 - Collect Provider Documents
64	1.7	Contract Go Live	4/15/2022	5/2/2022	
65	1.7.1	Spring 22 Launch Date finalized (TBD)	4/15/2022	4/15/2022	
66	1.7.2	Spring 22 Launch Notification to Requesters and LAP	4/15/2022	4/15/2022	65 - Spring 22 Launch Date finalized (TBD)
67	1.7.3	Contract Target Launch Date (min 2 week notice)	5/2/2022	5/2/2022	