



**PROFESSIONAL SERVICES
CONTRACT for
Interpreter Services
Face to Face**

HCA Contract Number: K2474
Resulting from Solicitation Number (If applicable: RFP2474
Contractor/Vendor Contract Number:

THIS AGREEMENT is made by and between Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Contractor."

| | | | | |
|--|--|--------------------------------------|--|------------------------|
| CONTRACTOR NAME Universal Language Service, Inc | | CONTRACTOR DOING BUSINESS AS (DBA) | | |
| CONTRACTOR ADDRESS Street 929 108 th Avenue NE Suite 710 | | City Bellevue | State WA | Zip Code 98004-4769 |
| CONTRACTOR CONTACT Elena Vasiliev | | CONTRACTOR TELEPHONE 888-462-0500 | CONTRACTOR E-MAIL ADDRESS Elenav@ulsonline.net | |
| Is Contractor a Subrecipient under this Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | CFDA NUMBER(S): 93.778; | 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, Contracts Manager | HCA CONTACT ADDRESS Health Care Authority 626 8 th Ave SE PO Box 45530 Olympia, WA 98504-5530 |
| HCA CONTACT TELEPHONE (360) 725-0769 | HCA CONTACT E-MAIL ADDRESS katherine.templet@hca.wa.gov |

| | | |
|-------------------------------------|------------------------------------|---|
| CONTRACT START DATE July 1, 2018 | CONTRACT END DATE June 30, 2020 | TOTAL MAXIMUM CONTRACT AMOUNT \$2,958,252.00 |
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PURPOSE OF CONTRACT:
The Health Care Authority (HCA) issued a Request for Proposal (RFP) dated September 6, 2017, for the purpose of purchasing services for Face-to-Face Interpreter services and American Sign Language (ASL) services in accordance with its authority under chapters 39.26 and 41.05 RCW.

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 HCA.

| | | |
|--|--|---|
| CONTRACTOR SIGNATURE DocuSigned by: Elena Vasiliev 82B421E1A0E044C | PRINTED NAME AND TITLE Elena Vasiliev, President | DATE SIGNED 6/5/2018 11:23:29 PM PDT |
| HCA SIGNATURE DocuSigned by: Annette Schuffenhauer 4F259FCAF7C2450... | PRINTED NAME AND TITLE Annette Schuffenhauer, Chief Legal Officer | DATE SIGNED 6/6/2018 |

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Attachments

- Attachment 1: Confidential Information Security Requirements
- Attachment 2: Federal Compliance, Certifications, and Assurances
- Attachment 3: Language of High Demand more than 100

Exhibits

- Exhibit A: HCA RFP 2474 for Face-to Face Interpreter Services
- Exhibit B: Universal Language Service, Inc. Response to HCA RFP 2474
- Exhibit C: Interpreter Code of Ethics

Note: Exhibits A and B are not attached but are available upon request from the HCA Contracts Administrator.

Recitals

The state of Washington, acting by and through the Health Care Authority (HCA), issued a Request for Proposal (RFP) dated December 18, 2017, (Exhibit A) for the purpose of purchasing services for Face-to-Face Interpreter Services and American Sign Language (ASL) services in accordance with its authority under chapters 39.26 and 41.05 RCW.

Universal Language Service, Inc. submitted a timely Response to HCA's RFP2474 (Exhibit B).

HCA evaluated all properly submitted Responses to the above-referenced RFP and has identified Universal Language Service, Inc. as the Apparent Successful Bidder.

HCA has determined that entering into a Contract with Universal Language Service, Inc. will meet HCA's needs and will be in the State's best interest.

NOW THEREFORE, HCA awards to Universal Language Service, Inc. this Contract, the terms and conditions of which will govern Contractor's providing to HCA the services for Face-to-Face Interpreter Services and American Sign Language (ASL) services in accordance with its authority under chapters 39.26 and 41.05 RCW. Services.

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

1. STATEMENT OF WORK (SOW)

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

2. DEFINITIONS

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

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

"Allowable Interpreter Service Units" means the number of Units of interpreting authorized for payment by the Contractor.

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

"American Sign Language (ASL)" means the visual language of the Deaf community in the United States. American Sign Language requires the use of facial expressions, hand shapes, body language, and gestures. ASL includes its own syntax and grammar structure that is different from English and any other spoken or foreign language.

"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:

- a. Department of Social and Health Services (DSHS) staff; or
- b. Contracted Healthcare Providers who are authorized by Health Care Authority (HCA) to make requests; or
- c. Contracted Health Home providers directing patient-centered care to care coordinators; or
- d. Department of Children’s, Youth, Family’s Services (DCYFS) staff; or
- e. Health Care Authority (HCA) program managers.

“Block of Time Appointment” means a method of scheduling an Interpreter for a specific time period, with a minimum of two hours, rather than for a specific appointment or specific client, to meet the needs of several Social Service clients that speak the same language.

“Bordering Cities” mean cities in Idaho and Oregon where Clients may receive Medicaid services on the same basis as in-state care. The only recognized Bordening 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 in contract includes Business Associate’s employees, agents, officers, SubContractors, third party Contractors, volunteers, or directors.

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

“Cancelled Appointment (non-billable)” means a Request that has been filled, and is canceled by the Requester beyond twenty-four (24) hours prior to the appointment date and time.

“Cancelled Appointment (billable)” means a Request that has been filled, and is canceled by the Requester 24 calender hours or less prior to the appointment date and time.

“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.

“Certified Deaf Interpreter” CDI means an individual who is nationally certified by the Registry of Interpreters for the Deaf (RID). Holders of this certification are deaf or hard of hearing and have demonstrated knowledge and understanding of interpreting, deafness, the Deaf community, and Deaf culture. Holders have specialized training and/or experience in the use of gesture, mime, props, drawings and other tools to enhance communication.

“Certified Sign Language Interpreter” means a Sign Language Interpreter who are certified by the Registry of Interpreters for the Deaf (RID).

“Client/Clients” means any person determined eligible for, and/or receiving state covered Medicaid services as authorized by the Agency or authorized requesters.

“Code of Federal Regulations (CFR)” means the codification of the general and permanent rules published in the Federal register by the executive departments and agencies of the Federal Government. All references in this contract to CFR chapters or sections include any successor, amended, or replacement regulations. 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 Interpreters when providing services under this contract. See Exhibit C, Interpreter Code of Ethics.

“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 Manager(s)” means the assigned manager of HCA referred to herein as the HCA Interpreter Program Manager and the manager’s designees within the Health Care Authority, Interpreter Services Program.

“Contract mileage reimbursement rate” means the prevailing mileage rate as established by the Office of Financial Management (OFM) per the Collective Bargaining Agreement (CBA).

“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 to include, but not limited to databases, documents, records, and reports.

“Department of Children, Youth, and Families (DCYF)” means the Washington State agency responsible for overseeing services to children and families that was previously offered through the Children’s Administration/DSHS and Department of Early Learning (DEL); effective July 2019 Juvenile Rehabilitation Administration/DSHS will join DCYF.

“Department of Social and Health Services” or **“DSHS”** means the Washington State agency responsible for providing a broad array of health care and social services and its employees and authorized agents

“Direct Costs” means as defined by the State Administrative and Accounting Manual (SAAM) as costs that include direct materials and labor.

“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 Data” means client personal information as provided by Provider One system.

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

“Family Member Appointments” means a series of Medicaid enrollee appointments that are each a scheduled duration of forty-five (45) minutes or less and are requested by the same authorized Requester, or take place in very close proximity to each other (e.g. same clinic, hospital, or facility), for which the same Interpreter is contracted to provide in-person Interpreter services and that begin, or are scheduled to begin, within fifteen (15) minutes of the last completed appointment.

“Force Majeure” means an occurrence that is beyond the control of either party affected and could not have been avoided by exercising reasonable diligence. Force majeure includes acts of God, war, riots, strikes, fire, floods, terrorism, epidemics, or other similar occurrences.

“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.

“Indirect Costs” as defined by State Administrative and Accounting Manual (SAAM) as costs that cannot be directly charged to an activity (e.g. depreciation and other administrative and support costs).

“Interpreter”, “subcontracted Interpreter”, “subcontractor” all mean an individual referenced in this contract who interprets or translates a message from one language to another.

“Interpreter Services Program” means the HCA program established to ensure equal access to services by providing Spoken and Sign Language Interpreter Services to Authorized Requesters.

“Language Access Provider (LAP)” (RCW 41.56) means any independent contractor who provides spoken language interpreter services for Department of Social and Health Service, Department of Children, Youth and Families, or Medicaid enrollee appointments.

“Language Testing and Certification Program (LTC)” means the section within DSHS that is responsible for the administration of testing and certification in foreign languages for DSHS employees, contracted Interpreters and translators.

“Languages of lesser diffusion” or Minority languages, (in the US), are those languages for which there are not many speakers in the local country but for which there are real language access needs. Requests are less than 100 per year per language.

“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.

“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, 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 Association of the Deaf (NAD)” means a national membership association that previously administered testing for certification of Sign Language Interpreters. NAD testing was replaced by the joint NAD-RID development of the National Interpreting Certification (NIC) testing system. NAD certified Interpreters have been incorporated into RID’s Certification Maintenance Program and their credentials are maintained by RID <http://rid.org/>.

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

“National Interpreting Certification (NIC)” means new interpreting certifications with three levels developed by the joint NAD-RID Task Force. Testing is administered by RID <http://rid.org/>.

“Non-urgent requests” means an appointment requested 2 business days in advance of the scheduled appointment date and time.

“No-Show” means the result of a Client, HCA employee, DSHS employee, Interpreter, or health care provider not keeping an appointment and failing to cancel the appointment.

“Office of the Deaf and Hard of Hearing” (ODHH)” means the Office of Deaf and Hard of Hearing in the Department of Social and Health Services.

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

“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.

“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).

“Registry of Interpreters for the Deaf (RID)” means a national membership association that administers testing for certification of Sign Language Interpreters. RID testing for RID certification was replaced by the joint NAD-RID development of the National Interpreting Certification (NIC) testing. RID certified Interpreters are grandfathered into the NIC certification system.

“Request” means each contact by a Requester with a Contractor seeking an Interpreter for a specific language, date and time:

“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.

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

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

“Urgent Request” means Interpreter 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.

“Pre-Scheduled Request” means Request for Interpreter Services received 48 hours or more in advance of the scheduled time.

“Unable to Fill Request” means any Request for Interpreter Services that is within the scope of this Contract but remains unfilled after the Requested appointment time.

“Response” means Contractor’s Response to HCA’s RFP #2474 for Face-to-Face Interpreter Services and is Exhibit B.

“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/>.

“RFP” means the Request for Proposal used as the solicitation document to establish this Contract, including all its amendments and modifications and is Exhibit A hereto.

“Service Cost” means the actual total cost (Interpreter Service payment, mileage, and other expense reimbursement) of providing Interpreter 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.

“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”.

“Trip” means a transportation event that begins when an Interpreter travels to or from an appointment.

“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 in-person appointments. 1 unit = 15 minutes of time.

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

“Unallowable charges” means claims for services not approved for payment in this Contract, and which will not be reimbursed by HCA.

“Urgent Requests” means an unplanned appointment for a covered Medicaid service with verification from an attending physician or facility that the Client must be seen that day or the following day.

“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/>.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

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

- 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with HCA staff in Contractor’s conduct of the services;
- 3.1.4 Conformance with HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.7 Regular, punctual attendance at all meetings; and

3.1.8 Provision of high quality services.

3.2 TERM

- 3.2.1 The initial term of the Contract will commence on July 1, 2018, or date of last signature, whichever is earlier, and continue through June 30, 2020, unless terminated sooner as provided herein and contingent on the approval of the Center for Medicare and Medicaid Innovation (CMMI).
- 3.2.2 This Contract may be extended through June 30, 2026 in three two-year periods, as 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 4.3 Amendments, of this Contract.
- 3.2.3 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.

3.3 COMPENSATION

The Maximum Compensation payable to Contractor for the Contractor Administration Costs for performance of all things necessary for or incidental to the performance of work as set forth in Schedule A: *Statement of Work* is \$2,958,252.00.

Allocations described in Section 3.4 apply during the period July 1, 2018 through June 30, 2020.

3.4 INVOICE AND PAYMENT

Administrative Costs

- 3.4.1 Contractor must submit one monthly invoice via e-mail to Acctspay@hca.wa.gov for HCA's portion of Contractor Administrative Costs. Include the HCA Contract number in the subject line of the email.
- 3.4.2 Contractor must submit one monthly invoice to DSHS for DSHS's portion of Contractor Administrative Costs.
- 3.4.3 Contractor must submit one monthly invoice to DCYF for DCYF portion of Contractor Administrative Costs.
- 3.4.4 Invoices must describe and document to HCA's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. All invoices will be reviewed and must be approved by the Contract Manager or his/her designee prior to payment.
- 3.4.5 Contractor must submit properly itemized invoices to include the following information, as applicable:

- 3.4.5.1 HCA Contract number **K2474**;
- 3.4.5.2 Contractor name, address, phone number;
- 3.4.5.3 A complete list of all HCA billable services for the administrative month;
- 3.4.5.4 Date(s) of delivery;
- 3.4.5.5 Applicable taxes;
- 3.4.5.6 A breakdown of percentage of DSHS, DCYF and HCA portion;
- 3.4.5.7 Total invoice price; and
 - 3.4.5.8 Payment terms and any available prompt payment discount.
- 3.4.6 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.
- 3.4.7 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
- 3.4.8 Payment will be considered timely if made by HCA within 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.
- 3.4.9 The HCA, DCYF and DSHS will only pay the Contractor for authorized services provided in accordance with this contract.

Interpreter Service Cost

- 3.4.10 Submit electronic claims for direct Interpreter services to the HCA online payment processing system named ProviderOne within 90 calendar days from the date the Interpreter service is rendered.
- 3.4.11 Bill HCA no later than ten business days from the date an interpreter submits a completed appointment record form for services rendered, including any applicable backup documentation for mileage expenses.
- 3.4.12 The Contractor must comply with HCA's ProviderOne Billing and Resource Guide at: <https://www.hca.wa.gov/billers-providers/claims-and-billing/professional-rates-and-billing-guides>.
- 3.4.13 For interpreter Service Cost for DSHS and DCYF, the contractor must submit invoices for direct Interpreter Services electronically to DSHS and DCYF by the 10th day of the subsequent month. Invoices shall include the following information:
 - i. Appropriate DSHS or DCYF Organizational Index Codes;

- ii. Entire line of account coding as reference in the Account Coding crosswalk provided by HCA; and
- iii. Attached report required under Statement of Work, Section 14.5 and 14.6. This report must correspond to the submitted billing.

Reimbursed Claims

- 3.4.14 The Contractor must create an electronic payment reimbursement process for Requesters when Contractor is unable to fill a specific Interpreter request for ASL or qualified Integrated Managed Care (IMC) providers. The Contractor must verify:
- a) Client is Medicaid eligible;
 - b) Request was made by an authorized Requester; and
 - c) Requester has paid for the service cost to Interpreter/agency directly.

Contractor's responsibility

- 3.4.15 The Contractor will assume responsibility for payment to Contractor's employees for wages, benefits, and take all steps required to execute the invoicing and payment of fees to Contracted Interpreters.
- 3.4.16 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

- 3.4.17 The HCA, DCYF and DSHS 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.
- 3.4.18 The Contractor shall not bill, and HCA, DCYF or DSHS 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.
- 3.4.19 HCA, DSHS, or DCYF does not pay for Interpreter services for the following facilities/situations:
- a) Inpatient hospital services (e.g. labor and delivery);
 - b) Nursing facility services;
 - c) 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);

- d) Unauthorized Requesters that HCA, DSHS, or DCYF cannot identify as an employee or participant for the program; or
- e) Community mental health centers, mental health clinics or mental health institution services covered by a Behavioral Health Organization(s):
- f) Alcohol or other drug-related treatment centers/programs covered by a Behavioral Health Organizations

DIRECT BILLS

- 3.4.20 When scheduled encounters denied by ProviderOne, for ineligible Clients, remain unpaid, and the Contractor has attempted to recover payment from the Medicaid provider in the preceding 90 days from the date of denial:
 - 3.4.20.1 The claim will be considered a private arrangement from the date of denial from ProviderOne to 90 days after the date of denial. During this time, the contractor must seek payment from the Medicaid provider. The rate billed may be at the contractor's market rate during this period
 - 3.4.20.2 On the 91st day from the date of denial, the Contractor shall bill HCA for payment at the CBA established rate. The claims will be billed using the established A-19 Invoice voucher or other such form as designated by HCA.
 - 3.4.20.3 The contractor must make every attempt to recoup payment from the Medicaid provider for up to one year from the date of denial, in accordance with Contractor's internal process, and all attempts must be documented. The amount may not be more than the rate paid by HCA for the services.
 - 3.4.20.4 Contractor's internal recoupment process must include:
 - (a) Sending statements to the providers monthly;
 - (b) Contacting the provider via letter, email, or phone call 90 days after the claim has been billed to the provider; and
 - (c) Continuing to invoice provider for outstanding claims.
 - 3.4.20.5 Once the Contractor receives payment, the Contractor must remit the payment or credit back to HCA using the established A-19 Invoice voucher or other such form as designated by HCA.
- 3.4.21 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. 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.
- 3.4.22 No monetary fines will be assessed against any Interpreter 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 Interpreter. All corrective actions and written notifications must be reported to the Interpreter Services Program Manager.

3.5 BACKGROUND CHECKS

3.5.1 The Contractor must:

- 3.5.1.1 Perform criminal history background checks on each Interpreter prior to their first instance of providing services to Requesters, and annually thereafter. This requirement may be waived if the 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.
- 3.5.1.2 Have ready access to, and provide upon the Request of HCA, a copy of each Interpreter's criminal history background check.
- 3.5.1.3 Report to HCA any changes in criminal history of an Interpreter within three business days of Contractor knowledge.
- 3.5.1.4 If the Contractor determines an Interpreter, fails the background check, the Contractor is to immediately prohibit any Interpreter from providing services under this Contract if there is an indication from the background check results that the Interpreter may pose a risk to Clients (refer to the DSHS Secretary's lists of Crimes and Negative Actions). This list can be located at <http://www.dshs.wa.gov/bccu/bccucrimeslist.shtml>.

3.6 PERFORMANCE INCENTIVES AND PENALTIES

Face to Face Fill Rates and performance expectations:

- 3.6.1 The contractor is expected to maintain quarterly minimum fill rates for non-urgent requests in the following three categories:
 - American Sign Language
 - Top 7 spoken languages
 - Languages of High Demand, Lesser Diffusion
- 3.6.2 Performance will be based on the quarterly data provided as required in Statement of Work (section 14). Monetary performance penalties may be imposed, if the minimum fill rates are not achieved, by reducing 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%).
- 3.6.3 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.
- 3.6.4 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. Examples include:

- 3.6.4.1 Failure to meet critical contract deliverables, performance measures, or milestones;
- 3.6.4.2 Failure to demonstrate appropriate effort towards resolving non-compliance (contract deliverables, performance measures, milestones, etc.);
- 3.6.4.3 Failure to meet fill rates and/or failure to demonstrate appropriate effort towards increasing fill rate
- 3.6.5 The contractor may earn back withholdings up to the maximum administrative rate if the contractor meets the following obligations:
 - 3.6.5.1 Increasing fill rates equivalent to the amount reduced for languages of lesser diffusion and ASL;
 - 3.6.5.2 Recruiting Interpreters for languages of lesser diffusion and ASL, or in geographic areas needing additional Interpreters;
 - 3.6.5.3. Develop, implement, and document process improvements to reduce or eliminate barriers for Interpreters or providers in obtaining language access services;

American Sign Language

- 3.6.6 The contractor is expected to identify and assign an interpreter to fill all non-urgent requests at a quarterly minimum of 90% by the 13th month (July 2019) of this contract. Failure to reach the minimum quarterly performance standard will result in monetary penalties up to the maximum permitted. Monetary penalties will be imposed for each quarter the minimum performance standard is not achieved.

Top Seven Languages

- 3.6.7 The contractor is expected to identify and assign an interpreter and fill all non-urgent requests at a minimum of 75% effective the sixth month of this contract (December 2018), and a quarterly minimum of 90% by the 13th month (July 2019) of this contract. Failure to reach the minimum quarterly performance standard will result in monetary penalties up to the maximum permitted. Monetary penalties will be imposed for each quarter the minimum performance standard is not achieved.

Top 7 languages include:

1. Arabic
2. Cantonese
3. Korean
4. Russian
5. Somali
6. Spanish
7. Vietnamese

Languages of High Demand, Lesser Diffusion

- 3.6.8 For Languages of high demand, lesser diffusion (which include languages outside the top seven where there are 100 or more requests per year), the contractor is expected to identify and assign an interpreter and fill all non-urgent requests at a minimum of 70% by the 13th month (July 2019) of this contract. Failure to reach the minimum performance standard will result in penalties and/or corrective actions.

Languages of Low Demand, Lesser Diffusion

- 3.6.9 For Languages of low demand, lesser diffusion (which include languages outside the top 7 where there are less than 100 requests per year). The contractor is expected to attempt to identify and assign an interpreter to fill the request, and must be able to provide documentation of the attempt. In the event the request cannot be filled, the contractor is required to:
- a) Provide proof that Contractor attempted to fill the job with current Interpreters of the contract; and
 - b) Provide proof of outreach attempts for these rare languages; and
 - c) Outreach should be on a quarterly basis to various agencies, facilities, stakeholders, and organization groups.

3.7 COLLECTIVE BARGAINING AGREEMENT (CBA) REQUIREMENTS

3.7.1 In accordance with [RCW 41.56.113](#), The Contractor must:

- 3.7.1.1 Deduct the monthly amount of Union membership dues from all paying union bargaining unit Interpreters performing services under this Contract.
- 3.7.1.2 Transmit deductions and fees electronically to the Union at the Union's official headquarters no later than five business days following receipt of payment to the Contractor.

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

- 3.7.1.3 Provide HCA a monthly record showing that dues or fees have been deducted as specified in Section 3.7.2.3.

3.7.2 Deduction. The Contractor must:

- 3.7.2.1 Provide for the deduction from the payments to an Interpreter who is a member of the Union and is covered under the CBA AFSCME PEOPLE (Section 12.1) as provided for in a written authorization.
- 3.7.2.2 Such authorization must be executed by the Interpreter and may be revoked by the Interpreter at any time by giving written notice to both the Contractor and the Union.

3.7.2.3 Remit any deductions with a report showing;

- (a) Interpreter name;
- (b) Tax Identification Number or other unique identification number;
- (c) Home address;
- (d) Monthly dollar amount for each authorized deduction, identified as “Dues”, “Deduction #2” and “Deduction #3”.
- (e) In the event there are insufficient funds to cover each deductions, Dues will have priority over Deductions #2 and #3, and Deduction #2 has priority over Deduction #3.

3.7.3 Status Reports. The Contractor must provide electronically, to the Union, a monthly report with the data listed below for each Interpreter in the bargaining unit who was paid through the Contractor:

- a. Tax Identification Number or other unique identification number;
- b. Full name of the Interpreter;
- c. Home address;
- d. E-mail if available;
- e. Cell phone number if available;
- f. Home phone number if available;
- g. Working languages;
- h. Total amount deducted for each deduction type (people-to-people, Union deduction, and any applicable other Union deduction as required).

3.7.4 The Contractor will notify the union electronically when the Interpreter completes all required paperwork to provide services under this contract. The notification to the Union will be provided on the fifth and 20th days of each month. The notification must include:

- a. Full name of Interpreter
- b. Home address
- c. Cell phone number, if available
- d. Home phone number, if available
- e. E-mail if available
- f. Working language(s)

ASL Interpreters are not covered under the CBA for this contract.

3.8 CONTRACTOR AND HCA CONTRACT MANAGERS

3.8.1 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.

- 3.8.2 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.
- 3.8.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

| CONTRACTOR Contract Manager Information | | Health Care Authority Contract Manager Information | |
|--|--|---|--|
| Name: | Suzy Redfern | Name: | Katherine Templet |
| Title: | Contract Manager | Title: | Program Manager |
| Address: | 929 108 th Ave NE Suite 710 Bellevue, WA 98004 | Address: | PO Box 45530 Olympia, WA 98504-5530 |
| Phone: | 425-691-3198 | Phone: | 360-725-0769 |
| Email: | Suzyr@ULSonline.net | Email: | katherine.templet@hca.wa.gov |

3.9 KEY STAFF

- 3.9.1 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 Statement of Work (SOW) from the people who were described in the Response for the first SOW or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.
- 3.9.2 During the term of the Statement of Work (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. 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.

3.10 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 either delivered in person, 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.

3.10.1 In the case of notice to the Contractor:

Universal Language Service
 Elena Vasiliev, President
 929 108th Ave NE Suite 710
 Contract manager

Bellevue, WA 98004-4769

3.10.2 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

3.10.3 Notices are effective upon receipt or four Business Days after mailing, whichever is earlier.

3.10.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.11 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:

1. Applicable Federal and State of Washington statutes and regulations;
2. Recitals;
3. Special Terms and Conditions;
4. General Terms and Conditions;
5. Schedule A(s): Statement(s) of Work;
6. Exhibit A: HCA RFP #2474 for Interpreter Services, dated December 18, 2017;
7. Exhibit B: Contractor's Response dated February 8, 2018;
8. CBA, Local 1671 AFSCME Interpreters United; and
9. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.12 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:

3.12.1 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.

- 3.12.2 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.
- 3.12.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- 3.12.4 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's 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.

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.

4. GENERAL TERMS AND CONDITIONS

4.1 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.

4.2 ADVANCE PAYMENT PROHIBITED

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

4.3 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.

4.4 ASSIGNMENT

4.4.1 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 4.37, *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 4.4.1 of the Contract will be null and void.

- 4.4.2 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 30 calendar days to Contractor.
- 4.4.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.5 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.

4.6 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 30 calendar days after such a change takes effect.

4.7 CONFIDENTIAL INFORMATION PROTECTION

- 4.7.1 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*).
- 4.7.2 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement (BAA) 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).

See Contractor's BAA, K2721.
- 4.7.3 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.
- 4.7.4 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.8 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>).

4.9 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION

- 4.9.1 Contractor must notify the HCA Privacy Officer (HCAPrivacyOfficer@hca.wa.gov) within five Business Days of discovery of any Breach or suspected Breach of Confidential Information.
- 4.9.2 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.
- 4.9.3 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 19.254.010, or other law or rule, then:
- 4.9.3.1 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.
- 4.9.3.2 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).
- 4.9.3.3 Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.
- 4.9.4 Any breach of this clause may result in termination of the Contract and the demand for return or disposition (Attachment 1, Section 7) of all Confidential Information.
- 4.9.5 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.

4.10 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.

4.11 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.

4.12 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.

4.13 DISPUTES

The parties will use their best, good faith efforts to resolve disputes and problems that arise in connection with this Contract. Both parties will continue immediately 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.

4.13.1 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 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 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 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.

4.13.2 A party's request for a dispute resolution must:

- 4.13.2.1 Be in writing;
 - 4.13.2.2 Include a written description of the dispute;
 - 4.13.2.3 State the relative positions of the parties and the remedy sought;
 - 4.13.2.4 State the Contract Number and the names and contact information for the parties;
- 4.13.3 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.
- 4.13.4 Payment Disputes
- 4.13.4.1 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.
 - 4.13.4.2 Disputes regarding services provided to Medicaid providers must be resolved with the Health Care Authority (HCA) Interpreter Services Section.
 - 4.13.4.3 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.
 - 4.13.4.4 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.

4.14 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 supersede 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 4.43 *Warranties*.

4.15 FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)

- 4.15.1 This Contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.
- 4.15.2 To comply with the act and be eligible to enter into this Contract, Contractor must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If Contractor does not already have one, a DUNS® number is available free of charge by contacting Dun and Bradstreet at www.dnb.com.

4.15.3 Information about Contractor and this Contract will be made available on www.usContractorregistration.com by HCA as required by P.L. 109-282. HCA's Attachment 3: *Federal Funding Accountability and Transparency Act Data Collection Form*, is considered part of this Contract and must be completed and returned along with the Contract.

4.16 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.

4.17 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:

4.17.1 Terminate this Contract pursuant to Section 4.40.3, *Termination for Non-Allocation of Funds*;

4.17.2 Renegotiate the Contract under the revised funding conditions; or

4.17.3 Suspend Contractor's performance under the Contract upon five 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.

4.17.3.1 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.

4.17.3.2 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.

4.17.3.3 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.

4.18 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.

4.19 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.

4.20 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 4.7 *Confidential Information Protection* and Section 4.9 *Confidentiality 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.

4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this Contract. Contractor and his or her employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold himself/herself 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.

4.22 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.

4.23 LEGAL AND REGULATORY COMPLIANCE

4.23.1 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.

4.23.2 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.

4.23.3 Failure to comply with any provisions of this section may result in Contract termination.

4.24 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 or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

4.25 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.

4.26 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.

4.27 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 and Contractor shall refund the full amount to HCA within 30 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 4.13 *Disputes*.

4.28 PAY EQUITY

4.28.1 Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), 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.

4.28.2 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.

- 4.28.3 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.
- 4.28.4 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.
- 4.28.5 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.

4.29 PUBLICITY

- 4.29.1 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.
- 4.29.2 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.
- 4.29.3 All publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of support from the Department of Health and Human Services, citing the Funding Opportunity Number as identified on the Funding Opportunity Announcement (FOA) as follows: “The project described was supported by Funding Opportunity Number CMS-1G1-14-001 from the U.S Department of Health and Human Services, Centers for Medicare & Medicaid Services.” Recipient also must include a disclaimer stating that “The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies.” One copy of each publication, regardless of format, resulting from work performed under an HHS project must be sent to the HCA Contract Manager via email by January 31, 2017 or the end date of this agreement, whichever is later.

4.30 RECORDS AND DOCUMENTS REVIEW

- 4.30.1 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].

4.30.2 The Contractor must retain such records for a period of six years after the date of final payment under this Contract.

4.30.3 If any litigation, claim, or audit is started before the expiration of the six year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.31 REMEDIES NON-EXCLUSIVE

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

4.32 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.

4.33 RIGHTS IN DATA/OWNERSHIP

4.33.1 HCA and Contractor agree that all data will be owned by HCA. Data includes, but is not limited to, databases, documents, records, and reports to the extent provided by law.

4.33.2 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.

4.33.3 Contractor will not use or in any manner disseminate any Data to any third party, or represent in any way Contractor ownership of any such Data, without the prior written permission of HCA. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Data or any portion thereof, in any form, to any third party.

4.34 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.

4.35 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.

4.36 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.

4.37 SUBCONTRACTING

- 4.37.1 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 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.
- 4.37.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any subcontracts.
- 4.37.3 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.
- 4.37.4 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.
- 4.37.5 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.

4.38 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 Documents 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.

4.39 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 and be responsible for payment of all taxes due on payments made under this Contract.

4.40 TERMINATION

4.40.1 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 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."

4.40.2 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 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.

4.40.3 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.

4.40.4 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.

4.40.5 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.

4.41 TERMINATION PROCEDURES

- 4.41.1 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.
- 4.41.2 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 4.13 *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.
- 4.41.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:
- 4.41.3.1 Stop work under the Contract on the date of, and to the extent specified in, the notice;
 - 4.41.3.2 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;
 - 4.41.3.3 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;
 - 4.41.3.4 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;

4.41.3.5 Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;

4.41.3.6 Complete performance of any part of the work that was not terminated by HCA; and

4.41.3.7 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.

4.41.3.8 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.

4.42 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.

4.43 WARRANTIES

4.43.1 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.

4.43.2 Contractor represents and warrants that it shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.

4.43.3 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.

Approved as to Form:

This contract format was approved by the Office of the Attorney General.
Approval on file.

Schedule A
Statement of Work

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, HCA, DSHS, and DCYF.

1. Implementation

The Contractor must:

- 1.1. Conduct outreach and enroll certified, authorized, recognized interpreters beginning on or before June 1, 2018;
- 1.2. Provide orientation to new subcontracted interpreters prior to July 1, 2018;
- 1.3. Provide outreach and orientation to authorized Requesters prior to July 1, 2018;
- 1.4. Assure that jobs scheduled prior to July 1, 2018, or signature of contract, whichever comes first, are processed as previously scheduled. It is not a requirement to reschedule as HCA, DSHS, or DCYF appointments.
- 1.5. By June 15, 2018, have the ability to:
 - a. Accept and schedule requests from authorized Requesters for appointments on or after July 1, 2018; and
 - b. Accept records of previously scheduled appointments from preceding contractor.
- 1.5. Assume any financial costs incurred related to implementation efforts made prior to July 1, 2018.

2. General Requirements

The Contractor must:

- 2.1 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 website hours of operation to provide assistance to Authorized Requesters and subcontracted Interpreters by phone, email, fax, or other methods of communication.
- 2.4 Assume sole responsibility for all work performed under this Contract by:
 - a. The Contractor's employees, officers, directors, agents, representatives, associates;

- b. Interpreter Service subcontractors; and
- c. 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.

2.5 Adhere to the terms and conditions of the WFSE, AFSCME Council 28, Language Access Providers Collective Bargaining Agreement (CBA) as currently written, or as hereafter amended and any successor CBA. www.ofm.wa.gov/labor/agreements/default.asp.

3. Customer Service Requirements

The Contractor must:

- 3.1 Provide in-person Interpreter Services through direct written subcontracts with DSHS Certified, Authorized, or Recognized spoken and RID certified sign language Interpreters.
- 3.2 Provide a mobile friendly web-based system to schedule on-demand and pre-scheduled Interpreter Service Requests, including a bulk or mass upload feature.
- 3.3 Upon receipt of a request from a Medicaid Requester, or from HCA authorized staff, verify client eligibility, schedule, process, assign, and manage Interpreter Services in conjunction with a Client's scheduled appointment.
- 3.4 Upon receipt of a request from a DSHS or DCYF Requester or from authorized staff, schedule, process, assign, and manage Interpreter Services in conjunction with a scheduled appointment.
- 3.5 Requests submitted outside the web-based technology or bulk upload, are on an as needed or special circumstance basis. Requests may be submitted via email, telephone or facsimile transmission technologies as determined appropriate by the Contractor.
- 3.6 Provide a local and toll-free number for Authorized Requesters.
- 3.7 Provide a local and toll-free number for subcontracted Interpreters.
- 3.8 Provide staff and telephone lines to achieve 90% of all incoming calls, including hearing-impaired system calls, to be answered within 30 seconds.
- 3.9 A phone answering machine or electronic voice mail may be used when offered as an option to the Requester; however, Requesters shall be given the option of staying in queue to reach a staff person during regular business hours.
- 3.10 Provide staff to process, schedule, assign, manage and monitor the online scheduling system, email, telephone, electronic voice mail, or facsimile transmission requests.
- 3.11 Per CBA, remit amounts due to Interpreters no later than 15 business days after receipt of the payment for Interpreter Services from HCA and 7 business days from DSHS and DCYF.
- 3.12 Utilize and complete the appointment record form either electronically or in paper form for all appointments and encounters. The appointment record form will be made available on the HCA website to Requesters and Interpreters.

- 3.13 Ensure Authorized Requesters document the arrival and departure times of the Interpreter. Requests may be submitted via email, telephone or facsimile transmission technologies as determined appropriate by the Contractor.
- 3.14 Provide technology solutions for check in/out such as cell phone applications, tablets, Quick Response Code (QR) or other solutions that meet the needs of Authorized Requesters and/or subcontracted Interpreters.
- 3.15 Monitor technology solutions and implement changes or new technologies to improve the check in/out process.
- 3.16 Have the ability to receive electronic data files from HCA's ProviderOne system for the use of client eligibility information, or build a retrieval system that interfaces with HCA's ProviderOne system.
- 3.17 Have personnel policies that conform to federal, Washington State, and local statutes and ordinances.
- 3.18 Update and make available all materials related to the program procedures, policy, or other documents within ten business days after receiving the change from HCA.
- 3.19 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.
- 3.20 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.
- 3.21 Within 30 days of the effective date, provide cultural competency training to Contractor staff and ongoing learning opportunities for topics such as culturally and linguistically appropriate communication and language access needs and communication methods for the deaf and hard of hearing community.
- 3.22 Train Customer Services Center staff on client and Interpreter 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>
- 3.23 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.
- 3.24 The Contractor may close the Customer Service Center in observance of Washington State observed legal holidays as defined by RCW 1.16.050.

i. Information Requirements

The Contractor must:

- 4.1 Provide and maintain an HCA approved internet website for Requesters and Interpreters to access information pertaining to Interpreter Services. At a minimum, the website shall contain the following:

- a. A link to the online scheduling system 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:
 - 1. Telephone numbers;
 - 2. Mailing and physical addresses;
 - 3. Email addresses; and
 - 4. 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:
 - 1. Frequently asked questions and responses;
 - 2. Provider manuals;
 - 3. Brochures;
 - 4. Videos, etc.
 - g. A list of all languages available per this Contract, including:
 - 1. County; and
 - 2. Number of Interpreters by language.
 - h. A list of languages by county under active recruitment.
 - i. All lists must be updated before the start of every quarter, beginning October 1, 2018.
- 4.2 Notify the HCA Program Manager of any substantial changes to website content or processes via email. HCA reserves the right to request to review these documents five (5) business days before posting.
- 4.3 Provide a link to the current CBA on the Contractor's website.
- 4.4 HCA reserves the right to request modifications to the Contractor's website.

5. Outreach and Education

The Contractor must:

- 5.1 Provide outreach, technical assistance and orientation to Authorized Requesters to access

the Interpreter Services program. Emphasis will be put on the following:

5.1.1 Online portal scheduling system

- a) How to access, navigate, schedule, review, edit and cancel appointments using the online scheduling system.
- b) How to utilize the bulk/mass upload feature for scheduling appointments
- c) How to provide feedback on an Interpreter.
- d) The Authorized Requester's roles and responsibility for verifying client eligibility and benefit coverage.
- e) Guidelines for working with an interpreter.
- f) The requester's legal responsibility to provide language access services.

5.1.2 On-demand scheduling process

- a) When and who to call; and
- b) How to schedule, edit, or cancel an appointment.

5.1.3 Specific Interpreter Requests

- a) Requesting the appropriate Interpreter and language or ASL needs.
- b) When a specific Interpreter request is valid.

5.1.4 When it is appropriate to request reimbursement for private pay Interpreter services.

How to request reimbursement.

5.1.5 Block of Time requests for Community Service Offices (CSOs) and DCYF offices.

- 5.2 Provide targeted outreach to increase provider utilization. This includes specific regions, provider types, appointment types, organizations and other factors;
- 5.3 Offer quarterly webinar Requester orientations and instructional sessions. Related costs will be borne by the Contractor.
- 5.4 Additional online-based materials as deemed necessary by HCA.
- 5.5 HCA reserves the right to review and approve all materials and require the Contractor to conduct additional outreach.
- 5.6 Provide outreach, technical assistance, and educational sessions to subcontracted Interpreters to access the Interpreter Services program as outlined in section 6.

6. Contracting with Interpreters

The Contractor must:

- 6.1 Provide Interpreter Services through direct written Contracts with Interpreters for in-person appointments.
- 6.2 Provide Orientation and education for performing services under this Contract. This includes ensuring subcontracted Interpreters receive the required orientation prior to providing services under this Contract. The Orientation must include all of the following:
 - a. How to review, accept, and reject appointments, including appointments through text message and mobile website;
 - b. Code of Ethics and HIPAA;
 - c. Corrective action policy;
 - d. Payment dispute process;
 - e. Approve appointments for payment;
 - f. Timelines required for contract;
 - g. Immunization requirements for Medical Interpreters;
 - h. Eligibility requirements for Block of Time appointments;
 - i. Social Service appointments;
 - j. DCYF appointments;
 - k. Medicaid appointments;
 - l. Travel expense reimbursement requirements; and
 - m. Facility appointments.
- 6.3 Require Interpreters to complete the appointment record either electronically or in paper form.
- 6.4 Require Interpreters to comply with HIPAA, code of professional conduct, and all applicable state and federal laws and the terms and conditions of this contract.
- 6.5 Maintain documentation that subcontracted Interpreters have completed all required documents to provide services under this contract:
 - a. Are DSHS Certified, Authorized, or Recognized by DSHS for spoken languages;
 - b. Are RID Certified, Authorized, or Recognized for Sign Language Interpreters;
 - c. Contractor will coordinate documentation with ODHH for RID certified Interpreters.
 - d. Have a valid Washington State Unified Business Identifier (UBI) number or tax registration number;
 - e. Sign and comply with the [DSHS Language Interpreter and Translator Code of Professional Conduct](#);

- f. Sign and comply with the correction action policy;
- g. Comply with HIPAA requirements, as set forth in the General Terms and Conditions of this Contract.
- h. Completed copy of a Washington State background check.
- i. Proof of immunization status for medical interpreters to include:
 - 1. Current season influenza vaccine as determined by the Washington State Department of Health (DOH).
 - a) No influenza vaccine is required outside of influenza season, which must begin on November 30 of that year, unless the DOH issues notice of a flue pandemic prior to the start of the flu season, and the flu season must end via declaration from DOH. Medical Interpreters may be eligible for assignments at any time after the current influenza vaccine is administered.
 - b) Additional vaccinations as determined by DOH, to treat pandemic alerts, such as the swine flu.
 - 1. Measles, Mumps, and Rubella (MMR) vaccine, two (2) doses, one (1) month apart, on or after the medical Interpreter's first (1st) birthday or proof of immunity, or proof of:
 - a) Rubella (German Measles) vaccine, and
 - b) Rubeola (hard measles) vaccine, and
 - c) Mumps vaccine, and
 - 2. Varicella (Chickenpox or Shingles) vaccine, two (2) doses, four (4) to eight (8) weeks apart or proof of immunity
 - 3. Tdap (Tetanus, Diphtheria, and Pertussis), one (1) dose on or after age 11, Td (Tetanus and Diphtheria), and
 - a) one (1) dose or Td every ten years after, or
 - b) proof of immunity, or
 - c) one (1) dose on or after age 11, Td (Tetanus and Diphtheria), and
 - d) Diphtheria vaccine, and
 - e) Pertussis vaccination
 - 4. Tuberculosis (TB) screening.
 - a) Documentation of annual:
 - i. TB skin testing; or
 - ii. Quantiferon; or

- iii. T-Spot lab test;
 - iv. If any test is positive:
 - 1. Documentation of one negative chest x-ray as soon as possible after the initial test; and
 - 2. Annual symptoms checklist completed and signed by the Interpreter's primary care provider.
 - 5. Contractor must provide proof of immunizations to the State upon request within five calendar days of written request.
 - 6. Contractor must describe the immunization tracking procedures and process to HCA.
- 6.6 Contractor will supply HCA an approved monitoring plan for subcontracted Interpreters within 90 days of signed contract. The monitoring plan must provide, at a minimum, how the Contractor will monitor and submit the following information when requested by HCA:
- a. A signed copy of The Language Interpreter and Translator Code of Professional Conduct, WAC 388-03-050 Exhibit D, Interpreter Code of Ethics.
 - b. A signed copy of the Interpreter's role and responsibility when providing interpretation services under this contract.
 - c. Copy of a Washington State criminal background checks.
 - d. A signed copy of the complaint and corrective action policies.
 - e. Copies of RID or DSHS Certified, Authorized, Recognized certifications or authorization letters.
 - f. Complete copy of annual immunization records as required by the contract.
 - g. Other documents as deemed necessary by HCA.

7. Processing appointment

The Contractor must:

- 7.1 Provide a secure web-based portal for requesting, cancelling, editing and verifying appointments for Interpreter Services for the Requester, including a bulk or mass upload feature.
- 7.2 Provide an alternate method to submit requests for services, such as phone, email, or fax when necessary. The Contractor should 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.
- 7.3 Provide a secure web-based portal for accepting, returning and approving appointments for the subcontracted Interpreter including a mobile device application or mobile friendly website.
- 7.4 Assure that only Medical interpreters are assigned to Medicaid appointments

- 7.5 Assure that Social Interpreters are assigned to DSHS and DCYF appointments; However, if no Social interpreters are available, or the request is within 48 hours of the appointment, the contractor will offer to Social and Medical interpreters.
- 7.6 The secure web-based scheduling portal must have the capacity to allow requesters to:
- a. Individually input, edit, and cancel appointments, including returned appointments,
 - b. Create a bulk or mass upload of new appointments,
 - c. Copy or duplicate requests into a new appointment that can be edited as needed,
 - d. Select the language and type of interpretation needed:
 1. Sign, Sign Relay (CDI), Tactile; or
 2. Language and/or dialect if not listed.
 - e. Select their administration origin, if necessary,
 1. HCA;
 2. DSHS; or
 3. DCYF
 - f. Select the appointment service type,
 - g. Select a specific Interpreter: such as gender, cultural requirements, medically necessary, ASL, Sign Relay (CDI), or other criteria deemed necessary by the provider,
 - h. Ongoing treatments of medical conditions that may qualify as Medically Necessary to require a specific assigned Interpreter include:
 1. Continuing counseling sessions
 2. Applied Behavior Analysis therapy sessions
 3. Cancer treatments as requested by the Medicaid provider
 4. 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 Interpreter will impact the health outcome or effectiveness of the interaction.
 5. Effectiveness of treatment plan or any treatment or medical procedure where a change in Interpreter will impact the effectiveness and efficacy of the treatment or procedure.
 - i. If HCA requests documentation of "Medically Necessary" from Contractor, Contractor must reach out to Authorized Requesters for documents and forward to HCA within 10 business days. If Contractor is unable to obtain documentation from Authorized Requester within 10 business days, they will notify HCA and HCA may take

additional action, The Authorized Requester must maintain documentation supporting this determination.

- j. Confirm appointment status information in a daily summary format or by individual appointment that includes, at a minimum:
 - 1. If the request is filled;
 - 2. If the request cannot be filled;
 - 3. If the appointment is still in a pending status; and
 - 4. If the appointment has been returned by Interpreter.
- k. 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.
- l. Determine if there are no ASL/CDI interpreters available in the county where the service will be provided.

Permit the Requester to cancel the appointment and be eligible for the reimbursement process or leave the appointment in pending status and continue attempting to fill the request.
- m. Send immediate notifications to the Requester whenever the appointment has a status change, or self-selected notification request by Requester.
- n. Send appointment status updates to the Requester to include:
 - 1. Jobs in a pending status three days after the requested date;
 - 2. Jobs in a pending status two weeks prior to the appointment date; and
 - 3. Jobs in pending status three business days prior to appointment date; or
 - 4. Self-selected notification request by Requester
- o. Notification via email and/or telephone call to Requester when a start or end time has not been completed two business days after the date of service. Or as defined in the CBA.

7.7 Allow the Requesters to pull real-time reports/data from their online scheduling system of all appointments or ranges of appointments for their provider/facility by:

- a. Client;
- b. Language;
- c. Appointment type;
- 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.

8. Secure Web-based Portal

The secure web-based portal must have the capacity to allow Interpreters to:

- a. Review, accept, and reject appointments;
- b. Return appointments prior to 24 hours of the scheduled appointment;
- c. Obtain and confirm appointment information and download to iCal or calendar through a software program;
- d. Approve appointments for payment;
- e. Dispute check-in and checkout times;
- f. Review payment invoices; and
- g. Review and respond to complaints.

9. Contractor Timeframe

The Contractor must:

- 9.1 Process web-based requests for Interpreter Services Sunday through Saturday, twenty-four (24) hours a day, seven (7) days a week.
- 9.2 Post requests to the web-based scheduling system within one business day;
- 9.3 Requests received outside the web-based technology or bulk upload, will be accepted twenty-four (24) hours a day, seven (7) days a week. 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.
- 9.4 Contractor must provide real time updates on the status of requests to include whether they:
 - a. Have been filled;
 - b. Are pending to be filled, including how long it has been pending;
 - c. Have been returned by the 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.
- 9.5 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:

1. Written requests for information.
 2. Requested reports.
 3. Changes and edits for material and programming proposals.
 4. Additional requests as documented in writing by the HCA program staff.
 5. Corrective Action Plans (CAPs).
- b) One business day or nine business hours for all:
1. Initial responses to Complaints reported.
 2. Initial notification of accidents or incidents affecting the health and safety, as outline in the code of ethics, of Medicaid, DCYF, or DSHS Clients.
 3. Requests for information during established legislative session.
 4. Requests for information during Collective Bargaining session.
- c) Immediately for all:
1. Website or portal complications including:
 - a) Inability for Requesters or Interpreters to access portal; and
 - b) Mainframe system failure.
 2. Phone lines unavailable.
 3. Interpreter suspension or termination due to HIPAA or Safety Violations/

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

The Contractor must:

- 10.1 Ensure that Medicaid Requests for Interpreter 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.
- 10.2 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;
 - b. From the downloaded Eligibility Data files supplied by HCA; or
 - c. Documentation from an authorized HCA representative.
- 10.3 Verify the Requester is an enrolled Medicaid participating provider or enrolled Social Service or DCYF representative; and
- 10.4 Screen Urgent Medicaid eligible appointment requests received less than 24 hours in advance for eligibility, including validating the client and service, prior to providing

Interpreter Services. Reject any requests that are for non-Medicaid enrollees or non-Medicaid providers.

11. Denials and Exceptions to a Request

The Contractor must deny the request if:

11.1 It does not come from a HCA, DSHS, or DCYF Authorized Requester.

11.1.1 For HCA Medicaid appointments:

- a) It is not for a Medicaid eligible client; and
- b) It is not a Medicaid provider.

11.2 Exceptions:

HCA may pay a claim denied by ProviderOne if:

- a. Date of death precedes date of service;
- b. Direct Bill to provider exceeds 90 days uncollected; or
- c. Change in benefit eligibility not visible within 48 hours of appointment start time.

12. Policies and Procedures

12.1 The Contractor must have documented policies, procedures, and/or manuals no later than October 1, 2018. The manuals must be reviewed and updated annually or when changes occur. All policies, procedures, and manuals must be available to HCA upon request. At a minimum, the Contractor must have the following:

- a. Operations manual that documents the Contractor's operation policies and procedures. The operations manual will include at a minimum:
 - 1. Accessing the online system;
 - 2. Scheduling process;
 - 3. Billing process;
 - 4. ProviderOne;
 - 5. Provider reimbursement;
 - 6. Administrative fee for DSHS, DCYF and HCA;
 - 7. Facility appointments;
 - 8. Block of Time;
 - 9. Communication plan;
 - 10. Incident resolution process;
 - 11. Payment dispute process for Interpreters; and

12. Outreach and Orientation

- b. Subcontractors Manual will include at a minimum:
 - 1. Accessing the online system;
 - 2. Text message options;
 - 3. Accepting, or rejecting appointments;
 - 4. Billing process;
 - 5. Facility appointments;
 - 6. Block of Time appointments;
 - 7. Incident resolution process; and
 - 8. Payment dispute process.
- c. Authorized Requester Orientation materials will include at a minimum:
 - 1. Navigating the online system;
 - 2. Text message and email alerts;
 - 3. Scheduling, editing, and cancelling appointments;
 - 4. Billing process;
 - 5. Reimbursement process;
 - 6. Communication plan; and
 - 7. Incident resolution/complaint process.
- d. Confidentiality and Nondisclosure policies and/or procedures that ensure compliance with all state and federal Confidentiality and Nondisclosure requirements.
- e. All Interpreter and Requester orientations and webinars are available on their website.
- f. Must have method for collecting, verifying, and monitoring immunizations required by HCA for medical interpreters.

The Contractor must explain in detail:

- 1. How they will validate/verify immunizations, testing, or proof of immunity;
 - 2. Stay informed on the flu season; and
 - 3. Notify medical interpreters of expiring immunizations, or new immunization requirements.
- g. Quality Assurance Plan (QAP): Develop a QAP that must describe:

1. Methods for monitoring, tracking and assessing the quality of services provided under this Contract.
 2. How the Contractor will identify and resolve issues related to Interpreter quality and/or performance.
 3. How the Requester or client initiated concerns and/or complaints are processed.
- h. Disaster Preparedness and Recovery Plan that ensures, at minimum:
1. The ability to continue receiving Interpreter service requests and other functions required in this contract in the event the Contractor's Customer Service Center is rendered inoperable;
 2. Documentation of emergency procedures that include steps to take in the event of a natural disaster; and
 3. Employees at the Customer Service Center are familiar with the emergency procedures.
- i. Develop procedures to address complaints and Corrective actions for Authorized Requesters or Interpreters;

Develop a method to accept complaints and feedback from Authorized Requesters, Interpreters, and/or clients. The method must be found easily on the contractor's website and must include methods for deaf and hard of hearing individuals to submit non-written complaints or feedback.

The complaint policy must:

1. Be made available to all Authorized Requesters and Interpreters upon request;
2. Include the requirement that the Contractor must notify an Interpreter with ten (10) business days of receipt of any complaint by a Requester or Client;
3. Include procedures for:
 - a) Receiving, tracking and responding to complaints;
 - b) Documenting and maintaining records of all complaints received as identified in section 12.4;
 - c) Resolving complaints that includes, at a minimum, the participation of the Contractor's Ombudsperson or assigned staff person to resolve complaints;
 - d) Interpreter's 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 subcontracted interpreter due to Safety and Health or HIPPA violations.

4. Delineate appropriate corrective action steps which, at a minimum, include the following progressive sequence of interventions:
 - a) Counseling or verbal warning;
 - b) Written warning;
 - c) Temporary suspension of services, or ability to subcontract;
 - d) Time-limited suspension of services, lasting no more than six months, depending on severity; and
 - e) Termination of the contract with the Interpreter.
5. Include the requirement that the Contractor must:
 - a) Provide written notice to the Interpreter three business days prior if any of the above corrective actions specified in 2.1.i.4 above are taken.
 - b) Notify HCA Interpreter Services Program Manager within 24 hours, if an Interpreter must be immediately suspended due to a health and safety violation, as defined in the Interpreter code of ethics;
 - c) Include submittal of an initial written report documenting any allegations of misconduct by an Interpreter by the end of the next business day to the Interpreter Service Program Manager, or successor;
 - d) Include submittal of a final formal report, complete with actions taken, to the HCA Interpreter Services Program Manager, designee or successor within seven business days;
 - e) Require immediate notification to the HCA Interpreter Services Program Manager, of any request by Contractor to terminate an Interpreter because of the Contractor's corrective action policy.

13. Interpreter Services Tracking and Documenting Requirements

13.1 The Contractor must establish, maintain, and utilize an electronic data management system (such as a database or repository) that maintains all Contractor's Interpreter Service data related to the work performed under this contract.

13.2 The system must:

- a. Be user friendly and have an administrator user interface available to HCA staff to view and access all data;
- b. Provide real-time on-demand reports;
- c. Capture, document, and maintain data for the following at a minimum:
 1. Organization Index Code;

2. Control Number – Used to track the Request through the ProviderOne billing system from the time of Request through the billing/payment process;
3. Client's ProviderOne ID number;
4. Client's full name;
5. Authorized Requesters full name
6. Authorized Requesters NPI #;
7. Authorized Requester's contact information:
 - a) Phone number;
 - b) Email; and
 - c) Address (location of service)
8. Date of request;
9. Appointment date;
10. Appointment start and end time;
11. Appointment street address;
12. Appointment County;
13. Language requested;
14. Interpreter assigned date and time;
15. Interpreter's information:
 - a) Full name;
 - b) Address;
 - c) Email;
 - d) Language(s); and
 - e) Unique identifier.
16. Specific Interpreter request:
 - a) Full Name; and
 - b) Unique Identifier.
17. Date and time services completed/cancelled/no-show;
18. Number of units billed;

19. Dollar amount of Interpreter service units billed;
20. Dollar amount of DSHS Interpreter service travel units billed;
21. Amount authorized for other fees incurred (parking, toll, ferry fees); and
22. Number of incidents received.

13.3 The scheduling system must, at a minimum:

- a. Identify an approved request as “pending” until an Interpreter is assigned to the appointment.
- b. Identify requests that an interpreter gives back and returns to pending status;
- c. Identify the request as “filled” and include the name of the Interpreter when an Interpreter 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:
 1. Service request Job Number assigned;
 2. Date and time the appointment was canceled;
 3. Who canceled the appointment; and
 4. Reason the appointment was cancelled.
- f. Identify each appointment where one or more required party (Client/Requester/Interpreter) does not show for an approved appointment as:
 1. “Client no-show”;
 2. “Requester no-show”;
 3. “Interpreter no-show”.

14. Required Reports for IS Program Monitoring

The Contractor must submit the following monthly reports electronically to HCA by the 20th calendar day of the month following the month of service unless otherwise approved by the HCA Interpreter Services Program Manager, designee or successor.

- 14.1 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;



**PROFESSIONAL SERVICES
CONTRACT for
Interpreter Services
Face to Face**

HCA Contract Number: K2474
Resulting from Solicitation Number (If applicable: RFP2474
Contractor/Vendor Contract Number:

THIS AGREEMENT is made by and between Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Contractor."

| | | | | |
|--|--|--------------------------------------|--|------------------------|
| CONTRACTOR NAME Universal Language Service, Inc | | CONTRACTOR DOING BUSINESS AS (DBA) | | |
| CONTRACTOR ADDRESS Street 929 108 th Avenue NE Suite 710 | | City Bellevue | State WA | Zip Code 98004-4769 |
| CONTRACTOR CONTACT Elena Vasiliev | | CONTRACTOR TELEPHONE 888-462-0500 | CONTRACTOR E-MAIL ADDRESS Elenav@ulsonline.net | |
| Is Contractor a Subrecipient under this Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | CFDA NUMBER(S): 93.778; | 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, Contracts Manager | HCA CONTACT ADDRESS Health Care Authority 626 8 th Ave SE PO Box 45530 Olympia, WA 98504-5530 |
| HCA CONTACT TELEPHONE (360) 725-0769 | HCA CONTACT E-MAIL ADDRESS katherine.templet@hca.wa.gov |

| | | |
|-------------------------------------|------------------------------------|---|
| CONTRACT START DATE July 1, 2018 | CONTRACT END DATE June 30, 2020 | TOTAL MAXIMUM CONTRACT AMOUNT \$2,958,252.00 |
|-------------------------------------|------------------------------------|---|

PURPOSE OF CONTRACT:
The Health Care Authority (HCA) issued a Request for Proposal (RFP) dated September 6, 2017, for the purpose of purchasing services for Face-to-Face Interpreter services and American Sign Language (ASL) services in accordance with its authority under chapters 39.26 and 41.05 RCW.

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 HCA.

| | | |
|---|--|---|
| CONTRACTOR SIGNATURE DocuSigned by: <i>Elena Vasiliev</i> 82B421E1A0E044C | PRINTED NAME AND TITLE Elena Vasiliev, President | DATE SIGNED 6/5/2018 11:23:29 PM PDT |
| HCA SIGNATURE DocuSigned by: <i>Annette Schuffenhauer</i> 4F259FCAF7C2450... | PRINTED NAME AND TITLE Annette Schuffenhauer, Chief Legal Officer | DATE SIGNED 6/6/2018 |

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Schedules

Schedule A: Statement of Work (SOW) Interpreter Services

Attachments

- Attachment 1: Confidential Information Security Requirements
- Attachment 2: Federal Compliance, Certifications, and Assurances
- Attachment 3: Language of High Demand more than 100

Exhibits

- Exhibit A: HCA RFP 2474 for Face-to Face Interpreter Services
- Exhibit B: Universal Language Service, Inc. Response to HCA RFP 2474
- Exhibit C: Interpreter Code of Ethics

Note: Exhibits A and B are not attached but are available upon request from the HCA Contracts Administrator.

Recitals

The state of Washington, acting by and through the Health Care Authority (HCA), issued a Request for Proposal (RFP) dated December 18, 2017, (Exhibit A) for the purpose of purchasing services for Face-to-Face Interpreter Services and American Sign Language (ASL) services in accordance with its authority under chapters 39.26 and 41.05 RCW.

Universal Language Service, Inc. submitted a timely Response to HCA's RFP2474 (Exhibit B).

HCA evaluated all properly submitted Responses to the above-referenced RFP and has identified Universal Language Service, Inc. as the Apparent Successful Bidder.

HCA has determined that entering into a Contract with Universal Language Service, Inc. will meet HCA's needs and will be in the State's best interest.

NOW THEREFORE, HCA awards to Universal Language Service, Inc. this Contract, the terms and conditions of which will govern Contractor's providing to HCA the services for Face-to-Face Interpreter Services and American Sign Language (ASL) services in accordance with its authority under chapters 39.26 and 41.05 RCW. Services.

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

1. STATEMENT OF WORK (SOW)

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

2. DEFINITIONS

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

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

"Allowable Interpreter Service Units" means the number of Units of interpreting authorized for payment by the Contractor.

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

"American Sign Language (ASL)" means the visual language of the Deaf community in the United States. American Sign Language requires the use of facial expressions, hand shapes, body language, and gestures. ASL includes its own syntax and grammar structure that is different from English and any other spoken or foreign language.

"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:

- a. Department of Social and Health Services (DSHS) staff; or
- b. Contracted Healthcare Providers who are authorized by Health Care Authority (HCA) to make requests; or
- c. Contracted Health Home providers directing patient-centered care to care coordinators; or
- d. Department of Children’s, Youth, Family’s Services (DCYFS) staff; or
- e. Health Care Authority (HCA) program managers.

“Block of Time Appointment” means a method of scheduling an Interpreter for a specific time period, with a minimum of two hours, rather than for a specific appointment or specific client, to meet the needs of several Social Service clients that speak the same language.

“Bordering Cities” mean cities in Idaho and Oregon where Clients may receive Medicaid services on the same basis as in-state care. The only recognized Bordening 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 in contract includes Business Associate’s employees, agents, officers, SubContractors, third party Contractors, volunteers, or directors.

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

“Cancelled Appointment (non-billable)” means a Request that has been filled, and is canceled by the Requester beyond twenty-four (24) hours prior to the appointment date and time.

“Cancelled Appointment (billable)” means a Request that has been filled, and is canceled by the Requester 24 calender hours or less prior to the appointment date and time.

“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.

“Certified Deaf Interpreter” CDI means an individual who is nationally certified by the Registry of Interpreters for the Deaf (RID). Holders of this certification are deaf or hard of hearing and have demonstrated knowledge and understanding of interpreting, deafness, the Deaf community, and Deaf culture. Holders have specialized training and/or experience in the use of gesture, mime, props, drawings and other tools to enhance communication.

“Certified Sign Language Interpreter” means a Sign Language Interpreter who are certified by the Registry of Interpreters for the Deaf (RID).

“Client/Clients” means any person determined eligible for, and/or receiving state covered Medicaid services as authorized by the Agency or authorized requesters.

“Code of Federal Regulations (CFR)” means the codification of the general and permanent rules published in the Federal register by the executive departments and agencies of the Federal Government. All references in this contract to CFR chapters or sections include any successor, amended, or replacement regulations. 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 Interpreters when providing services under this contract. See Exhibit C, Interpreter Code of Ethics.

“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 Manager(s)” means the assigned manager of HCA referred to herein as the HCA Interpreter Program Manager and the manager’s designees within the Health Care Authority, Interpreter Services Program.

“Contract mileage reimbursement rate” means the prevailing mileage rate as established by the Office of Financial Management (OFM) per the Collective Bargaining Agreement (CBA).

“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 to include, but not limited to databases, documents, records, and reports.

“Department of Children, Youth, and Families (DCYF)” means the Washington State agency responsible for overseeing services to children and families that was previously offered through the Children’s Administration/DSHS and Department of Early Learning (DEL); effective July 2019 Juvenile Rehabilitation Administration/DSHS will join DCYF.

“Department of Social and Health Services” or **“DSHS”** means the Washington State agency responsible for providing a broad array of health care and social services and its employees and authorized agents

“Direct Costs” means as defined by the State Administrative and Accounting Manual (SAAM) as costs that include direct materials and labor.

“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 Data” means client personal information as provided by Provider One system.

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

“Family Member Appointments” means a series of Medicaid enrollee appointments that are each a scheduled duration of forty-five (45) minutes or less and are requested by the same authorized Requester, or take place in very close proximity to each other (e.g. same clinic, hospital, or facility), for which the same Interpreter is contracted to provide in-person Interpreter services and that begin, or are scheduled to begin, within fifteen (15) minutes of the last completed appointment.

“Force Majeure” means an occurrence that is beyond the control of either party affected and could not have been avoided by exercising reasonable diligence. Force majeure includes acts of God, war, riots, strikes, fire, floods, terrorism, epidemics, or other similar occurrences.

“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.

“Indirect Costs” as defined by State Administrative and Accounting Manual (SAAM) as costs that cannot be directly charged to an activity (e.g. depreciation and other administrative and support costs).

“Interpreter”, “subcontracted Interpreter”, “subcontractor” all mean an individual referenced in this contract who interprets or translates a message from one language to another.

“Interpreter Services Program” means the HCA program established to ensure equal access to services by providing Spoken and Sign Language Interpreter Services to Authorized Requesters.

“Language Access Provider (LAP)” (RCW 41.56) means any independent contractor who provides spoken language interpreter services for Department of Social and Health Service, Department of Children, Youth and Families, or Medicaid enrollee appointments.

“Language Testing and Certification Program (LTC)” means the section within DSHS that is responsible for the administration of testing and certification in foreign languages for DSHS employees, contracted Interpreters and translators.

“Languages of lesser diffusion” or Minority languages, (in the US), are those languages for which there are not many speakers in the local country but for which there are real language access needs. Requests are less than 100 per year per language.

“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.

“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, 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 Association of the Deaf (NAD)” means a national membership association that previously administered testing for certification of Sign Language Interpreters. NAD testing was replaced by the joint NAD-RID development of the National Interpreting Certification (NIC) testing system. NAD certified Interpreters have been incorporated into RID’s Certification Maintenance Program and their credentials are maintained by RID <http://rid.org/>.

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

“National Interpreting Certification (NIC)” means new interpreting certifications with three levels developed by the joint NAD-RID Task Force. Testing is administered by RID <http://rid.org/>.

“Non-urgent requests” means an appointment requested 2 business days in advance of the scheduled appointment date and time.

“No-Show” means the result of a Client, HCA employee, DSHS employee, Interpreter, or health care provider not keeping an appointment and failing to cancel the appointment.

“Office of the Deaf and Hard of Hearing” (ODHH)” means the Office of Deaf and Hard of Hearing in the Department of Social and Health Services.

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

“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.

“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).

“Registry of Interpreters for the Deaf (RID)” means a national membership association that administers testing for certification of Sign Language Interpreters. RID testing for RID certification was replaced by the joint NAD-RID development of the National Interpreting Certification (NIC) testing. RID certified Interpreters are grandfathered into the NIC certification system.

“Request” means each contact by a Requester with a Contractor seeking an Interpreter for a specific language, date and time:

“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.

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

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

“Urgent Request” means Interpreter 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.

“Pre-Scheduled Request” means Request for Interpreter Services received 48 hours or more in advance of the scheduled time.

“Unable to Fill Request” means any Request for Interpreter Services that is within the scope of this Contract but remains unfilled after the Requested appointment time.

“Response” means Contractor’s Response to HCA’s RFP #2474 for Face-to-Face Interpreter Services and is Exhibit B.

“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/>.

“RFP” means the Request for Proposal used as the solicitation document to establish this Contract, including all its amendments and modifications and is Exhibit A hereto.

“Service Cost” means the actual total cost (Interpreter Service payment, mileage, and other expense reimbursement) of providing Interpreter 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.

“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”.

“Trip” means a transportation event that begins when an Interpreter travels to or from an appointment.

“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 in-person appointments. 1 unit = 15 minutes of time.

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

“Unallowable charges” means claims for services not approved for payment in this Contract, and which will not be reimbursed by HCA.

“Urgent Requests” means an unplanned appointment for a covered Medicaid service with verification from an attending physician or facility that the Client must be seen that day or the following day.

“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/>.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

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

- 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with HCA staff in Contractor’s conduct of the services;
- 3.1.4 Conformance with HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.7 Regular, punctual attendance at all meetings; and

3.1.8 Provision of high quality services.

3.2 TERM

- 3.2.1 The initial term of the Contract will commence on July 1, 2018, or date of last signature, whichever is earlier, and continue through June 30, 2020, unless terminated sooner as provided herein and contingent on the approval of the Center for Medicare and Medicaid Innovation (CMMI).
- 3.2.2 This Contract may be extended through June 30, 2026 in three two-year periods, as 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 4.3 Amendments, of this Contract.
- 3.2.3 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.

3.3 COMPENSATION

The Maximum Compensation payable to Contractor for the Contractor Administration Costs for performance of all things necessary for or incidental to the performance of work as set forth in Schedule A: *Statement of Work* is \$2,958,252.00.

Allocations described in Section 3.4 apply during the period July 1, 2018 through June 30, 2020.

3.4 INVOICE AND PAYMENT

Administrative Costs

- 3.4.1 Contractor must submit one monthly invoice via e-mail to Acctspay@hca.wa.gov for HCA's portion of Contractor Administrative Costs. Include the HCA Contract number in the subject line of the email.
- 3.4.2 Contractor must submit one monthly invoice to DSHS for DSHS's portion of Contractor Administrative Costs.
- 3.4.3 Contractor must submit one monthly invoice to DCYF for DCYF portion of Contractor Administrative Costs.
- 3.4.4 Invoices must describe and document to HCA's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. All invoices will be reviewed and must be approved by the Contract Manager or his/her designee prior to payment.
- 3.4.5 Contractor must submit properly itemized invoices to include the following information, as applicable:

- 3.4.5.1 HCA Contract number **K2474**;
- 3.4.5.2 Contractor name, address, phone number;
- 3.4.5.3 A complete list of all HCA billable services for the administrative month;
- 3.4.5.4 Date(s) of delivery;
- 3.4.5.5 Applicable taxes;
- 3.4.5.6 A breakdown of percentage of DSHS, DCYF and HCA portion;
- 3.4.5.7 Total invoice price; and
 - 3.4.5.8 Payment terms and any available prompt payment discount.
- 3.4.6 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.
- 3.4.7 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
- 3.4.8 Payment will be considered timely if made by HCA within 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.
- 3.4.9 The HCA, DCYF and DSHS will only pay the Contractor for authorized services provided in accordance with this contract.

Interpreter Service Cost

- 3.4.10 Submit electronic claims for direct Interpreter services to the HCA online payment processing system named ProviderOne within 90 calendar days from the date the Interpreter service is rendered.
- 3.4.11 Bill HCA no later than ten business days from the date an interpreter submits a completed appointment record form for services rendered, including any applicable backup documentation for mileage expenses.
- 3.4.12 The Contractor must comply with HCA's ProviderOne Billing and Resource Guide at: <https://www.hca.wa.gov/billers-providers/claims-and-billing/professional-rates-and-billing-guides>.
- 3.4.13 For interpreter Service Cost for DSHS and DCYF, the contractor must submit invoices for direct Interpreter Services electronically to DSHS and DCYF by the 10th day of the subsequent month. Invoices shall include the following information:
 - i. Appropriate DSHS or DCYF Organizational Index Codes;

- ii. Entire line of account coding as reference in the Account Coding crosswalk provided by HCA; and
- iii. Attached report required under Statement of Work, Section 14.5 and 14.6. This report must correspond to the submitted billing.

Reimbursed Claims

- 3.4.14 The Contractor must create an electronic payment reimbursement process for Requesters when Contractor is unable to fill a specific Interpreter request for ASL or qualified Integrated Managed Care (IMC) providers. The Contractor must verify:
- a) Client is Medicaid eligible;
 - b) Request was made by an authorized Requester; and
 - c) Requester has paid for the service cost to Interpreter/agency directly.

Contractor's responsibility

- 3.4.15 The Contractor will assume responsibility for payment to Contractor's employees for wages, benefits, and take all steps required to execute the invoicing and payment of fees to Contracted Interpreters.
- 3.4.16 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

- 3.4.17 The HCA, DCYF and DSHS 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.
- 3.4.18 The Contractor shall not bill, and HCA, DCYF or DSHS 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.
- 3.4.19 HCA, DSHS, or DCYF does not pay for Interpreter services for the following facilities/situations:
- a) Inpatient hospital services (e.g. labor and delivery);
 - b) Nursing facility services;
 - c) 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);

- d) Unauthorized Requesters that HCA, DSHS, or DCYF cannot identify as an employee or participant for the program; or
- e) Community mental health centers, mental health clinics or mental health institution services covered by a Behavioral Health Organization(s):
- f) Alcohol or other drug-related treatment centers/programs covered by a Behavioral Health Organizations

DIRECT BILLS

3.4.20 When scheduled encounters denied by ProviderOne, for ineligible Clients, remain unpaid, and the Contractor has attempted to recover payment from the Medicaid provider in the preceding 90 days from the date of denial:

3.4.20.1 The claim will be considered a private arrangement from the date of denial from ProviderOne to 90 days after the date of denial. During this time, the contractor must seek payment from the Medicaid provider. The rate billed may be at the contractor's market rate during this period

3.4.20.2 On the 91st day from the date of denial, the Contractor shall bill HCA for payment at the CBA established rate. The claims will be billed using the established A-19 Invoice voucher or other such form as designated by HCA.

3.4.20.3 The contractor must make every attempt to recoup payment from the Medicaid provider for up to one year from the date of denial, in accordance with Contractor's internal process, and all attempts must be documented. The amount may not be more than the rate paid by HCA for the services.

3.4.20.4 Contractor's internal recoupment process must include:

- (a) Sending statements to the providers monthly;
- (b) Contacting the provider via letter, email, or phone call 90 days after the claim has been billed to the provider; and
- (c) Continuing to invoice provider for outstanding claims.

3.4.20.5 Once the Contractor receives payment, the Contractor must remit the payment or credit back to HCA using the established A-19 Invoice voucher or other such form as designated by HCA.

3.4.21 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. 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.

3.4.22 No monetary fines will be assessed against any Interpreter 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 Interpreter. All corrective actions and written notifications must be reported to the Interpreter Services Program Manager.

3.5 BACKGROUND CHECKS

3.5.1 The Contractor must:

- 3.5.1.1 Perform criminal history background checks on each Interpreter prior to their first instance of providing services to Requesters, and annually thereafter. This requirement may be waived if the 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.
- 3.5.1.2 Have ready access to, and provide upon the Request of HCA, a copy of each Interpreter's criminal history background check.
- 3.5.1.3 Report to HCA any changes in criminal history of an Interpreter within three business days of Contractor knowledge.
- 3.5.1.4 If the Contractor determines an Interpreter, fails the background check, the Contractor is to immediately prohibit any Interpreter from providing services under this Contract if there is an indication from the background check results that the Interpreter may pose a risk to Clients (refer to the DSHS Secretary's lists of Crimes and Negative Actions). This list can be located at <http://www.dshs.wa.gov/bccu/bccucrimeslist.shtml>.

3.6 PERFORMANCE INCENTIVES AND PENALTIES

Face to Face Fill Rates and performance expectations:

- 3.6.1 The contractor is expected to maintain quarterly minimum fill rates for non-urgent requests in the following three categories:
 - American Sign Language
 - Top 7 spoken languages
 - Languages of High Demand, Lesser Diffusion
- 3.6.2 Performance will be based on the quarterly data provided as required in Statement of Work (section 14). Monetary performance penalties may be imposed, if the minimum fill rates are not achieved, by reducing 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%).
- 3.6.3 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.
- 3.6.4 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. Examples include:

- 3.6.4.1 Failure to meet critical contract deliverables, performance measures, or milestones;
- 3.6.4.2 Failure to demonstrate appropriate effort towards resolving non-compliance (contract deliverables, performance measures, milestones, etc.);
- 3.6.4.3 Failure to meet fill rates and/or failure to demonstrate appropriate effort towards increasing fill rate
- 3.6.5 The contractor may earn back withholdings up to the maximum administrative rate if the contractor meets the following obligations:
 - 3.6.5.1 Increasing fill rates equivalent to the amount reduced for languages of lesser diffusion and ASL;
 - 3.6.5.2 Recruiting Interpreters for languages of lesser diffusion and ASL, or in geographic areas needing additional Interpreters;
 - 3.6.5.3. Develop, implement, and document process improvements to reduce or eliminate barriers for Interpreters or providers in obtaining language access services;

American Sign Language

- 3.6.6 The contractor is expected to identify and assign an interpreter to fill all non-urgent requests at a quarterly minimum of 90% by the 13th month (July 2019) of this contract. Failure to reach the minimum quarterly performance standard will result in monetary penalties up to the maximum permitted. Monetary penalties will be imposed for each quarter the minimum performance standard is not achieved.

Top Seven Languages

- 3.6.7 The contractor is expected to identify and assign an interpreter and fill all non-urgent requests at a minimum of 75% effective the sixth month of this contract (December 2018), and a quarterly minimum of 90% by the 13th month (July 2019) of this contract. Failure to reach the minimum quarterly performance standard will result in monetary penalties up to the maximum permitted. Monetary penalties will be imposed for each quarter the minimum performance standard is not achieved.

Top 7 languages include:

1. Arabic
2. Cantonese
3. Korean
4. Russian
5. Somali
6. Spanish
7. Vietnamese

Languages of High Demand, Lesser Diffusion

- 3.6.8 For Languages of high demand, lesser diffusion (which include languages outside the top seven where there are 100 or more requests per year), the contractor is expected to identify and assign an interpreter and fill all non-urgent requests at a minimum of 70% by the 13th month (July 2019) of this contract. Failure to reach the minimum performance standard will result in penalties and/or corrective actions.

Languages of Low Demand, Lesser Diffusion

- 3.6.9 For Languages of low demand, lesser diffusion (which include languages outside the top 7 where there are less than 100 requests per year). The contractor is expected to attempt to identify and assign an interpreter to fill the request, and must be able to provide documentation of the attempt. In the event the request cannot be filled, the contractor is required to:
- a) Provide proof that Contractor attempted to fill the job with current Interpreters of the contract; and
 - b) Provide proof of outreach attempts for these rare languages; and
 - c) Outreach should be on a quarterly basis to various agencies, facilities, stakeholders, and organization groups.

3.7 COLLECTIVE BARGAINING AGREEMENT (CBA) REQUIREMENTS

3.7.1 In accordance with [RCW 41.56.113](#), The Contractor must:

- 3.7.1.1 Deduct the monthly amount of Union membership dues from all paying union bargaining unit Interpreters performing services under this Contract.
- 3.7.1.2 Transmit deductions and fees electronically to the Union at the Union's official headquarters no later than five business days following receipt of payment to the Contractor.

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

- 3.7.1.3 Provide HCA a monthly record showing that dues or fees have been deducted as specified in Section 3.7.2.3.

3.7.2 Deduction. The Contractor must:

- 3.7.2.1 Provide for the deduction from the payments to an Interpreter who is a member of the Union and is covered under the CBA AFSCME PEOPLE (Section 12.1) as provided for in a written authorization.
- 3.7.2.2 Such authorization must be executed by the Interpreter and may be revoked by the Interpreter at any time by giving written notice to both the Contractor and the Union.

3.7.2.3 Remit any deductions with a report showing;

- (a) Interpreter name;
- (b) Tax Identification Number or other unique identification number;
- (c) Home address;
- (d) Monthly dollar amount for each authorized deduction, identified as "Dues", "Deduction #2" and "Deduction #3".
- (e) In the event there are insufficient funds to cover each deductions, Dues will have priority over Deductions #2 and #3, and Deduction #2 has priority over Deduction #3.

3.7.3 Status Reports. The Contractor must provide electronically, to the Union, a monthly report with the data listed below for each Interpreter in the bargaining unit who was paid through the Contractor:

- a. Tax Identification Number or other unique identification number;
- b. Full name of the Interpreter;
- c. Home address;
- d. E-mail if available;
- e. Cell phone number if available;
- f. Home phone number if available;
- g. Working languages;
- h. Total amount deducted for each deduction type (people-to-people, Union deduction, and any applicable other Union deduction as required).

3.7.4 The Contractor will notify the union electronically when the Interpreter completes all required paperwork to provide services under this contract. The notification to the Union will be provided on the fifth and 20th days of each month. The notification must include:

- a. Full name of Interpreter
- b. Home address
- c. Cell phone number, if available
- d. Home phone number, if available
- e. E-mail if available
- f. Working language(s)

ASL Interpreters are not covered under the CBA for this contract.

3.8 CONTRACTOR AND HCA CONTRACT MANAGERS

3.8.1 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.

- 3.8.2 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.
- 3.8.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

| CONTRACTOR Contract Manager Information | | Health Care Authority Contract Manager Information | |
|--|--|---|--|
| Name: | Suzy Redfern | Name: | Katherine Templet |
| Title: | Contract Manager | Title: | Program Manager |
| Address: | 929 108 th Ave NE Suite 710 Bellevue, WA 98004 | Address: | PO Box 45530 Olympia, WA 98504-5530 |
| Phone: | 425-691-3198 | Phone: | 360-725-0769 |
| Email: | Suzyr@ULSonline.net | Email: | katherine.templet@hca.wa.gov |

3.9 KEY STAFF

- 3.9.1 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 Statement of Work (SOW) from the people who were described in the Response for the first SOW or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.
- 3.9.2 During the term of the Statement of Work (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. 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.

3.10 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 either delivered in person, 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.

3.10.1 In the case of notice to the Contractor:

Universal Language Service
 Elena Vasiliev, President
 929 108th Ave NE Suite 710
 Contract manager

Bellevue, WA 98004-4769

3.10.2 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

3.10.3 Notices are effective upon receipt or four Business Days after mailing, whichever is earlier.

3.10.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.11 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:

1. Applicable Federal and State of Washington statutes and regulations;
2. Recitals;
3. Special Terms and Conditions;
4. General Terms and Conditions;
5. Schedule A(s): Statement(s) of Work;
6. Exhibit A: HCA RFP #2474 for Interpreter Services, dated December 18, 2017;
7. Exhibit B: Contractor's Response dated February 8, 2018;
8. CBA, Local 1671 AFSCME Interpreters United; and
9. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.12 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:

3.12.1 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.

- 3.12.2 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.
- 3.12.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- 3.12.4 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's 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.

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.

4. GENERAL TERMS AND CONDITIONS

4.1 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.

4.2 ADVANCE PAYMENT PROHIBITED

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

4.3 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.

4.4 ASSIGNMENT

4.4.1 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 4.37, *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 4.4.1 of the Contract will be null and void.

- 4.4.2 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 30 calendar days to Contractor.
- 4.4.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.5 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.

4.6 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 30 calendar days after such a change takes effect.

4.7 CONFIDENTIAL INFORMATION PROTECTION

- 4.7.1 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*).
- 4.7.2 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement (BAA) 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).

See Contractor's BAA, K2721.
- 4.7.3 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.
- 4.7.4 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.8 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>).

4.9 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION

- 4.9.1 Contractor must notify the HCA Privacy Officer (HCAPrivacyOfficer@hca.wa.gov) within five Business Days of discovery of any Breach or suspected Breach of Confidential Information.
- 4.9.2 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.
- 4.9.3 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 19.254.010, or other law or rule, then:
- 4.9.3.1 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.
- 4.9.3.2 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).
- 4.9.3.3 Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.
- 4.9.4 Any breach of this clause may result in termination of the Contract and the demand for return or disposition (Attachment 1, Section 7) of all Confidential Information.
- 4.9.5 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.

4.10 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.

4.11 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.

4.12 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.

4.13 DISPUTES

The parties will use their best, good faith efforts to resolve disputes and problems that arise in connection with this Contract. Both parties will continue immediately 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.

4.13.1 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 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 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 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.

4.13.2 A party's request for a dispute resolution must:

- 4.13.2.1 Be in writing;
- 4.13.2.2 Include a written description of the dispute;
- 4.13.2.3 State the relative positions of the parties and the remedy sought;
- 4.13.2.4 State the Contract Number and the names and contact information for the parties;
- 4.13.3 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.
- 4.13.4 Payment Disputes
 - 4.13.4.1 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.
 - 4.13.4.2 Disputes regarding services provided to Medicaid providers must be resolved with the Health Care Authority (HCA) Interpreter Services Section.
 - 4.13.4.3 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.
 - 4.13.4.4 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.

4.14 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 supersede 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 4.43 *Warranties*.

4.15 FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)

- 4.15.1 This Contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.
- 4.15.2 To comply with the act and be eligible to enter into this Contract, Contractor must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If Contractor does not already have one, a DUNS® number is available free of charge by contacting Dun and Bradstreet at www.dnb.com.

4.15.3 Information about Contractor and this Contract will be made available on www.usContractorregistration.com by HCA as required by P.L. 109-282. HCA's Attachment 3: *Federal Funding Accountability and Transparency Act Data Collection Form*, is considered part of this Contract and must be completed and returned along with the Contract.

4.16 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.

4.17 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:

4.17.1 Terminate this Contract pursuant to Section 4.40.3, *Termination for Non-Allocation of Funds*;

4.17.2 Renegotiate the Contract under the revised funding conditions; or

4.17.3 Suspend Contractor's performance under the Contract upon five 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.

4.17.3.1 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.

4.17.3.2 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.

4.17.3.3 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.

4.18 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.

4.19 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.

4.20 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 4.7 *Confidential Information Protection* and Section 4.9 *Confidentiality 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.

4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this Contract. Contractor and his or her employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold himself/herself 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.

4.22 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.

4.23 LEGAL AND REGULATORY COMPLIANCE

4.23.1 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.

4.23.2 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.

4.23.3 Failure to comply with any provisions of this section may result in Contract termination.

4.24 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 or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

4.25 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.

4.26 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.

4.27 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 and Contractor shall refund the full amount to HCA within 30 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 4.13 *Disputes*.

4.28 PAY EQUITY

4.28.1 Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), 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.

4.28.2 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.

- 4.28.3 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.
- 4.28.4 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.
- 4.28.5 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.

4.29 PUBLICITY

- 4.29.1 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.
- 4.29.2 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.
- 4.29.3 All publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of support from the Department of Health and Human Services, citing the Funding Opportunity Number as identified on the Funding Opportunity Announcement (FOA) as follows: “The project described was supported by Funding Opportunity Number CMS-1G1-14-001 from the U.S Department of Health and Human Services, Centers for Medicare & Medicaid Services.” Recipient also must include a disclaimer stating that “The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies.” One copy of each publication, regardless of format, resulting from work performed under an HHS project must be sent to the HCA Contract Manager via email by January 31, 2017 or the end date of this agreement, whichever is later.

4.30 RECORDS AND DOCUMENTS REVIEW

- 4.30.1 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].

4.30.2 The Contractor must retain such records for a period of six years after the date of final payment under this Contract.

4.30.3 If any litigation, claim, or audit is started before the expiration of the six year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.31 REMEDIES NON-EXCLUSIVE

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

4.32 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.

4.33 RIGHTS IN DATA/OWNERSHIP

4.33.1 HCA and Contractor agree that all data will be owned by HCA. Data includes, but is not limited to, databases, documents, records, and reports to the extent provided by law.

4.33.2 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.

4.33.3 Contractor will not use or in any manner disseminate any Data to any third party, or represent in any way Contractor ownership of any such Data, without the prior written permission of HCA. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Data or any portion thereof, in any form, to any third party.

4.34 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.

4.35 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.

4.36 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.

4.37 SUBCONTRACTING

- 4.37.1 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 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.
- 4.37.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any subcontracts.
- 4.37.3 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.
- 4.37.4 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.
- 4.37.5 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.

4.38 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 Documents 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.

4.39 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 and be responsible for payment of all taxes due on payments made under this Contract.

4.40 TERMINATION

4.40.1 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 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."

4.40.2 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 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.

4.40.3 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.

4.40.4 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.

4.40.5 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.

4.41 TERMINATION PROCEDURES

- 4.41.1 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.
- 4.41.2 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 4.13 *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.
- 4.41.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:
- 4.41.3.1 Stop work under the Contract on the date of, and to the extent specified in, the notice;
 - 4.41.3.2 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;
 - 4.41.3.3 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;
 - 4.41.3.4 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;

4.41.3.5 Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;

4.41.3.6 Complete performance of any part of the work that was not terminated by HCA; and

4.41.3.7 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.

4.41.3.8 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.

4.42 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.

4.43 WARRANTIES

4.43.1 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.

4.43.2 Contractor represents and warrants that it shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.

4.43.3 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.

Approved as to Form:

This contract format was approved by the Office of the Attorney General.
Approval on file.

Schedule A
Statement of Work

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, HCA, DSHS, and DCYF.

1. Implementation

The Contractor must:

- 1.1. Conduct outreach and enroll certified, authorized, recognized interpreters beginning on or before June 1, 2018;
- 1.2. Provide orientation to new subcontracted interpreters prior to July 1, 2018;
- 1.3. Provide outreach and orientation to authorized Requesters prior to July 1, 2018;
- 1.4. Assure that jobs scheduled prior to July 1, 2018, or signature of contract, whichever comes first, are processed as previously scheduled. It is not a requirement to reschedule as HCA, DSHS, or DCYF appointments.
- 1.5. By June 15, 2018, have the ability to:
 - a. Accept and schedule requests from authorized Requesters for appointments on or after July 1, 2018; and
 - b. Accept records of previously scheduled appointments from preceding contractor.
- 1.5. Assume any financial costs incurred related to implementation efforts made prior to July 1, 2018.

2. General Requirements

The Contractor must:

- 2.1 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 website hours of operation to provide assistance to Authorized Requesters and subcontracted Interpreters by phone, email, fax, or other methods of communication.
- 2.4 Assume sole responsibility for all work performed under this Contract by:
 - a. The Contractor's employees, officers, directors, agents, representatives, associates;

- b. Interpreter Service subcontractors; and
- c. 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.

2.5 Adhere to the terms and conditions of the WFSE, AFSCME Council 28, Language Access Providers Collective Bargaining Agreement (CBA) as currently written, or as hereafter amended and any successor CBA. www.ofm.wa.gov/labor/agreements/default.asp.

3. Customer Service Requirements

The Contractor must:

- 3.1 Provide in-person Interpreter Services through direct written subcontracts with DSHS Certified, Authorized, or Recognized spoken and RID certified sign language Interpreters.
- 3.2 Provide a mobile friendly web-based system to schedule on-demand and pre-scheduled Interpreter Service Requests, including a bulk or mass upload feature.
- 3.3 Upon receipt of a request from a Medicaid Requester, or from HCA authorized staff, verify client eligibility, schedule, process, assign, and manage Interpreter Services in conjunction with a Client's scheduled appointment.
- 3.4 Upon receipt of a request from a DSHS or DCYF Requester or from authorized staff, schedule, process, assign, and manage Interpreter Services in conjunction with a scheduled appointment.
- 3.5 Requests submitted outside the web-based technology or bulk upload, are on an as needed or special circumstance basis. Requests may be submitted via email, telephone or facsimile transmission technologies as determined appropriate by the Contractor.
- 3.6 Provide a local and toll-free number for Authorized Requesters.
- 3.7 Provide a local and toll-free number for subcontracted Interpreters.
- 3.8 Provide staff and telephone lines to achieve 90% of all incoming calls, including hearing-impaired system calls, to be answered within 30 seconds.
- 3.9 A phone answering machine or electronic voice mail may be used when offered as an option to the Requester; however, Requesters shall be given the option of staying in queue to reach a staff person during regular business hours.
- 3.10 Provide staff to process, schedule, assign, manage and monitor the online scheduling system, email, telephone, electronic voice mail, or facsimile transmission requests.
- 3.11 Per CBA, remit amounts due to Interpreters no later than 15 business days after receipt of the payment for Interpreter Services from HCA and 7 business days from DSHS and DCYF.
- 3.12 Utilize and complete the appointment record form either electronically or in paper form for all appointments and encounters. The appointment record form will be made available on the HCA website to Requesters and Interpreters.

- 3.13 Ensure Authorized Requesters document the arrival and departure times of the Interpreter. Requests may be submitted via email, telephone or facsimile transmission technologies as determined appropriate by the Contractor.
- 3.14 Provide technology solutions for check in/out such as cell phone applications, tablets, Quick Response Code (QR) or other solutions that meet the needs of Authorized Requesters and/or subcontracted Interpreters.
- 3.15 Monitor technology solutions and implement changes or new technologies to improve the check in/out process.
- 3.16 Have the ability to receive electronic data files from HCA's ProviderOne system for the use of client eligibility information, or build a retrieval system that interfaces with HCA's ProviderOne system.
- 3.17 Have personnel policies that conform to federal, Washington State, and local statutes and ordinances.
- 3.18 Update and make available all materials related to the program procedures, policy, or other documents within ten business days after receiving the change from HCA.
- 3.19 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.
- 3.20 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.
- 3.21 Within 30 days of the effective date, provide cultural competency training to Contractor staff and ongoing learning opportunities for topics such as culturally and linguistically appropriate communication and language access needs and communication methods for the deaf and hard of hearing community.
- 3.22 Train Customer Services Center staff on client and Interpreter 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>
- 3.23 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.
- 3.24 The Contractor may close the Customer Service Center in observance of Washington State observed legal holidays as defined by RCW 1.16.050.

i. Information Requirements

The Contractor must:

- 4.1 Provide and maintain an HCA approved internet website for Requesters and Interpreters to access information pertaining to Interpreter Services. At a minimum, the website shall contain the following:

- a. A link to the online scheduling system 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:
 - 1. Telephone numbers;
 - 2. Mailing and physical addresses;
 - 3. Email addresses; and
 - 4. 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:
 - 1. Frequently asked questions and responses;
 - 2. Provider manuals;
 - 3. Brochures;
 - 4. Videos, etc.
 - g. A list of all languages available per this Contract, including:
 - 1. County; and
 - 2. Number of Interpreters by language.
 - h. A list of languages by county under active recruitment.
 - i. All lists must be updated before the start of every quarter, beginning October 1, 2018.
- 4.2 Notify the HCA Program Manager of any substantial changes to website content or processes via email. HCA reserves the right to request to review these documents five (5) business days before posting.
- 4.3 Provide a link to the current CBA on the Contractor's website.
- 4.4 HCA reserves the right to request modifications to the Contractor's website.

5. Outreach and Education

The Contractor must:

- 5.1 Provide outreach, technical assistance and orientation to Authorized Requesters to access

the Interpreter Services program. Emphasis will be put on the following:

5.1.1 Online portal scheduling system

- a) How to access, navigate, schedule, review, edit and cancel appointments using the online scheduling system.
- b) How to utilize the bulk/mass upload feature for scheduling appointments
- c) How to provide feedback on an Interpreter.
- d) The Authorized Requester's roles and responsibility for verifying client eligibility and benefit coverage.
- e) Guidelines for working with an interpreter.
- f) The requester's legal responsibility to provide language access services.

5.1.2 On-demand scheduling process

- a) When and who to call; and
- b) How to schedule, edit, or cancel an appointment.

5.1.3 Specific Interpreter Requests

- a) Requesting the appropriate Interpreter and language or ASL needs.
- b) When a specific Interpreter request is valid.

5.1.4 When it is appropriate to request reimbursement for private pay Interpreter services.

How to request reimbursement.

5.1.5 Block of Time requests for Community Service Offices (CSOs) and DCYF offices.

- 5.2 Provide targeted outreach to increase provider utilization. This includes specific regions, provider types, appointment types, organizations and other factors;
- 5.3 Offer quarterly webinar Requester orientations and instructional sessions. Related costs will be borne by the Contractor.
- 5.4 Additional online-based materials as deemed necessary by HCA.
- 5.5 HCA reserves the right to review and approve all materials and require the Contractor to conduct additional outreach.
- 5.6 Provide outreach, technical assistance, and educational sessions to subcontracted Interpreters to access the Interpreter Services program as outlined in section 6.

6. Contracting with Interpreters

The Contractor must:

- 6.1 Provide Interpreter Services through direct written Contracts with Interpreters for in-person appointments.
- 6.2 Provide Orientation and education for performing services under this Contract. This includes ensuring subcontracted Interpreters receive the required orientation prior to providing services under this Contract. The Orientation must include all of the following:
 - a. How to review, accept, and reject appointments, including appointments through text message and mobile website;
 - b. Code of Ethics and HIPAA;
 - c. Corrective action policy;
 - d. Payment dispute process;
 - e. Approve appointments for payment;
 - f. Timelines required for contract;
 - g. Immunization requirements for Medical Interpreters;
 - h. Eligibility requirements for Block of Time appointments;
 - i. Social Service appointments;
 - j. DCYF appointments;
 - k. Medicaid appointments;
 - l. Travel expense reimbursement requirements; and
 - m. Facility appointments.
- 6.3 Require Interpreters to complete the appointment record either electronically or in paper form.
- 6.4 Require Interpreters to comply with HIPAA, code of professional conduct, and all applicable state and federal laws and the terms and conditions of this contract.
- 6.5 Maintain documentation that subcontracted Interpreters have completed all required documents to provide services under this contract:
 - a. Are DSHS Certified, Authorized, or Recognized by DSHS for spoken languages;
 - b. Are RID Certified, Authorized, or Recognized for Sign Language Interpreters;
 - c. Contractor will coordinate documentation with ODHH for RID certified Interpreters.
 - d. Have a valid Washington State Unified Business Identifier (UBI) number or tax registration number;
 - e. Sign and comply with the [DSHS Language Interpreter and Translator Code of Professional Conduct](#);

- f. Sign and comply with the correction action policy;
- g. Comply with HIPAA requirements, as set forth in the General Terms and Conditions of this Contract.
- h. Completed copy of a Washington State background check.
- i. Proof of immunization status for medical interpreters to include:
 - 1. Current season influenza vaccine as determined by the Washington State Department of Health (DOH).
 - a) No influenza vaccine is required outside of influenza season, which must begin on November 30 of that year, unless the DOH issues notice of a flue pandemic prior to the start of the flu season, and the flu season must end via declaration from DOH. Medical Interpreters may be eligible for assignments at any time after the current influenza vaccine is administered.
 - b) Additional vaccinations as determined by DOH, to treat pandemic alerts, such as the swine flu.
 - 1. Measles, Mumps, and Rubella (MMR) vaccine, two (2) doses, one (1) month apart, on or after the medical Interpreter's first (1st) birthday or proof of immunity, or proof of:
 - a) Rubella (German Measles) vaccine, and
 - b) Rubeola (hard measles) vaccine, and
 - c) Mumps vaccine, and
 - 2. Varicella (Chickenpox or Shingles) vaccine, two (2) doses, four (4) to eight (8) weeks apart or proof of immunity
 - 3. Tdap (Tetanus, Diphtheria, and Pertussis), one (1) dose on or after age 11, Td (Tetanus and Diphtheria), and
 - a) one (1) dose or Td every ten years after, or
 - b) proof of immunity, or
 - c) one (1) dose on or after age 11, Td (Tetanus and Diphtheria), and
 - d) Diphtheria vaccine, and
 - e) Pertussis vaccination
 - 4. Tuberculosis (TB) screening.
 - a) Documentation of annual:
 - i. TB skin testing; or
 - ii. Quantiferon; or

- iii. T-Spot lab test;
 - iv. If any test is positive:
 - 1. Documentation of one negative chest x-ray as soon as possible after the initial test; and
 - 2. Annual symptoms checklist completed and signed by the Interpreter's primary care provider.
 - 5. Contractor must provide proof of immunizations to the State upon request within five calendar days of written request.
 - 6. Contractor must describe the immunization tracking procedures and process to HCA.
- 6.6 Contractor will supply HCA an approved monitoring plan for subcontracted Interpreters within 90 days of signed contract. The monitoring plan must provide, at a minimum, how the Contractor will monitor and submit the following information when requested by HCA:
- a. A signed copy of The Language Interpreter and Translator Code of Professional Conduct, WAC 388-03-050 Exhibit D, Interpreter Code of Ethics.
 - b. A signed copy of the Interpreter's role and responsibility when providing interpretation services under this contract.
 - c. Copy of a Washington State criminal background checks.
 - d. A signed copy of the complaint and corrective action policies.
 - e. Copies of RID or DSHS Certified, Authorized, Recognized certifications or authorization letters.
 - f. Complete copy of annual immunization records as required by the contract.
 - g. Other documents as deemed necessary by HCA.

7. Processing appointment

The Contractor must:

- 7.1 Provide a secure web-based portal for requesting, cancelling, editing and verifying appointments for Interpreter Services for the Requester, including a bulk or mass upload feature.
- 7.2 Provide an alternate method to submit requests for services, such as phone, email, or fax when necessary. The Contractor should 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.
- 7.3 Provide a secure web-based portal for accepting, returning and approving appointments for the subcontracted Interpreter including a mobile device application or mobile friendly website.
- 7.4 Assure that only Medical interpreters are assigned to Medicaid appointments

- 7.5 Assure that Social Interpreters are assigned to DSHS and DCYF appointments; However, if no Social interpreters are available, or the request is within 48 hours of the appointment, the contractor will offer to Social and Medical interpreters.
- 7.6 The secure web-based scheduling portal must have the capacity to allow requesters to:
- a. Individually input, edit, and cancel appointments, including returned appointments,
 - b. Create a bulk or mass upload of new appointments,
 - c. Copy or duplicate requests into a new appointment that can be edited as needed,
 - d. Select the language and type of interpretation needed:
 1. Sign, Sign Relay (CDI), Tactile; or
 2. Language and/or dialect if not listed.
 - e. Select their administration origin, if necessary,
 1. HCA;
 2. DSHS; or
 3. DCYF
 - f. Select the appointment service type,
 - g. Select a specific Interpreter: such as gender, cultural requirements, medically necessary, ASL, Sign Relay (CDI), or other criteria deemed necessary by the provider,
 - h. Ongoing treatments of medical conditions that may qualify as Medically Necessary to require a specific assigned Interpreter include:
 1. Continuing counseling sessions
 2. Applied Behavior Analysis therapy sessions
 3. Cancer treatments as requested by the Medicaid provider
 4. 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 Interpreter will impact the health outcome or effectiveness of the interaction.
 5. Effectiveness of treatment plan or any treatment or medical procedure where a change in Interpreter will impact the effectiveness and efficacy of the treatment or procedure.
 - i. If HCA requests documentation of "Medically Necessary" from Contractor, Contractor must reach out to Authorized Requesters for documents and forward to HCA within 10 business days. If Contractor is unable to obtain documentation from Authorized Requester within 10 business days, they will notify HCA and HCA may take

additional action, The Authorized Requester must maintain documentation supporting this determination.

- j. Confirm appointment status information in a daily summary format or by individual appointment that includes, at a minimum:
 - 1. If the request is filled;
 - 2. If the request cannot be filled;
 - 3. If the appointment is still in a pending status; and
 - 4. If the appointment has been returned by Interpreter.
- k. 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.
- l. Determine if there are no ASL/CDI interpreters available in the county where the service will be provided.

Permit the Requester to cancel the appointment and be eligible for the reimbursement process or leave the appointment in pending status and continue attempting to fill the request.
- m. Send immediate notifications to the Requester whenever the appointment has a status change, or self-selected notification request by Requester.
- n. Send appointment status updates to the Requester to include:
 - 1. Jobs in a pending status three days after the requested date;
 - 2. Jobs in a pending status two weeks prior to the appointment date; and
 - 3. Jobs in pending status three business days prior to appointment date; or
 - 4. Self-selected notification request by Requester
- o. Notification via email and/or telephone call to Requester when a start or end time has not been completed two business days after the date of service. Or as defined in the CBA.

7.7 Allow the Requesters to pull real-time reports/data from their online scheduling system of all appointments or ranges of appointments for their provider/facility by:

- a. Client;
- b. Language;
- c. Appointment type;
- 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.

8. Secure Web-based Portal

The secure web-based portal must have the capacity to allow Interpreters to:

- a. Review, accept, and reject appointments;
- b. Return appointments prior to 24 hours of the scheduled appointment;
- c. Obtain and confirm appointment information and download to iCal or calendar through a software program;
- d. Approve appointments for payment;
- e. Dispute check-in and checkout times;
- f. Review payment invoices; and
- g. Review and respond to complaints.

9. Contractor Timeframe

The Contractor must:

- 9.1 Process web-based requests for Interpreter Services Sunday through Saturday, twenty-four (24) hours a day, seven (7) days a week.
- 9.2 Post requests to the web-based scheduling system within one business day;
- 9.3 Requests received outside the web-based technology or bulk upload, will be accepted twenty-four (24) hours a day, seven (7) days a week. 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.
- 9.4 Contractor must provide real time updates on the status of requests to include whether they:
 - a. Have been filled;
 - b. Are pending to be filled, including how long it has been pending;
 - c. Have been returned by the 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.
- 9.5 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:

1. Written requests for information.
 2. Requested reports.
 3. Changes and edits for material and programming proposals.
 4. Additional requests as documented in writing by the HCA program staff.
 5. Corrective Action Plans (CAPs).
- b) One business day or nine business hours for all:
1. Initial responses to Complaints reported.
 2. Initial notification of accidents or incidents affecting the health and safety, as outline in the code of ethics, of Medicaid, DCYF, or DSHS Clients.
 3. Requests for information during established legislative session.
 4. Requests for information during Collective Bargaining session.
- c) Immediately for all:
1. Website or portal complications including:
 - a) Inability for Requesters or Interpreters to access portal; and
 - b) Mainframe system failure.
 2. Phone lines unavailable.
 3. Interpreter suspension or termination due to HIPAA or Safety Violations/

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

The Contractor must:

- 10.1 Ensure that Medicaid Requests for Interpreter 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.
- 10.2 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;
 - b. From the downloaded Eligibility Data files supplied by HCA; or
 - c. Documentation from an authorized HCA representative.
- 10.3 Verify the Requester is an enrolled Medicaid participating provider or enrolled Social Service or DCYF representative; and
- 10.4 Screen Urgent Medicaid eligible appointment requests received less than 24 hours in advance for eligibility, including validating the client and service, prior to providing

Interpreter Services. Reject any requests that are for non-Medicaid enrollees or non-Medicaid providers.

11. Denials and Exceptions to a Request

The Contractor must deny the request if:

11.1 It does not come from a HCA, DSHS, or DCYF Authorized Requester.

11.1.1 For HCA Medicaid appointments:

- a) It is not for a Medicaid eligible client; and
- b) It is not a Medicaid provider.

11.2 Exceptions:

HCA may pay a claim denied by ProviderOne if:

- a. Date of death precedes date of service;
- b. Direct Bill to provider exceeds 90 days uncollected; or
- c. Change in benefit eligibility not visible within 48 hours of appointment start time.

12. Policies and Procedures

12.1 The Contractor must have documented policies, procedures, and/or manuals no later than October 1, 2018. The manuals must be reviewed and updated annually or when changes occur. All policies, procedures, and manuals must be available to HCA upon request. At a minimum, the Contractor must have the following:

- a. Operations manual that documents the Contractor's operation policies and procedures. The operations manual will include at a minimum:
 - 1. Accessing the online system;
 - 2. Scheduling process;
 - 3. Billing process;
 - 4. ProviderOne;
 - 5. Provider reimbursement;
 - 6. Administrative fee for DSHS, DCYF and HCA;
 - 7. Facility appointments;
 - 8. Block of Time;
 - 9. Communication plan;
 - 10. Incident resolution process;
 - 11. Payment dispute process for Interpreters; and

12. Outreach and Orientation

- b. Subcontractors Manual will include at a minimum:
 - 1. Accessing the online system;
 - 2. Text message options;
 - 3. Accepting, or rejecting appointments;
 - 4. Billing process;
 - 5. Facility appointments;
 - 6. Block of Time appointments;
 - 7. Incident resolution process; and
 - 8. Payment dispute process.
- c. Authorized Requester Orientation materials will include at a minimum:
 - 1. Navigating the online system;
 - 2. Text message and email alerts;
 - 3. Scheduling, editing, and cancelling appointments;
 - 4. Billing process;
 - 5. Reimbursement process;
 - 6. Communication plan; and
 - 7. Incident resolution/complaint process.
- d. Confidentiality and Nondisclosure policies and/or procedures that ensure compliance with all state and federal Confidentiality and Nondisclosure requirements.
- e. All Interpreter and Requester orientations and webinars are available on their website.
- f. Must have method for collecting, verifying, and monitoring immunizations required by HCA for medical interpreters.

The Contractor must explain in detail:

- 1. How they will validate/verify immunizations, testing, or proof of immunity;
 - 2. Stay informed on the flu season; and
 - 3. Notify medical interpreters of expiring immunizations, or new immunization requirements.
- g. Quality Assurance Plan (QAP): Develop a QAP that must describe:

1. Methods for monitoring, tracking and assessing the quality of services provided under this Contract.
 2. How the Contractor will identify and resolve issues related to Interpreter quality and/or performance.
 3. How the Requester or client initiated concerns and/or complaints are processed.
- h. Disaster Preparedness and Recovery Plan that ensures, at minimum:
1. The ability to continue receiving Interpreter service requests and other functions required in this contract in the event the Contractor's Customer Service Center is rendered inoperable;
 2. Documentation of emergency procedures that include steps to take in the event of a natural disaster; and
 3. Employees at the Customer Service Center are familiar with the emergency procedures.
- i. Develop procedures to address complaints and Corrective actions for Authorized Requesters or Interpreters;

Develop a method to accept complaints and feedback from Authorized Requesters, Interpreters, and/or clients. The method must be found easily on the contractor's website and must include methods for deaf and hard of hearing individuals to submit non-written complaints or feedback.

The complaint policy must:

1. Be made available to all Authorized Requesters and Interpreters upon request;
2. Include the requirement that the Contractor must notify an Interpreter with ten (10) business days of receipt of any complaint by a Requester or Client;
3. Include procedures for:
 - a) Receiving, tracking and responding to complaints;
 - b) Documenting and maintaining records of all complaints received as identified in section 12.4;
 - c) Resolving complaints that includes, at a minimum, the participation of the Contractor's Ombudsperson or assigned staff person to resolve complaints;
 - d) Interpreter's 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 subcontracted interpreter due to Safety and Health or HIPPA violations.

4. Delineate appropriate corrective action steps which, at a minimum, include the following progressive sequence of interventions:
 - a) Counseling or verbal warning;
 - b) Written warning;
 - c) Temporary suspension of services, or ability to subcontract;
 - d) Time-limited suspension of services, lasting no more than six months, depending on severity; and
 - e) Termination of the contract with the Interpreter.
5. Include the requirement that the Contractor must:
 - a) Provide written notice to the Interpreter three business days prior if any of the above corrective actions specified in 2.1.i.4 above are taken.
 - b) Notify HCA Interpreter Services Program Manager within 24 hours, if an Interpreter must be immediately suspended due to a health and safety violation, as defined in the Interpreter code of ethics;
 - c) Include submittal of an initial written report documenting any allegations of misconduct by an Interpreter by the end of the next business day to the Interpreter Service Program Manager, or successor;
 - d) Include submittal of a final formal report, complete with actions taken, to the HCA Interpreter Services Program Manager, designee or successor within seven business days;
 - e) Require immediate notification to the HCA Interpreter Services Program Manager, of any request by Contractor to terminate an Interpreter because of the Contractor's corrective action policy.

13. Interpreter Services Tracking and Documenting Requirements

13.1 The Contractor must establish, maintain, and utilize an electronic data management system (such as a database or repository) that maintains all Contractor's Interpreter Service data related to the work performed under this contract.

13.2 The system must:

- a. Be user friendly and have an administrator user interface available to HCA staff to view and access all data;
- b. Provide real-time on-demand reports;
- c. Capture, document, and maintain data for the following at a minimum:
 1. Organization Index Code;

2. Control Number – Used to track the Request through the ProviderOne billing system from the time of Request through the billing/payment process;
3. Client's ProviderOne ID number;
4. Client's full name;
5. Authorized Requesters full name
6. Authorized Requesters NPI #;
7. Authorized Requester's contact information:
 - a) Phone number;
 - b) Email; and
 - c) Address (location of service)
8. Date of request;
9. Appointment date;
10. Appointment start and end time;
11. Appointment street address;
12. Appointment County;
13. Language requested;
14. Interpreter assigned date and time;
15. Interpreter's information:
 - a) Full name;
 - b) Address;
 - c) Email;
 - d) Language(s); and
 - e) Unique identifier.
16. Specific Interpreter request:
 - a) Full Name; and
 - b) Unique Identifier.
17. Date and time services completed/cancelled/no-show;
18. Number of units billed;

19. Dollar amount of Interpreter service units billed;
20. Dollar amount of DSHS Interpreter service travel units billed;
21. Amount authorized for other fees incurred (parking, toll, ferry fees); and
22. Number of incidents received.

13.3 The scheduling system must, at a minimum:

- a. Identify an approved request as “pending” until an Interpreter is assigned to the appointment.
- b. Identify requests that an interpreter gives back and returns to pending status;
- c. Identify the request as “filled” and include the name of the Interpreter when an Interpreter 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:
 1. Service request Job Number assigned;
 2. Date and time the appointment was canceled;
 3. Who canceled the appointment; and
 4. Reason the appointment was cancelled.
- f. Identify each appointment where one or more required party (Client/Requester/Interpreter) does not show for an approved appointment as:
 1. “Client no-show”;
 2. “Requester no-show”;
 3. “Interpreter no-show”.

14. Required Reports for IS Program Monitoring

The Contractor must submit the following monthly reports electronically to HCA by the 20th calendar day of the month following the month of service unless otherwise approved by the HCA Interpreter Services Program Manager, designee or successor.

- 14.1 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 30 seconds;
- g. Number of completed calls; and
- h. The amount of time the telephone system was inoperable in excess of one hour per incident.

14.2 Total number of ASL reimbursements, including but not limited to:

- a. Authorized Requester's name;
- b. Authorized Requester's NPI #;
- c. Cannot fill job number;
- d. Job status;
- e. Date of Service
- f. Client ProviderOne number;
- g. Interpreter unique identifier/name;
- h. Units billed;
- i. Mileage billed;
- j. Tolls, fees, parking paid; and
- k. Total amount paid.

14.3 Data report for Medicaid Spoken and ASL requests that identifies:

- a. Unique job identifier/job number;
- b. Requesters name;
- c. Requesters location;
- d. Requesters contact phone number;
- e. Date and time of request;
- f. Client ProviderOne number;
- g. Job status;
- h. Filled date and time;
- i. Job location address;
- j. Interpreter unique identifier/name;
- k. Language

- l. Service type
- m. Date of service
- n. Start and end time
- o. Specific Interpreter request;
- p. Number of units billed;
- q. Travel fees (toll, ferry, parking);
- r. Paid amount; and
- s. Date paid by HCA

14.4 Monthly complaint Report that identifies:

- a. Unique job identifier;
- b. Date of service;
- c. Interpreter unique identifier/name;
- d. Level of complaint;
- e. Description of complaint;
- f. Interpreter response;
- g. Status of complaint; (in progress, verified, unverified, invalid);
- h. Complainant information (client, authorized requester, another Interpreter, etc.);
- i. Date resolved;
- j. Outcome; and
- k. Total number of complaints by level.
 - 1. High;
 - 2. Medium; and
 - 3. Low

14.5 Data report for all DSHS requests that identifies:

- a. Unique job identifier/job number;
- b. Requesters name;
- c. Requesters location;
- d. Requesters contact phone number;
- e. Requesters email;
- f. Program;
- g. Program number;

- h. Org title;
- i. County Program/Section;
- j. Fund;
- k. Date and time of request;
- l. Job status;
- m. Filled date and time;
- n. Job location address;
- o. Interpreter unique identifier/name;
- p. Language
- q. Service type
- r. Date of service
- s. Start and end time
- t. Number of units billed;
- u. Travel fees (toll, ferry, parking);and
- v. Paid amount.

14.6 Data report for all DCYF requests that identifies:

- a. Unique job identifier/job number;
- b. Requesters name;
- c. Requesters location;
- d. Requesters contract phone number;
- e. Program;
- f. Program number;
- g. Org title;
- h. County Program/Section;
- i. Fund;
- j. Date and time of request;
- k. Job status;
- l. Filled date and time;

- m. Job location address;
- n. Interpreter unique identifier/name;
- o. Language;
- p. Service type;
- q. Date of service;
- r. Start and end time;
- s. Number of units billed;
- t. Travel fees (toll, ferry, parking);and
- u. Paid amount.

14.7 Contractor will produce a monthly report of all DSHS/DCYF appointments paying mileage time, which will include:

- a. Unique job identifier;
- b. Date of service;
- c. Requesters name;
- d. Interpreter unique identifier/name;
- e. Language;
- f. Mileage units paid per visit; and
- g. Total amount paid.

14.8 Contractor will produce a monthly report of all Facility Appointments, which will include:

- a. Unique job identifier;
- b. Date of service;
- c. Client ProviderOne number;
- d. Start and end time;
- e. Requesters name;
- f. Interpreter unique identifier/name;
- g. Language; and
- h. Total amount paid.

14.9 Contractor will produce a monthly report for Integrated Managed Care reimbursements, which will include:

- a. Unique “cannot fill” job identifier;
 - b. Date of service;
 - c. Client ProviderOne number;
 - d. Requester name;
 - e. Interpreter unique identifier/name;
 - f. Language;
 - g. Units billed;
 - h. Tolls, fees, parking fees; and
 - i. Total amount paid.
- 14.10 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. The first annual report is due on July 1, 2019.
- 14.11 The Contractor must submit quarterly, an Outreach Activities Report (OAR) that summarizes outreach activities. The first report is due on October 1, 2018, and continuing quarterly based on the State Fiscal Year. 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.
- 14.12 The Contractor must submit quarterly, a report of all HCA, DSHS, DCYF requests and job status, with the following:
- a. Unique job identifier/job number;
 - b. Requesters name;
 - c. Requesters location;
 - d. Requesters contact phone number;
 - e. Date and time of request;
 - f. Client ProviderOne number;
 - g. Job status;

- h. Filled date and time;
- i. Interpreter unique identifier/name;
- j. Language
- k. Service type
- l. Specific Interpreter request;
- m. Number of units billed;
- n. Travel fees (toll, ferry, parking, mileage); and
- o. Paid amount.

14.13 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.

15. Consideration of Payment – See also Section 3.3 of this Contract

Maximum Contract Amount. HCA shall pay the Contractor for satisfactory performance of the work under this contract as based on the following:

- 15.1 Total administrative consideration payable to the Contractor for satisfactory performance of the work under this contract for the initial two-year term shall not exceed a maximum of \$2,958,252.00.

The administrative rate paid to the Contractor for the initial two-year term will be paid at \$123,260.50 per month.

A proportionate share will be paid by HCA, DCYF and DSHS based on usage. The Contractor on an approved A19-1A invoice will bill these percentage amounts directly to HCA, DCYF and DSHS.

The parties, by Amendment, may extend the period of performance of this Contract and negotiate considerations to be in effect during any additional extension.

Allocations in this Section shall apply during the period of July 1, 2018 through June 30, 2020.

No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds.

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.

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.

15.2 Interpreter Compensation

In-Person Allowable Interpreter Service Encounter Charges.

Rates:

15.2.1 HCA in-person and Family Member appointments for Spoken Language Interpreter services will be paid a minimum of \$39.76 per hour as determined by the CBA.

Fifteen-minute increments will be calculated as one unit equal to \$9.94 per unit.

15.2.2 The length of time of the Interpreter Encounter is calculated in fifteen (15) minute increments, rounded up to the nearest 15 minute increment, with a one hour minimum for regular HCA Medicaid appointments determined from:

The time the Encounter started, until the time when the appointment actually concluded, with the following exceptions:

- a) When the Interpreter arrives early and the Requester, Interpreter, and the Client agree to begin earlier than the scheduled start time.
- b) When the Interpreter arrives late and the Encounter occurs, the Encounter time begins when the Interpreter arrives.

15.2.3 The direct rate for Block of Time (BOT) appointments for DSHS/DCYF is \$31.00

15.2.4 The direct rate for Facility appointments will be \$34.60 per hour

15.2.5 Family Member Appointments must be calculated from the initial scheduled start time of the first appointment in the series, or when the Interpreter arrives after the scheduled start time, whichever is later, up to the actual end time of the last appointment in the series.

Example:

- 1st appointment: 11:00am to 12:00pm
- 2nd appointment: 12:15 pm to 12:45 pm
- 3rd appointment: 1:00pm to 2:15pm

Payment will be issued to the Interpreter from the time of check-in until the last completed appointment, in this case three hours and 15 minutes (13 units).

15.2.6 Facility Appointments are for Medicaid eligible clients at a specific clinic for a specific language request for consecutive hours and must meet the following criteria:

- a) Minimum duration of two (2) hours;
- b) Healthcare provider has at least three (3) scheduled Medicaid clients;
- c) For every hour over the minimum scheduled time, one (1) Medicaid client must be seen;
- d) Last minute cancellations are documented;
- e) One language per facility appointment;
- f) Cannot request a specific Interpreter;
- g) The Contractor provides a voucher to Healthcare Provider and Interpreter and information shall include a space for:
 - 1. Client name and ProviderOne ID number;
 - 2. Check in and check out time of the appointment;
 - 3. Service provided;
 - 4. Signature for Healthcare provider;
 - 5. Signature for Interpreter;
 - 6. Date of service;
 - 7. Non-Medicaid clients seen, including their start and end times;
 - 8. Contractor must bill the Healthcare Provider directly for non-Medicaid clients; and
 - 9. The Contractor creates an appointment application form for Healthcare Provider with Language Access Guidelines, terms and conditions.

15.2.7 For in-person DSHS/DCYF scheduled appointments, an Interpreter will be paid for a minimum of 90 minutes, regardless of the number of LEP clients present and serviced during each appointment.

15.2.8 DSHS Travel Premium Pilot

For DSHS/DCYF scheduled appointments only, Interpreters will be eligible for reimbursement of mileage expenses as follows:

- a) The Interpreter must travel more than 30 miles one way from their home or place of business or from a DSHS/DCYF scheduled appointment to their home or place of business.
- b) The travel premium applies for travel beyond the first 30 miles one-way and is paid in 15-minute increments. Each 15-mile increment is equal to one 15-minute increment, with any fraction of an increment rounded up to the nearest 15-minute increment per the hourly rate for Interpreter services of \$39.76.

- c) The mileage claimed has been verified and documented by the Contractor using a consistent method (e.g. MapQuest, Google, etc.).
- d) The DSHS appointment is not for Arabic, Cantonese, Korean, Russian, Somali, Spanish, or Vietnamese within the city limits of: Everett, Lynnwood, Bellevue, Seattle, Tacoma, Olympia, Tumwater, Lacey, Spokane, Yakima, or Vancouver.
- e) Interpreter is not traveling to or from a non-DSHS/DCYF appointment.

15.2.9 Spoken Language appointment No-show and cancellations:

- a) If an LEP Client or Authorized Requester fails to show for in-person interpreting services or cancels six hours or less before the start of the appointment, including in cases of error on the part of the Requester, State, or third parties, an Interpreter will be paid 30 minutes or 75%, whichever is greater. The process for rounding to 15-minute increments apply.
- b) If the LEP Client, or Authorized Requester cancels 24 hours or less, and greater than six hours before the scheduled start of the appointment, including in cases of error on the part of the Requester, State, or third parties, an Interpreter will be paid 30 minutes or 50% of the time requested, whichever is greater. The process for rounding to 15-minute increments apply.
- c) If an Interpreter accepts a job more than four hours from the scheduled start time and it is then cancelled within 30 minutes of being accepted by the Interpreter, the Interpreter will not be eligible for payment as a No-show or late cancellation.
- d) If any appointment, within the series of Family member appointments, is a late cancellation or the LEP client or authorized Requester fails to show, the Interpreter will be paid for a minimum of 30 minutes. The total payment for cancellations for a family member appointment will not be greater than the total time requested. See (a) for cancellations within six hours.
- e) If the Interpreter accepts a new appointment that overlaps in part with the Cancelled Appointment, in addition to payment for the new appointment, the Interpreter will be entitled to the cancellation payment for the difference between the cancelled appointment and the overlapped time worked at the new appointment. This section does not apply to individual appointments within a series of a family appointment.
- f) The 24 calendar hours for determining Cancelled Appointments shall not include weekends or state recognized holidays.

15.2.10 The Office of Hard or Hearing (ODHH) establishes the direct Rate for American Sign Language (ASL) and Certified Deaf Interpreters (CDI) established rates.

- a) If an ASL or CDI Interpreter is not established on the ODHH website, the maximum allowable payment is fifty-five dollars (\$55) per hour.

- b) First hour calculated rate is the hourly rate, plus half of the hourly rate.
Example: \$55 is the hourly rate + half the hourly rate of \$27.5 = \$82.50 for the first hour, and \$55 for each additional hour.
- c) Reimburse the number of allowable Interpreter Service miles billed for travel, rounded up the nearest mile, where:
 - i. The point-to-point most direct route has been taken.
 - ii. The reimbursement rate is equal to OFM's current mileage reimbursement rate.
 - iii. The mileage claimed has been verified and documented by the Contractor using a consistent method (e.g. MapQuest, Google, etc.).
 - iv. Reimburse the Interpreter for other travel related incurred costs of an Interpreter Service appointment, including:
 - 1. Bus, ferry, or train fares; and.
 - 2. Parking and toll fees.

15.2.11 ASL no show and cancellations:

- a) If an ASL Client or Authorized Requester fails to show for an in-person or cancels an appointment within 48 hours before the start of the appointment, including in cases of error on the part of the Requester, State, or third parties, an Interpreter will be paid for the full scheduled time.
- b) The 48 hours for determining canceled appointments shall not include weekends or state recognized holidays.
- c) Reimburse the number of allowable Interpreter Service miles billed for travel, rounded up the nearest mile, where:
 - (1) The point-to-point most direct route has been taken.
 - (2) The reimbursement rate is equal to OFM's current mileage reimbursement rate.
 - (3) The mileage claimed has been verified and documented by the Contractor using a consistent method (e.g. MapQuest, Google, etc.).
 - (4) Reimburse the Interpreter for other travel related incurred costs of an Interpreter Service appointment, including:
 - i. Bus, ferry, or train fares; and.
 - ii. Parking and toll fees.

15.2.12 Interpreter Overpayment

For overpayment(s) totaling two hundred dollars (\$200) or less within a pay period:

- a) When HCA, DSHS, DCYF, or the Contractor determines an Interpreter has been overpaid, the Contractor will deduct the overpayment from the subsequent distribution of payment. In the event the subsequent distribution of payment is less than the overpayment amount, the amount will be deducted from additional payments to the Interpreter until the overpayment is recovered.
- b) At the time the overpayment is withheld from the payment distribution, the Interpreter will be supplied with the amount of the overpayment, the job number(s), and brief comment explaining the basis.

For overpayment(s) totaling more than two hundred dollars (\$200) within a pay period:

When HCA, DSHS, DCYF or the Contractor determines an Interpreter has been overpaid the Contractor will provide written notice to the Interpreter which will include the following items:

- a) The amount of the overpayment;
- b) The basis of an overpayment;
- c) The job number(s); and
- d) The Interpreter's rights under the CBA.

Method of Repayment

- a) Within 30 calendar days of receiving the written notice, the Interpreter must choose whether to pay back the overpayment through deductions of subsequent payments or by a one-time payment made directly to the Contractor.
- b) Deductions to repay an overpayment amounting to \$200 or more will take place over the subsequent six pay periods, with equal payments each pay period.
- c) The parties can mutually agree to a shorter period to repay the overpayment through deductions.
- d) For overpayments of \$200 or more, if the Interpreter fails to choose between a one-time payment or equal payments for the six pay periods, the Contractor will make deductions from the Interpreter's paycheck in equal payments over six pay periods.
- e) If after eight pay periods since the date of the written notice of overpayment and the Interpreter has not paid in full, they must repay the Contractor the outstanding overpayment by check within 30 days. In the event the does not repay the Contractor, the Contractor may seek other lawful methods to recover the outstanding amount.

Appeal Rights

- a) Nothing herein prohibits the Union from grieving the determination or method of the overpayment collection per the grievance article of the CBA between the parties.

Note: See Special Terms and Conditions, Section 3.3

16. Medicaid reimbursement process

- 16.1 HCA will reimburse Medicaid authorized requestors for privately obtained interpreter services for American Sign Language and Integrated Managed Care Behavioral Health (BH) and Substance Use Disorder (SUD) providers as described below.
- 16.2 The Contractor must develop an online reimbursement payment process that validates and collects the following information:
 - a. Must be a Medicaid provider; for BH or SUD services in an IMC;
 - b. Must be a valid Medicaid eligible client;
 - c. Must have a cannot fill number (or equivalent) from Contractor;
 - d. Must have proof of Interpreter invoice payment made by authorized requester:
 - (1) Certification of Interpreter credentialing is not required.
- 16.3 Contractor must verify all information is complete prior to submitting claim to ProviderOne.
- 16.4 The contractor will bill ProviderOne and provide reimbursement to authorized requestors following the interpreter rates section 15.2.
 - 16.4.1 Claims submitted to ProviderOne are prohibited from exceeding the amount paid by the authorized requester;
 - 16.4.2 BH or SUD interpreter services are prohibited from exceeding the CBA rates;
 - 16.4.3 ASL/CDI rates will be paid the minimum \$55 per hour, or as identified in section 15.2.10.

Attachment 1

Confidential Information Security Requirements

1. Definitions

In addition to the definitions set out in Section 2 of this Contract K2474 for Face-to-Face Interpreter Services, the definitions below apply to this Attachment.

- a. "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.
 - i. Passwords for external authentication must be a minimum of 10 characters long.
 - ii. Passwords for internal authentication must be a minimum of eight (8) characters long.
 - iii. Passwords used for system service or service accounts must be a minimum of twenty (20) characters long.
- b. "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).
- c. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultra mobile 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.
- d. "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.
- e. "Transmitting" means the transferring of data electronically, such as via email, SFTP, web services, AWS Snowball, etc.
- f. "Trusted System(s)" means the following methods of physical delivery:
 - a. Hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt;
 - b. United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail;
 - c. Commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and
 - d. The Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

- g. "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.

Confidential Information Transmitting

- a. 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.
- b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

Protection of Confidential Information

The Contractor agrees to store Confidential Information as described:

- a. Data at Rest:
 - i. 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 that 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.
 - ii. Data stored on Portable/Removable Media or Devices:
 - 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.
 - 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:
 1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
 2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 3. Keeping devices in locked storage when not in use;
 4. Using check-in/check-out procedures when devices are shared;
 5. Maintain an inventory of devices; and
 6. Ensure that when being transported outside of a Secured Area; all devices with Data are under the physical control of an Authorized User.

- b. 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.

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.

- a. The HCA Confidential Information must be kept in one of the following ways:
 - i. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
 - ii. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
 - iii. in a database that will contain only HCA Data; or
 - iv. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
 - v. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.
- b. 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.

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.

Confidential Information Disposition

When the Confidential Information is no longer needed, except as noted 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>).

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 0, 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.

Security with 'Captcha

'Contractor will provide proof of the security for confidential information by utilizing the captcha program to verify authenticity for accessing online scheduling software and confidential information.

Ensure that a security program exists to that requires interpreters to comply with the policy prohibiting the use of BOT software.

ATTACHMENT 2

FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

In the event federal funds are included in this agreement, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds, the Contractor may be designated as a sub-recipient and the effective date of the amendment shall also be the date at which these requirements go into effect.

- I. FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: Universal Language Services, Inc.
- a. *Source of Funds:* Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number **93.778** and amount to **\$2,958,252.00**. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract No. **K2474**
 - b. *Period of Availability of Funds:* Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in **K2474**, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
 - c. *Single Audit Act:* A sub-awardee (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A sub-awardee who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.
 - d. *Modifications:* This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
 1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
 - i. Deviations from the budget and Project plan.
 - ii. Change in scope or objective of the agreement.
 - iii. Change in a key person specified in the agreement.
 - iv. The absence for more than three months or a 25% reduction in time by the Project Manager/Director.
 - v. Need for additional funding.
 - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
 - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
 2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
 - e. *Sub-Contracting:* The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.

- f. *Condition for Receipt of Health Care Authority Funds:* Funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.
- g. *Unallowable Costs:* The sub-awardees' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.
- h. *Citizenship/Alien Verification/Determination:* The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
- i. *Federal Compliance:* The sub-awardee shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.
- j. *Civil Rights and Non-Discrimination Obligations* During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>

HCA Federal Compliance Contact Information

Federal Grants and Budget Specialist
 Health Care Policy
 Washington State Health Care Authority
 Post Office Box 42710
 Olympia, Washington 98504-2710

II. **CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **Universal Language Service, Inc.**. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

III.

| ENTITY TYPE | OMB CIRCULAR | | |
|---|--|-----------------|--------------------|
| | ADMINISTRATIVE REQUIREMENTS | COST PRINCIPLES | AUDIT REQUIREMENTS |
| State, Local and Indian Tribal Governments and Governmental Hospitals | OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 | | |
| Non-Profit Organizations and Non-Profit Hospitals | | | |

| | |
|--|--|
| Colleges or Universities and Affiliated Hospitals | |
| For-Profit Organizations | |

Definitions:

“**Sub-recipient**”; means the legal entity to which a sub-award is made and which is accountable to the State for the use of the funds provided in carrying out a portion of the State’s programmatic effort under a sponsored project. The term may include institutions of higher education, for-profit corporations or non-U.S. Based entities.

“**Sub-award and Sub-grant**” are used interchangeably and mean a lower tier award of financial support from a prime awardee (e.g., Washington State Health Care Authority) to a Sub-recipient for the performance of a substantive portion of the program. These requirements do not apply to the procurement of goods and services for the benefit of the Washington State Health Care Authority.

IV. STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Health Care Authority.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- b) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or

local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

- d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide

a drug-free workplace in accordance with 45 CFR Part 76 by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every

contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

Legal Services Manager
WA State Health Care Authority
PO Box 42700
Olympia, WA 98504-2700

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and

cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities,"

its instructions, and continuation sheet are included at the end of this application form.)

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are

funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

- 1) By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not

necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- 4) The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
- 7) The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered

transactions and in all solicitations for lower tier covered transactions.

- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, Authority may terminate this transaction for cause or default.

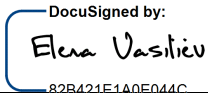
7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

- 1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State

or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

CONTRACTOR SIGNATURE REQUIRED

| | |
|--|----------------------------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  <small>82B421E1A0E044C</small> | TITLE CEO & President |
| Please also print or type name: elena vasiliev | |
| ORGANIZATION NAME: (if applicable) universal language service, inc | DATE 6/5/2018 11:23:29 PM PDT |

Attachment 3
Languages of High Demand more than 100

| Language |
|-------------------|
| Amharic |
| Burmese |
| Chinese |
| Dari |
| French |
| Mandarin |
| Nepali |
| Punjabi |
| Tigrinya |
| Ukrainian |
| Cambodian (Khmer) |
| Oromo (Oromifa) |
| Farsi (Persian) |

Exhibit C

Interpreter Code of Ethics

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:
 - (a) Omit or add nothing;
 - (b) Give consideration to linguistic variations in both the source and target languages; and
 - (c) 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:
 - (a) 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;
 - (b) Not use the department's time, facilities, equipment or supplies for private gain or other advantage; and
 - (c) Not use or attempt to use their position to secure privileges or exemptions.

- (6) **Nondiscrimination.** Interpreters/translators must:
 - (a) Always be impartial and unbiased;
 - (b) 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
 - (c) 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:

- (a) Counsel, refer, give advice, or express personal opinions to the individuals for whom they are interpreting/translating;
- (b) Engage in activities with clients that are not directly related to providing interpreting and/or translating services to DSHS;
- (c) Have unsupervised access to DSHS clients, including but not limited to phoning clients directly, other than at the request of a DSHS employee;
- (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
- (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.

- (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
- (b) Interpreters/translators must immediately withdraw from encounters 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:

- (a) Professional interpreter/translator training;
- (b) Continuing education; and
- (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.

| | | |
|---|---|---|
|  | PROFESSIONAL SERVICES CONTRACT for Interpreter Services Restated | HCA Contract Number: K2474 Amendment: 01 Resulting from Solicitation Number (If applicable: RFP2474 |
|---|---|---|

THIS AGREEMENT is made by and between Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Contractor."

| | | | | |
|--|--------------------------------------|---|--|------------------------|
| CONTRACTOR NAME Universal Language Service, Inc. | | CONTRACTOR DOING BUSINESS AS (DBA) | | |
| CONTRACTOR ADDRESS Street 929 108 th Avenue NE Suite 710 | | City Bellevue | State WA | Zip Code 98004-4769 |
| CONTRACTOR CONTACT Elena Vasiliev | CONTRACTOR TELEPHONE 888-462-0500 | CONTRACTOR E-MAIL ADDRESS Elenav@ulsonline.net | | |
| Is Contractor a Subrecipient under this Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | CFDA NUMBER(S): 93.778; | FFATA Form Required <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | |


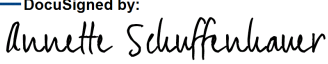
| | |
|--|--|
| HCA PROGRAM Interpreter Services | HCA DIVISION/SECTION MPOI/Community Services |
| HCA CONTACT NAME AND TITLE Katherine Templet, Contracts Manager | HCA CONTACT ADDRESS Health Care Authority 626 8 th Ave SE PO Box 45530 Olympia, WA 98504-5530 |
| HCA CONTACT TELEPHONE (360) 725-0769 | HCA CONTACT E-MAIL ADDRESS katherine.templet@hca.wa.gov |

| | | |
|-------------------------------------|------------------------------------|---|
| CONTRACT START DATE July 1, 2019 | CONTRACT END DATE June 30, 2020 | TOTAL MAXIMUM CONTRACT AMOUNT \$2,958,252.00 |
|-------------------------------------|------------------------------------|---|

PURPOSE OF CONTRACT:

The Health Care Authority (HCA) issued a Request for Proposal (RFP) dated September 6, 2017, for the purpose of purchasing services for Interpreter services in accordance with its authority under chapters 39.26 and 41.05 RCW.

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 HCA.

| | | |
|--|--|--------------------------|
| CONTRACTOR SIGNATURE  | PRINTED NAME AND TITLE Elena Vasiliev, President | DATE SIGNED 6/25/2019 |
| HCA SIGNATURE DocuSigned by:  | PRINTED NAME AND TITLE Annette Schuffenhauer, Chief Legal Officer | DATE SIGNED 8/19/2019 |

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Exhibits

- Exhibit A: HCA RFP 2474 for Face-to Face Interpreter Services
- Exhibit B: Universal Language Service, Inc. Response to HCA RFP 2474
- Exhibit C: Interpreter Code of Ethics

Note: Exhibits A and B are not attached but are available upon request from the HCA Contracts Administrator.

Recitals

The state of Washington, acting by and through the Health Care Authority (HCA), issued a Request for Proposal (RFP) dated December 18, 2017, (Exhibit A) for the purpose of purchasing services for Interpreter Services in accordance with its authority under chapters 39.26 and 41.05 RCW.

Universal Language Service, Inc. submitted a timely Response to HCA's RFP2474 (Exhibit B).

HCA evaluated all properly submitted Responses to the above-referenced RFP and has identified Universal Language Service, Inc. as the Apparent Successful Bidder.

HCA determined that entering into a Contract with Universal Language Service, Inc. met HCA's needs and will be in the State's best interest.

NOW THEREFORE, HCA and Universal wish to amend and re-state Contract K2474. This is a re-stated Contract, the terms and conditions of which will govern Contractor's providing to HCA the services for Interpreter Services in accordance with its authority under chapters 39.26 and 41.05 RCW. Services.

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

1. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Schedule A: Spoken Language *Statement of Work* and Schedule B: Sign Language Statement of Work

2. DEFINITIONS

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

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

"Allowable Interpreter Service Units" means the number of Units of interpreting authorized for payment by the Contractor.

"Appointment Record" means the electronic or paper form used by the Requester, the Interpreter, 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:

- a. Department of Social and Health Services (DSHS) staff; or
- b. Contracted Healthcare Providers who are authorized by Health Care Authority (HCA) to make requests; or

- c. Contracted Health Home providers directing patient-centered care to care coordinators; or
- d. Department of Children's, Youth, Family's Services (DCYFS) staff; or
- e. Health Care Authority (HCA) program managers.

“Block of Time Appointment” means a method of scheduling an Interpreter for a specific time period, with a minimum of two hours, rather than for a specific appointment or specific client, to meet the needs of several Social Service clients that speak the same language.

“Bordering Cities” mean cities in Idaho and Oregon where Clients may receive Medicaid services on the same basis as in-state care. The only recognized Bordening 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 in contract includes Business Associate’s employees, agents, officers, SubContractors, third party Contractors, volunteers, or directors.

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

“Cancelled Appointment (non-billable)” means a Request that has been filled, and is canceled by the Requester beyond twenty-four (24) hours prior to the appointment date and time.

“Cancelled Appointment (billable)” means a Request that has been filled, and is canceled by the Requester 24 calender hours or less prior to the appointment date and time.

“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/Clients” means any person needing language access services and determined eligible for, and/or receiving services from HCA, DSHS, or DCYF. 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).

“Code of Federal Regulations (CFR)” means the codification of the general and permanent rules published in the Federal register by the executive departments and agencies of the Federal Government. All references in this contract to CFR chapters or sections include any successor, amended, or replacement regulations. 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 Intepreters when providing services under this contract. See Exhibit C, Interpreter Code of Ethics.

“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 Manager(s)” means the assigned manager of HCA referred to herein as the HCA Interpreter Program Manager and the manager’s designees within the Health Care Authority, Interpreter Services Program.

“Contract mileage reimbursement rate” means the prevailing mileage rate as established by the Office of Financial Management (OFM) per the Collective Bargaining Agreement (CBA).

“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 to include, but not limited to databases, documents, records, and reports.

“Department of Children, Youth, and Families or “DCYF” means the Washington State agency responsible for overseeing services to children and families that was previously offered through the Children’s Administration/DSHS and Department of Early Learning (DEL); effective July 2019 Juvenile Rehabilitation Administration/DSHS will join DCYF.

“Department of Social and Health Services” or “DSHS” means the Washington State agency responsible for providing a broad array of health care and social services and its employees and authorized agents

“Direct Costs” means as defined by the State Administrative and Accounting Manual (SAAM) as costs that include direct materials and labor.

“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 Data” means client personal information as provided by Provider One system.

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

“Family Member Appointments” means a series of Medicaid enrollee appointments that are each a scheduled duration of forty-five (45) minutes or less and are requested by the same authorized Requester, or take place in very close proximity to each other (e.g. same clinic, hospital, or facility), for which the same Interpreter is contracted to provide language access services and that begin, or are scheduled to begin, within fifteen (15) minutes of the last completed appointment.

“Force Majeure” means an occurrence that is beyond the control of either party affected and could not have been avoided by exercising reasonable diligence. Force majeure includes acts of God, war, riots, strikes, fire, floods, terrorism, epidemics, or other similar occurrences.

“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.

“Indirect Costs” as defined by State Administrative and Accounting Manual (SAAM) as costs that cannot be directly charged to an activity (e.g. depreciation and other administrative and support costs).

“Integrated Managed Care” or **“IMC”** means the managed care plans that coordinate physical health, mental health, and substance use disorder treatment services to help provide whole-person care under one health plan.

“Interpreter”, **“subcontracted Interpreter”**, **“subcontractor”** all mean an individual referenced in this contract who interprets or translates a message from one language to another.

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

“Language Access Provider (LAP)” (RCW 41.56) means any independent contractor who provides spoken language interpreter services for Department of Social and Health Service, Department of Children, Youth and Families, or Medicaid enrollee appointments.

“Language Testing and Certification Program (LTC)” means the section within DSHS that is responsible for the administration of testing and certification in foreign languages for DSHS employees, contracted Interpreters and translators.

“Languages of lesser diffusion” or Minority languages, (in the US), are those languages for which there are not many speakers in the local country but for which there are real language access needs. Requests are less than 100 per year per language.

“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, 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.

“Non-urgent requests” means an appointment requested 2 business days in advance of the scheduled appointment date and time.

“No-Show” means the result of a Client, HCA employee, DSHS employee, Interpreter, or health care provider not keeping an appointment and failing to cancel the appointment.

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

“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.

“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.

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

“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.

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

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

“Urgent Request” means Interpreter 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.

“Pre-Scheduled Request” means Request for Interpreter Services received 48 hours or more in advance of the scheduled time.

“Unable to Fill Request” means any Request for Interpreter Services that is within the scope of this Contract but remains unfilled after the Requested appointment time.

“Response” means Contractor’s Response to HCA’s RFP #2474 for Face-to-Face Interpreter Services and is Exhibit B.

“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/>.

“RFP” means the Request for Proposal used as the solicitation document to establish this Contract, including all its amendments and modifications and is Exhibit A hereto.

“Service Cost” means the actual total cost (Interpreter Service payment, mileage, and other expense reimbursement) of providing Interpreter 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 and Schedule B hereto.

“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”.

“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 = 15 minutes of time.

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

“Unallowable charges” means claims for services not approved for payment in this Contract, and which will not be reimbursed by HCA.

“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/>.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

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

- 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with HCA staff in Contractor's conduct of the services;
- 3.1.4 Conformance with HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.7 Regular, punctual attendance at all meetings; and
- 3.1.8 Provision of high quality services.

3.2 TERM

- 3.2.1 The initial term of the Contract will commence on July 1, 2018, or date of last signature, whichever is earlier, and continue through June 30, 2020, unless terminated sooner as provided herein and contingent on the approval of the Center for Medicare and Medicaid Innovation (CMMI).
- 3.2.2 This Contract may be extended through June 30, 2026 in three two-year periods, as 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 4.3 Amendments, of this Contract.
- 3.2.3 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.

3.3 COMPENSATION

The Maximum Compensation payable to Contractor for the Contractor Administration Costs for performance of all things necessary for or incidental to the performance of work as set forth in Schedule A: *Statement of Work* is \$2,958,252.00.

Allocations described in Section 3.4 apply during the period July 1, 2018 through June 30, 2020.

3.4 INVOICE AND PAYMENT

Administrative Costs

- 3.4.1 Contractor must submit one monthly invoice and all related invoice materials to the HCA Contract Manager for review and approval. The Contractor may not submit a final invoice until HCA has reviewed and approved the invoice and related materials.
- 3.4.2 Contractor must submit one monthly invoice to DSHS for the DSHS portion of Contractor Administrative Costs.
- 3.4.3 Contractor must submit one monthly invoice to DCYF for the DCYF portion of Contractor Administrative Costs.
- 3.4.4 Invoices must describe and document to HCA's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. All invoices will be reviewed and must be approved by the Contract Manager or his/her designee prior to payment.
- 3.4.5 Once approved by the HCA Contract Manager, the Contractor or HCA Contract Manager must submit properly itemized invoices to Acctspay@hca.wa.gov with the HCA contract number in the subject line and include the following information, as applicable:
 - 3.4.5.1 HCA Contract number **K2474-01**;
 - 3.4.5.2 Contractor name, address, phone number;
 - 3.4.5.3 A complete list of all HCA billable services for the administrative month;
 - 3.4.5.4 Date(s) of delivery;
 - 3.4.5.5 Applicable taxes;
 - 3.4.5.6 A breakdown of percentage of DSHS, DCYF and HCA portion;
 - 3.4.5.7 Total invoice amount; and
 - 3.4.5.8 Payment terms and any available prompt payment discount.
- 3.4.6 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.
- 3.4.7 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
- 3.4.8 Payment will be considered timely if made by HCA within 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.

3.4.9 The HCA, DCYF and DSHS will only pay the Contractor for authorized services provided in accordance with this contract.

Interpreter Service Cost

3.4.10 Submit electronic claims for Interpreter services to ProviderOne no later than ten (10) business days from the date an interpreter submits a completed appointment record form for services rendered, including any applicable backup documentation for mileage expenses as per the CBA.

3.4.11 The Contractor must comply with HCA's ProviderOne Billing and Resource Guide at: <https://www.hca.wa.gov/billers-providers/claims-and-billing/professional-rates-and-billing-guides>.

3.4.12 For interpreter Service Cost for DSHS and DCYF, the contractor must submit invoices for Interpreter Services electronically to DSHS and DCYF by the 10th day of the subsequent month. Invoices shall include the following information:

- i. Appropriate DSHS or DCYF Organizational Index Codes;
- ii. Entire line of account coding as referenced in the Account Coding crosswalk provided by HCA; and
- iii. Attached report required under Statement of Work, Section 14.5 and 14.6. This report must correspond to the submitted billing.

Reimbursed Claims

3.4.13 The Contractor must create an electronic payment reimbursement process for Requesters when Contractor is unable to fill Interpreter requests eligible for reimbursement. The Contractor must:

- a) Create and provide training webinar, procedures or detailed instructions;
- b) Verify client is Medicaid eligible;
- c) Verify an unable to fill request was submitted with job number;
- d) Request was made by an authorized Requester; and
- e) Requester has submitted a copy of a paid invoice for the service cost to Interpreter/agency directly.

Contractor's responsibility

3.4.14 The Contractor will assume responsibility for payment to Contractor's employees for wages, benefits, and take all steps required to execute the invoicing and payment of fees to Contracted Interpreters.

3.4.15 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

- 3.4.16 The HCA, DCYF and DSHS 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.
- 3.4.17 The Contractor shall not bill, and HCA, DCYF or DSHS 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.
- 3.4.18 HCA, DSHS, or DCYF does not pay for Interpreter services for the following facilities/situations:
 - a) Inpatient hospital services (e.g. labor and delivery);
 - b) Nursing facility services;
 - c) 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);
 - d) Unauthorized Requesters that HCA, DSHS, or DCYF cannot identify as an employee or participant for the program; or
 - e) Community mental health centers, mental health clinics or mental health institution services covered by a Behavioral Health Organization(s);
 - f) Alcohol or other drug-related treatment centers/programs covered by a Behavioral Health Organization(s)

DIRECT BILLS

- 3.4.19 When scheduled encounters denied by ProviderOne, for ineligible Clients, remain unpaid, and the Contractor has attempted to recover payment from the Medicaid provider in the preceding 90 days from the date of denial:
 - 3.4.19.1 The claim will be considered a private arrangement from the date of denial from ProviderOne to 90 days after the date of denial. During this time, the contractor must seek payment from the Medicaid provider. The rate billed may be at the contractor’s market rate during this period.
 - 3.4.19.2 On the 91st day from the date of denial, the Contractor shall bill HCA for payment at the CBA established rate. The claims will be billed using the established A-19/A-55 Invoice voucher or other such form as designated by HCA.
 - 3.4.19.3 The contractor must make every attempt to recoup payment from the Medicaid provider for up to one year from the date of denial, in accordance with Contractor’s

internal process, and all attempts must be documented. The amount may not be more than the rate paid by HCA for the services.

3.4.19.4 Contractor's internal recoupment process must include:

- (a) Sending statements to the providers monthly;
- (b) Contacting the provider via letter, email, or phone call 90 days after the claim has been billed to the provider; and
- (c) Continuing to invoice provider for outstanding claims.

3.4.19.5 Once the Contractor receives payment, the Contractor must remit the payment or credit back to HCA using the established A-19/A-55 Invoice voucher or other such form as designated by HCA.

3.4.20 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. 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.

3.4.21 No monetary fines will be assessed against any Interpreter 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 Interpreter. All corrective actions and written notifications must be reported to the Interpreter Services Program Manager.

3.5 BACKGROUND CHECKS

3.5.1 The Contractor must:

- 3.5.1.1 Perform criminal history background checks on each Interpreter prior to their first instance of providing services to Requesters, and annually thereafter. This requirement may be waived if the 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.
- 3.5.1.2 Have ready access to, and provide upon the Request of HCA, a copy of each Interpreter's criminal history background check.
- 3.5.1.3 Report to HCA any changes in criminal history of an Interpreter within three business days of Contractor knowledge.
- 3.5.1.4 If the Contractor determines an Interpreter, fails the background check, the Contractor is to immediately prohibit any Interpreter from providing services under this Contract if there is an indication from the background check results that the Interpreter may pose a risk to Clients (refer to the DSHS Secretary's lists of Crimes and Negative Actions). This list can be located at <http://www.dshs.wa.gov/bccu/bccucrimeslist.shtml>.

3.6 PERFORMANCE INCENTIVES AND PENALTIES

Interpreter Services fill rates and performance expectations:

- 3.6.1 The contractor is expected to maintain quarterly minimum fill rates for non-urgent requests in the following three categories:
 - Top 7 spoken languages
 - Languages of High Demand, Lesser Diffusion
- 3.6.2. Performance will be based on the quarterly data provided as required in Statement of Work (Section 14). Monetary performance penalties may be imposed, if the minimum fill rates are not achieved, by reducing 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%).
- 3.6.3 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.
- 3.6.4 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. Examples include:
 - 3.6.4.1 Failure to meet critical contract deliverables, performance measures, or milestones;
 - 3.6.4.2 Failure to demonstrate appropriate effort towards resolving non-compliance (contract deliverables, performance measures, milestones, etc.);
 - 3.6.4.3 Failure to meet fill rates and/or failure to demonstrate appropriate effort towards increasing fill rate.
- 3.6.5 The contractor may earn back withholdings up to the maximum administrative rate if the contractor meets the following obligations:
 - 3.6.5.1 Increasing fill rates equivalent to the amount reduced for languages of lesser diffusion;
 - 3.6.5.2 Recruiting Interpreters for languages of lesser diffusion, or in geographic areas needing additional Interpreters;
 - 3.6.5.3. Develop, implement, and document process improvements to reduce or eliminate barriers for Interpreters or providers in obtaining language access services.

Top Seven Languages

3.6.7 The contractor is expected to identify and assign an interpreter and fill all non-urgent requests at a minimum of 75% effective the sixth month of this contract (December 2018), and a quarterly minimum of 90% by the 13th month (July 2019) of this contract. Failure to reach the minimum quarterly performance standard will result in monetary penalties up to the maximum permitted. Monetary penalties will be imposed for each quarter the minimum performance standard is not achieved.

Top 7 languages include:

1. Arabic
2. Cantonese
3. Korean
4. Russian
5. Somali
6. Spanish
7. Vietnamese

Languages of High Demand, Lesser Diffusion

3.6.8 For Languages of high demand, lesser diffusion (which include languages outside the top seven where there are 100 or more requests per year), the contractor is expected to identify and assign an interpreter and fill all non-urgent requests at a minimum of 70% by the 13th month (July 2019) of this contract. Failure to reach the minimum performance standard will result in penalties and/or corrective actions.

Languages of Low Demand, Lesser Diffusion

3.6.9 For Languages of low demand, lesser diffusion (which include languages outside the top 7 where there are less than 100 requests per year). The contractor is expected to attempt to identify and assign an interpreter to fill the request, and must be able to provide documentation of the attempt. In the event the request cannot be filled, the contractor is required to:

- a) Provide proof that Contractor attempted to fill the job with current Interpreters of the contract; and
- b) Provide proof of outreach attempts for these rare languages; and
- c) Outreach should be on a quarterly basis to various agencies, facilities, stakeholders, and organization groups.

3.7 COLLECTIVE BARGAINING AGREEMENT (CBA) REQUIREMENTS

3.7.1 In accordance with [RCW 41.56.113](#), The Contractor must:

- 3.7.1.1 Deduct the monthly amount of Union membership dues from all paying union bargaining unit Interpreters performing services under this Contract.
- 3.7.1.2 Transmit deductions and fees electronically to the Union at the Union's official headquarters no later than five business days following receipt of payment to the Contractor.

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

- 3.7.1.3 Provide HCA a monthly record showing that dues or fees have been deducted as specified in Section 3.7.2.3.

3.7.2 Deduction. The Contractor must:

- 3.7.2.1 Provide for the deduction from the payments to an Interpreter who is a member of the Union and is covered under the CBA AFSCME PEOPLE (Section 12.1) as provided for in a written authorization.
- 3.7.2.2 Such authorization must be executed by the Interpreter and may be revoked by the Interpreter at any time by giving written notice to both the Contractor and the Union.
- 3.7.2.3 Remit any deductions with a report showing;
 - (a) Interpreter name;
 - (b) Tax Identification Number or other unique identification number;
 - (c) Home address;
 - (d) Monthly dollar amount for each authorized deduction, identified as "Dues", "Deduction #2" and "Deduction #3".
 - (e) In the event there are insufficient funds to cover each deductions, Dues will have priority over Deductions #2 and #3, and Deduction #2 has priority over Deduction #3.

3.7.3 Status Reports. The Contractor must provide electronically, to the Union, a monthly report, due no later than the 20th day of the month, with the data listed below for each Interpreter in the bargaining unit who was paid through the Contractor:

- a. Tax Identification Number or other unique identification number;
- b. Full name of the Interpreter;
- c. Home address;
- d. E-mail if available;
- e. Cell phone number if available;
- f. Home phone number if available;
- g. Working languages;

- h. Total amount deducted for each deduction type (people-to-people, Union deduction, and any applicable other Union deduction as required).

3.7.4 The Contractor will notify the union electronically when a new Interpreter completes all required paperwork to provide services under this contract. The notification to the Union will be provided on the fifth and 20th days of each month. The notification must include:

- a. Full name of Interpreter
- b. Home address
- c. Cell phone number, if available
- d. Home phone number, if available
- e. E-mail if available
- f. Working language(s)

3.8 CONTRACTOR AND HCA CONTRACT MANAGERS

- 3.8.1 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.
- 3.8.2 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.
- 3.8.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

| CONTRACTOR Contract Manager Information | | Health Care Authority Contract Manager Information | |
|--|--|---|--|
| Name: | Jana Meyer | Name: | Katherine Templet |
| Title: | Contract Manager | Title: | Program Manager |
| Address: | 929 108 th Ave NE Suite 710 Bellevue, WA 98004 | Address: | PO Box 45530 Olympia, WA 98504-5530 |
| Phone: | 425-691-3203 | Phone: | 360-725-0769 |
| Email: | janam@ulsonline.net | Email: | katherine.templet@hca.wa.gov |

3.9 KEY STAFF

3.9.1 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 Statement of Work (SOW) from the people who were described in the Response for the first SOW or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.

3.9.2 During the term of the Statement of Work (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. 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.

3.10 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 either delivered in person, 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.

3.10.1 In the case of notice to the Contractor:

Universal Language Service
Elena Vasiliev, President
929 108th Ave NE Suite 710
Contract manager
Bellevue, WA 98004-4769

3.10.2 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

3.10.3 Notices are effective upon receipt or four Business Days after mailing, whichever is earlier.

3.10.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.11 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:

1. Applicable Federal and State of Washington statutes and regulations;
2. Recitals;
3. Special Terms and Conditions;
4. General Terms and Conditions;
5. Schedule A(s): Spoken Language Statement(s) of Work;
6. Schedule B: Sign Language Statement of Work

7. Exhibit A: HCA RFP #2474 for Interpreter Services, dated December 18, 2017;
8. Exhibit B: Contractor's Response dated February 8, 2018;
9. CBA, Local 1671 AFSCME Interpreters United; and
10. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.12 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:

- 3.12.1 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.
- 3.12.2 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.
- 3.12.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- 3.12.4 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's 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.

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.

4. GENERAL TERMS AND CONDITIONS

4.1 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.

4.2 ADVANCE PAYMENT PROHIBITED

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

4.3 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.

4.4 ASSIGNMENT

4.4.1 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 4.37, *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 4.4.1 of the Contract will be null and void.

4.4.2 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 30 calendar days to Contractor.

4.4.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.5 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.

4.6 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 30 calendar days after such a change takes effect.

4.7 CONFIDENTIAL INFORMATION PROTECTION

- 4.7.1 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*).
- 4.7.2 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement (BAA) 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).
- See Contractor's BAA, K2721.
- 4.7.3 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.
- 4.7.4 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.8 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>).

4.9 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION

- 4.9.1 Contractor must notify the HCA Privacy Officer (HCAPrivacyOfficer@hca.wa.gov) within five Business Days of discovery of any Breach or suspected Breach of Confidential Information.
- 4.9.2 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.

- 4.9.3 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 19.254.010, or other law or rule, then:
 - 4.9.3.1 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.
 - 4.9.3.2 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).
 - 4.9.3.3 Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.
- 4.9.4 Any breach of this clause may result in termination of the Contract and the demand for return or disposition (Attachment 1, Section 7) of all Confidential Information.
- 4.9.5 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.

4.10 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.

4.11 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.

4.12 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.

4.13 DISPUTES

The parties will use their best, good faith efforts to resolve disputes and problems that arise in connection with this Contract. Both parties will continue immediately 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.

4.13.1 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 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 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 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.

4.13.2 A party's request for a dispute resolution must:

4.13.2.1 Be in writing;

4.13.2.2 Include a written description of the dispute;

4.13.2.3 State the relative positions of the parties and the remedy sought;

4.13.2.4 State the Contract Number and the names and contact information for the parties;

4.13.3 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.

4.13.4 Payment Disputes

4.13.4.1 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.

4.13.4.2 Disputes regarding services provided to Medicaid providers must be resolved with the Health Care Authority (HCA) Interpreter Services Section.

4.13.4.3 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.

4.13.4.4 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.

4.14 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 supersede 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 4.43 *Warranties*.

4.15 FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)

4.15.1 This Contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

4.15.2 To comply with the act and be eligible to enter into this Contract, Contractor must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If Contractor does not already have one, a DUNS® number is available free of charge by contacting Dun and Bradstreet at www.dnb.com.

4.15.3 Information about Contractor and this Contract will be made available on www.usContractorregistration.com by HCA as required by P.L. 109-282. HCA's Attachment 3: *Federal Funding Accountability and Transparency Act Data Collection Form*, is considered part of this Contract and must be completed and returned along with the Contract.

4.16 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.

4.17 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:

4.17.1 Terminate this Contract pursuant to Section 4.40.3, *Termination for Non-Allocation of Funds*;

4.17.2 Renegotiate the Contract under the revised funding conditions; or

4.17.3 Suspend Contractor's performance under the Contract upon five 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.

4.17.3.1 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.

4.17.3.2 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.

4.17.3.3 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.

4.18 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.

4.19 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.

4.20 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 4.7 *Confidential Information Protection* and Section 4.9 *Confidentiality 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.

4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this Contract. Contractor and his or her employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold himself/herself 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.

4.22 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.

4.23 LEGAL AND REGULATORY COMPLIANCE

4.23.1 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.

4.23.2 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.

4.23.3 Failure to comply with any provisions of this section may result in Contract termination.

4.24 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 or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

4.25 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.

4.26 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.

4.27 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 and Contractor shall refund the full amount to HCA within 30 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 4.13 *Disputes*.

4.28 PAY EQUITY

- 4.28.1 Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), 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.
- 4.28.2 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.
- 4.28.3 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.
- 4.28.4 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.
- 4.28.5 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.

4.29 PUBLICITY

- 4.29.1 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.
- 4.29.2 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.

4.29.3 All publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of support from the Department of Health and Human Services, citing the Funding Opportunity Number as identified on the Funding Opportunity Announcement (FOA) as follows: "The project described was supported by Funding Opportunity Number CMS-1G1-14-001 from the U.S Department of Health and Human Services, Centers for Medicare & Medicaid Services." Recipient also must include a disclaimer stating that "The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies." One copy of each publication, regardless of format, resulting from work performed under an HHS project must be sent to the HCA Contract Manager via email by January 31, 2017 or the end date of this agreement, whichever is later.

4.30 RECORDS AND DOCUMENTS REVIEW

- 4.30.1 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].
- 4.30.2 The Contractor must retain such records for a period of six years after the date of final payment under this Contract.
- 4.30.3 If any litigation, claim, or audit is started before the expiration of the six year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.31 REMEDIES NON-EXCLUSIVE

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

4.32 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.

4.33 RIGHTS IN DATA/OWNERSHIP

- 4.33.1 HCA and Contractor agree that all data will be owned by HCA. Data includes, but is not limited to, databases, documents, records, and reports to the extent provided by law.
- 4.33.2 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.

4.33.3 Contractor will not use or in any manner disseminate any Data to any third party, or represent in any way Contractor ownership of any such Data, without the prior written permission of HCA. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Data or any portion thereof, in any form, to any third party.

4.34 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.

4.35 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.

4.36 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.

4.37 SUBCONTRACTING

4.37.1 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 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.

4.37.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any subcontracts.

4.37.3 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.

4.37.4 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.

4.37.5 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.

4.38 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 Documents 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.

4.39 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 and be responsible for payment of all taxes due on payments made under this Contract.

4.40 TERMINATION

4.40.1 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 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.”

4.40.2 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 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.

4.40.3 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 non-allocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.40.4 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.

4.40.5 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.

4.41 TERMINATION PROCEDURES

- 4.41.1 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.
- 4.41.2 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 4.13 *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.

4.41.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:

4.41.3.1 Stop work under the Contract on the date of, and to the extent specified in, the notice;

4.41.3.2 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;

4.41.3.3 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;

4.41.3.4 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;

4.41.3.5 Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;

4.41.3.6 Complete performance of any part of the work that was not terminated by HCA; and

4.41.3.7 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.

4.41.3.8 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.

4.42 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.

4.43 WARRANTIES

4.43.1 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.

- 4.43.2 Contractor represents and warrants that it shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 4.43.3 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.

Approved as to Form:

This contract format was approved by the Office of the Attorney General.
Approval on file.

Schedule A
Spoken Language Statement of Work

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, HCA, DSHS, and DCYF.

1. General Requirements

The Contractor must:

- 2.1 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 website hours of operation to provide assistance to Authorized Requesters and subcontracted Interpreters by phone, email, fax, or other methods of communication.
- 2.4 Assume sole responsibility for all work performed under this Contract by:
 - a. The Contractor's employees, officers, directors, agents, representatives, associates;
 - b. Interpreter subcontractors; and
 - c. 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.
- 2.5 Adhere to the terms and conditions of the WFSE, AFSCME Council 28, Language Access Providers Collective Bargaining Agreement (CBA) as currently written, or as hereafter amended and any successor CBA. www.ofm.wa.gov/labor/agreements/default.asp. Special consideration should be on the following Articles:
 - a) Article 5 – Documentation
 - b) Article 6 – Economic Compensation
 - 1. Definitions, Rate of Pay, Appointment Times, Refusal of Services, No-shows and Cancellations, Extended Services, Double booking, and Reimbursements (non-appointment costs).
 - c) Article 7 – Economic Process
 - 1. Article 7.2 Payment Timelines, if the contractor fails to abide by the CBA timeline in 3.4.11 of the statement of work a penalty will occur in 1/10

increments up to 5%.

3. Customer Service Requirements

The Contractor must:

- 3.1 Provide Interpreter Services through direct written subcontracts with DSHS Certified, Authorized, or Recognized spoken language Interpreters.
- 3.2 Provide a mobile friendly web-based system to schedule on-demand and pre-scheduled Interpreter Service Requests, including a bulk or mass upload feature.
- 3.3 Upon receipt of a request from a Medicaid Requester, or from HCA authorized staff, verify provider eligibility, client eligibility, schedule, process, assign, and manage Interpreter Services in conjunction with a Client's scheduled appointment.
- 3.4 Upon receipt of a request from a DSHS or DCYF Requester or from authorized staff, schedule, process, assign, and manage Interpreter Services in conjunction with a scheduled appointment.
- 3.5 Requests submitted outside the web-based technology or bulk upload, are on an as needed or special circumstance basis. Requests may be submitted via email, telephone or facsimile transmission technologies as determined appropriate by the Contractor.
- 3.6 Provide a local and toll-free number for Authorized Requesters.
- 3.7 Provide a local and toll-free number for subcontracted Interpreters.
- 3.8 Provide staff and telephone lines to achieve 90% of all incoming calls, including hearing-impaired system calls, to be answered within 30 seconds during normal business hours.
- 3.9 A phone answering machine or electronic voice mail may be used when offered as an option to the Requester; however, Requesters shall be given the option of staying in queue to reach a staff person during regular business hours.
- 3.10 Provide staff to process, schedule, assign, manage and monitor the online scheduling system, email, telephone, electronic voice mail, or facsimile transmission requests.
- 3.11 Per CBA Article 7.2.C.1; remit funds to interpreters on the 5th and 20th day of each month per the payment process from HCA, DSHS and DCYF.
- 3.12 Utilize and complete the appointment record form either electronically or in paper form for all appointments and encounters. The appointment record form will be made available on the HCA website to Requesters and Interpreters.
- 3.13 Ensure Authorized Requesters document the arrival and departure times of the Interpreter. Requests may be submitted via email, telephone or facsimile transmission technologies as determined appropriate by the Contractor.
- 3.14 Provide technology solutions for check in/out such as cell phone applications, tablets, Quick Response Code (QR) or other solutions that meet the needs of Authorized Requesters and/or subcontracted Interpreters.

- 3.15 Monitor technology solutions and implement changes or new technologies to improve the check in/out process.
- 3.16 Have the ability to receive electronic data files from HCA's ProviderOne system for the use of client eligibility information, or build a retrieval system that interfaces with HCA's ProviderOne system.
- 3.17 Have personnel policies that conform to federal, Washington State, and local statutes and ordinances.
- 3.18 Update and make available all materials related to the program procedures, policy, or other documents within ten business days after receiving the change from HCA.
- 3.19 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.
- 3.20 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.
- 3.21 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.
- 3.22 Train Customer Services Center staff on client and Interpreter 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>
- 3.23 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.
- 3.24 The Contractor may close the Customer Service Center in observance of Washington State observed legal holidays as defined by RCW 1.16.050.

i. Information Requirements

The Contractor must:

- 4.1 Provide and maintain an HCA approved internet website for Requesters and Interpreters to access information pertaining to Interpreter Services. At a minimum, the website shall contain the following:
 - a. A link to the online scheduling system 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:

1. Telephone numbers;
 2. Mailing and physical addresses;
 3. Email addresses; and
 4. 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:
1. Frequently asked questions and responses;
 2. Provider manuals;
 3. Brochures;
 4. Videos or Webinars, etc.
- g. A list of all languages available per this Contract, including:
1. County; and
 2. Number of Interpreters by language.
- h. A list of languages by county under active recruitment.
- i. All lists must be updated before the start of every quarter, beginning October 1, 2018.
- 4.2 Notify the HCA Program Manager of any email notifications to interpreters/requesters, website content, procedure or policy changes. HCA reserves the right to request to review these documents five (5) business days before posting and Contractor may not post without prior written approval by HCA. All notifications that affect interpreters may require an additional three (3) day notification time for the Union input or changes. HCA will notify Contractor of approval.
- 4.3 Provide a link to the current CBA on the Contractor's website.
- 4.4 HCA reserves the right to request modifications to the Contractor's website.

5. Outreach and Education

The Contractor must:

- 5.1 Provide outreach, technical assistance and orientation to Authorized Requesters to access the Interpreter Services program. Emphasis will be put on the following:
- 5.1.1 Online portal scheduling system
- a) How to access, navigate, schedule, review, edit and cancel appointments using the online scheduling system.

- b) How to utilize the bulk/mass upload feature for scheduling appointments
 - c) How to provide feedback on an Interpreter.
 - d) The Authorized Requester's roles and responsibility for verifying client eligibility and benefit coverage.
 - e) Guidelines for working with an interpreter.
 - f) The requester's legal responsibility to provide language access services.
 - g) How to request reimbursements
- 5.1.2 On-demand scheduling process
- a) When and who to call; and
 - b) How to schedule, edit, or cancel an appointment.
- 5.1.3 Specific Interpreter Requests
- a) Requesting the appropriate Interpreter and language needs.
 - b) When a specific Interpreter request is valid.
- 5.1.4 When it is appropriate to request reimbursement for private pay Interpreter services
- a) Reimbursement requirements;
 - b) Availability of reimbursement request form;
 - c) How to submit the request for reimbursement.
- 5.1.5 Instructions on Block of Time requests for Community Service Offices (CSOs) and DCYF offices.
- 5.2 Provide targeted outreach to increase provider utilization. This includes specific regions, provider types, appointment types, organizations and other factors;
- 5.3 Offer quarterly webinar Requester orientations and instructional sessions. Related costs will be borne by the Contractor.
- 5.4 Additional online-based materials as deemed necessary by HCA.
- 5.5 HCA reserves the right to review and approve all materials and require the Contractor to conduct additional outreach.
- 5.6 Provide outreach, technical assistance, and educational sessions to subcontracted Interpreters to access the Interpreter Services program as outlined in Section 6.

6. Contracting with Interpreters

The Contractor must:

- 6.1 Provide Interpreter Services through direct written Contracts with Interpreters for HCA medical and DSHS and DCYF social service appointments.
- 6.2 Provide Orientation and education for performing services under this Contract. This includes ensuring subcontracted Interpreters receive the required orientation prior to providing services under this Contract. The Orientation must include all of the following:
 - a. How to review, accept, and reject appointments, including appointments through text message and mobile website;
 - b. Code of Ethics and HIPAA;
 - c. Corrective action policy;
 - d. Payment dispute process;
 - e. Approve appointments for payment;
 - f. Timelines required for contract;
 - g. Immunization requirements for Medical Interpreters;
 - h. Eligibility requirements for Block of Time appointments;
 - i. DSHS Social Service appointments;
 - j. DCYF Social Service appointments;
 - k. HCA Medicaid appointments;
 - l. Travel expense reimbursement requirements; and
- 6.3 Require Interpreters to complete the appointment record either electronically or in paper form.
- 6.4 Require Interpreters to comply with HIPAA, code of professional conduct, and all applicable state and federal laws and the terms and conditions of this contract.
- 6.5 Maintain documentation that subcontracted Interpreters have completed all required documents to provide services under this contract:
 - a. Are DSHS Certified, Authorized, or Recognized by DSHS for spoken languages;
 - d. Have a valid Washington State Unified Business Identifier (UBI) number or tax registration number;
 - e. Sign and comply with the [DSHS Language Interpreter and Translator Code of Professional Conduct](#);
 - f. Sign and comply with the correction action policy;

- g. Comply with HIPAA requirements, as set forth in the General Terms and Conditions of this Contract.
- h. Completed copy of a Washington State background check.
- i. Proof of immunization status for medical interpreters to include:
 - 1. Current season influenza vaccine as determined by the Washington State Department of Health (DOH).
 - a) No influenza vaccine is required outside of influenza season, which must begin on November 30 of that year, unless the DOH issues notice of a flue pandemic prior to the start of the flu season, and the flu season must end via declaration from DOH. Medical Interpreters may be eligible for assignments at any time after the current influenza vaccine is administered.
 - b) Additional vaccinations as determined by DOH, to treat pandemic alerts, such as the swine flu.
 - 1. Measles, Mumps, and Rubella (MMR) vaccine, two (2) doses, one (1) month apart, on or after the medical Interpreter's first (1st) birthday or proof of immunity, or proof of:
 - a) Rubella (German Measles) vaccine, and
 - b) Rubeola (hard measles) vaccine, and
 - c) Mumps vaccine, and
 - 2. Varicella (Chickenpox or Shingles) vaccine, two (2) doses, four (4) to eight (8) weeks apart or proof of immunity
 - 3. Tdap (Tetanus, Diphtheria, and Pertussis), one (1) dose on or after age 11, Td (Tetanus and Diphtheria), and
 - a) one (1) dose or Td every ten years after, or
 - b) proof of immunity, or
 - c) one (1) dose on or after age 11, Td (Tetanus and Diphtheria), and
 - d) Diphtheria vaccine, and
 - e) Pertussis vaccination
 - 4. Tuberculosis (TB) screening.
 - a) Documentation of annual:
 - i. TB skin testing; or
 - ii. Quantiferon; or
 - iii. T-Spot lab test;

iv. If any test is positive:

1. Documentation of one negative chest x-ray as soon as possible after the initial test; and
 2. Annual symptoms checklist completed and signed by the Interpreter's primary care provider.
5. Contractor must provide proof of immunizations to the State upon request within five calendar days of written request.
 6. Contractor must describe the immunization tracking procedures and process to HCA.
- 6.6 Contractor will use an HCA approved bi-annual monitoring plan for subcontracted Interpreters. The monitoring plan must provide, at a minimum, how the Contractor will monitor and submit the following information when requested by HCA:
- a. A signed copy of The Language Interpreter and Translator Code of Professional Conduct, WAC 388-03-050 Exhibit D, Interpreter Code of Ethics.
 - b. A signed copy of the Interpreter's role and responsibility when providing interpretation services under this contract.
 - c. Copy of a Washington State criminal background checks.
 - d. A signed copy of the complaint and corrective action policies.
 - e. Copies of DSHS Certified, Authorized, Recognized certifications or authorization letters.
 - f. Complete copy of annual immunization records as required by the contract.
 - g. Other documents as deemed necessary by HCA.

7. Processing appointment

The Contractor must:

- 7.1 Provide a secure web-based portal for requesting, cancelling, editing and verifying appointments for Interpreter Services for the Requester, including a bulk or mass upload feature and feature for reimbursement of Integrated Managed Care (IMC) qualified claims.
- 7.2 Provide an alternate method to submit requests for services, such as phone, email, or fax when necessary. The Contractor should 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.
- 7.3 Provide a secure web-based portal for accepting, returning and approving appointments for the subcontracted Interpreter including a mobile device application or mobile friendly website.
- 7.4 Assure that only Medical interpreters are assigned to Medicaid appointments

- 7.5 Assure that Social Interpreters are assigned to DSHS and DCYF appointments; However, if no Social interpreters are available, or the request is within 48 hours of the appointment, the contractor will offer to Social and Medical interpreters.
- 7.6 The secure web-based scheduling portal must have the capacity to allow requesters to:
- a. Individually input, edit, and cancel appointments, including returned appointments,
 - b. Create a bulk or mass upload of new appointments,
 - c. Copy or duplicate requests into a new appointment that can be edited as needed,
 - d. Select the language and type of interpretation needed:
 1. Language and/or dialect if not listed.
 - e. Select their administration origin, if necessary,
 1. HCA;
 2. DSHS; or
 3. DCYF
 - f. Select the appointment service type,
 - g. Select a specific Interpreter: such as gender, cultural requirements, medically necessary or other criteria deemed necessary by the provider,
 - h. Ongoing treatments of medical conditions that may qualify as Medically Necessary to require a specific assigned Interpreter include:
 1. Continuing counseling sessions
 2. Applied Behavior Analysis therapy sessions
 3. Cancer treatments as requested by the Medicaid provider
 4. 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 Interpreter will impact the health outcome or effectiveness of the interaction.
 5. Effectiveness of treatment plan or any treatment or medical procedure where a change in Interpreter will impact the effectiveness and efficacy of the treatment or procedure.
 - i. If HCA requests documentation of "Medically Necessary" from Contractor, Contractor must reach out to Authorized Requesters for documents and forward to HCA within 10 business days. If Contractor is unable to obtain documentation from Authorized Requester within 10 business days, they will notify HCA and HCA may take additional action, The Authorized Requester must maintain documentation supporting this determination.

- j. Confirm appointment status information in a daily summary format or by individual appointment that includes, at a minimum:
 - 1. If the request is filled;
 - 2. If the request cannot be filled;
 - 3. If the appointment is still in a pending status; and
 - 4. If the appointment has been returned by Interpreter.
- k. 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.
- l. Permit the Requester to cancel the appointment and be eligible for the reimbursement process or leave the appointment in pending status and continue attempting to fill the request.
- m. Universal is prohibited from reassigning an HCA, DSHS or DCYF job request from an authorized requester to a private status or Category 3 status through Universals private or DES contract.
- n. Send immediate notifications to the Requester whenever the appointment has a status change, or self-selected notification request by Requester.
- o. Send appointment status updates to the Requester to include:
 - 1. Jobs in a pending status three days after the requested date;
 - 2. Jobs in a pending status two weeks prior to the appointment date; and
 - 3. Jobs in pending status three business days prior to appointment date; or
 - 4. Self-selected notification request by Requester
- p. Notification via email and/or telephone call to Requester when a start or end time has not been completed two business days after the date of service. Or as defined in the CBA.

7.7 Allow the Requesters to pull real-time reports/data from their online scheduling system of all appointments or ranges of appointments for their provider/facility by:

- a. Client;
- b. Language;
- c. Appointment type;
- 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.

8. Secure Web-based Portal

The secure web-based portal must have the capacity to allow Interpreters to:

- a. Review, accept, and reject appointments;
- b. Return appointments prior to 24 hours of the scheduled appointment;
- c. Obtain and confirm appointment information and download to iCal or calendar through a software program;
- d. Approve appointments for payment;
- e. Dispute check-in and checkout times;
- f. Review payment invoices; and
- g. Review and respond to complaints.

9. Contractor Timeframe

The Contractor must:

- 9.1 Process web-based requests for Interpreter Services Sunday through Saturday, twenty-four (24) hours a day, seven (7) days a week.
- 9.2 Post requests to the web-based scheduling system within one business day;
- 9.3 Requests received outside the web-based technology or bulk upload, will be accepted twenty-four (24) hours a day, seven (7) days a week. 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.
- 9.4 Contractor must provide real time updates on the status of requests to include whether they:
 - a. Have been filled;
 - b. Are pending to be filled, including how long it has been pending;
 - c. Have been returned by the 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.
- 9.5 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:
 - 1. Written requests for information.

2. Requested reports.
 3. Changes and edits for material and programming proposals.
 4. Additional requests as documented in writing by the HCA program staff.
 5. Corrective Action Plans (CAPs).
- b) One business day or nine business hours for all:
1. Initial responses to Complaints reported.
 2. Initial notification of accidents or incidents affecting the health and safety, as outline in the code of ethics, of Medicaid, DCYF, or DSHS Clients.
 3. Requests for information during established legislative session.
 4. Requests for information during Collective Bargaining session.
- c) Immediately for all:
1. Website or portal complications including:
 - a) Inability for Requesters or Interpreters to access portal; and
 - b) Mainframe system failure.
 1. Eligibility issues
 2. NPI issues
 3. System outage
 2. Phone lines unavailable.
 3. Interpreter suspension or termination due to HIPAA or Safety Violations

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

The Contractor must:

- 10.1 Ensure that Medicaid Requests for Interpreter 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.
- 10.2 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;
 - b. From the downloaded Eligibility Data files supplied by HCA; or
 - c. Documentation from an authorized HCA representative.

- 10.3 Verify the Requester is an enrolled Medicaid participating provider with a valid NPI registered through HCA ProviderOne system or an enrolled Social Service or DCYF representative; and
- 10.4 Screen Urgent Medicaid eligible appointment requests received less than 24 hours in advance for eligibility, including validating the client and service, prior to providing Interpreter Services. Reject any requests that are for non-Medicaid enrollees or non-Medicaid providers.

11. Denials and Exceptions to a Request

The Contractor must deny the request if:

- 11.1 It does not come from a HCA, DSHS, or DCYF Authorized Requester.

- 11.1.1 For HCA Medicaid appointments:

- a) It is not for a Medicaid eligible client; and
 - b) It is not an eligible Medicaid enrolled Provider.

- 11.2 Exceptions:

- HCA may pay a claim denied by ProviderOne if:

- a. Date of death precedes date of service;
 - b. Direct Bill to provider exceeds 90 days uncollected; or
 - c. Change in benefit eligibility not visible within 48 hours of appointment start time.

12. Policies and Procedures

- 12.1 The Contractor must have documented policies, procedures, and/or manuals no later than October 1, 2018. The manuals must be reviewed and updated annually or when changes occur. All policies, procedures, and manuals must be available to HCA upon request. At a minimum, the Contractor must have the following:

- a. Operations manual that documents the Contractor's operation policies and procedures. The operations manual will include at a minimum:
 - 1. Accessing the online system;
 - 2. Scheduling process;
 - 3. Billing process;
 - 4. ProviderOne;
 - 5. Provider reimbursement;
 - 6. Administrative fee for DSHS, DCYF and HCA;

7. Block of Time;
 8. Communication plan;
 9. Incident resolution process;
 10. Payment dispute process for Interpreters; and
 11. Outreach and Orientation
- b. Subcontractors Manual will include at a minimum:
1. Accessing the online system;
 2. Text message options;
 3. Accepting, or rejecting appointments;
 4. Billing process;
 5. Block of Time appointments;
 6. Incident resolution process; and
 7. Payment dispute process.
- c. Authorized Requester Orientation materials will include at a minimum:
1. Navigating the online system;
 2. Text message and email alerts;
 3. Scheduling, editing, and cancelling appointments;
 4. Billing process;
 5. Reimbursement process;
 6. Communication plan; and
 7. Incident resolution/complaint process.
- d. Confidentiality and Nondisclosure policies and/or procedures that ensure compliance with all state and federal Confidentiality and Nondisclosure requirements.
- e. All Interpreter and Requester orientations and webinars are available on their website.
- f. Must have method for collecting, verifying, and monitoring immunizations required by HCA for medical interpreters.

The Contractor must explain in detail:

1. How they will validate/verify immunizations, testing, or proof of immunity;

2. Stay informed on the flu season; and
 3. Notify medical interpreters of expiring immunizations, or new immunization requirements.
- g. Quality Assurance Plan (QAP): Develop a QAP that must describe:
1. Methods for monitoring, tracking and assessing the quality of services provided under this Contract.
 2. How the Contractor will identify and resolve issues related to Interpreter quality and/or performance.
 3. How the Requester or client initiated concerns and/or complaints are processed.
- h. Disaster Preparedness and Recovery Plan that ensures, at minimum:
1. The ability to continue receiving Interpreter service requests and other functions required in this contract in the event the Contractor's Customer Service Center is rendered inoperable;
 2. Documentation of emergency procedures that include steps to take in the event of a natural disaster; and
 3. Employees at the Customer Service Center are familiar with the emergency procedures.
- i. Develop procedures to address complaints and Corrective actions for Authorized Requesters or Interpreters;

Develop a method to accept complaints and feedback from Authorized Requesters, Interpreters, and/or clients. The method must be found easily on the contractor's website and must include methods for deaf and hard of hearing individuals to submit non-written complaints or feedback.

The complaint policy must:

1. Be made available to all Authorized Requesters and Interpreters upon request;
2. Include the requirement that the Contractor must notify an Interpreter with ten (10) business days of receipt of any complaint by a Requester or Client;
3. Include procedures for:
 - a) Receiving, tracking and responding to complaints;
 - b) Documenting and maintaining records of all complaints received as identified in section 12.4;
 - c) Resolving complaints that includes, at a minimum, the participation of the Contractor's Ombudsperson or assigned staff person to resolve complaints;

- d) Interpreter's 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 subcontracted interpreter due to Safety and Health or HIPPA violations.
4. Delineate appropriate corrective action steps which, at a minimum, include the following progressive sequence of interventions:
- a) Counseling or verbal warning;
 - b) Written warning;
 - c) Temporary suspension of services, or ability to subcontract;
 - d) Time-limited suspension of services, lasting no more than six months, depending on severity; and
 - e) Termination of the contract with the Interpreter.
5. Include the requirement that the Contractor must:
- a) Provide written notice to the Interpreter three business days prior if any of the above corrective actions specified in 2.1.i.4 above are taken.
 - b) Notify HCA Interpreter Services Program Manager within 24 hours, if an Interpreter must be immediately suspended due to a health and safety violation, as defined in the Interpreter code of ethics;
 - c) Include submittal of an initial written report documenting any allegations of misconduct by an Interpreter by the end of the next business day to the Interpreter Service Program Manager, or successor;
 - d) Include submittal of a final formal report, complete with actions taken, to the HCA Interpreter Services Program Manager, designee or successor within seven business days;
 - e) Require immediate notification to the HCA Interpreter Services Program Manager, of any request by Contractor to terminate an Interpreter because of the Contractor's corrective action policy.

13. Interpreter Services Tracking and Documenting Requirements

13.1 The Contractor must establish, maintain, and utilize an electronic data management system (such as a database or repository) that maintains all Contractor's Interpreter Service data related to the work performed under this contract.

13.2 The system must:

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

- b. Provide real-time on-demand reports;
- c. Capture, document, and maintain data for the following at a minimum:
 - 1. Organization Index Code;
 - 2. Control Number – Used to track the Request through the ProviderOne billing system from the time of Request through the billing/payment process;
 - 3. Client’s ProviderOne ID number;
 - 4. Client’s full name;
 - 5. Authorized Requesters full name
 - 6. Authorized Requesters NPI;
 - 7. Authorized Requester’s contact information:
 - a) Phone number;
 - b) Email; and
 - c) Address (location of service)
 - 8. Date of request;
 - 9. Appointment date;
 - 10. Appointment start and end time;
 - 11. Appointment street address;
 - 12. Appointment County;
 - 13. Language requested;
 - 14. Interpreter assigned date and time;
 - 15. Interpreter’s information:
 - a) Full name;
 - b) Address;
 - c) Email;
 - d) Language(s); and
 - e) Unique identifier.
 - 16. Specific Interpreter request:
 - a) Full Name; and

- b) Unique Identifier.
- 17. Date and time services completed/cancelled/no-show;
- 18. Number of units billed;
- 19. Dollar amount of Interpreter service units billed;
- 20. Dollar amount of DSHS Interpreter service travel units billed;
- 21. Amount authorized for other fees incurred (parking, toll, ferry fees); and
- 22. Number of incidents received.

13.3 The scheduling system must, at a minimum:

- a. Identify an approved request as “pending” until an Interpreter is assigned to the appointment.
- b. Identify requests that an interpreter gives back and returns to pending status;
- c. Identify the request as “filled” and include the name of the Interpreter when an Interpreter 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:
 - 1. Service request Job Number assigned;
 - 2. Date and time the appointment was canceled;
 - 3. Who canceled the appointment; and
 - 4. Reason the appointment was cancelled.
- f. Identify each appointment where one or more required party (Client/Requester/Interpreter) does not show for an approved appointment as:
 - 1. “Client no-show”;
 - 2. “Requester no-show”;
 - 3. “Interpreter no-show”.

14. Required Reports for IS Program Monitoring

The Contractor must submit the following monthly reports electronically to HCA by the 20th calendar day of the month following the month of service unless otherwise approved by the HCA Interpreter Services Program Manager, designee or successor.

14.1 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 30 seconds;
- g. Number of completed calls; and
- h. The amount of time the telephone system was inoperable in excess of one hour per incident.

14.2 Data report for Medicaid Interpreter Service requests that identifies:

- a. Unique job identifier/job number;
- b. Requesters name;
- c. Requesters location;
- d. Requesters contact phone number;
- e. Date and time of request;
- f. Client ProviderOne number;
- g. Job status;
- h. Filled date and time;
- i. Job location address;
- j. Interpreter unique identifier/name;
- k. Language
- l. Service type
- m. Date of service
- n. Start and end time
- o. Specific Interpreter request;
- p. Number of units billed;
- q. Travel fees (toll, ferry, parking);

- r. Paid amount; and
- s. Date paid by HCA

14.3 Monthly complaint Report that identifies:

- a. Unique job identifier;
- b. Date of service;
- c. Interpreter unique identifier/name;
- d. Level of complaint;
- e. Description of complaint;
- f. Interpreter response;
- g. Status of complaint; (in progress, verified, unverified, invalid);
- h. Complainant information (client, authorized requester, another Interpreter, etc.);
- i. Date resolved;
- j. Outcome; and
- k. Total number of complaints by level.
 - 1. High;
 - 2. Medium; and
 - 3. Low

14.4 Data report for all DSHS requests that identifies:

- a. Unique job identifier/job number;
- b. Requesters name;
- c. Requesters location;
- d. Requesters contact phone number;
- e. Requesters email;
- f. Program;
- g. Program number;
- h. Org title;
- i. County Program/Section;
- j. Fund;
- k. Date and time of request;
- l. Job status;
- m. Filled date and time;

- n. Job location address;
- o. Interpreter unique identifier/name;
- p. Language
- q. Service type
- r. Date of service
- s. Start and end time
- t. Number of units billed;
- u. Travel fees (toll, ferry, parking);and
- v. Paid amount.

14.5 Data report for all DCYF requests that identifies:

- a. Unique job identifier/job number;
- b. Requesters name;
- c. Requesters location;
- d. Requesters contract phone number;
- e. Program;
- f. Program number;
- g. Org title;
- h. County Program/Section;
- i. Fund;
- j. Date and time of request;
- k. Job status;
- l. Filled date and time;
- m. Job location address;
- n. Interpreter unique identifier/name;
- o. Language;
- p. Service type;
- q. Date of service;
- r. Start and end time;

- s. Number of units billed;
 - t. Travel fees (toll, ferry, parking);and
 - u. Paid amount.
- 14.6 Contractor will produce a monthly report of all DSHS/DCYF appointments paying mileage time, which will include:
- a. Unique job identifier;
 - b. Date of service;
 - c. Requesters name;
 - d. Interpreter unique identifier/name;
 - e. Language;
 - f. Mileage units paid per visit; and
 - g. Total amount paid.
- 14.8 Contractor will produce a monthly report for Integrated Managed Care reimbursements, which will include:
- a. Unique "cannot fill" job identifier;
 - b. Date of service;
 - c. Client ProviderOne number;
 - d. Requester name;
 - e. Interpreter unique identifier/name;
 - f. Language;
 - g. Units billed;
 - h. Tolls, fees, parking fees; and
 - i. Total amount paid.
- 14.9 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. The first annual report is due on July 1, 2019.
- 14.10 The Contractor must submit quarterly, an Outreach Activities Report (OAR) that summarizes outreach activities. The first report is due on October 1, 2018, and continuing quarterly based on the State Fiscal Year. 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.

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

- a. Unique job identifier/job number;
- b. Requesters name;
- c. Requesters location;
- d. Requesters contact phone number;
- e. Date and time of request;
- f. Client ProviderOne number;
- g. Job status;
- h. Filled date and time;
- i. Interpreter unique identifier/name;
- j. Language
- k. Service type
- l. Specific Interpreter request;
- m. Number of units billed;
- n. Travel fees (toll, ferry, parking, mileage); and
- o. Paid amount.

14.12 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.

15. Consideration of Payment – See also Section 3.3 of this Contract

Maximum Contract Amount. HCA shall pay the Contractor for satisfactory performance of the work under this contract as based on the following:

- 15.1 Total administrative consideration payable to the Contractor for satisfactory performance of the work under this contract for the initial two-year term shall not exceed a maximum of \$2,958,252.00.

The administrative rate paid to the Contractor for the initial two-year term will be paid at \$123,260.50 per month.

A proportionate share will be paid by HCA, DCYF and DSHS based on usage. The Contractor on an approved A19-1A invoice will bill these percentage amounts directly to HCA, DCYF and DSHS.

The parties, by Amendment, may extend the period of performance of this Contract and negotiate considerations to be in effect during any additional extension.

Allocations in this Section shall apply during the period of July 1, 2018 through June 30, 2020.

No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds.

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.

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.

- 15.2 Spoken Language In Person Interpreter Service Compensation

- 15.2.1 Rates:

- HCA and Family Member appointments will be paid a minimum of forty-one dollars (\$41.00) per hour.

- DSHS and DCYF appointments will be paid a minimum of forty-one dollars (\$41.00) per hour.

- DSHS and DCYF social service appointments effective July 1, 2019 are paid an additional hourly premium of two dollars (\$2) per appointment, excluding block-time appointments.

- Fifteen-minute increments will be calculated as one unit equal to ten dollars and twenty-five cents (\$10.25) per unit.

- 15.2.2 The length of time of the Interpreter Encounter is calculated in fifteen (15) minute increments, rounded up to the nearest 15 minute increment, with a one hour minimum for regular HCA Medicaid appointments determined from:

The time the Encounter started, until the time when the appointment actually concluded, with the following exceptions:

- a) When the Interpreter arrives early and the Requester, Interpreter, and the Client agree to begin earlier than the scheduled start time.
- b) When the Interpreter arrives late and the Encounter occurs, the Encounter time begins when the Interpreter arrives.

15.2.3 The direct rate for Block of Time (BOT) appointments for DSHS/DCYF is \$31.00.

15.2.4 Family Member Appointments must be calculated from the initial scheduled start time of the first appointment in the series, or when the Interpreter arrives after the scheduled start time, whichever is later, up to the actual end time of the last appointment in the series.

- a) Family member appointments must not exceed ninety (90) minutes for all appointments.
- b) Each family member must have a separate job number for the scheduled time.

Example:

- 1st appointment: 11:00am to 12:00pm
- 2nd appointment: 12:00 pm to 12:30 pm

Payment will be issued to the Interpreter from the time of check-in until the last completed appointment, in this case one hour and thirty minutes (7 units).

15.2.5 For DSHS/DCYF scheduled appointments, an Interpreter will be paid for a minimum of 90 minutes, regardless of the number of clients present and serviced during each appointment.

15.2.6 DSHS Travel Premium Pilot

For DSHS/DCYF scheduled appointments only, Interpreters will be eligible for reimbursement of mileage expenses as follows:

- a) The Interpreter must travel more than twenty (20) miles one way from their home or place of business or from a DSHS/DCYF scheduled appointment to their home or place of business.
- b) The interpreter submits a request for mileage reimbursement.
- c) The travel premium applies for travel beyond the first 20 miles one-way and is paid according to the OFM approved mileage rate.
- d) The mileage claimed has been verified and documented by the Contractor using a consistent method (e.g. MapQuest, Google, etc.).

- e) The travel premium paid by DSHS and DCF during the term of July 1, 2019 through June 30, 2021 is capped at fifty thousand dollars (\$50,000) per State Fiscal Year (SFY).
- f) The contractor will supply a monthly report of all mileage for DSHS and DCYF jobs. The report will be due on the 20th day of each month following the month of service.

15.2.7 Spoken Language appointment No-show and cancellations:

- a) If a Client or Authorized Requester fails to show for interpreting services or cancels six hours or less before the start of the appointment, including in cases of error on the part of the Requester, State, or third parties, an Interpreter will be paid 30 minutes or 75%, whichever is greater. The process for rounding to 15-minute increments apply.
- b) If a client or authorized Requester fails to show for an DSHS or DCYF interpreting service or cancels six hours or less before the start of the appointment, the interpreter will be paid at 75% of the scheduled time or a minimum of 5 Units, whichever is more.
- c) If the Client, or Authorized Requester cancels 24 hours or less, and greater than six hours before the scheduled start of the appointment, including in cases of error on the part of the Requester, State, or third parties, an Interpreter will be paid 30 minutes or 50% of the time requested, whichever is greater. The process for rounding to 15-minute increments apply.
- d) DSHS and DCYF appointments cancelled 24 hours or less, and greater than six hours before the scheduled start of the appointment, will be paid 50% of the scheduled time or a minimum of 3 units, whichever is more.
- e) If an Interpreter accepts a job more than four hours from the scheduled start time and it is then cancelled within 30 minutes of being accepted by the Interpreter, the Interpreter will not be eligible for payment as a No-show or late cancellation.
- f) If any appointment, within the series of Family member appointments, is a late cancellation or the Client or authorized Requester fails to show, the Interpreter will be paid for a minimum of 30 minutes. The total payment for cancellations for a family member appointment will not be greater than the total time requested. See (a) for cancellations within six hours.
- g) If the Interpreter accepts a new appointment that overlaps a cancelled or no-show appointment, payment for the cancellation or no-show appointment will be reduced by the replacement work. Under no circumstances shall an interpreter be paid twice for the same period of time. This section does not apply to individual appointments within a series of a family appointment.
- h) If an appointment ends earlier than the originally scheduled time, an interpreter will be paid for seventy-five percent (75%) of the originally scheduled appointment length, or the completed appointment time, whichever is greater. Payment related to this section shall be capped at one-hundred thousand dollars (\$100,000) per year for each fiscal year. The payment minimums apply.

- i) The 24 calendar hours for determining Cancelled Appointments shall not include weekends or state recognized holidays.

15.2.8 Interpreter Overpayment

For overpayment(s) totaling two hundred dollars (\$200) or less within a pay period:

- a) When HCA, DSHS, DCYF, or the Contractor determines an Interpreter has been overpaid, the Contractor will deduct the overpayment from the subsequent distribution of payment. In the event the subsequent distribution of payment is less than the overpayment amount, the amount will be deducted from additional payments to the Interpreter until the overpayment is recovered.
- b) At the time the overpayment is withheld from the payment distribution, the Interpreter will be supplied with the amount of the overpayment, the job number(s), and brief comment explaining the basis.

For overpayment(s) totaling more than two hundred dollars (\$200) within a pay period:

When HCA, DSHS, DCYF or the Contractor determines an Interpreter has been overpaid the Contractor will provide written notice to the Interpreter which will include the following items:

- a) The amount of the overpayment;
- b) The basis of an overpayment;
- c) The job number(s); and
- d) The Interpreter's rights under the CBA.

Method of Repayment

- a) Within 30 calendar days of receiving the written notice, the Interpreter must choose whether to pay back the overpayment through deductions of subsequent payments or by a one-time payment made directly to the Contractor.
- b) Deductions to repay an overpayment amounting to \$200 or more will take place over the subsequent six pay periods, with equal payments each pay period.
- c) The parties can mutually agree to a shorter period to repay the overpayment through deductions.
- d) For overpayments of \$200 or more, if the Interpreter fails to choose between a one-time payment or equal payments for the six pay periods, the Contractor will make deductions from the Interpreter's paycheck in equal payments over six pay periods.

- e) If after eight pay periods since the date of the written notice of overpayment and the Interpreter has not paid in full, they must repay the Contractor the outstanding overpayment by check within 30 days. In the event they do not repay the Contractor, the Contractor may seek other lawful methods to recover the outstanding amount.

Appeal Rights

- a) Nothing herein prohibits the Union from grieving the determination or method of the overpayment collection per the grievance article of the CBA between the parties.

16. Medicaid reimbursement process

- 16.1 HCA will reimburse Medicaid authorized requestors for privately obtained interpreter services for Integrated Managed Care Behavioral Health (BH) and Substance Use Disorder (SUD) providers as described below.
- 16.2 The Contractor must develop an online reimbursement payment process that validates and collects the following information:
 - a. Must be an eligible Medicaid provider; for BH or SUD services;
 - b. Must be a valid Medicaid eligible client, enrolled in an IMC plan;
 - c. Must have an unfilled job number (or equivalent) from Contractor;
 - d. Must have proof of a paid Interpreter invoice made by authorized requester:
 - (1) Certification of Interpreter credentialing is not required.
- 16.3 Contractor must verify all information is complete prior to submitting claim to ProviderOne.
 - a. Claims must be submitted with the appropriate modifiers to identify IMC claims
 - 1. U9 – Behavior Health (BH), U8 – Substance Use Disorder (SUD)
- 16.4 The contractor will bill ProviderOne and provide reimbursement to authorized requestors following the interpreter rates section 15.2.
 - 16.4.1 Claims submitted to ProviderOne are prohibited from exceeding the amount paid by the authorized requester;
 - 16.4.2 BH or SUD interpreter services are prohibited from exceeding the CBA rates;

Schedule B Sign Language Statement of Work

The Contractor must provide the 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, HCA, DSHS, and DCYF.

This statement of work is valid from the date of execution through December 31, 2019. It outlines the expectations and requirements of the Contractor for transitioning American Sign Language (ASL) interpreter requests and related services and functions out of the Contractor's scope of work.

The contractor must comply with all actions and efforts necessary to transition sign language work out of contract K2474. This transition, referenced as the "transition period" is effective starting July 1, 2019 and ends December 31, 2019. The contractor will fully transition all sign language work by December 31, 2019 and will no longer be contractually obligated to fill requests for sign language interpreters or maintain subcontracts with sign language interpreters. All data and information retention requirements remain in effect. Large fluctuations in service levels and contract compliance will result in corrective action.

Definitions

These are additional definitions, specific to this SOW.

"American Sign Language (ASL)" means the visual language of the Deaf community in the United States. American Sign Language requires the use of facial expressions, hand shapes, body language, and gestures. ASL includes its own syntax and grammar structure that is different from English and any other spoken or foreign language.

"Certified Deaf Interpreter" CDI means an individual who is nationally certified by the Registry of Interpreters for the Deaf (RID). Holders of this certification are deaf or hard of hearing and have demonstrated knowledge and understanding of interpreting, deafness, the Deaf community, and Deaf culture. Holders have specialized training and/or experience in the use of gesture, mime, props, drawings and other tools to enhance communication.

"Certified Sign Language Interpreter" means a Sign Language Interpreter who is certified by the Registry of Interpreters for the Deaf (RID).

"National Association of the Deaf (NAD)" means a national membership association that previously administered testing for certification of Sign Language Interpreters. NAD testing was replaced by the joint NAD-RID development of the National Interpreting Certification (NIC) testing system. NAD certified Interpreters have been incorporated into RID's Certification Maintenance Program and their credentials are maintained by RID <http://rid.org/>.

"National Interpreting Certification (NIC)" means new interpreting certifications with three levels developed by the joint NAD-RID Task Force. Testing is administered by RID <http://rid.org/>

"Office of the Deaf and Hard of Hearing" (ODHH)" means the Office of Deaf and Hard of Hearing in the Department of Social and Health Services.

"Registry of Interpreters for the Deaf (RID)" means a national membership association that administers testing for certification of Sign Language Interpreters. Testing for RID certification was

replaced by the joint NAD-RID development of the National Interpreting Certification (NIC) testing. RID certified Interpreters are grandfathered into the NIC certification system.

PERFORMANCE INCENTIVES AND PENALTIES

- The contractor is expected to identify and assign an interpreter to fill all non-urgent requests at a monthly minimum of 50% for each month of the transition period. Failure to reach the minimum quarterly performance standard will result in monetary penalties up to the maximum permitted. Monetary penalties will be imposed for each month the minimum performance standard is not achieved.
- The contractor is expected to maintain sufficient levels of subcontracted sign language interpreters to achieve a monthly minimum fill rate of 50% during the transition period. A reduction in subcontracted interpreters of 5 or more will be investigated and may require corrective action. If the investigation finds the reduction to be directly related to a fill rate lower than 50%, monetary penalties will be imposed. Monetary penalties will be imposed for each month the minimum performance standard is not achieved.

3.6.2. Performance will be based on the monthly data provided as required in Attachment A, Statement of Work 14. Monetary performance penalties may be imposed, if the minimum fill rates are not achieved, by reducing 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%).

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

3.6.4 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. Examples include:

3.6.4.1 Failure to meet critical contract deliverables, performance measures, or milestones;

3.6.4.2 Failure to demonstrate appropriate efforts toward resolving non-compliance (contract deliverables, performance measures, milestones, etc.);

3.6.4.3 Failure to meet fill rates and/or failure to demonstrate appropriate effort towards increasing fill rate;

3.6.4.4 Failure to comply with the transition plan or communication plan.

3.6.5 The contractor may earn back withholdings up to the maximum administrative rate if the contractor takes remedial action to resolve non-compliance and restore minimum contract expectations

Transition plan

1.1 The contractor must develop a transition plan for the period of July 1, 2019 through December 31, 2019. The plan must include a detailed description of the actions to be taken, dates and timelines, process changes needed, actions for mitigation of potential issues or concerns that might occur, and other details of the transition.

a. The final, HCA approved plan is due no later than July 31, 2019. The final plan, and any amendments to the plan must be reviewed and approved by HCA prior to implementation.

b. The plan is incorporated herein by reference.

Communication Plan

2 The contractor must develop a communication plan for the period of July 1, 2019 through December 31, 2019. The plan must inform providers and interpreters of the transition and include the content of the messaging, the cadence (dates/timelines) of the messaging, detailed descriptions of any actions or processes the providers or interpreters need to take, a process for collecting questions and providing responses (such as an FAQ), and other details for communicating the transition.

a. a. The final, HCA approved plan is due no later than July 31, 2019. The final plan, and any amendments to the plan must be reviewed and approved by HCA prior to implementation.

b. The plan is incorporated herein by reference.

c. All sign language data and information collecting and reporting remains in effect during the transition plan. Current and real time data must be available and be provided for the monthly reports, ad hoc reports, request for information, and any other request for sign language data during the transition plan.

d. A weekly report provided no later than Friday:

1. Fill rate;

2. Number of subcontracted interpreters;

a. If left the contract, explanation why no longer interpreting, and

b. If new, complete information and location of interpreter will work.

3. Communication and outreach materials.

4. Total number of request per week of the fill rate,

5.

1. General Requirements

The Contractor must:

2.1 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 website hours of operation to provide assistance to Authorized Requesters and subcontracted Interpreters by phone, email, fax, or other methods of communication.
- 2.4 Assume sole responsibility for all work performed under this Contract by:
 - a. The Contractor's employees, officers, directors, agents, representatives, associates;
 - b. Interpreter subcontractors; and
 - c. 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.

2.5 3. Customer Service Requirements

The Contractor must:

- 3.1 Provide Interpreter Services through direct written subcontracts with RID certified sign language Interpreters.
- 3.2 Provide a mobile friendly web-based system to schedule on-demand and pre-scheduled Interpreter Service Requests, including a bulk or mass upload feature.
- 3.3 Upon receipt of a request from a Medicaid Requester, or from HCA authorized staff, verify provider eligibility, client eligibility, schedule, process, assign, and manage Interpreter Services in conjunction with a Client's scheduled appointment.
- 3.4 Upon receipt of a request from a DSHS or DCYF Requester or from authorized staff, schedule, process, assign, and manage Interpreter Services in conjunction with a scheduled appointment.
- 3.5 Requests submitted outside the web-based technology or bulk upload, are on an as needed or special circumstance basis. Requests may be submitted via email, telephone or facsimile transmission technologies as determined appropriate by the Contractor.
- 3.6 Provide a local and toll-free number for Authorized Requesters.
- 3.7 Provide a local and toll-free number for subcontracted Interpreters.
- 3.8 Provide staff and telephone lines to achieve 90% of all incoming calls, including hearing-impaired system calls, to be answered within 30 seconds during normal business hours.
- 3.9 A phone answering machine or electronic voice mail may be used when offered as an option to the Requester; however, Requesters shall be given the option of staying in queue to reach a staff person during regular business hours.
- 3.10 Provide staff to process, schedule, assign, manage and monitor the online scheduling system, email, telephone, electronic voice mail, or facsimile transmission requests.
- 3.12 Utilize and complete the appointment record form either electronically or in paper form for all appointments and encounters. The appointment record form will be made available on the HCA website to Requesters and Interpreters.

- 3.13 Ensure Authorized Requesters document the arrival and departure times of the Interpreter. Requests may be submitted via email, telephone or facsimile transmission technologies as determined appropriate by the Contractor.
- 3.14 Provide technology solutions for check in/out such as cell phone applications, tablets, Quick Response Code (QR) or other solutions that meet the needs of Authorized Requesters and/or subcontracted Interpreters.
- 3.15 Monitor technology solutions and implement changes or new technologies to improve the check in/out process.
- 3.16 Have the ability to receive electronic data files from HCA's ProviderOne system for the use of client eligibility information, or build a retrieval system that interfaces with HCA's ProviderOne system.
- 3.17 Have personnel policies that conform to federal, Washington State, and local statutes and ordinances.
- 3.18 Update and make available all materials related to the program procedures, policy, or other documents within ten business days after receiving the change from HCA.
- 3.19 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.
- 3.20 Establish and maintain an ombudsperson position; or a trained staff person whose responsibility is resolving complaints (including ADA), and HCA inquiries.
- 3.21 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 and communication methods for the deaf and hard of hearing community.
- 3.22 Train Customer Services Center staff on client and Interpreter 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>
- 3.23 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.
- 3.24 The Contractor may close the Customer Service Center in observance of Washington State observed legal holidays as defined by RCW 1.16.050.

i. Information Requirements

The Contractor must:

- 4.1 Provide and maintain an HCA approved internet website for Requesters and Interpreters to access information pertaining to Interpreter Services. At a minimum, the website shall contain the following:
 - a. A link to the online scheduling system 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:
 - 1. Telephone numbers;
 - 2. Mailing and physical addresses;
 - 3. Email addresses; and
 - 4. 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:
 - 1. Frequently asked questions and responses;
 - 2. Provider manuals;
 - 3. Brochures;
 - 4. Webinars, etc.
- g. A list of all languages available per this Contract, including:
 - 1. Number of Interpreters by language and county.
- h. A list of languages by county under active recruitment.
- i. All lists must be updated before the start of every quarter, beginning October 1, 2018.

4.2 Notify the HCA Program Manager of any email notifications to interpreters/requesters, website content, procedure or policy changes. HCA reserves the right to request to review these documents five (5) business days before posting and Contractor may not post without prior approval by HCA. All notifications that affect interpreters may require an additional three (3) day notification time for stakeholder input or changes. HCA will notify contractor of approval.

4.4 HCA reserves the right to request modifications to the Contractor's website.

5. Outreach and Education

The Contractor must:

5.1 Provide outreach, technical assistance and orientation to Authorized Requesters to access the Interpreter Services program. Emphasis will be put on the following:

5.1.1 Online portal scheduling system

- a) How to access, navigate, schedule, review, edit and cancel appointments using the online scheduling system.

- b) How to utilize the bulk/mass upload feature for scheduling appointments
- c) How to provide feedback on an Interpreter.
- d) The Authorized Requester's roles and responsibility for verifying client eligibility and benefit coverage.
- e) Guidelines for working with an interpreter.
- f) The requester's legal responsibility to provide language access services.
- g) How to request reimbursements
- h) How to request facility appointments

5.1.2 On-demand scheduling process

- a) When and who to call; and
- b) How to schedule, edit, or cancel an appointment.

5.1.3 Specific Interpreter Requests

- a) Requesting the appropriate Interpreter based on the client's needs.

5.1.4 When it is appropriate to request reimbursement for private pay Interpreter services.

- a) Availability of reimbursement request form
- b) How to request reimbursement

5.2 Provide targeted outreach to increase provider utilization. This includes specific regions, provider types, appointment types, organizations and other factors;

5.3 Offer quarterly webinar Requester orientations and instructional sessions. Related costs will be borne by the Contractor.

5.4 Additional online-based materials as deemed necessary by HCA.

5.5 HCA reserves the right to review and approve all materials and require the Contractor to conduct additional outreach.

5.6 Provide outreach, technical assistance, and educational sessions to subcontracted Interpreters to access the Interpreter Services program as outlined in section 6.

6. Contracting with Interpreters

The Contractor must:

6.1 Provide Interpreter Services through direct written Contracts with Interpreters for in-person appointments.

- 6.2 Provide Orientation and education for performing services under this Contract. This includes ensuring subcontracted Interpreters receive the required orientation prior to providing services under this Contract. The Orientation must include all of the following:
- a. How to review, accept, and reject appointments, including appointments through text message and mobile website;
 - b. Code of Ethics and HIPAA;
 - c. Corrective action policy;
 - d. Payment dispute process;
 - e. Approve appointments for payment;
 - f. Timelines required for contract;
 - g. Immunization requirements for Medical Interpreters;
 - h. DSHS Social Service appointments;
 - j. DCYF Social Service appointments;
 - k. Medicaid appointments;
 - l. Travel expense reimbursement requirements; and
 - m. Facility appointments.
- 6.3 Require Interpreters to complete the appointment record either electronically or in paper form.
- 6.4 Require Interpreters to comply with HIPAA, code of professional conduct, and all applicable state and federal laws and the terms and conditions of this contract.
- 6.5 Maintain documentation that subcontracted Interpreters have completed all required documents to provide services under this contract:
- a. Are RID Certified, Authorized, or Recognized for Sign Language Interpreters;
 - 1. Contractor will coordinate documentation with ODHH for RID certified Interpreters.
 - d. Have a valid Washington State Unified Business Identifier (UBI) number or tax registration number;
 - e. Sign and comply with the [NAD-RID Code of Professional Conduct](#)
 - f. Sign and comply with the correction action policy;
 - g. Comply with HIPAA requirements, as set forth in the General Terms and Conditions of this Contract.
 - h. Completed copy of a Washington State background check.
 - i. Proof of immunization status for medical interpreters, if required, to include:

1. Current season influenza vaccine as determined by the Washington State Department of Health (DOH).
 - a) No influenza vaccine is required outside of influenza season, which must begin on November 30 of that year, unless the DOH issues notice of a flue pandemic prior to the start of the flu season, and the flu season must end via declaration from DOH. Medical Interpreters may be eligible for assignments at any time after the current influenza vaccine is administered.
 - b) Additional vaccinations as determined by DOH, to treat pandemic alerts, such as the swine flu.
1. Measles, Mumps, and Rubella (MMR) vaccine, two (2) doses, one (1) month apart, on or after the medical Interpreter's first (1st) birthday or proof of immunity, or proof of:
 - a) Rubella (German Measles) vaccine, and
 - b) Rubeola (hard measles) vaccine, and
 - c) Mumps vaccine, and
2. Varicella (Chickenpox or Shingles) vaccine, two (2) doses, four (4) to eight (8) weeks apart or proof of immunity
3. Tdap (Tetanus, Diphtheria, and Pertussis), one (1) dose on or after age 11, Td (Tetanus and Diphtheria), and
 - a) one (1) dose or Td every ten years after, or
 - b) proof of immunity, or
 - c) one (1) dose on or after age 11, Td (Tetanus and Diphtheria), and
 - d) Diphtheria vaccine, and
 - e) Pertussis vaccination
4. Tuberculosis (TB) screening.
 - a) Documentation of annual:
 - i. TB skin testing; or
 - ii. Quantiferon; or
 - iii. T-Spot lab test;
 - iv. If any test is positive:
 1. Documentation of one negative chest x-ray as soon as possible after the initial test; and
 2. Annual symptoms checklist completed and signed by the Interpreter's primary care provider.

5. Contractor must provide proof of immunizations to the State upon request within five calendar days of written request.
 6. Contractor must describe the immunization tracking procedures and process to HCA.
- 6.6 Contractor will use an HCA approved bi-annual monitoring plan for subcontracted Interpreters. The monitoring plan must provide, at a minimum, how the Contractor will monitor and submit the following information when requested by HCA:
- a. A signed copy of [NAD-RID Code of Professional Conduct](#)
 - b. A signed copy of the Interpreter's role and responsibility when providing interpretation services under this contract.
 - c. Copy of a DSHS Washington State criminal background checks.
 - d. A signed copy of the complaint and corrective action policies.
 - e. Copies of RID certifications or authorization letters.
 - f. Complete copy of annual immunization records if required by the contract.
 - g. Other documents as deemed necessary by HCA.

7. Processing appointment

The Contractor must:

- 7.1 Provide a secure web-based portal for requesting, cancelling, editing and verifying appointments for Interpreter Services for the Requester, including a bulk or mass upload feature and feature for reimbursement of sign language qualified claims.
- 7.2 Provide an alternate method to submit requests for services, such as phone, email, or fax when necessary. The Contractor should 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.
- 7.3 Provide a secure web-based portal for accepting, returning and approving appointments for the subcontracted Interpreter including a mobile device application or mobile friendly website.
- 7.4 Assure that only Medical interpreters are assigned to Medicaid appointments
- 7.5 Assure that Social Interpreters are assigned to DSHS and DCYF appointments; However, if no Social interpreters are available, or the request is within 48 hours of the appointment, the contractor will offer to Social and Medical interpreters.
- 7.6 The secure web-based scheduling portal must have the capacity to allow requesters to:
 - a. Individually input, edit, and cancel appointments, including returned appointments,
 - b. Create a bulk or mass upload of new appointments,
 - c. Copy or duplicate requests into a new appointment that can be edited as needed,

- d. Select the language and type of interpretation needed:
 - 1. Sign, Sign Relay (CDI), Tactile; or
 - 2. Language and/or dialect if not listed.
- e. Select their administration origin, if necessary,
 - 1. HCA;
 - 2. DSHS; or
 - 3. DCYF
- f. Select the appointment service type,
- g. Select a specific Interpreter, such as: gender, cultural requirements, medically necessary, ASL, Sign Relay (CDI), or other criteria deemed necessary by the provider,
- h. Confirm appointment status information in a daily summary format or by individual appointment that includes, at a minimum:
 - 1. If the request is filled;
 - 2. If the request cannot be filled;
 - 3. If the appointment is still in a pending status; and
 - 4. If the appointment has been returned by Interpreter.
- k. 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.
- l. Determine if there are no sign language interpreters available in the county where the service will be provided.
 - 1. Permit the Requester to cancel the appointment and be eligible for the reimbursement process if the request has not been filled or leave the appointment in pending status and continue attempting to fill the request.
- m. Universal is prohibited from reassigning an HCA, DSHS or DCYF job request from an authorized requester to a private status or Category 3 status through Universals private or DES contract.
- n. Send immediate notifications to the Requester whenever the appointment has a status change, or self-selected notification request by Requester.
- o. Send appointment status updates to the Requester to include:
 - 1. Jobs in a pending status three days after the requested date;
 - 2. Jobs in a pending status two weeks prior to the appointment date; and
 - 3. Jobs in pending status three business days prior to appointment date; or

4. Self-selected notification request by Requester

- p. Notification via email and/or telephone call to Requester when a start or end time has not been completed two business days after the date of service.

7.7 Allow the Requesters to pull real-time reports/data from their online scheduling system of all appointments or ranges of appointments for their provider/facility by:

- a. Client;
- b. Language;
- c. Appointment type;
- 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.

8. Secure Web-based Portal

The secure web-based portal must have the capacity to allow Interpreters to:

- a. Review, accept, and reject appointments;
- b. Return appointments prior to 24 hours of the scheduled appointment;
- c. Obtain and confirm appointment information and download to iCal or calendar through a software program;
- d. Approve appointments for payment;
- e. Dispute check-in and checkout times;
- f. Review payment invoices; and
- g. Review and respond to complaints.

9. Contractor Timeframe

The Contractor must:

- 9.1 Process web-based requests for Interpreter Services Sunday through Saturday, twenty-four (24) hours a day, seven (7) days a week.
- 9.2 Post requests to the web-based scheduling system within one business day;
- 9.3 Requests received outside the web-based technology or bulk upload, will be accepted twenty-four (24) hours a day, seven (7) days a week. 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.

9.4 Contractor must provide real time updates on the status of requests to include whether they:

- a. Have been filled;
- b. Are pending to be filled, including how long it has been pending;
- c. Have been returned by the 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.

9.5 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:
 1. Written requests for information.
 2. Requested reports.
 3. Changes and edits for material and programming proposals.
 4. Additional requests as documented in writing by the HCA program staff.
 5. Corrective Action Plans (CAPs).
- b) One business day or nine business hours for all:
 1. Initial responses to Complaints reported.
 2. Initial notification of accidents or incidents affecting the health and safety, as outline in the code of ethics, of Medicaid, DCYF, or DSHS Clients.
 3. Requests for information during established legislative session.
- c) Immediately for all:
 1. Website or portal complications including:
 - a) Inability for Requesters or Interpreters to access portal; and
 - b) Mainframe system failure.
 1. Eligibility issues
 2. NPI issues
 3. System outage
 2. Phone lines unavailable.
 3. Interpreter suspension or termination due to HIPAA or Safety Violations

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

The Contractor must:

- 10.1 Ensure that Medicaid Requests for Interpreter 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.
- 10.2 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;
 - b. From the downloaded Eligibility Data files supplied by HCA; or
 - c. Documentation from an authorized HCA representative.
- 10.3 Verify the Requester is an enrolled Medicaid participating provider with a valid NPI number registered through HCA ProviderOne system or an enrolled Social Service or DCYF representative; and
- 10.4 Screen Urgent Medicaid eligible appointment requests received less than 24 hours in advance for eligibility, including validating the client and service, prior to providing Interpreter Services. Reject any requests that are for non-Medicaid enrollees or non-Medicaid providers.

11. Denials and Exceptions to a Request

The Contractor must deny the request if:

- 11.1 It does not come from a HCA, DSHS, or DCYF Authorized Requester.
 - 11.1.1 For HCA Medicaid appointments:
 - a) It is not for a Medicaid eligible client; and
 - b) It is not an eligible Medicaid enrolled provider.
- 11.2 Exceptions:

HCA may pay a claim denied by ProviderOne if:

 - a. Date of death precedes date of service;
 - b. Direct Bill to provider exceeds 90 days uncollected; or
 - c. Change in benefit eligibility not visible within 48 hours of appointment start time.

12. Policies and Procedures

- 12.1 The Contractor must have documented policies, procedures, and/or manuals no later than October 1, 2018. The manuals must be reviewed and updated annually or when changes occur. All policies, procedures, and manuals must be available to HCA upon request. At a minimum, the Contractor must have the following:
 - a. Operations manual that documents the Contractor's operation policies and procedures. The operations manual will include at a minimum:

1. Accessing the online system;
 2. Scheduling process;
 3. Billing process;
 4. ProviderOne;
 5. Provider reimbursement;
 6. Administrative fee for DSHS, DCYF and HCA;
 7. Facility appointments;
 8. Block of Time;
 9. Communication plan;
 10. Incident resolution process;
 11. Payment dispute process for Interpreters; and
 12. Outreach and Orientation
- b. Subcontractors Manual will include at a minimum:
1. Accessing the online system;
 2. Text message options;
 3. Accepting, or rejecting appointments;
 4. Billing process;
 5. Facility appointments;
 6. Incident resolution process; and
 7. Payment dispute process.
- c. Authorized Requester Orientation materials will include at a minimum:
1. Navigating the online system;
 2. Text message and email alerts;
 3. Scheduling, editing, and cancelling appointments;
 4. Billing process;
 5. Reimbursement process;
 6. Communication plan; and
 7. Incident resolution/complaint process.

- d. Confidentiality and Nondisclosure policies and/or procedures that ensure compliance with all state and federal Confidentiality and Nondisclosure requirements.
- e. All Interpreter and Requester orientations and webinars are available on their website.
- f. Must have method for collecting, verifying, and monitoring immunizations required by HCA for medical interpreters.

The Contractor must explain in detail:

- 1. How they will validate/verify immunizations, testing, or proof of immunity;
 - 2. Stay informed on the flu season; and
 - 3. Notify medical interpreters of expiring immunizations, or new immunization requirements.
- g. Quality Assurance Plan (QAP): Develop a QAP that must describe:
 - 1. Methods for monitoring, tracking and assessing the quality of services provided under this Contract.
 - 2. How the Contractor will identify and resolve issues related to Interpreter quality and/or performance.
 - 3. How the Requester or client initiated concerns and/or complaints are processed.
 - h. Disaster Preparedness and Recovery Plan that ensures, at minimum:
 - 1. The ability to continue receiving Interpreter service requests and other functions required in this contract in the event the Contractor's Customer Service Center is rendered inoperable;
 - 2. Documentation of emergency procedures that include steps to take in the event of a natural disaster; and
 - 3. Employees at the Customer Service Center are familiar with the emergency procedures.
 - i. Develop procedures to address complaints and Corrective actions for Authorized Requesters or Interpreters;

Develop a method to accept complaints and feedback from Authorized Requesters, Interpreters, and/or clients. The method must be found easily on the contractor's website and must include methods for deaf and hard of hearing individuals to submit non-written complaints or feedback.

The complaint policy must:

- 1. Be made available to all Authorized Requesters and Interpreters upon request;

2. Include the requirement that the Contractor must notify an Interpreter with ten (10) business days of receipt of any complaint by a Requester or Client;
3. Include procedures for:
 - a) Receiving, tracking and responding to complaints;
 - b) Documenting and maintaining records of all complaints received as identified in section 12.4;
 - c) Resolving complaints that includes, at a minimum, the participation of the Contractor's Ombudsperson or assigned staff person to resolve complaints;
 - d) Interpreter's 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 subcontracted interpreter due to Safety and Health or HIPPA violations.
4. Delineate appropriate corrective action steps which, at a minimum, include the following progressive sequence of interventions:
 - a) Counseling or verbal warning;
 - b) Written warning;
 - c) Temporary suspension of services, or ability to subcontract;
 - d) Time-limited suspension of services, lasting no more than six months, depending on severity; and
 - e) Termination of the contract with the Interpreter.
5. Include the requirement that the Contractor must:
 - a) Provide written notice to the Interpreter three business days prior if any of the above corrective actions specified in 2.1.i.4 above are taken.
 - b) Notify HCA Interpreter Services Program Manager within 24 hours, if an Interpreter must be immediately suspended due to a health and safety violation, as defined in the Interpreter code of ethics;
 - c) Include submittal of an initial written report documenting any allegations of misconduct by an Interpreter by the end of the next business day to the Interpreter Service Program Manager, or successor;
 - d) Include submittal of a final formal report, complete with actions taken, to the HCA Interpreter Services Program Manager, designee or successor within seven business days;

- e) Require immediate notification to the HCA Interpreter Services Program Manager, of any request by Contractor to terminate an Interpreter because of the Contractor's corrective action policy.

13. Interpreter Services Tracking and Documenting Requirements

13.1 The Contractor must establish, maintain, and utilize an electronic data management system (such as a database or repository) that maintains all Contractor's Interpreter Service data related to the work performed under this contract.

13.2 The system must:

- a. Be user friendly and have an administrator user interface available to HCA staff to view and access all data:
- b. Provide real-time on-demand reports;
- c. Capture, document, and maintain data for the following at a minimum:
 - 1. Organization Index Code;
 - 2. Control Number – Used to track the Request through the ProviderOne billing system from the time of Request through the billing/payment process;
 - 3. Client's ProviderOne ID number;
 - 4. Client's full name;
 - 5. Authorized Requesters full name
 - 6. Authorized Requesters NPI #;
 - 7. Authorized Requester's contact information:
 - a) Phone number;
 - b) Email; and
 - c) Address (location of service)
 - 8. Date of request;
 - 9. Appointment date;
 - 10. Appointment start and end time;
 - 11. Appointment street address;
 - 12. Appointment County;
 - 13. Language requested;
 - 14. Interpreter assigned date and time;
 - 15. Interpreter's information:

- a) Full name;
 - b) Address;
 - c) Email;
 - d) Language(s); and
 - e) Unique identifier.
16. Specific Interpreter request:
- a) Full Name; and
 - b) Unique Identifier.
17. Date and time services completed/cancelled/no-show;
18. Number of units billed;
19. Dollar amount of Interpreter service units billed;
20. Dollar amount of DSHS Interpreter service travel units billed;
21. Amount authorized for other fees incurred (parking, toll, ferry fees); and
22. Number of incidents received.

13.3 The scheduling system must, at a minimum:

- a. Identify an approved request as “pending” until an Interpreter is assigned to the appointment.
- b. Identify requests that an interpreter gives back and returns to pending status;
- c. Identify the request as “filled” and include the name of the Interpreter when an Interpreter 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:
 - 1. Service request Job Number assigned;
 - 2. Date and time the appointment was canceled;
 - 3. Who canceled the appointment; and
 - 4. Reason the appointment was cancelled.
- f. Identify each appointment where one or more required party (Client/Requester/Interpreter) does not show for an approved appointment as:

1. "Client no-show";
2. "Requester no-show";
3. "Interpreter no-show".

14. Required Reports for IS Program Monitoring

The Contractor must submit the following monthly reports electronically to HCA by the 20th calendar day of the month following the month of service unless otherwise approved by the HCA Interpreter Services Program Manager, designee or successor.

14.1 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 30 seconds;
- g. Number of completed calls; and
- h. The amount of time the telephone system was inoperable in excess of one hour per incident.

14.2 Total number of sign language reimbursements, including but not limited to:

- Authorized Requester's name;
- Authorized Requester's NPI #;
- Cannot fill job number;
- Job status;
- Date of Service
- Client ProviderOne number;
- Interpreter unique identifier/name;
- Units billed;
- Mileage billed;
- Tolls, fees, parking paid; and
- Total amount paid.

14.2 Data report for Medicaid sign language interpreter requests. Any reimbursement request that is both IMC and sign language must be reported in this sign language report. The report must identify:

- a. Unique job identifier/job number;
- b. Requesters name;
- c. Requesters location;
- d. Requesters contact phone number;
- e. Date and time of request;
- f. Client ProviderOne number;
- g. Job status;
- h. Filled date and time;
- i. Job location address;
- j. Interpreter unique identifier/name;
- k. Language
- l. Service type
- m. Date of service
- n. Start and end time
- o. Specific Interpreter request;
- p. Number of units billed;
- q. Travel fees (toll, ferry, parking);
- r. Paid amount; and
- s. Date paid by HCA

14.3 Monthly complaint Report that identifies:

- a. Unique job identifier;
- b. Date of service;
- c. Interpreter unique identifier/name;
- d. Level of complaint;
- e. Description of complaint;
- f. Interpreter response;
- g. Status of complaint; (in progress, verified, unverified, invalid);
- h. Complainant information (client, authorized requester, another Interpreter, etc.);
- i. Date resolved;
- j. Outcome; and
- k. Total number of complaints by level.

1. High;
2. Medium; and
3. Low

14.4 Data report for sign language DSHS requests, if applicable, that identifies:

- a. Unique job identifier/job number;
- b. Requesters name;
- c. Requesters location;
- d. Requesters contact phone number;
- e. Requesters email;
- f. Program;
- g. Program number;
- h. Org title;
- i. County Program/Section;
- j. Fund;
- k. Date and time of request;
- l. Job status;
- m. Filled date and time;
- n. Job location address;
- o. Interpreter unique identifier/name;
- p. Language
- q. Service type
- r. Date of service
- s. Start and end time
- t. Number of units billed;
- u. Travel fees (toll, ferry, parking);and
- v. Paid amount.

14.5 Data report for sign language DCYF requests, if applicable, that identifies:

- a. Unique job identifier/job number;
- b. Requesters name;

- c. Requesters location;
- d. Requesters contract phone number;
- e. Program;
- f. Program number;
- g. Org title;
- h. County Program/Section;
- i. Fund;
- j. Date and time of request;
- k. Job status;
- l. Filled date and time;
- m. Job location address;
- n. Interpreter unique identifier/name;
- o. Language;
- p. Service type;
- q. Date of service;
- r. Start and end time;
- s. Number of units billed;
- t. Travel fees (toll, ferry, parking);and
- u. Paid amount.

14.6 Contractor will produce a monthly report of all sign language DSHS/DCYF appointments paying mileage time, if applicable, which will include:

- a. Unique job identifier;
- b. Date of service;
- c. Requesters name;
- d. Interpreter unique identifier/name;
- e. Language;
- f. Mileage units paid per visit; and
- g. Total amount paid.

14.7 Contractor will produce a monthly report of sign language Facility Appointments, which will include:

- a. Unique job identifier;
 - b. Date of service;
 - c. Client ProviderOne number;
 - d. Start and end time;
 - e. Requesters name;
 - f. Interpreter unique identifier/name;
 - g. Language; and
 - h. Total amount paid.
- 14.9 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.
- 14.10 The Contractor must submit quarterly, an Outreach Activities Report (OAR) that summarizes outreach activities. The quarterly schedule is based on the State Fiscal Year. 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.
- 14.11 The Contractor must submit quarterly, a report of all HCA, DSHS, DCYF requests and job status, with the following:
- a. Unique job identifier/job number;
 - b. Requesters name;
 - c. Requesters location;
 - d. Requesters contact phone number;
 - e. Date and time of request;
 - f. Client ProviderOne number;
 - g. Job status;
 - h. Filled date and time;
 - i. Interpreter unique identifier/name;
 - j. Language

- k. Service type
- l. Specific Interpreter request;
- m. Number of units billed;
- n. Travel fees (toll, ferry, parking, mileage); and
- o. Paid amount.

14.12 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.

15. Sign Language Interpreter Service Compensation

15.1 Rates

Sound Broadway/First Hill Facility Appointments are for Medicaid eligible clients at this specific clinic for sign language requests for consecutive hours and must meet the following criteria:

1. Minimum duration of two (2) hours;
2. Healthcare provider has at least three (3) pre-scheduled Medicaid clients;
3. For every hour over the minimum scheduled time, one (1) Medicaid client must be seen;
4. Last minute cancellations are documented;
5. The Contractor provides a voucher to Healthcare Provider and Interpreter and information shall include a space for:
6. Client name and ProviderOne ID number;
7. Check in and check out time of the appointment;
8. Service provided;
9. Signature for Healthcare provider;
10. Signature for Interpreter;
11. Date of service;
12. Non-Medicaid clients seen, including their start and end times;
13. Contractor must bill the Healthcare Provider directly for non-Medicaid clients; and
14. The Contractor creates an appointment application form for Healthcare Provider with Language Access Guidelines, terms and conditions.

15.2 The Office of Hard or Hearing (ODHH) establishes the direct Rate for American Sign Language (ASL) and Certified Deaf Interpreters (CDI) established rates.

1. If an ASL or CDI Interpreter is not established on the ODHH website, the maximum allowable payment is fifty-five dollars (\$55) per hour.
2. First hour calculated rate is the hourly rate, plus half of the hourly rate. Example: \$55 is the hourly rate + half the hourly rate of \$27.5 = \$82.50 for the first hour, and \$55 for each additional hour.
3. Reimburse the number of allowable Interpreter Service miles billed for travel, rounded up the nearest mile, where:
4. The point-to-point most direct route has been taken.
5. The reimbursement rate is equal to OFM's current mileage reimbursement rate.
6. The mileage claimed has been verified and documented by the Contractor using a consistent method (e.g. MapQuest, Google, etc.).
7. Reimburse the Interpreter for other travel related incurred costs of an Interpreter Service appointment, including:
8. Bus, ferry, or train fares; and.
9. Parking and toll fees.

15.3 No show and cancellations:

1. If a Client or Authorized Requester fails to show for an in-person or cancels an appointment within 48 hours before the start of the appointment, including in cases of error on the part of the Requester, State, or third parties, an Interpreter will be paid for the full scheduled time.
2. The 48 hours for determining canceled appointments shall not include weekends or state recognized holidays.
3. Reimburse the number of allowable Interpreter Service miles billed for travel, rounded up the nearest mile, where:
4. The point-to-point most direct route has been taken.
5. The reimbursement rate is equal to OFM's current mileage reimbursement rate.
6. The mileage claimed has been verified and documented by the Contractor using a consistent method (e.g. MapQuest, Google, etc.).
7. Reimburse the Interpreter for other travel related incurred costs of an Interpreter Service appointment, including:
8. Bus, ferry, or train fares; and
9. Parking and toll fees.

15.4 Interpreter Overpayment

For overpayment(s) totaling two hundred dollars (\$200) or less within a pay period:

- a) When HCA, DSHS, DCYF, or the Contractor determines an Interpreter has been overpaid, the Contractor will deduct the overpayment from the subsequent distribution of payment. In the event the subsequent distribution of payment is less than the overpayment amount, the amount will be deducted from additional payments to the Interpreter until the overpayment is recovered.
- b) At the time the overpayment is withheld from the payment distribution, the Interpreter will be supplied with the amount of the overpayment, the job number(s), and brief comment explaining the basis.

For overpayment(s) totaling more than two hundred dollars (\$200) within a pay period:

When HCA, DSHS, DCYF or the Contractor determines an Interpreter has been overpaid the Contractor will provide written notice to the Interpreter which will include the following items:

- a) The amount of the overpayment;
- b) The basis of an overpayment;
- c) The job number(s); and
- d) The Interpreter's rights under the CBA.

Method of Repayment

- a) Within 30 calendar days of receiving the written notice, the Interpreter must choose whether to pay back the overpayment through deductions of subsequent payments or by a one-time payment made directly to the Contractor.
- b) Deductions to repay an overpayment amounting to \$200 or more will take place over the subsequent six pay periods, with equal payments each pay period.
- c) The parties can mutually agree to a shorter period to repay the overpayment through deductions.
- d) For overpayments of \$200 or more, if the Interpreter fails to choose between a one-time payment or equal payments for the six pay periods, the Contractor will make deductions from the Interpreter's paycheck in equal payments over six pay periods.
- e) If after eight pay periods since the date of the written notice of overpayment and the Interpreter has not paid in full, they must repay the Contractor the outstanding overpayment by check within 30 days. In the event they do not repay the Contractor, the Contractor may seek other lawful methods to recover the outstanding amount.

16. Medicaid reimbursement process

16.1 HCA will reimburse Medicaid authorized requestors for privately obtained interpreter services for American Sign Language and as described below.

16.2 The Contractor must develop an online reimbursement payment process that validates and collects the following information:

a. Must be an eligible Medicaid provider;

b. Must be a valid Medicaid eligible client;

c. Must have an unfilled job number (or equivalent) from Contractor;

(1) Requestor may choose to cancel the job at any time the job has not been filled and follow the reimbursement process

d. Must have proof of a paid Interpreter invoice made by authorized requester:

(1) Certification of Interpreter credentialing is not required.

16.3 Contractor must verify all information is complete prior to submitting claim to ProviderOne.

a. Claims must be submitted with modifier U3 to identify sign language claims

16.4 The contractor will bill ProviderOne and provide reimbursement to authorized requestors following the interpreter rates section 15.2.

16.4.1 Claims submitted to ProviderOne are prohibited from exceeding the amount payed by the authorized requester; 16.4.2 ASL/CDI rates will be paid the minimum \$55 per hour, or as identified in section 15.2.10.

Attachment 1

Confidential Information Security Requirements

1. Definitions

In addition to the definitions set out in Section 2 of this Contract K2474 for Face-to-Face Interpreter Services, the definitions below apply to this Attachment.

- a. "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.
 - i. Passwords for external authentication must be a minimum of 10 characters long.
 - ii. Passwords for internal authentication must be a minimum of eight (8) characters long.
 - iii. Passwords used for system service or service accounts must be a minimum of twenty (20) characters long.
- b. "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).
- c. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultra mobile 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.
- d. "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.
- e. "Transmitting" means the transferring of data electronically, such as via email, SFTP, web services, AWS Snowball, etc.
- f. "Trusted System(s)" means the following methods of physical delivery:
 - a. Hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt;
 - b. United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail;
 - c. Commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and
 - d. The Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

- g. "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.

Confidential Information Transmitting

- a. 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.
- b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

Protection of Confidential Information

The Contractor agrees to store Confidential Information as described:

- a. Data at Rest:
 - i. 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 that 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.
 - ii. Data stored on Portable/Removable Media or Devices:
 - 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.
 - 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:
 1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
 2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 3. Keeping devices in locked storage when not in use;
 4. Using check-in/check-out procedures when devices are shared;
 5. Maintain an inventory of devices; and
 6. Ensure that when being transported outside of a Secured Area; all devices with Data are under the physical control of an Authorized User.

- b. 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.

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.

- a. The HCA Confidential Information must be kept in one of the following ways:
 - i. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
 - ii. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
 - iii. in a database that will contain only HCA Data; or
 - iv. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
 - v. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.
- b. 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.

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.

Confidential Information Disposition

When the Confidential Information is no longer needed, except as noted 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>).

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 0, 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.

Security with 'Captcha

'Contractor will provide proof of the security for confidential information by utilizing the captcha program to verify authenticity for accessing online scheduling software and confidential information.

Ensure that a security program exists to that requires interpreters to comply with the policy prohibiting the use of BOT software.

ATTACHMENT 2

FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

In the event federal funds are included in this agreement, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds, the Contractor may be designated as a sub-recipient and the effective date of the amendment shall also be the date at which these requirements go into effect.

- I. FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: Universal Language Services, Inc.
- a. *Source of Funds:* Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number **93.778** and amount to **\$2,958,252.00**. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract No. **K2474**
 - b. *Period of Availability of Funds:* Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in **K2474**, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
 - c. *Single Audit Act:* A sub-awardee (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A sub-awardee who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.
 - d. *Modifications:* This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
 1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
 - i. Deviations from the budget and Project plan.
 - ii. Change in scope or objective of the agreement.
 - iii. Change in a key person specified in the agreement.
 - iv. The absence for more than three months or a 25% reduction in time by the Project Manager/Director.
 - v. Need for additional funding.
 - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
 - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
 2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
 - e. *Sub-Contracting:* The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.

- f. *Condition for Receipt of Health Care Authority Funds:* Funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.
- g. *Unallowable Costs:* The sub-awardees' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.
- h. *Citizenship/Alien Verification/Determination:* The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
- i. *Federal Compliance:* The sub-awardee shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.
- j. *Civil Rights and Non-Discrimination Obligations* During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>

HCA Federal Compliance Contact Information
 Federal Grants and Budget Specialist
 Health Care Policy
 Washington State Health Care Authority
 Post Office Box 42710
 Olympia, Washington 98504-2710

II. CIRCULARS 'COMPLIANCE MATRIX' - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **Universal Language Service, Inc.**. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

III.

| ENTITY TYPE | OMB CIRCULAR | | |
|---|--|-----------------|--------------------|
| | ADMINISTRATIVE REQUIREMENTS | COST PRINCIPLES | AUDIT REQUIREMENTS |
| State, Local and Indian Tribal Governments and Governmental Hospitals | OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 | | |
| Non-Profit Organizations and Non-Profit Hospitals | | | |
| Colleges or Universities and Affiliated Hospitals | | | |
| For-Profit Organizations | | | |

Definitions:

“Sub-recipient”; means the legal entity to which a sub-award is made and which is accountable to the State for the use of the funds provided in carrying out a portion of the State’s programmatic effort under a sponsored project. The term may include institutions of higher education, for-profit corporations or non-U.S. Based entities.

“Sub-award and Sub-grant” are used interchangeably and mean a lower tier award of financial support from a prime awardee (e.g., Washington State Health Care Authority) to a Sub-recipient for the performance of a substantive portion of the program. These requirements do not apply to the procurement of goods and services for the benefit of the Washington State Health Care Authority.

IV. STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Health Care Authority.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- b) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

- d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that

will be taken against employees for violation of such prohibition;

- b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

Legal Services Manager
WA State Health Care Authority
PO Box 42700
Olympia, WA 98504-2700

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose

lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in

(3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including

private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

- 1) By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a

certification or an explanation shall disqualify such person from participation in this transaction.

- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- 4) The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
- 7) The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may

decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, Authority may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

- 1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by

a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

CONTRACTOR SIGNATURE REQUIRED

| | |
|--|--------------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Elena Vasiliev</i> | TITLE President |
| Please also print or type name: Elena Vasiliev | |
| ORGANIZATION NAME: (if applicable) Universal Language Service, Inc. | DATE 6/25/2019 |

Attachment 3

Languages of High Demand more than 100

| Language |
|-------------------|
| Amharic |
| Burmese |
| Chinese |
| Dari |
| French |
| Mandarin |
| Nepali |
| Punjabi |
| Tigrinya |
| Ukrainian |
| Cambodian (Khmer) |
| Oromo (Oromifa) |
| Farsi (Persian) |

Exhibit C
Interpreter Code of Ethics

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:
 - (a) Omit or add nothing;
 - (b) Give consideration to linguistic variations in both the source and target languages; and
 - (c) 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:
 - (a) 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;
 - (b) Not use the department's time, facilities, equipment or supplies for private gain or other advantage; and
 - (c) Not use or attempt to use their position to secure privileges or exemptions.
- (6) **Nondiscrimination.** Interpreters/translators must:
 - (a) Always be impartial and unbiased;
 - (b) 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
 - (c) 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:

- (a) Counsel, refer, give advice, or express personal opinions to the individuals for whom they are interpreting/translating;
- (b) Engage in activities with clients that are not directly related to providing interpreting and/or translating services to DSHS;
- (c) Have unsupervised access to DSHS clients, including but not limited to phoning clients directly, other than at the request of a DSHS employee;
- (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
- (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.

- (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
- (b) Interpreters/translators must immediately withdraw from encounters 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:

- (a) Professional interpreter/translator training;
- (b) Continuing education; and
- (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.

| | | |
|--|--|---|
|  | CONTRACT AMENDMENT Interpreter Services | HCA Contract No.: K2474 Amendment No.: 2 |
| THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below. | | |
| CONTRACTOR NAME Universal Language Service, Inc. | CONTRACTOR doing business as (DBA) | |
| CONTRACTOR ADDRESS 929 108th Avenue NE, Suite 710 Bellevue, WA 98004-4769 | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) | |



WHEREAS, HCA and Contractor previously entered into a Contract for Interpreter Services, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to add Schedule C;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. The Total Maximum Contract Amount is increased to fund the services described in Schedule C. This additional funding is: a one-time telecom and networking cost of \$257,099.15; ongoing monthly costs of \$45,390.00 for staffing; and \$0.56/minute administration charges to be invoiced monthly.
2. Schedule C, Urgent Health Crisis Over-the-Phone Interpreter (OPI) Services Statement of Work, is attached hereto and incorporated herein.
3. This Amendment will be effective on the date of last signature as shown below ("Effective Date").
4. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
5. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

| | | |
|--|---|---------------------------------|
| CONTRACTOR SIGNATURE DocuSigned by:  | PRINTED NAME AND TITLE Elena Vasiliev CEO and President | DATE SIGNED 3/30/2020 |
| HCA SIGNATURE DocuSigned by:  | PRINTED NAME AND TITLE Annette Schuffenhauer Chief Legal Officer | DATE SIGNED 4/1/2020 |

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Schedule C

Urgent Health Crisis – Over-the-Phone Interpreter (OPI) Services – Statement of Work

In the event of an urgent health crisis, as identified by HCA and through notification to the Contractor, the Contractor agrees to provide services and deliverables, and do all things necessary for, or incidental to, the performance of work as set forth in the Contract, Schedule C, as set forth below, and as may be agreed upon between Contractor and HCA.

1. Implementation

- 1.1. Contractor will immediately work to secure the necessary goods and services, including staff, telecommunication and other hardware and software necessary to provide the OPI services as described herein.
- 1.2. Contractor will begin providing OPI services to Medicaid clients within 14 days of Amendment execution, or future notification from HCA, unless otherwise agreed to by both parties.
- 1.3. HCA shall pay Contractor the charges and fees set forth below in Contractor's OPI Pricing Summary which is currently believed to be suitable for the satisfactory performance of the Services.

OPI Pricing Summary

| | |
|--|--------------|
| Onetime telecom, networking and capacity charges | \$257,099.15 |
| Monthly Admin Fee | \$45,390.00 |
| ULS Per-Minute Usage Charges | \$0.56 |

Given the urgent health crisis and need for Contractor to promptly commence with performance of the services, HCA and Contractor agree that the proposed pricing is based on best available information (including currently anticipated volume of 429 calls per business day, i.e. 283,140 minutes/month based on 30 minutes per call, with a peak concurrent call volume of 69 calls) and may be subject to further modification as may be necessary to account for increased usage, and additional and/or unforeseen costs.

Additional minutes, beyond the estimated minutes per month above, must be approved in writing (email acceptable) by HCA. HCA may require additional changes to the OPI Pricing Summary to be updated by amendment to the Contract and this Statement of Work.

- 1.4. HCA will provide prompt notification when OPI services are needed, and when they are no longer needed or authorized.

2. Over-the-Phone Interpreter (OPI) Option

- 2.1. Contractor will add an OPI option to services identified in the Contract and Schedules for requestors and interpreters within the Contractor Salesforce platform. The OPI option will

apply to HCA Medicaid requests only and will include the following:

- a) OPI services for traditional appointments where the client is at the requestor's location;
and
 - b) Telemedicine where the client, requestor, and interpreter are all in different locations.
- 2.2. Contractor will provide all staffing, services, telecommunication and other hardware, software, and any other goods and services required to successfully provide OPI services, based on the budget amounts approved and paid-for by HCA.
 - 2.3. Contractor is responsible for conducting all conferencing functions to connect requestors, interpreters, and clients.
 - 2.4. Contractor must track all job and billing data related to OPI using the same methods as in-person data.
 - 2.5. Contractor must provide information on how to interpret in a HIPAA compliant environment for OPI and encourage interpreters to comply.
 - 2.6. All collective bargaining requirements remain in full effect.
 - 2.7. All contract compliance requirements remain in full effect.

| | | |
|---|---|---|
|  | <p align="center">PROFESSIONAL SERVICES CONTRACT for Spoken Language Interpreter Services Restated Amendment 3</p> | <p>HCA Contract Number: K2474 Amendment: 03 Resulting from Solicitation Number (If applicable: RFP 2474</p> |
|---|---|---|

THIS AGREEMENT is made by and between Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Contractor."

| | | | | |
|---|---|--|---|-------------------------------|
| CONTRACTOR NAME Universal Language Service, Inc. | | CONTRACTOR DOING BUSINESS AS (DBA) | | |
| CONTRACTOR ADDRESS Street 929 108 th Avenue NE Suite 710 | | City Bellevue | State WA | Zip Code 98004-4769 |
| CONTRACTOR CONTACT Elena Vasiliev | CONTRACTOR TELEPHONE 888-462-0500 | CONTRACTOR E-MAIL ADDRESS Elenav@ulsonline.net | | |
| Is Contractor a Subrecipient under this Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | CFDA NUMBER(S): 93.778 | 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, Contracts Manager | HCA CONTACT ADDRESS Health Care Authority 626 8 th Ave SE PO Box 45530 Olympia, WA 98504-5530 |
| HCA CONTACT TELEPHONE (360) 725-0769 | HCA CONTACT E-MAIL ADDRESS katherine.templet@hca.wa.gov |

| | | |
|--|---|--|
| CONTRACT START DATE July 1, 2020 | CONTRACT END DATE June 30, 2022 | TOTAL MAXIMUM CONTRACT AMOUNT \$5,916,504.00 |
|--|---|--|

PURPOSE OF CONTRACT:

The Health Care Authority (HCA) issued a Request for Proposal (RFP) dated September 6, 2017, for the purpose of purchasing services for Interpreter services in accordance with its authority under chapters 39.26 and 41.05 RCW.

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 HCA.

| | | |
|--|---|---------------------------------|
| CONTRACTOR SIGNATURE DocuSigned by:  | PRINTED NAME AND TITLE Elena Vasiliev, President | DATE SIGNED 7/29/2020 |
| HCA SIGNATURE DocuSigned by:  | PRINTED NAME AND TITLE Annette Schuffenhauer, Chief Legal Officer | DATE SIGNED 7/22/2020 |

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Schedule A: Statement of Work (SOW) Spoken Language Interpreter Services

Attachments

- Attachment 1: Confidential Information Security Requirements
- Attachment 2: Federal Compliance, Certifications, and Assurances
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Exhibits

- Exhibit A: HCA RFP 2474 for Face-to Face Interpreter Services
- Exhibit B: Universal Language Service, Inc. Response to HCA RFP 2474
- Exhibit C: Interpreter Code of Professional Conduct
- Exhibit D: WFSE, AFSCME council 28, Collective Bargaining Agreement

Note: Exhibits A and B are not attached but are available upon request from the HCA Contracts Administrator.

Recitals

The state of Washington, acting by and through the Health Care Authority (HCA), issued a Request for Proposal (RFP) dated December 18, 2017, (Exhibit A) for the purpose of purchasing services for Interpreter Services in accordance with its authority under chapters 39.26 and 41.05 RCW.

Universal Language Service, Inc. submitted a timely Response to HCA's RFP2474 (Exhibit B).

HCA evaluated all properly submitted Responses to the above-referenced RFP and has identified Universal Language Service, Inc. as the Apparent Successful Bidder.

HCA determined that entering into a Contract with Universal Language Service, Inc. met HCA's needs and will be in the State's best interest.

NOW THEREFORE, HCA and Universal wish to amend and re-state Contract K2474. This is a re-stated Contract, the terms and conditions of which will govern Contractor's providing to HCA the services for Interpreter Services in accordance with its authority under chapters 39.26 and 41.05 RCW. Services.

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

1. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Schedule A: Spoken Language *Statement of Work*

2. DEFINITIONS

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

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

"Allowable Interpreter Service Units" means the number of Units of interpreting authorized for payment by the Contractor.

"Appointment Record" means the electronic or paper form used by the Requester, the Interpreter, 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:

- a. Department of Social and Health Services (DSHS) staff; or
- b. Contracted Healthcare Providers who are authorized by Health Care Authority (HCA) to make requests; or

- c. Contracted Health Home providers directing patient-centered care to care coordinators; or
- d. Department of Children's, Youth, Family's (DCYF) staff; or
- e. Health Care Authority (HCA) program managers.

“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.

“Block of Time Appointment” means a method of scheduling an Interpreter for a specific time period, with a minimum of two hours, rather than for a specific appointment or specific client, to meet the needs of several Social Service clients that speak the same language.

“Bordering 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 in contract includes Business Associate’s employees, agents, officers, Sub-Contractors, third party Contractors, volunteers, or directors.

“Business Days and Hours” 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.

“Cancelled Appointment (non-billable)” means a Request that has been filled, and is canceled by the Requester beyond twenty-four (24) calendar hours prior to the appointment date and time.

“Cancelled Appointment (billable)” means a Request that has been filled, and is canceled by the Requester (24) calendar hours or less prior to the appointment date and time.

“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/Clients” means any person needing language access services and determined eligible for, and/or receiving services from HCA, DSHS, or DCYF. 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).

“Code of Federal Regulations (CFR)” means the codification of the general and permanent rules published in the Federal register by the executive departments and agencies of the Federal Government. All references in this contract to CFR chapters or sections include any successor, amended, or replacement regulations. 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 Interpreters when providing services under this contract. See Exhibit C, 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.

“Completed Request” means a job request where the client, interpreter and provider were all in attendance and services were provided.

“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 Manager(s)” means the assigned manager of HCA referred to herein as the HCA Interpreter Program Manager and the manager’s designees within the Health Care Authority, Interpreter Services Program.

“Contract mileage reimbursement rate” means the prevailing mileage rate as established by the Office of Financial Management (OFM) per the Collective Bargaining Agreement (CBA).

“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 to include, but not limited to databases, documents, records, and reports.

“Department of Children, Youth, and Families or “DCYF” means the Washington State agency responsible for overseeing services to children and families that was previously offered through the Children’s Administration/DSHS and Department of Early Learning (DEL); effective July 2019 Juvenile Rehabilitation Administration and Child Care Subsidy Program (both previously with DSHS) joined

DCYF.

“Department of Social and Health Services” or **“DSHS”** means the Washington State agency responsible for providing a broad array of health care and social services and its employees and authorized agents

“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.

“Direct Costs” means as defined by the State Administrative and Accounting Manual (SAAM) as costs that include direct materials and labor.

“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 Data” means client personal information as provided by ProviderOne system.

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

“Family Member Appointments” Family Member appointment is an appointment where the same authorized requestor schedules two (2) or more appointments to see multiple family members. All family members seen during a Family Member appointment must have separately assigned job numbers. Each assigned job number shall appear in the electronic job posting. The interpreter shall be paid from the start of the first appointment through the end of the final appointment; however, the interpreter shall be paid at least the one (1) hour minimum. The total time requested for a family member appointment cannot exceed ninety (90) minutes.

“Force Majeure” means an occurrence that is beyond the control of either party affected and could not have been avoided by exercising reasonable diligence. Force majeure includes acts of God, war, riots, strikes, fire, floods, terrorism, epidemics, or other similar occurrences.

“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.

“In-person” means the physical presence of the individuals specified for the appointment.

“Indirect Costs” as defined by State Administrative and Accounting Manual (SAAM) as costs that cannot be directly charged to an activity (e.g. depreciation and other administrative and support costs).

“Integrated Managed Care” or **“IMC”** means the Apple Health managed care plans that coordinate physical health, mental health, and substance use disorder treatment services to help provide whole-person care under one health plan.

“Interpreter” means a language access provider (LAP) who completes HCA Medicaid, DSHS, and DCYF appointments through this contract.

“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)” (RCW 41.56) means any independent contractor who provides spoken language interpreter services for Department of Social and Health Service, Department of Children, Youth and Families, or Medicaid enrollee appointments.

“Language Testing and Certification Program (LTC)” means the section within DSHS that is responsible for the administration of testing and certification in foreign languages for DSHS employees, contracted Interpreters and translators.

“Languages of lesser diffusion” or Minority languages, (in the US), are those languages for which there are not many speakers in the local country but for which there are real language access needs. Requests are less than 100 per year per language.

“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, 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.

“Non-urgent requests” means an appointment requested 2 or more business days in advance of the scheduled appointment date and time.

“No-Show” means the result of a Client, HCA employee, DSHS or DCYF employee, Interpreter, or health care provider not keeping an appointment and failing to cancel the appointment.

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

“Over-the-phone” or “OPI”: using telephone technology services to schedule calls to enable more than one individual to participate in a call in different locations.

“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.

“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.

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

“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.

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

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

“Urgent Request” means Interpreter 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.

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

“Unable to Fill Request” means any Request for Interpreter Services that is within the scope of this Contract but remains unfilled after the Requested appointment time.

“Response” means Contractor’s Response to HCA’s RFP #2474 for Face-to-Face Interpreter Services and is Exhibit B.

“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/>.

“RFP” means the Request for Proposal used as the solicitation document to establish this Contract, including all its amendments and modifications and is Exhibit A hereto.

“Service Cost” means the actual total cost (Interpreter Service payment, mileage, and other expense reimbursement) of providing Interpreter 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 and Schedule B hereto.

“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”.

“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 = 15 minutes of time.

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

“**Unallowable charges**” means claims for services not approved for payment in this Contract, and which will not be reimbursed by HCA.

“**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 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.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

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

- 3.1.1 All sections of the Statement of Work, to include;
- 3.1.2 In-depth knowledge of current and replacement Collective Bargaining Agreements (CBA), AFSCME Council 28, Language Access Providers
- 3.1.3 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;
- 3.1.4 Use of professional judgment;
- 3.1.5 Collaboration with HCA staff in Contractor’s conduct of the services;
- 3.1.6 Conformance with HCA directions regarding the delivery of the services;
- 3.1.7 Timely, accurate and informed communications;
- 3.1.8 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.9 Regular, punctual attendance at all meetings; and
- 3.1.10 Provision of high quality services.

3.2 TERM

- 3.2.1 The initial term of the Contract will commence on July 1, 2020, or date of last signature, whichever is earlier, and continue through June 30, 2022, unless terminated sooner as provided herein and contingent on the approval of the Center for Medicare and Medicaid Innovation (CMMI).
- 3.2.2 This Contract may be extended through June 30, 2026 in three two-year periods, as 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 4.3 Amendments, of this Contract.
- 3.2.3 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.

3.3 COMPENSATION

Total administrative consideration payable to the Contractor for satisfactory performance of the work under this contract for the full four-year term shall not exceed a maximum of **\$5,916,504.00**.

The administrative rate paid to the Contractor will be paid at \$123,260.50 per month. A proportionate share will be paid by HCA, DCYF and DSHS based on usage. The Contractor, on an approved A19-1A invoice, will bill these percentage amounts directly to HCA, DCYF and DSHS.

The parties, by Amendment, may extend the period of performance of this Contract and negotiate considerations to be in effect during any additional extension.

Allocations in this Section shall apply during the period of July 1, 2018 through June 30, 2022.

No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds.

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.

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.

3.4 INVOICE AND

PAYMENT

Administrative Costs

- 3.4.1 Contractor must submit one monthly invoice and all related invoice materials to the HCA Contract Manager for review and approval. The Contractor may not submit a final invoice until HCA has reviewed and approved the invoice and related materials.

- 3.4.2 Contractor must submit one monthly invoice to DSHS for the DSHS portion of Contractor Administrative Costs.
- 3.4.3 Contractor must submit one monthly invoice to DCYF for the DCYF portion of Contractor Administrative Costs, DCYF may request the invoice allocate costs to specific DCYF sections.
- 3.4.4 Invoices must describe and document to HCA's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. All invoices will be reviewed and must be approved by the Contract Manager or his/her designee prior to payment.
- 3.4.5 Once approved by the HCA Contract Manager, the Contractor or HCA Contract Manager must submit properly itemized invoices to Acctspay@hca.wa.gov with the [HCA contract number in the subject line and](#) include the following information, as applicable:
 - 3.4.5.1 HCA Contract number **K2474-03**;
 - 3.4.5.2 Contractor name, address, phone number;
 - 3.4.5.3 A complete list of all HCA billable services for the administrative month;
 - 3.4.5.4 Date(s) of delivery;
 - 3.4.5.5 Applicable taxes;
 - 3.4.5.6 A breakdown of percentage of DSHS, DCYF and HCA portion;
 - 3.4.5.7 Total invoice amount; and
 - 3.4.5.8 Payment terms and any available prompt payment discount.
- 3.4.6 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.
- 3.4.7 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
- 3.4.8 Payment will be considered timely if made by HCA within 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.
- 3.4.9 The HCA, DCYF and DSHS will only pay the Contractor for authorized services provided in accordance with this contract.

Interpreter Service billing

- 3.4.10 Submit electronic claims for Interpreter services to ProviderOne no later than ten (10) business days from the date an interpreter submits or approves a completed appointment record form for services rendered, including any applicable backup documentation for mileage expenses as per the CBA.
- 3.4.11 The Contractor 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>.

3.4.11.1 Including the requirement to purchase the ProviderOne companion guides

3.4.11.2 TR3 implementation guides and specifications

Contractor is required to be familiar with and understand the companion guides and all billing requirements for the services provided under this contract.

3.4.12 For interpreter Service Cost for DSHS and DCYF, the contractor must submit invoices for Interpreter Services electronically to DSHS and DCYF by the 10th day of the subsequent month. Invoices shall include the following information:

3.4.12.1 Appropriate DSHS or DCYF Organizational Index Codes;

3.4.12.2 Entire line of account coding as referenced in the Account Coding crosswalk provided by HCA; and

3.4.12.3 Attached report required under Statement of Work, Section 14.5 and 14.6.

3.4.12.4 This report must correspond to the submitted billing.

Contractor's responsibility

3.4.13 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 Interpreters.

3.4.14 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

3.4.15 The HCA, DCYF and DSHS 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.

3.4.16 The Contractor shall not bill, and HCA, DCYF or DSHS 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.

3.4.17 HCA, DSHS, or DCYF does not pay for Interpreter services for the following facilities/situations:

3.4.17.1 Inpatient hospital services (e.g. labor and delivery);

3.4.17.2 Nursing facility services;

- 3.4.17.3 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);
- 3.4.17.4 Unauthorized Requesters that HCA, DSHS, or DCYF cannot identify as an employee or participant for the program; or
- 3.4.17.5 Community mental health centers, mental health clinics or mental health institution services covered by a Behavioral Health Organizations(s); and
- 3.4.17.6 Alcohol or other drug-related treatment centers/programs covered by a Behavioral Health Organization(s).

3.4.18 If an HCA/Medicaid 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, section13; direct bills.

3.4.19 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. 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.

3.4.20 No monetary fines will be assessed against any Interpreter 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 Interpreter. All corrective actions and written notifications must be reported to the Interpreter Services Program Manager.

3.5 BACKGROUND CHECKS

3.5.1 The Contractor must:

- 3.5.1.1 Perform criminal history background checks on each Interpreter prior to their first instance of providing services to Requesters, and annually thereafter. This requirement may be waived if the 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.
- 3.5.1.2 Have ready access to, and provide upon the Request of HCA, a copy of each Interpreter's criminal history background check.
- 3.5.1.3 Report to HCA any changes in criminal history of an Interpreter within three business days of Contractor knowledge.
- 3.5.1.4 If the Interpreters background check has any items on the DSHS Secretary's lists of Crimes and Negative Actions. 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>.

3.6 PERFORMANCE INCENTIVES AND PENALTIES

3.6.1 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:

3.6.1.1 Failure to meet the required obligations under the CBA (exhibit D);

3.6.1.2 Failure to meet any item set forth in the general terms and conditions of this contract, including but not limited to

section 3, special terms and conditions

section 4, confidential information protection

3.6.1.3 Failure to satisfactorily complete Corrective Action Plans (CAP)

3.6.1.4 Failure to meet any performance guidelines or expectations as stated in Attachment 1, Statement of work, including but not limited to:

- Section 2.6, adhering to the CBA
- Section 3, customer service requirements
- Section 4, fill rates
- Section 7, Contracting with interpreters, especially 7.4 (BAA), 7.5 (maintain documentation) and 7.6 (biannual monitoring)
- Section 10, Contractor timeframe
- Section 13, direct bills
- Section 15, required reporting for IS program monitoring

3.6.3 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.

Z Withholdings and earning back withholdings

3.6.4 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 3.4.20). Examples include:

3.6.4.1 Failure to meet critical contract deliverables, performance measures, or milestones;

3.6.4.2 Failure to demonstrate appropriate effort towards resolving non-compliance (contract deliverables, performance measures, milestones, etc.);

3.6.4.3 Failure to meet fill rates and/or failure to demonstrate appropriate effort

towards increasing fill rate;

3.6.4.4 Failure to maintain compliance with aspects of the Collective Bargaining Agreement; and

3.6.4.5 Other obligations in Attachment 1, Statement of Work.

3.6.5 The Contractor may earn back previous withholdings up to the maximum administrative rate if the Contractor meets the following obligations:

3.6.5.1 Increasing fill rates equivalent to the amount reduced for languages of lesser diffusion;

3.6.5.2 Recruiting Interpreters for languages of lesser diffusion, or in geographic areas needing additional Interpreters;

3.6.5.3 Develop, implement, and document process improvements to reduce or eliminate barriers for interpreters or providers in obtaining language access services; and

3.6.5.4 Increase of call center compliance to exceed 80% of service level.

3.7 COLLECTIVE BARGAINING AGREEMENT (CBA) REQUIREMENTS (Exhibit D)

In accordance with [RCW 41.56.113](#), and the Collective Bargaining Agreement the Contractor must adhere to all articles as outlined below:

- 3.7.1 Article 5 Required Documentation
- 3.7.2 Article 6 Economic Compensation
- 3.7.3 Article 7 Economic Process
- 3.7.4 Article 11 Policies and Requests for Information
- 3.7.5 Article 12 Dues and Other Voluntary Deductions and Status Reports

3.8 CONTRACTOR AND HCA CONTRACT MANAGERS

3.8.1 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.

3.8.2 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.

3.8.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

| CONTRACTOR Contract Manager Information | | Health Care Authority Contract Manager Information | |
|--|------------|---|-------------------|
| Name: | Mike Short | Name: | Katherine Templet |

| | | | |
|----------|--|----------|--|
| Title: | Contract Manager | Title: | Program Manager |
| Address: | 929 108 th Ave NE Suite 710 Bellevue, WA 98004 | Address: | PO Box 45530 Olympia, WA 98504-5530 |
| Phone: | 425-691-3201 | Phone: | 360-725-0769 |
| Email: | mikes@ulsonline.net | Email: | katherine.templet@hca.wa.gov |

3.9 KEY STAFF

- 3.9.1 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 Statement of Work (SOW) from the people who were described in the Response for the first SOW or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.
- 3.9.2 During the term of the Statement of Work (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. 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.

3.10 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 either delivered in person, 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.

3.10.1 In the case of notice to the

Contractor: Universal Language

Service

Elena Vasiliev, President
929 108th Ave NE Suite
710 Contract Manager
Bellevue, WA 98004-4769

3.10.2 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

3.10.3 Notices are effective upon receipt or four Business Days after mailing, whichever is earlier.

3.10.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.11 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:

- 3.11.1 Applicable Federal and State of Washington statutes and regulations;
- 3.11.2 Recitals;
- 3.11.3 Special Terms and Conditions;
- 3.11.4 General Terms and Conditions;
- 3.11.5 Schedule A: Spoken Language Statement of Work;
- 3.11.6 Exhibit A: HCA RFP #2474 for Interpreter Services, dated December 18, 2017;
- 3.11.7 Exhibit B: Contractor's Response dated February 8, 2018;
- 3.11.8 Exhibit D: CBA, AFSCME, Local 1671 Interpreters United; and
- 3.11.9 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.12 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:

- 3.12.1 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.
- 3.12.2 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.
- 3.12.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- 3.12.4 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 insureds 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.

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.

4. GENERAL TERMS AND CONDITIONS

4.1 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.

4.2 ADVANCE PAYMENT PROHIBITED

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

4.3 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.

4.4 ASSIGNMENT

4.4.1 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 4.37, *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 4.4.1 of the Contract will be null and void.

4.4.2 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 30 calendar days to Contractor.

4.4.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.5 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.

4.6 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 30 calendar days after such a change takes effect.

4.7 CONFIDENTIAL INFORMATION PROTECTION

- 4.7.1 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*).
- 4.7.2 Contractors that come into contact with Protected Health Information are required to enter into a Business Associate Agreement (BAA) 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).
- See Contractor's BAA, **K2721**.
- 4.7.3 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.
- 4.7.4 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.
- 4.7.5 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.8 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>).

4.9 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION

- 4.9.1 Contractor must notify the HCA Privacy Officer (HCAPrivacyOfficer@hca.wa.gov) and IS Program Manager within five Business Days of discovery of any Breach or suspected Breach of Confidential Information.
- 4.9.2 Contractor will complete an HCA approved Breach Form

- 4.9.3 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, and employees, Subcontractors or agents.
- 4.9.4 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 19.254.010, or other law or rule, then:
 - 4.9.4.1 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.
 - 4.9.4.2 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).
 - 4.9.4.3 Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.
- 4.9.5 Any breach of this clause may result in termination of the Contract and the demand for return or disposition (Attachment 1, Section 7) of all Confidential Information.
- 4.9.6 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.

4.10 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.

4.11 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.

4.12 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.

4.13 DISPUTES

The parties will use their best, good faith efforts to resolve disputes and problems that arise in connection with this Contract. Both parties will continue immediately 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.

4.13.1 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 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 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 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.

4.13.2 A party's request for a dispute resolution must:

4.13.2.1 Be in writing;

4.13.2.2 Include a written description of the dispute;

4.13.2.3 State the relative positions of the parties and the remedy sought;

4.13.2.4 State the Contract Number and the names and contact information for the parties;

4.13.3 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.

4.13.4 Payment Disputes

4.13.4.1 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.

4.13.4.2 Disputes regarding services provided to Medicaid providers must be resolved with the Health Care Authority (HCA) Interpreter Services Section.

4.13.4.3 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.

- 4.13.4.4 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.

4.14 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 supersede 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 4.43 *Warranties*.

4.15 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.

4.16 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:

4.16.1 Terminate this Contract pursuant to Section 4.40.3, *Termination for Non-Allocation of Funds*;

4.16.2 Renegotiate the Contract under the revised funding conditions; or

4.16.3 Suspend Contractor's performance under the Contract upon five 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.

4.16.3.1 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.

4.16.3.2 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.

4.16.3.3 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.

4.17 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.

4.18 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.

4.19 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 4.7 *Confidential Information Protection* and Section 4.9 *Confidentiality 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.

4.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this Contract. Contractor and his or her employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold himself/herself 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.

4.21 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.

4.22 LEGAL AND REGULATORY COMPLIANCE

4.22.1 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.

4.22.2 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.

4.22.3 Failure to comply with any provisions of this section may result in Contract termination.

4.23 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 or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

4.24 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.

4.25 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.

4.26 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 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 4.13 *Disputes*.

4.27 PAY EQUITY

4.27.1 Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), 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.

4.27.2 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.

4.27.3 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.

4.27.4 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.

4.27.5 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.

4.28 PUBLICITY

4.28.1 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.

4.28.2 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.

4.29 RECORDS AND DOCUMENTS REVIEW

4.29.1 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].

4.29.2 The Contractor must retain such records for a period of six years after the date of final payment under this Contract.

4.29.3 If any litigation, claim, or audit is started before the expiration of the six-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.30 REMEDIES NON-EXCLUSIVE

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

4.31 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.

4.32 RIGHTS IN DATA/OWNERSHIP

- 4.32.1 HCA and Contractor agree that all data will be owned by HCA. Data includes, but is not limited to, databases, documents, records, and reports to the extent provided by law.
- 4.32.2 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.
- 4.32.3 Contractor will not use or in any manner disseminate any Data to any third party, or represent in any way Contractor ownership of any such Data, without the prior written permission of HCA. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Data or any portion thereof, in any form, to any third party.

4.33 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.

4.34 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.

4.35 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.

4.36 SUBCONTRACTING

- 4.36.1 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 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.
- 4.36.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any subcontracts.
- 4.36.3 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.

- 4.36.4 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.
- 4.36.5 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.

4.37 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 Documents 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.

4.38 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 and be responsible for payment of all taxes due on payments made under this Contract.

4.39 TERMINATION

4.39.1 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 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."

4.39.2 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 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.

4.39.3 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 non-allocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.4 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.

4.39.5 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.

4.40 TERMINATION PROCEDURES

4.40.1 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.

4.40.2 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 4.13 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.

4.40.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:

- 4.40.3.1 Stop work under the Contract on the date of, and to the extent specified in, the notice;
- 4.40.3.2 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;
- 4.40.3.3 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;
- 4.40.3.4 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;
- 4.40.3.5 Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
- 4.40.3.6 Complete performance of any part of the work that was not terminated by HCA; and
- 4.40.3.7 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.
- 4.40.3.8 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.

4.41 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.

4.42 WARRANTIES

- 4.42.1 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.
- 4.42.2 Contractor represents and warrants that it shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 4.42.3 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

Spoken Language Statement of Work

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, HCA, DSHS, and DCYF.

1. General Requirements

Contractor Must:

- 1.1 Maintain a business location in the state of Washington;
- 1.2 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.
- 1.3 Publicly post to the Contractor's dedicated website for this contract, the hours of operation to provide assistance to Authorized Requesters and Interpreters by phone, email, fax, or other methods of communication during normal work hours as referenced in the contract.
- 1.4 Assume sole responsibility for all work performed under this Contract by:
 - a. The Contractor's employees, officers, directors, agents, representatives, associates; and
 - b. Interpreters.
- 1.5 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.
- 1.6 Adhere to the terms and conditions of the WFSE, AFSCME Council 28, Language Access Providers Collective Bargaining Agreement (CBA) (Exhibit D) 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
 1. Required documentation:
 - i. The authorized requestor, interpreter and the language agency or coordinating entity shall be required to complete the appointment work order form and that shall be the only basis for payment by the State and/or third parties, unless otherwise required by Medicaid regulations.
 - ii. DSHS may also require the completion of daily logs for block-time

appointments that list:

1. DSHS worker
 2. Name of each client;
 3. Type of service;
 4. Start and end time for each client;
 5. Start and end time of the block-time appointment; and
 6. Modality (if required)
- iii. For in-person, or block-time appointments, the appointment work order will indicate the authorized requestor's scheduled start and end times of the appointment. The State or its third parties must require authorized requestors and interpreters to sign or electronically submit the appointment work order form indicating:
1. The interpreter's start time per Article 6.3, Appointment times; and
 2. The interpreter's actual service end time.
- iv. Interpreters will have electronic capabilities to view the specific duration and date(s) for when the provided services or were scheduled to provide such services.
- v. 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 interpreters may choose their preferred form of notification.
- vi. Work order forms will include space for the authorized requestor to describe the department or field of services if known. Information supplied in this field will be limited by federal and state law regarding confidentiality of information. The work order form for home visits will include a field contact phone number, if available for purposes of the appointment only.
2. Electronic work order forms with incomplete times:
- i. When an authorized requestor has not electronically entered a start or end time for a job within two (2) business days after the date of service, the coordinating entity shall electronically notify the interpreter and the interpreter will submit their start and end time for verification.
 - ii. If an authorized requestor does not respond to the coordinating entity's notification of an incomplete electronic work order within thirty (30) calendar days of the appointment, then the interpreter's submitted start and end time will be the basis for payment by the State.
 - iii. 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.
3. Disputed times on electronic work order form:
- iv. If an authorized requestor does not respond to the coordinating entity's notification of a disputed electronic work order within thirty calendar days of the appointment, then the interpreter's submitted start and end times will be the basis for payment for the State.
- b. Article 6 – Economic Compensation
1. Definitions
 - i. In-person appointments are defined as appointments where an

interpreter is contracted to provide interpreter services face to face for a specific patient or client(s).

- ii. Block-time appointments are defined as DSHS appointments scheduled for a specific time period rather than for a specific patient or client on-site at a DSHS Economic Services or Children's Administration Office.
- iii. Family member appointment is an appointment where the same authorized requestor schedules two (2) or more appointments to see multiple family members. All family members seen during a Family Member appointment must have separately assigned job numbers and each job number will have a specific start and end time but will run concurrently. Each assigned job number shall appear in the electronic job posting. The interpreter shall be paid from the start of the first appointment through the end of the final appointment; however, the interpreter shall be paid at least the one (1) hour minimum for the family member appointment duration. The total time requested for a family member appointment cannot exceed ninety (90) minutes.

2. Rate of Pay

- i. In-person interpreting services rate of pay will be paid a minimum of forty-two dollars and twenty cents (\$42.20) per hour effective July 1, 2020.
- ii. In person DSHS and DCYF interpreter services will be paid an additional hourly premium of two dollars (\$2.00), excluding block-time appointments
- iii. Block-time appointments service rate of pay is thirty-one dollars (\$31.00) per hour

3. Appointment times

- i. For in-person appointments scheduled for HCA Medicaid; an interpreter will be paid for a minimum of one (1) hour for each in-person completed appointment.
- ii. For in-person scheduled for DSHS or DCYF an interpreter will be paid for a minimum of ninety (90) minutes for each in-person completed appointment.
- iii. For a family member appointment, an interpreter will be paid from the start time of the first appointment in the series through the actual end time of the last appointment in the series, or a minimum of one (1) hour, whichever is greater.
- iv. Block-time appointments will be scheduled for a minimum of two (2) hours, and interpreters will be paid for the duration of the scheduled block-time appointment.
- v. In-person, family member, or block-time appointments lasting longer than the minimum will be paid in fifteen (15) minute increments with any fraction of an increment rounded up to the nearest fifteen (15) minute increment.
- vi. The start time of the appointment will be the scheduled start time or the time the interpreter arrives, whichever is later. If the authorized requestor, 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.
- vii. An authorized requestor may include no more than a one (1) hour unpaid break within a single request for services, and only if the total duration of the appointment including the unpaid break is three (3) or more hours.

The break duration must be clearly indicated in the requested scheduled time and on the note section of the work order form for the interpreter.

4. No-shows and cancellations

- i. If an LEP client, patient or authorized requestor fails to show for in-person interpreting services or cancels six (6) hours or less before the start of the appointment, an interpreter will be paid thirty (30) minutes or seventy-five percent (75%), whichever is greater.
- ii. If the authorized requestor cancels twenty-four (24) hours or less and greater than six (6) hours before the scheduled start of the appointment, an interpreter will be paid thirty (30) minutes or fifty percent (50%), whichever is greater.
- iii. The twenty-four (24) hours for determining cancelled appointments shall not include weekends or state recognized holidays.
- iv. If any appointment within the series of family member appointments is a late cancellation or no-show, the interpreter will be paid for thirty (30) minutes. The total payment for cancellations for a family member appointment will not be greater than the total time requested.
- v. If an interpreter accepts a new appointment that overlaps a cancelled or no-show appointment, payment for the cancellation or no-show will be reduced by the replacement work. (this does not apply to individual appointments within a series of family appointment.)
- vi. Under no circumstances shall an interpreter be paid twice for the same period of time.
- vii. If an interpreter accepts a job more than four (4) hours from the scheduled start time and it is then cancelled within thirty (30) minutes of being accepted by the interpreter, the interpreter will not be eligible for payment as a no-show or cancellation.
- viii. If an appointment ends earlier than the originally scheduled time, an interpreter will be paid for seventy-five (75%) of the originally scheduled appointment length, or the completed appointment time, whichever is greater. Payment related to this section shall be capped at one-hundred thousand dollars (\$100,000) per year.

5. Extended Services

- i. 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. The interpreter that does not fulfil the appointment will be paid at the no-show and cancellation rate.

6. Reimbursements

- i. All parking, ferry, and toll costs for travel to the scheduled appointment and returning to the interpreter's home or place of business for an in-person or family appointment will be reimbursed upon submission of a receipt at the time the appointment is approved by the interpreter for payment. Reimbursements claimed will be for the sole purpose of providing services to DSHS, DCYF or HCA clients. Block-time appointments are excluded from these reimbursements.

7. Mileage

- i. DSHS and DCYF appointments are eligible for mileage reimbursement

under the following conditions:

1. The language access provider travels from their home or place of business to a social service appoint, from one social service appointment to another, or from a social service appointment to their home or place of business, and the travel is more than twenty (20) miles one way;
 2. The travel premium applies for travel beyond the first twenty (20) miles one way and is paid according to the OFM-approved mileage rate; and
 3. The language access provider submits a completed request for mileage reimbursement.
- ii. The travel premium paid by DSHS and DCYF combined during the period of July 1, 2020 and June 30, 2021 is capped at fifty thousand dollars (\$50,000).
 - iii. This applies to block of time and one-on-one in person social service appointments.
 - iv. The mileage reimbursement will end June 30, 2021.

c. Article 7 – Economic Process

1. Payment Timelines
 - i. Once the coordinating entity receives properly completed work order forms(s) and any applicable supporting travel related document for all appointments from a given day from the interpreter, the coordinating entity must remit it to either the HCA within ten (10) business days, or include it on an invoice to be received by DSHS by the tenth (10th) of the subsequent month.
 - ii. The coordinating entity will remit payment to the interpreter on the fifth (5th) and the twentieth (20th) of each month. Unless either the fifth (5th) or the twentieth (20th) day of the month falls on a Saturday, Sunday or state recognized holiday, in which case the date for distribution of payment shall be the prior business day if the date falls on a Saturday and the subsequent business day if the date falls on a Sunday or state recognized holiday. All funds received by the coordinating entity from the State on the first (1st) to the fifteenth (15th) calendar day will be remitted to the interpreter on the twentieth (20th) day of the same month. All funds received by the coordinating entity from the State on the sixteenth (16th) to the last calendar day of the month will be remitted to the interpreter on the fifth (5th) day of the following month.
2. Overpayment collection process
 - i. Overpayment to interpreter of two hundred dollars (\$200.00) or less:
 1. When the State or coordinating entity determine that an interpreter has been overpaid, the coordinating entity will provide the interpreter with an explanation of the overpayment, to include: job number, date of service, reason of overpayment, and repayment requirement, ten (10) business days prior to the first overpayment deduction
 2. The coordinating entity will deduct the overpayment from the subsequent distribution of payment to the interpreter.

3. In the event the subsequent distribution of payment is less than the overpayment amount, the amount will be deducted from additional payments to the interpreter until the overpayment is recovered.
- ii. Overpayment to interpreter of more than two hundred dollars (\$200.00)
 1. When the State or coordinating entity determine that an interpreter has been overpaid, the coordinating entity will provide the interpreter an explanation of the overpayment, to include: job numbers, dates of service, reason of overpayment, and the interpreter's rights pursuant to the CBA.
 2. The coordinating entity will allow the interpreter thirty (30) days to choose whether to pay back the overpayment through deductions of subsequent payment distributions or by a one-time payment made directly to coordinating entity.
 3. The interpreter will be allowed a minimum of six (6) months to repay the overpayment through direct deductions from the interpreter's distribution of payment.
 4. Additional repayment plans may be discussed between the coordinating entity and interpreter.
 5. In the event the interpreter does not repay the coordinating entity, the coordinating entity may seek other lawful methods to recover the outstanding amount.

2. Customer Service Requirements

The Contractor must:

- a. Provide Interpreter Services through direct written subcontracts with DSHS Certified, Authorized, or Recognized spoken language Interpreters. Interpreters must meet all criteria as set in section 6.5.
- b. Provide a mobile friendly web-based application to schedule pre-scheduled Interpreter Service Requests, including the ability for a bulk or mass upload feature.
- c. Upon receipt of a request from a Medicaid 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.
- d. Upon receipt of a request from a DSHS or DCYF Requester or from authorized staff, schedule, process, assign, and manage Interpreter Services in conjunction with a scheduled appointment.
- e. Requests submitted outside the web-based technology or bulk upload, are on an as needed or special circumstance basis. Requests may be submitted via email, telephone or facsimile transmission technologies as determined appropriate by the Contractor.
- f. Provide a local and toll-free number for Authorized Requesters.
- g. Provide a local and toll-free number for Interpreters.
- h. Provide staff and telephone lines to achieve 80% of all incoming calls, including hearing-impaired system calls, to be answered within 60 seconds during normal business hours (8:00am – 5:00pm Monday-Friday). Contractor must collect and provide data reports that demonstrate compliance.
- i. In cases of outages, emergency situations, Contractor will notify HCA within 24 hours of

identifying situation.

- j. A phone answering machine or electronic voice mail may be used when offered as an option to the Requester; however, Requesters shall be given the option of staying in queue to reach a staff person during regular business hours.
1. 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.
 2. Utilize and complete the appointment record form either electronically or in paper form for all appointment requests. The appointment record form will be made available on the Contractor's dedicated website for Requesters and Interpreters.
 3. Ensure Authorized Requesters document the arrival and departure times of the Interpreter. Requests may be submitted via email, telephone or facsimile transmission technologies as determined appropriate by the Contractor.
 4. Provide technology solutions that are OCIO compliant for check in/out such as cell phone applications, tablets, Quick Response Code (QR) or other solutions that meet the needs of Authorized Requesters and/or Interpreters.
 5. Monitor technology solutions and implement changes or new technologies to improve the check in/out process.
 6. Have the ability to send and receive electronic data files with HCA's ProviderOne system for the purposes of billing and the use of client eligibility inquiries, or build a retrieval system that interfaces with HCA's ProviderOne system.
 7. Have personnel policies that conform to federal, Washington State, and local statutes and ordinances.
 8. Update and make available all materials related to the program procedures, policy, or other documents within ten business days after receiving the change from HCA.
 9. 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.
 10. 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.
 - a. Contractor must report any Medicaid related ADA grievances immediately to HCA's Compliance officer at compliance@hca.wa.gov.
 - b. Contractor must provide a monthly report on any ADA related grievances/complaints received related to this contract.
 11. 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.
 12. Train Customer Services Center staff on client and Interpreter 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>
 13. 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.

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

3. Fill rates

- a. The Contractor is expected to maintain quarterly minimum fill rates for non-urgent requests in the following categories:
 - 1. Top 7 spoken languages
 - 2. Spoken Languages of High Demand, Lesser Diffusion
- b. The Contractor is expected to identify and assign an interpreter and fill all non-urgent requests at a minimum of 90% for each quarter.
- c. Top 7 languages include:
 - 1. Arabic
 - 2. Cantonese
 - 3. Korean
 - 4. Russian
 - 5. Somali
 - 6. Spanish
 - 7. Vietnamese
- d. Languages of High Demand, Lesser Diffusion
 - 1. For Languages of high demand, lesser diffusion (which include languages outside the top seven where there are 100 or more requests per year), the contractor is expected to identify and assign an interpreter and fill all non-urgent requests at a minimum of 70% for each quarter.
 - 2. Languages of Low Demand, Lesser Diffusion
 - 3. For Languages of low demand, lesser diffusion (which include languages outside the top 7 where there are less than 100 requests per year). The contractor is expected to attempt to identify and assign an interpreter to fill the request, and must be able to provide documentation of the attempt. In the event the request cannot be filled, the contractor is required to:
 - a. Provide proof the Contractor attempted to fill the job with Interpreters of the contract; and
 - b. Provide proof of outreach attempts for these rare languages; and
 - c. Outreach should be on a quarterly basis to various agencies, facilities, stakeholders, and organization groups.
- e. 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.

4. Information Requirements

The Contractor must:

- 4.1 Provide and maintain a dedicated website for Requesters and Interpreters to access information pertaining to the HCA Interpreter Services contract. The dedicated website at

a minimum must have the capacity to allow interpreters and requesters to have access to the following:

- i. A link to the web-based application for subcontractors and Authorized Requesters;
- ii. Information related to the Interpreter Services program;
- iii. A link to the HCA Interpreter Services webpage;
- iv. Contractor's contact information including:
 1. Telephone numbers;
 2. Mailing and physical addresses;
 3. Email addresses; and
 4. Fax numbers.
- v. Policies and procedures as approved by HCA relating to subcontractors and authorized Requesters.
- vi. Multi-media document materials including, but not limited to:
 1. Frequently asked questions and responses;
 2. Provider manuals;
 3. Brochures;
 4. Videos or Webinars, etc.
- vii. A list of all languages available per this Contract, including:
 1. County; and
 2. Number of Interpreters by language.
- viii. A list of languages by county under active recruitment.
- ix. All lists must be updated before the start of every quarter, beginning October 1, 2018.
- x. The secure web-based application must have the capacity to allow interpreters to:
 1. Review, accept, and reject appointments;
 2. Return appointments prior to 24 hours of the scheduled appointment online;
 3. Obtain and confirm appointment information and download to iCal or calendar through a software program;
 4. Approve appointments for payment;
 5. Dispute check-in and check-out times;
 6. Review payment invoices; and
 7. Review and respond to complaints

- xi. The secure web-based application must have the capacity to allow authorized requesters to:
1. Individually request, edit, and cancel appointments
 2. 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 interpreter.
 3. Upload bulk appointment requests
 4. Ability to duplicate appointment requests for clients/facilities
 5. Select the language and type of interpretation needed:
 - (a) Language and/or dialect if not listed.
 6. Select their administration origin:
 - (a) HCA;
 - (b) DSHS; or
 - (c) DCYF
 7. Select the appointment service type,
 8. Select a specific interpreter: such as gender, cultural requirements, medically necessary or other criteria deemed necessary by the provider.
 9. Ongoing treatments of medical conditions that may qualify as Medically Necessary to require a specific assigned Interpreter 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 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 interpreter will impact the effectiveness and efficacy of the treatment or procedure.
 10. Permit the 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.
 11. Check interpreter in and out per start and end time of each job
 12. Allow requester to provide feedback for interpreters.
 13. Send notifications to the requester whenever the appointment has a status change, or requester self-selected notification.
 14. Send appointment status updates to the 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; or
 - (d) Self-selected notification by requester.
 15. Contractor will send notification via email to requester when a start or end time has not been completed two business days after the date of service.

4.2 Notify the HCA Program Manager of any notifications to interpreters/requesters, including emails, Contractor's dedicated website content, procedure or policy change notices.

HCA reserves the right to review these documents five (5) business days before posting and Contractor may not post without prior written approval by HCA. All notifications that affect interpreters may require an additional three (3) day notification time for the Union input or changes. HCA will notify Contractor of approval.

- 4.3 Provide a link to the current CBA on the Contractor's dedicated website.
- 4.4 HCA reserves the right to request modifications to the Contractor's dedicated website.

5. Outreach and Education

The Contractor must:

- 5.1 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 utilize the bulk/mass upload feature for scheduling appointments
 - d. How to provide feedback on an Interpreter.
 - e. The Authorized Requester's roles and responsibility for verifying client eligibility and benefit coverage.
 - f. Guidelines for working with an interpreter.
 - g. The requester's legal responsibility to provide language access services.
 - h. How to request reimbursements
 - i. Specific Interpreter Requests
 - j. Requesting the appropriate Interpreter and language needs.
 - k. When a specific Interpreter request is valid.
 - l. When it is appropriate to request reimbursement for Behavioral Health (mental health and substance use disorder) services not filled by Contractor.
 - m. Reimbursement requirements, including 90-day billing timeline;
 - n. Availability of reimbursement request form;
 - o. How to submit the request for reimbursement.
 - p. Instructions on Block of Time requests for Community Service Offices (CSOs) and DCYF offices.
- 5.2 Provide targeted outreach to increase provider utilization. This includes specific regions, provider types, appointment types, organizations and other factors;
- 5.3 Offer quarterly webinar Requester orientations and instructional sessions. Related costs will be borne by the Contractor.

- 5.4 Additional online-based materials as deemed necessary by HCA.
- 5.5 HA reserves the right to review and approve all materials and require the Contractor to conduct additional outreach.
- 5.6 Provide outreach, technical assistance, and educational sessions to Interpreter to access the Interpreter Services program as outlined in Section 6.

6 Contracting with Interpreters

The Contractor must:

- 6.1 Provide Interpreter Services using only LAP, for HCA medical and DSHS and DCYF social service appointments.
- 6.2 Provide Orientation and education for performing services under this Contract. This includes ensuring Interpreters receive the required orientation prior to providing services under this Contract. The Orientation must include all of the following:
 - a. How to review, accept, and reject appointments, including appointments through text message and mobile contractor's dedicated website;
 - b. Code of Conduct;
 - c. HIPAA;
 - d. Incident Resolution process (IRP);
 - e. Payment dispute process;
 - f. Approve appointments for payment;
 - g. Timelines required for contract;
 - h. Immunization requirements for Medical Interpreters;
 - i. Eligibility requirements for Block of Time appointments;
 - j. DSHS Social Service appointments;
 - k. DCYF Social Service appointments;
 - l. HCA Medicaid appointments;
 - m. Travel expense reimbursement requirements; and
- 6.3 Require Interpreters to complete the appointment record form electronically or in paper form.
- 6.4 Require Interpreters to sign a Business Associate Agreement (BAA) specific to contract K2721 and agreement (see 4.7.3) to comply with HIPAA, code of professional conduct, and all applicable state and federal laws and the terms and conditions of this contract.
- 6.5 Maintain documentation that Interpreters have completed all required documents to provide services under this contract:
 - a. Are Certified, Authorized, or Recognized by DSHS LTC for spoken languages;

- b. Have a valid Washington State Unified Business Identifier (UBI) number or tax registration number;
- c. Sign and comply with the [DSHS Language Interpreter and Translator Code of Professional Conduct](#);
- d. Sign and comply with the incident resolution policy,
- e. Signed BAA,
- f. Copy of a Washington State background check, and
- g. Proof of immunization status for medical interpreters to include:
 - 1. Current season influenza vaccine as determined by the Washington State Department of Health (DOH).
 - a. No influenza vaccine is required outside of influenza season, which must begin on November 30 of that year, unless the DOH issues notice of a flue pandemic prior to the start of the flu season, and the flu season must end via declaration from DOH. Medical Interpreters may be eligible for assignments at any time after the current influenza vaccine is administered.
 - b. Additional vaccinations as determined by DOH, to treat pandemic alerts, such as the swine flu.
 - 2. Measles, Mumps, and Rubella (MMR) vaccine, two (2) doses, one (1) month apart, on or after the medical Interpreter's first (1st) birthday or proof of immunity, or proof of:
 - a. Rubella (German Measles) vaccine, and
 - b. Rubeola (hard measles) vaccine, and
 - c. Mumps vaccine, and
 - 3. Varicella (Chickenpox or Shingles) vaccine, two (2) doses, four (4) to eight (8) weeks apart or proof of immunity
 - 4. Tdap (Tetanus, Diphtheria, and Pertussis), one (1) dose on or after age 11, Td (Tetanus and Diphtheria), and
 - a. one (1) dose or Td every ten years after, or
 - b. proof of immunity, or
 - c. one (1) dose on or after age 11, Td (Tetanus and Diphtheria), and
 - d. Diphtheria vaccine, and
 - e. Pertussis vaccination
 - 5. Tuberculosis (TB) screening.
 - a. Documentation of annual:

- i. TB skin testing; or
 - ii. Quantiferon; or
 - iii. T-Spot lab test;
 - b. If any test is positive:
 - i. Documentation of one negative chest x-ray as soon as possible after the initial test; and
 - ii. Annual symptoms checklist completed and signed by the Interpreter's primary care provider.
6. Contractor must describe the immunization tracking procedures and process to HCA.
7. There are no exemptions from the immunization process for interpreters that fill Medicaid in-person health care appointments.
- 6.6 Contractor will use an HCA approved bi-annual monitoring plan for Interpreters. The monitoring plan must provide, at a minimum, how the Contractor will monitor and submit documentation when requested by HCA, see section 6.5:

7 Processing appointment

The Contractor must:

- 7.1 Provide a secure web-based application for requesting, cancelling, editing and verifying appointments for Interpreter Services for the Requester, including a bulk or mass upload feature and feature for reimbursement of Behavioral Health (MH and SUD) qualified claims.
- 7.2 Provide an alternate method to submit requests for services, such as phone, email, or fax when necessary. 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.
- 7.3 Provide a secure web-based application for accepting, returning and approving appointments for the Interpreter that is mobile friendly and/or including a mobile device application.
- 7.4 Assure that only Medical interpreters are assigned to Medicaid appointments
- 7.5 Assure that Social Service Interpreters are assigned to DSHS and DCYF appointments; However, if no Social Service interpreters are available, or the request is within 48 hours of the appointment, the contractor will offer appointments to Social and Medical interpreters.
- 7.6 The secure web-based application must have the capacity to allow requesters to:
 - a. Individually input, edit, and cancel appointments, including returned appointments,
 - b. Create a bulk or mass upload of new appointments,
 - c. Copy or duplicate appointment requests into a new appointment that can be edited as needed,

- d. Select the language and type of interpretation needed:
 - 1. Language and/or dialect if not listed.
- e. Select their administration origin, if necessary,
 - 1. HCA;
 - 2. DSHS; or
 - 3. DCYF
- f. Select the appointment service type,
- g. Select a specific Interpreter: such as gender, cultural requirements, medically necessary or other criteria deemed necessary by the provider,
- h. Ongoing treatments of medical conditions that may qualify as Medically Necessary to require a specific assigned Interpreter include:
 - 1. Continuing counseling sessions
 - 2. Applied Behavior Analysis therapy sessions
 - 3. Cancer treatments as requested by the Medicaid provider
 - 4. 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 Interpreter will impact the health outcome or effectiveness of the interaction.
 - 5. Effectiveness of treatment plan or any treatment or medical procedure where a change in Interpreter will impact the effectiveness and efficacy of the treatment or procedure.
- i. If HCA requests documentation of "Medically Necessary" from Contractor, Contractor must reach out to Authorized Requesters for documents and forward to HCA within 10 business days. If Contractor is unable to obtain documentation from Authorized Requester within 10 business days, they will notify HCA and HCA may take additional action, The Authorized Requester must maintain documentation supporting this determination.
- j. Confirm appointment status information in a daily summary format or by individual appointment that includes, at a minimum:
 - 1. If the request is filled;
 - 2. If the request cannot be filled;
 - 3. If the appointment is still in a pending status; and
 - 4. If the appointment has been returned by Interpreter.
- k. 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.

- l. Permit the Requester to cancel Behavioral Health (MH and SUD) appointments and be eligible for the reimbursement process or leave the appointment in pending status and continue attempting to fill the request.
 - m. Universal is prohibited from reassigning an HCA, DSHS or DCYF job request from an authorized requester to a private status or Category 3 status through Universal's private or DES contracts.
 - n. Send notifications to the Requester regarding appointment with a status change, or self-selected notification request by Requester, including:
 - 1. Jobs in a pending status three days after the requested date;
 - 2. Jobs in a pending status two weeks prior to the appointment date; and
 - 3. Jobs in pending status three business days prior to appointment date; or
 - 4. Self-selected notification request by Requester
 - o. Notification via email to Requester when a start or end time has not been completed two business days after the date of service. As defined in Section 2 of the Statement of Work.
- 7.7 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. Appointment type;
 - 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.

8 Secure Web-based Application

The secure web-based application must have the capacity to allow Interpreters to:

- a. Review, accept, and reject appointments;
- b. Return appointments prior to 24 calendar hours of the scheduled appointment;
- c. Obtain and confirm appointment information and download to iCal or calendar through a software program;
- d. Approve appointments for payment;
- e. Dispute check-in and checkout times;
- f. Review payment invoices; and

- g. Review and respond to complaints.

9 Contractor Timeframe

The Contractor must:

- 9.1 Process web-based requests for Interpreter Services Sunday through Saturday, twenty- four (24) hours a day, seven (7) days a week.
- 9.2 Post requests to the web-based application within one business day for DSHS/DCYF jobs and within one hour from and when Medicaid eligibility has been verified for HCA jobs;
- 9.3 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.
- 9.4 Contractor must provide real time updates on the status of requests to include whether they:
 - a. Have been filled;
 - b. Are pending to be filled, including how long it has been pending;
 - c. Have been returned by the 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.
- 9.5 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:
 - 1. Written requests for information.
 - 2. Requested reports.
 - 3. Changes and edits for material and programming proposals.
 - 4. Additional requests as documented in writing by the HCA program staff.
 - 5. Corrective Action Plans (CAPs).
 - b) One business day or nine business hours for all:
 - 1. Initial responses to Complaints reported.
 - 2. Initial notification of accidents or incidents affecting the health and safety, as outline in the code of ethics, of Medicaid, DCYF, or DSHS Clients.
 - 3. Requests for information during established legislative session.
 - 4. Requests for information during Collective Bargaining session.

- c) Immediately for all:
 - 1. Website or web-based application complications including:
 - a. Inability for Requesters or Interpreters to access the web-based application; and
 - b. Mainframe system failure.
 - 1. Eligibility issues
 - 2. NPI issues
 - 3. System outage
 - 2. Phone lines unavailable.
 - 3. Incidents as outlined in the incident resolution process that have HIPAA or Safety and Health violations.

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

The Contractor must:

- 10.1 Ensure that Medicaid Requests for Interpreter 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.
- 10.2 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;
 - b. From the downloaded Eligibility Data files supplied by HCA; or
 - c. Documentation from an authorized HCA representative.
- 10.3 Verify the Requester is an enrolled Medicaid participating provider with a valid NPI registered through HCA ProviderOne system or an enrolled DSHS or DCYF representative; and
- 10.4 Screen Urgent Medicaid eligible appointment requests received less than 24 hours in advance for eligibility, including validating the client and service, prior to providing Interpreter Services. Reject any requests that are for non-Medicaid enrollees or non-Medicaid providers.

11 Denials and Exceptions to a Request

The Contractor must deny the request if:

- 11.1 It does not come from a HCA, DSHS, or DCYF Authorized Requester.

For HCA Medicaid appointments:

- a. It is not for a Medicaid eligible client;
- b. It is not covered under the benefit service package; and

- c. It is not an eligible Medicaid enrolled Provider.

12 Direct Bills

- 12.1 When a HCA/Medicaid pre-scheduled request that was properly screened for eligibility is denied by ProviderOne, the Contactor must submit the direct bill report, section 16.11, and a request for payment using the established A19/A-55 Invoice voucher.
- a. HCA will issue immediate 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.
- 12.2 For all other denial reasons, the Contractor must bill the requestor for payment. The Contractor will;
- a. Treat the claims to be recovered from the requestor as a private arrangement between the Contractor and the requestor;
 - b. Bill the requestor immediately upon receipt of the denial from ProviderOne; and continuously attempt to recover payment for 90 calendar days;
 - c. After 91 calendar days, the Contractor may bill HCA for payment;
 - d. Make every attempt to recoup payment from the requestor for up to one year from the date of denial. All attempts must be documented. The process must be documented and include:
 - i. Sending statements to requesters monthly; Contacting requestors via letter, email, or phone call at least monthly; and
 - ii. Reimbursing the amount billed to HCA when the Contractor recovers payment from the Medicaid requestor
- 12.3 To receive payment from HCA when a requestor 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 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 16.11 and;
 - e. Continue to attempt to recover payment from the Medicaid requestor as described above.
- 12.4 When the Contractor receives payment from a requestor, 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.
- 12.5 HCA will not pay any denied claim if the error is on the part of the contractor. See eligible claims under State of Work (SOW) section 10.1.

13 Policies and Procedures

- 13.1 The Contractor must have documented policies, procedures, and/or manuals no later than October 1, 2018. The manuals must be reviewed and updated annually or when changes occur. All policies, procedures, and manuals must be available to HCA upon request. At a minimum, the Contractor must have the following:

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

1. Accessing the online system;
2. Scheduling process;
3. Billing process;
4. ProviderOne;
5. Provider reimbursement;
6. Administrative fee for DSHS, DCYF and HCA;
7. Block Time;
8. Communication plan;
9. A copy of HCA's Incident resolution process;
10. Payment dispute process for Interpreters; and
11. Outreach and Orientation

b. Subcontractors Manual will include at a minimum:

1. Accessing the online system;
2. Text message options;
3. Accepting, or rejecting appointments;
4. Billing process;
5. Block Time appointments;
6. Incident resolution process; and
7. Payment dispute process.

c. Authorized Requester Orientation materials will include at a minimum:

1. Navigating the web-based application;
2. Text message and email alerts;
3. Scheduling, editing, and cancelling appointments;
4. Billing process;
5. Reimbursement process;
6. Communication plan; and
7. HCA's Incident resolution/complaint process.

- d. Confidentiality and Nondisclosure policies and/or procedures that ensure compliance with all state and federal Confidentiality and Nondisclosure requirements.
- e. All Interpreter and Requester orientations and webinars are available on the contractor's dedicated website.
- f. Must have method for collecting, verifying, and monitoring immunizations required by HCA for medical interpreters.

The Contractor must explain in detail:

- 1. How they will validate/verify immunizations, testing, or proof of immunity;
 - 2. Stay informed on the flu season; and
 - 3. Notify medical interpreters of expiring immunizations, or new immunization requirements.
- g. Quality Assurance Plan (QAP): Develop a QAP that must describe:
- 1. Methods for monitoring, tracking and assessing the quality of services provided under this Contract.
 - 2. How the Contractor will identify and resolve issues related to Interpreter quality and/or performance.
 - 3. How the Requester or client-initiated concerns and/or complaints are processed.
- h. Disaster Preparedness and Recovery Plan that ensures, at minimum:
- 1. The ability to continue receiving Interpreter service requests and other functions required in this contract in the event the Contractor's Customer Service Center is rendered inoperable;
 - 2. Documentation of emergency procedures that include steps to take in the event of a natural disaster; and
 - 3. Employees at the Customer Service Center are familiar with the emergency procedures.
- i. HCA's current or revised Incident Resolution process

The incident resolution process and information must:

- 1. Be made available to all Authorized Requesters and Interpreters upon request;
- 2. Include the requirement that the Contractor must notify an Interpreter within ten (10) business days of receipt of any complaint by a Requester or Client;
- 3. Include procedures for:
 - a) Receiving, tracking and responding to complaints;

- b) Documenting and maintaining records of all complaints received as identified in section 12.4;
 - c) Resolving complaints that includes, at a minimum, the participation of the Contractor's Ombudsperson or assigned staff person to resolve complaints;
 - d) Interpreter's 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 an interpreter due to Safety and Health or HIPPA violations.
4. Include the requirement that the Contractor must:
- a) Provide written notice to the Interpreter three business days prior if any of the above corrective actions specified in 2.1.i.4 above are taken.
 - b) Notify HCA Interpreter Services Program Manager within 24 calendar hours, if an Interpreter must be immediately suspended due to a health and safety violation, as defined in the Interpreter code of ethics;
 - c) Include submittal of an initial written report documenting any allegations of misconduct by an Interpreter by the end of the next business day to the Interpreter Service Program Manager, or successor;
 - d) Include submittal of a final formal report, complete with actions taken, to the HCA Interpreter Services Program Manager, designee or successor within seven business days;
 - e) Require immediate notification to the HCA Interpreter Services Program Manager, of any request by Contractor to terminate an Interpreter because of the Contractor's corrective action policy.

14 Interpreter Services Tracking and Documenting Requirements

14.1 The Contractor must establish, maintain, and utilize an electronic data management system (such as a database or repository) that maintains all Contractor's Interpreter Service data related to the work performed under this contract.

14.2 The system must:

- a. Be user friendly and have an administrator user interface available to HCA staff to view and access all data;
- b. Provide real-time on-demand reports;
- c. Capture, document, and maintain data for the following at a minimum:
 - 1. Organization Index Code;

2. Control Number – Used to track the Request through the ProviderOne billing system from the time of Request through the billing/payment process;
3. Client’s ProviderOne ID number;
4. Client’s full name;
5. Authorized Requesters full name
6. Authorized Requesters NPI;
7. Authorized Requester’s contact information:
 - a. Phone number;
 - b. Email; and
 - c. Address (location of service)
8. Date of request;
9. Appointment date;
10. Appointment start and end time;
11. Appointment street address;
12. Appointment County;
13. Language requested;
14. Interpreter assigned date and time;
15. Interpreter’s information:
 - a. Full name;
 - b. Address;
 - c. Email;
 - d. Language(s); and
 - e. Unique identifier.
16. Specific Interpreter request:
 - a. Full Name; and
 - b. Unique Identifier.
17. Date and time services completed/cancelled/no-show;
18. Number of units billed;
19. Dollar amount of Interpreter service units billed;

20. Dollar amount of DSHS Interpreter service travel units billed;
21. Amount authorized for other fees incurred (parking, toll, ferry fees); and
22. Number of incidents received.

14.3 The web-based application must, at a minimum:

- a. Identify an approved request as “pending” until an Interpreter is assigned to the appointment.
- b. Identify requests that an interpreter gives back and returns to pending status;
- c. Identify the request as “filled” and include the name of the Interpreter when an Interpreter 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:
 1. Service request Job Number assigned;
 2. Date and time the appointment was canceled;
 3. Who canceled the appointment; and
 4. Reason the appointment was cancelled.
- f. Identify each appointment where one or more required party (Client/Requester/Interpreter) does not show for an approved appointment as:
 1. “Client no-show”;
 2. “Requester no-show”;
 3. “Interpreter no-show”.

15 Required Reports for IS Program Monitoring

The Contractor must submit the following monthly reports electronically to HCA by the 20th calendar day of the month following the month of service unless otherwise approved by the HCA Interpreter Services Program Manager, designee or successor.

- 15.1 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 30 seconds;
- g. Number of completed calls; and
- h. The amount of time the telephone system was inoperable in excess of one hour per incident.

15.2 Data report for Medicaid Interpreter Service requests that identifies:

- a. Unique job identifier/job number;
- b. Requesters name;
- c. Requesters location;
- d. Requesters contact phone number;
- e. Date and time of request;
- f. Client ProviderOne number;
- g. Job status;
- h. Filled date and time;
- i. Job location address;
- j. Interpreter unique identifier/name;
- k. Language
- l. Service type
- m. Date of service
- n. Start and end time
- o. Specific Interpreter request;
- p. Number of units billed;
- q. Travel fees (toll, ferry, parking);
- r. Paid amount; and
- s. Date paid by HCA

15.3 Monthly complaint Report that identifies:

- a. Unique job identifier;
- b. Date of service;
- c. Interpreter unique identifier/name;
- d. Level of complaint;
- e. Description of complaint;

- f. Interpreter response;
- g. Status of complaint; (in progress, verified, unverified, invalid);
- h. Complainant information (client, authorized requester, another Interpreter, etc.);
- i. Date resolved;
- j. Outcome; and
- k. Total number of complaints by level.
 - 1. High;
 - 2. Medium; and
 - 3. Low

15.4 Data report for all DSHS requests that identifies:

- a. Unique job identifier/job number;
- b. Requesters name;
- c. Requesters location;
- d. Requesters contact phone number;
- e. Requesters email;
- f. Program;
- g. Program number;
- h. Org title;
- i. County Program/Section;
- j. Fund;
- k. Date and time of request;
- l. Job status;
- m. Filled date and time;
- n. Job location address;
- o. Interpreter unique identifier/name;
- p. Language
- q. Service type
- r. Date of service
- s. Start and end time
- t. Number of units billed;
- u. Travel fees (toll, ferry, parking);and

- v. Paid amount.

15.5 Data report for all DCYF requests that identifies:

- a. Unique job identifier/job number;
- b. Requesters name;
- c. Requesters location;
- d. Requesters contract phone number;
- e. Program;
- f. Program number;
- g. Org title;
- h. County Program/Section;
- i. Fund;
- j. Date and time of request;
- k. Job status;
- l. Filled date and time;
- m. Job location address;
- n. Interpreter unique identifier/name;
- o. Language;
- p. Service type;
- q. Date of service;
- r. Start and end time;
- s. Number of units billed:
- t. Travel fees (toll, ferry, parking);and
- u. Paid amount.

15.6 Contractor will produce a monthly report of all DSHS/DCYF appointments paying mileage time, which will include:

- a. Unique job identifier;
- b. Date of service;
- c. Requesters name;
- d. Interpreter unique identifier/name;

- e. Language;
- f. Mileage units paid per visit; and
- g. Total amount paid.

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

- 15.7.1 Unique "cannot fill" job identifier;
- 15.7.2 Date of service;
- 15.7.3 Client ProviderOne number;
- 15.7.4 Requester name;
- 15.7.5 Interpreter unique identifier/name;
- 15.7.6 Language;
- 15.7.7 Units billed;
- 15.7.8 Tolls, fees, parking fees; and
- 15.7.9 Total amount paid.

15.8 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. The first annual report is due on July 1, 2019.

15.9 The Contractor must submit quarterly, an Outreach Activities Report (OAR) that summarizes outreach activities. The first report is due on October 1, 2018, and continuing quarterly based on the State Fiscal Year. The OAR will include at a minimum the following:

- 15.9.1 Name of organization;
- 15.9.2 Location of outreach;
- 15.9.3 Date of outreach;
- 15.9.4 Description of outreach activity;
- 15.9.5 Languages; and
- 15.9.6 List of attendees.

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

- 15.10.1 Unique job identifier/job number;
- 15.10.2 Requesters name;
- 15.10.3 Requesters location;
- 15.10.4 Requesters contact phone number;

- 15.10.5 Date and time of request;
- 15.10.6 Client ProviderOne number;
- 15.10.7 Job status;
- 15.10.8 Filled date and time;
- 15.10.9 Interpreter unique identifier/name;
- 15.10.10 Language
- 15.10.11 Service type
- 15.10.12 Specific Interpreter request;
- 15.10.13 Number of units billed;
- 15.10.14 Travel fees (toll, ferry, parking, mileage); and
- 15.10.15 Paid amount.

15.11 The contractor must submit a monthly report of all direct bills, with the following:

- 15.11.1 Unique identifier for request;
- 15.11.2 Date of service;
- 15.11.3 Billed amount;
- 15.11.4 Requester name;
- 15.11.5 Requester contact information;
- 15.11.6 Date billed;
- 15.11.7 Paid amount from requester (if any), and
- 15.11.8 Reimbursed amount to HCA

15.12 CBA required reports, per Article 12

Per Article 12 of the CBA, the contractor must submit reports to the Union and HCA as outlined below:

- a. Deduction Report: On the 20th 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 interpreter;
 - ii. Home address;
 - iii. Tax Identification number or other unique identification number; and

- iv. Total amount of each deduction.
- v. 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. Status Report: The contractor will provide to the Union a monthly report by email of the data list below for each interpreter in the bargaining unit who was paid through the contractor as described in the CBA.
 - i. Tax identification number or other unique identification number;
 - ii. Interpreter 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 modality; and
 - ix. Total amount deducted for each deduction type.
- c. 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 DSHS, DCYF and for HCA. The monthly report will be made available by the end of the subsequent month.

15.13 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.

16 Consideration of Payment – See also Section 3.3 of this Contract

16.1 Spoken Language In Person Interpreter Service Compensation as outlined in the CBA (exhibit D)

Rates:

- a. HCA and Family Member appointments will be paid a minimum of forty-two dollars and twenty cents (\$42.20) per hour.

DSHS and DCYF appointments will be paid a minimum of forty-two dollars and twenty cents (\$42.20)

DSHS and DCYF social service appointments effective July 1, 2019 are paid an additional hourly premium of two dollars (\$2) per appointment, excluding block-time appointments.

Fifteen-minute increments will be calculated as one unit equal to ten dollars and fifty-five cents (10.55) per unit.

- b. The length of time of the Interpreter Encounter is calculated in fifteen (15)

minute increments, rounded up to the nearest 15-minute increment, with a one hour minimum for regular HCA Medicaid appointments determined from: The time the Encounter started, until the time when the appointment actually concluded, with the following exceptions:

- i. When the Interpreter arrives early and the Requester, Interpreter, and the Client agree to begin earlier than the scheduled start time.
 - ii. When the Interpreter arrives late and the Encounter occurs, the Encounter time begins when the Interpreter arrives.
- c. The direct rate for Block of Time (BOT) appointments for DSHS/DCYF is \$31.00.
- d. Family Member Appointments must be calculated from the initial scheduled start time of the first appointment in the series, or when the Interpreter arrives after the scheduled start time, whichever is later, up to the actual end time of the last appointment in the series.
- i. Family member appointments must not exceed ninety (90) minutes for all appointments.
 - ii. Each family member must have a separate job number for the scheduled time. Example:

1st appointment: 11:00am to 12:00pm

2nd appointment: 12:00 pm to 12:30 pm

- iii. Payment will be issued to the Interpreter from the time of check-in until the last completed appointment, in this case one hour and thirty minutes (6 units).
- e. For DSHS/DCYF scheduled appointments, an Interpreter will be paid for a minimum of 90 minutes, regardless of the number of clients present and serviced during each appointment.
- f. DSHS Travel Premium Pilot

For DSHS/DCYF scheduled appointments only, Interpreters will be eligible for reimbursement of mileage expenses as follows:

- i. The Interpreter must travel more than twenty (20) miles one way from their home or place of business or from a DSHS/DCYF scheduled appointment to their home or place of business.
- ii. The interpreter submits a request for mileage reimbursement.
- iii. The travel premium applies for travel beyond the first 20 miles one-way and is paid according to the OFM approved mileage rate.
- iv. The mileage claimed has been verified and documented by the Contractor using a consistent method (e.g. MapQuest, Google, etc.).
- v. The travel premium paid by DSHS and DCF during the term of July 1, 2019 through June 30, 2021 is capped at fifty thousand dollars (\$50,000) per State Fiscal Year (SFY).

- vi. The contractor will supply a monthly report of all mileage for DSHS and DCYF jobs. The report will be due on the 20th day of each month following the month of service.
- g. Spoken Language appointment No-show and cancellations:
 - i. If a Client or Authorized Requester fails to show for interpreting services or cancels six hours or less before the start of the appointment, including in cases of error on the part of the Requester, State, or third parties, an Interpreter will be paid 30 minutes or 75%, whichever is greater. The process for rounding to 15-minute increments apply.
 - ii. If a client or authorized Requester fails to show for a DSHS or DCYF interpreting service or cancels six hours or less before the start of the appointment, the interpreter will be paid at 75% of the scheduled time or a minimum of 5 Units, whichever is more.
 - iii. If the Client, or Authorized Requester cancels 24 hours or less, and greater than six hours before the scheduled start of the appointment, including in cases of error on the part of the Requester, State, or third parties, an Interpreter will be paid 30 minutes or 50% of the time requested, whichever is greater. The process for rounding to 15-minute increments apply.
 - iv. DSHS and DCYF appointments cancelled 24 hours or less, and greater than six hours before the scheduled start of the appointment, will be paid 50% of the scheduled time or a minimum of 3 units, whichever is more.
 - v. If an Interpreter accepts a job more than four hours from the scheduled start time and it is then cancelled within 30 minutes of being accepted by the Interpreter, the Interpreter will not be eligible for payment as a No-show or late cancellation.
 - vi. If any appointment, within the series of Family member appointments, is a late cancellation or the Client or authorized Requester fails to show, the Interpreter will be paid for a minimum of 30 minutes. The total payment for cancellations for a family member appointment will not be greater than the total time requested.
 - vii. If the Interpreter accepts a new appointment that overlaps a cancelled or no-show appointment, payment for the cancellation or no-show appointment will be reduced by the replacement work. Under no circumstances shall an interpreter be paid twice for the same period of time. This section does not apply to individual appointments within a series of a family appointment.
 - viii. If an appointment ends earlier than the originally scheduled time, an interpreter will be paid for seventy-five percent (75%) of the originally scheduled appointment length, or the completed appointment time, whichever is greater. Payment related to this section shall be capped at one-hundred thousand dollars (\$100,000) per year for each fiscal year. The payment minimums apply.
 - ix. The 24 calendar hours for determining Cancelled Appointments shall not include weekends or state recognized holidays.

17. Medicaid reimbursement process

- 17.1 HCA will reimburse Medicaid authorized requestors for privately obtained interpreter services for Behavioral Health (BH) (MH and SUD) providers as described below.
- 17.2 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 (MH or SUD) services;
 - c. Must be a valid Medicaid eligible client;
 - d. Must be a valid Medicaid eligible service;
 - e. Must have an unfilled job number (or equivalent) from Contractor;
 - f. Must have proof of a paid Interpreter invoice made by authorized requester:
 - i. Certification of Interpreter credentialing is not required.
 - g. Must be submitted within 90 calendar days for the appointment
- 17.3 Contractor must verify all information is complete prior to submitting claim to ProviderOne.
 - a. Claims must be submitted with the appropriate modifiers to identify BH claims
 - i. U9 – Mental Health (MH),
 - ii. U8 – Substance Use Disorder (SUD)
- 17.4 The contractor will bill ProviderOne and provide reimbursement to authorized requesters following the CBA in-person rates.
 - a. Claims submitted to ProviderOne are prohibited from exceeding the amount payed by the authorized requester; and
 - b. Behavioral Health (MH or SUD: interpreter services are prohibited from exceeding the CBA rates.

Attachment 1

Confidential Information Security Requirements

1. Definitions

In addition to the definitions set out in Section 2 of this Contract K2474-03 for Face-to-Face Interpreter Services, the definitions below apply to this Attachment.

- a. "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.
 - i. Passwords for external authentication must be a minimum of 10 characters long.
 - ii. Passwords for internal authentication must be a minimum of 8 characters long.
 - iii. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- b. "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).
- c. "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.
- d. "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.
- e. "Transmitting" means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.
- f. "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.

- g. "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

- a. 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.
- b. 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:

- a. Data at Rest:
 - i. 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.
 - ii. Data stored on Portable/Removable Media or Devices:
 - 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.
 - 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:
 1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;

2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 3. Keeping devices in locked storage when not in use;
 4. Using check-in/check-out procedures when devices are shared;
 5. Maintain an inventory of devices; and
 6. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.
- b. 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.

- a. The HCA Confidential Information must be kept in one of the following ways:
 - i. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
 - ii. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
 - iii. in a database that will contain only HCA Data; or
 - iv. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
 - v. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.
- b. 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

When the Confidential Information is no longer needed, except as noted 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>).

- a. 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

FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

In the event federal funds are included in this agreement, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds, the Contractor may be designated as a sub-recipient and the effective date of the amendment shall also be the date at which these requirements go into effect.

- I. FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: Universal Language Services, Inc.
- a. *Source of Funds:* Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number **93.778** and amount to **\$5,916,504.00**. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract No. **K2474**.
 - b. *Period of Availability of Funds:* Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in **K2474**, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
 - c. *Single Audit Act:* A sub-awardee (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A sub-awardee who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.
 - d. *Modifications:* This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
 1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
 - i. Deviations from the budget and Project plan.
 - ii. Change in scope or objective of the agreement.
 - iii. Change in a key person specified in the agreement.
 - iv. The absence for more than three months or a 25% reduction in time by the Project Manager/Director.
 - v. Need for additional funding.
 - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
 - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
 2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
 - e. *Sub-Contracting:* The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.
 - f. *Condition for Receipt of Health Care Authority Funds:* Funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.

- g. *Unallowable Costs:* The sub-awardees' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.
- h. *Citizenship/Alien Verification/Determination:* The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
- i. *Federal Compliance:* The sub-awardee shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.
- j. *Civil Rights and Non-Discrimination Obligations* During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>

HCA Federal Compliance Contact Information

Federal Grants and Budget Specialist
 Health Care Policy
 Washington State Health Care Authority
 Post Office Box 42710
 Olympia, Washington 98504-2710

II. **CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **Universal Language Service, Inc.** The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

III.

| ENTITY TYPE | OMB CIRCULAR | | |
|---|--|-----------------|--------------------|
| | ADMINISTRATIVE REQUIREMENTS | COST PRINCIPLES | AUDIT REQUIREMENTS |
| State, Local and Indian Tribal Governments and Governmental Hospitals | OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 | | |
| Non-Profit Organizations and Non-Profit Hospitals | | | |
| Colleges or Universities and Affiliated Hospitals | | | |
| For-Profit Organizations | | | |

Definitions:

“Sub-recipient”; means the legal entity to which a sub-award is made and which is accountable to the State for the use of the funds provided in carrying out a portion of the State’s programmatic effort under a sponsored project. The term may include institutions of higher education, for-profit corporations or non-U.S. Based entities.

“Sub-award and Sub-grant” are used interchangeably and mean a lower tier award of financial support from a prime awardee (e.g., Washington State Health Care Authority) to a Sub-recipient for the performance of a substantive portion of the program. These requirements do not apply to the procurement of goods and services for the benefit of the Washington State Health Care Authority.

IV. STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Health Care Authority.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- b) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The contractor’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

Legal Services Manager
WA State Health Care Authority
PO Box 42700
Olympia, WA 98504-2700

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either

directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

- 1) By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter

into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- 4) The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
- 7) The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered

transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, Authority may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

- 1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by

- a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this contract had one or more

public transactions (Federal, State or local) terminated for cause or default.

- 2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

CONTRACTOR SIGNATURE REQUIRED

| | |
|---|-------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
| Please also print or type name: | |
| ORGANIZATION NAME: (if applicable) | DATE |

Attachment 3
Languages of High Demand more than 100

| Language |
|-------------------|
| Amharic |
| Burmese |
| Chinese |
| Dari |
| French |
| Mandarin |
| Nepali |
| Punjabi |
| Tigrinya |
| Ukrainian |
| Cambodian (Khmer) |
| Oromo (Oromifa) |
| Farsi (Persian) |

Exhibit C

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:
 - (a) Omit or add nothing;
 - (b) Give consideration to linguistic variations in both the source and target languages; and
 - (c) 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:
 - (a) 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;
 - (b) Not use the department's time, facilities, equipment or supplies for private gain or other advantage; and
 - (c) Not use or attempt to use their position to secure privileges or exemptions.
- (6) **Nondiscrimination.** Interpreters/translators must:
 - (a) Always be impartial and unbiased;
 - (b) 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
 - (c) 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:

- (a) Counsel, refer, give advice, or express personal opinions to the individuals for whom they are interpreting/translating;
- (b) Engage in activities with clients that are not directly related to providing interpreting and/or translating services to DSHS;
- (c) Have unsupervised access to DSHS clients, including but not limited to phoning clients directly, other than at the request of a DSHS employee;
- (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
- (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.

- (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
- (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:

- (a) Professional interpreter/translator training;
- (b) Continuing education; and
- (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.

COLLECTIVE BARGAINING AGREEMENT

Local 1671 
INTERPRETERS UNITED

THE STATE OF WASHINGTON

AND

**WASHINGTON FEDERATION OF STATE
EMPLOYEES, AFSCME COUNCIL 28, FOR
LANGUAGE ACCESS PROVIDERS**

EFFECTIVE

JULY 1, 2019 THROUGH JUNE 30, 2021



2019-2021

**WASHINGTON FEDERATION OF STATE EMPLOYEES, AFSCME
COUNCIL 28, FOR LANGUAGE ACCESS PROVIDERS
2019 - 2021**

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SIGNATURE PAGE

PREAMBLE

This document constitutes an Agreement by and between the Governor of the State of Washington (hereinafter referred to as the “State”) and the Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO, (hereinafter referred to as the “Union”) in accordance with the provisions of [RCW 41.56](#).

The parties enter into this Agreement acknowledging the following:

- The Union and the State share a common mission that the Department of Social and Health Services (DSHS), the Department of Children, Youth, and Families (DCYF) and Medicaid eligible Limited English Proficient (LEP) individuals have access to language services.
- The Collective Bargaining Agreement (CBA or Agreement) outlines the terms and conditions of the partnership between the State and the language access providers.
- Interpreting services are essential for Washington’s LEP residents to achieve quality health outcomes and receive access to DSHS and DCYF services.
- Nothing in this preamble shall be subject to the grievance process in this Agreement.

ARTICLE 1 UNION RECOGNITION

1.1 Recognition

The Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO is recognized as the sole and exclusive representative of language access providers who provide spoken language interpreter services for Department of Social and Health Services appointments, Department of Children, Youth, and Families appointments, or Medicaid enrollee appointments.

This Agreement shall also apply to any language access providers who are added to the bargaining unit by unit clarification, accretion and/or agreement of the parties.

1.2 Posting of Agreement

- A. The State will post the current Agreement electronically on the Office of Financial Management (OFM) State Human Resources Labor Relations Section (LRS) website.
- B. The State will post the LRS webpage address to the current Agreement on the Department of Enterprise Services webpage that contains information on vendor contracts impacted by this Agreement.
- C. Coordinating entities will post the LRS webpage link to the current Agreement on the webpage that is the primary interpreter access point.

ARTICLE 2 NON-DISCRIMINATION

2.1 The State and the Union are committed to a policy of non-discrimination. The State shall not discriminate with respect to matters specified in [RCW 41.56.510\(2\)\(c\)](#) on the basis of race, gender, gender expression, gender identity, sex, sexual orientation, creed, religion, color, marital or parental status, age, national origin, ancestry, military status, citizenship status, political affiliation and/or beliefs, or disability.

2.2 This Article shall not be construed as otherwise limiting or impeding the right of third parties and/or State agency representatives to select and/or contract with any interpreter based on the specific needs of the LEP client.

ARTICLE 3 UNION RIGHTS

3.1 The State shall remain neutral on the question of union membership and union representation for interpreters. All questions addressed to the State concerning membership or representation by the Union will be referred to the Union. The

State shall make union neutrality part of its contract terms with coordinating entity(s) who deliver services established by this Agreement.

3.2 The State shall not meet, discuss, confer, subsidize or negotiate with any other labor or language access provider organization or its representatives on matters relating to the bargaining unit specified in [RCW 41.56.510\(2\)\(a\)\(i\)](#).

3.3 The State will not, on account of membership or non-membership in the Union, discriminate against, intimidate, restrain or coerce an interpreter on account of the exercise of rights granted by this Agreement or in protected activities on behalf of the Union.

3.4 Privacy

Public records requests concerning language access providers shall be in accordance with the Public Records Act and other legal authority. The State agency receiving the request shall notify the Union of public records requests for the following identifying information of language access providers covered by this Agreement, as defined in [RCW 41.56.030\(10\)](#) and as provided to the State and/or coordinating entity by the language access provider: residential/business/ mailing address, telephone numbers, email addresses, and dates of birth. The State will redact language access providers' Social Security numbers on any document subject to a public records request. The notice to the Union shall be provided within seven (7) business days of the request to the State agency. This notification provision shall not be grievable. This section does not apply to information requests from governmental entities (city, county, state, federal, school districts, legislative, judicial, executive, etc.).

ARTICLE 4

PROFESSIONAL DEVELOPMENT AND TRAINING

4.1 The purpose of professional development and training requirements for interpreters is to maintain the skill levels interpreters possess at the time they pass their interpreter certification examination, and to further enhance their skills and knowledge. Both the State and the Union encourage interpreters to complete training and continuing education activities.

4.2 The State or its coordinating entities will:

A. Post a reference link to the National Standards on Culturally and Linguistically Appropriate Services (CLAS) on the coordinating entities' websites.

B. Post a reference link to the DSHS Language Interpreter and Translator Code of Professional Conduct on the coordinating entities' websites.

C. Post a reference link to the Union (Local 1671) website on the DSHS Language Testing and Certification (LTC) website.

- D. Annually distribute an electronic copy of the “DSHS Language Interpreter and Translator Code of Professional Conduct” to Medicaid medical providers.
- E. On a quarterly basis, make available to all authorized requestors an electronic tutorial guide on completion of work order forms.

4.3 Annual Communication to Authorized Requestors

A. Communication to Medicaid Medical Providers

After approval by the Union and the State, the State or its coordinating entities will annually distribute to Medicaid medical providers a one (1) page informational document relating to:

1. How the CBA applies to medical providers;
2. A reference to National Standards on CLAS;
3. A reference to the DSHS Language Interpreter and Translator Code of Professional Conduct;
4. A reference to Title VI of the Civil Rights Act of 1964;
5. A reference to the modalities available to authorized requestors, and suggestions to assist them in recognizing the circumstances when it is appropriate to use remote interpreting; and
6. Suggestions on how to work with interpreters.

B. Communication to Applicable DSHS and DCYF Employees/Authorized Requestors

After approval by the Union and the State, the State will annually make available to applicable DSHS and DCYF employees a one (1) page informational document relating to:

1. How the CBA applies to services covered by this Agreement;
2. A reference to National Standards on CLAS;
3. A reference to the DSHS Language Interpreter and Translator Code of Professional Conduct;
4. A reference to Title VI of the Civil Rights Act of 1964;
5. Suggestions on how to work with interpreters; and
6. A reminder for DSHS employees to schedule appointments through the coordinating entity.

4.4 Interpreter Advisory Group

- A. The parties to this Agreement agree to maintain a volunteer Interpreter Advisory Group to provide input to the State on its duties per [Chapter 388-03](#) WAC, Rules and Regulations for the Certification of DSHS Spoken Language Interpreters.
- B. Composition of the Interpreter Advisory Group
The DSHS Secretary or designee will make all appointments to the parties' eighteen (18) member Advisory Group to include:
1. One (1) designated representative each from DSHS, Department of Children, Youth, and Families (DCYF) Health Care Authority (HCA), the Department of Enterprise Services, and another agency;
 2. One (1) spoken language interpreter at large;
 3. One (1) physician licensed by the State under RCW Chapter [18.57](#), [18.29](#), or [18.71](#);
 4. One (1) hospital language access administrator;
 5. Two (2) representatives from immigrant or refugee advocacy organizations;
 6. One (1) member from the public;
 7. One (1) trainer from a higher education institution;
 8. Four (4) representatives from the Union, of which at least two (2) will be spoken language interpreters working under this Agreement; and
 9. Two (2) representatives from the DSHS Language Testing and Certification program (LTC).
- C. The Advisory Group shall meet a minimum of four (4) times per year, or more often as needed or as requested by DSHS.
- D. At least one member of every subcommittee of the Interpreter Advisory Group shall be a Union representative.

4.5 Orientation for DSHS Language Testing and Certification Applicants

DSHS LTC will post the testing date, site, and times on the LTC website.

- A. Written testing administered in a DSHS building
The State will make reasonable efforts to provide the Union access to a meeting space thirty (30) minutes after the start of written testing to provide information. If a meeting space is not available, the Union will be

granted access to the testing room thirty (30) minutes prior to the start of registration to provide the above information to testing applicants.

B. Written testing not administered in a DSHS building

The Union will be responsible for scheduling and costs associated with a meeting space to provide information to testing applicants. When the LTC program notifies testing applicants of their written testing location, they will also notify the applicants of the Union's meeting space location and times.

C. Brochure and Membership Card for Testing Applicants

The Union may provide a one (1) page brochure outlining information about the Union and this Agreement for distribution to testing applicants. Pursuant to [Article 12](#), Dues and Other Voluntary Deductions and Status Reports, the Union may provide a Union dues authorization card for distribution with the one (1) page brochure.

4.6 Interpreter Professional Development Offered by the Union

A link to trainings offered by the Union, including orientation to this Agreement, will be posted on the DSHS Language Testing and Certification (LTC) website. Upon request LTC will review the content of scheduled trainings and presentations offered by the Union to determine whether and to what extent they may be counted toward the continuing education requirements for maintaining LTC certification/authorization.

4.7 Interpreter Specialization and Endorsements

No later than July 1, 2020, the Interpreter Advisory Group will discuss the concept of an endorsements system for interpreters achieving significant additional training in a given specialty area. Areas of expertise considered for such endorsements might include, but would not be limited to, services requested by oncologists, cardiologists, mental health providers, family counseling meetings, drugs and alcohol rehabilitation meetings, and domestic violence related meetings. The Interpreter Advisory Group will review certification programs outside of the Language Testing and Certification (LTC) Program that may be used to create an endorsements system.

4.8 Review of Continuing Education Requirements

By or before October 1, 2019, the Interpreter Advisory Group shall meet to review and discuss the effectiveness and overall impact of the continuing education requirements described in [WAC 388-03-160](#) which took effect April 6, 2015. The meeting agenda shall include a review of the number and disposition of interpreters who failed to satisfy the requirements to maintain certification or authorization, and any measurable impact on appointment fill rates. The Interpreter Advisory Group will submit recommendations for future changes to the continuing education requirements to the Language Testing and Certification Program (LTC) by or before January 1, 2020.

ARTICLE 5 DOCUMENTATION

5.1 Required Documentation

- A. The authorized requestor, interpreter and the language agency or coordinating entity shall be required to complete the appointment work order form and that shall be the only basis for payment by the State and/or third parties, unless otherwise required by Medicaid regulations.
- B. DSHS may also require the completion of daily logs for block-time appointments that list:
 - 1. DSHS worker;
 - 2. Name of each client;
 - 3. Type of service;
 - 4. Start and end time for each client;
 - 5. Start and end time of the block-time appointment; and
 - 6. Modality (in person, video remote interpretation, telephone or translation etc.).
- C. All work order forms will be in electronic format, with the exception of appointments in the home or community, or when the electronic format is not available.

5.2 For in-person, or block-time appointments, the appointment work order will indicate the authorized requestor's scheduled start and end times of the appointment. The State or its third parties must require authorized requestors and interpreters to sign or electronically submit the appointment work order form indicating:

- A. The interpreter's start time per [Article 6.3](#), Appointment Times; and
- B. The interpreter's actual service end time.

5.3 Interpreters will have electronic capabilities to view the specific duration and date(s) for when they provided services or were scheduled to provide such services through the State's coordinating entity(s).

5.4 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 interpreters may choose their preferred form(s) of notification.

5.5 In order for the interpreter to fully prepare, work order forms will include space for the authorized requestor to describe the department or field of services if known. Information supplied in this field will be limited by federal and state law regarding confidentiality of information. The work order form for home visits will include a field contact phone number, for the State employee who will be present, if available, that may be used for the purpose of this appointment only.

5.6 Electronic Work Orders with Incomplete Times

When an authorized requestor has not electronically entered a start or end time for a job within two (2) business days after the date of service, the coordinating entity shall electronically notify the interpreter and the interpreter will submit their start and end time for verification.

If an authorized requestor does not respond to the coordinating entity's notification of an incomplete electronic work order within thirty (30) calendar days of the appointment, then the interpreter's submitted start and end time will be the basis for payment by the State and/or third parties. The interpreter will be asked to confirm the appointment start and end times.

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.

5.7 Disputed Times on Electronic Work Order

If an authorized requestor does not respond to the coordinating entity's notification of a disputed electronic work order within thirty calendar days of the appointment, then the interpreter's submitted start and end times will be the basis for payment by the State and/or third parties. The interpreter will be asked to confirm the appointment start and end times.

5.8 The electronic work order form completed by the authorized requestor will be the basis for payment. However, when completing an electronic work order form, the authorized requestor has the discretion to also complete a paper format of the work order form if requested by the interpreter. If there is dispute over the start or end times, the coordinating entity shall consider the paper format of the work order form. Decisions to not request the signing of a written form will not be a basis for judgment against an interpreter who grieves any part of this Agreement.

5.9 Background Checks

Before providing interpreter services under this Agreement and annually thereafter, the interpreter will submit to a criminal history background check conducted by the coordinating entity. The interpreter shall not pay more than the actual costs to conduct the background check. The coordinating entity will provide an electronic copy of the background check to the interpreter no more than seven (7) business days prior to the expiration of the background check.

ARTICLE 6

ECONOMIC COMPENSATION

6.1 Definitions

- A. In-person appointments are defined as appointments where an interpreter is contracted to provide interpreter services face to face for a specific patient or client(s).
- B. Block-time appointments are defined as DSHS appointments scheduled for a specific time period rather than for a specific patient or client on-site at a DSHS Economic Services or Children's Administration Office.
- C. Telephonic and video appointments are provided via telephonic or video remote technologies outside of block-time appointments.
- D. Family Member Appointment is an appointment where the same authorized requestor schedules two (2) or more appointments to see multiple family members. All family members seen during a Family Member appointment must have separately assigned job numbers. Each assigned job number shall appear in the electronic job posting. The interpreter shall be paid from the start of the first appointment through the end of the final appointment; however, the interpreter shall be paid at least the one (1) hour minimum. The total time requested for a family member appointment cannot exceed ninety (90) minutes.

6.2 Rate of Pay

- A. In-Person Interpreting Services
Interpreters covered by this Agreement who are contracted for in-person and family member appointments for spoken language interpreter services will be paid a minimum of forty-one dollars (\$41.00) per hour effective July 1, 2019, and a minimum of forty-two dollars and twenty cents (\$42.20) per hour effective July 1, 2020.

Interpreters will be paid a minimum of thirty-one dollars (\$31.00) per hour for block-time appointments.

- B. Telephonic and Video Remote Interpreting Services
Interpreters who provide services outside of facility or block of time appointments, 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.

- C. Social Service Appointment Premium
In-person interpreting services for DSHS and DCYF appointments, excluding block-time appointments, will be paid an additional hourly premium of two dollars (\$2.00).

6.3 Appointment Times

- A. Minimums/Durations
 1. For in-person appointments scheduled for HCA authorized requestors: An interpreter will be paid for a minimum of one (1) hour for each in-person appointment, regardless of the number of LEP clients present and served during each appointment.
 2. For in-person appointments scheduled for DSHS: an interpreter will be paid for a minimum of ninety (90) minutes for each in-person appointment, regardless of the number of LEP clients present and served during each appointment.
 3. For a family member appointment, an interpreter will be paid from the start time of the first appointment in the series through the actual end time of the last appointment in the series, or a minimum of one (1) hour, whichever is greater.
 4. Block-time appointments will be scheduled for a minimum of two (2) hours, and interpreters will be paid for the duration of the scheduled block-time appointment.
 5. In-person, family member, or block-time appointments lasting longer than the minimum will be paid in fifteen (15) minute increments with any fraction of an increment rounded up to the nearest fifteen (15) minute increment.
 6. An interpreter 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 an interpreter provides telephonic or video remote interpreting services longer than for the minimum, the interpreter will be paid in one (1) minute increments with any fraction of an increment rounded up to the nearest one (1) minute increment. There is no requirement for prescheduling with an interpreter 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 requestor 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.

B. 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 requestor, patient/client, and interpreter all agree to begin earlier than the scheduled start time, the interpreter will be paid from when they begin providing interpreter services.

C. Scheduled Breaks in Appointments

An authorized requestor may include no more than a one (1) hour unpaid break within a single request for services, and only if the total duration of the appointment including the unpaid break is three (3) or more hours. The break duration must be clearly indicated in the requested scheduled time. Comments in a “note” section of an online request for services will not be considered as a scheduled break. Block-time breaks/lunch shall be flexible and taken when practicable and in accordance with DSHS’ and DCYF’s business needs.

6.4 Refusal of Services

If the interpreter arrives for the appointment and a patient or authorized requestor refuses interpreting services, but is present for the appointment, the interpreter shall be paid per Article 6.5, No Shows and Cancellations.

6.5 No-shows and Cancellations

- A. If an LEP client, patient or authorized requestor fails to show for in-person interpreting services or cancels six (6) hours or less before the start of the appointment, including in cases of error on the part of the requestor, State, or third parties, an interpreter will be paid thirty (30) minutes or seventy-five (75%) percent, whichever is greater. The process for rounding to fifteen (15) minute increments set out in this Article will apply.
- B. If the authorized requestor cancels twenty-four (24) hours or less and greater than six (6) hours before the scheduled start of the appointment, including in cases of error on the part of the requestor, State, or third parties, an interpreter will be paid fifty percent (50%) of the time requested or thirty (30) minutes, whichever is greater. The process for rounding to fifteen (15) minute increments set out in this Article will apply.
- C. The twenty-four (24) hours for determining cancelled appointments shall not include weekends or state recognized holidays.
- D. If any appointment within the series of family member appointments is a late cancellation or the LEP client or patient or authorized requestor fails to show, the interpreter will be paid for thirty (30) minutes. The total payment for cancellations for a family member appointment will not be greater than the total time requested.

- E. If an interpreter accepts a new appointment that overlaps a cancelled or no-show appointment, payment for the cancellation or no-show appointment will be reduced by the replacement work under this Agreement, during the time for which the cancelled or no-show job was scheduled. Under no circumstances shall an interpreter be paid twice for the same period of time.

This section does not apply to individual appointments within a series of a family appointment.

- F. If an interpreter accepts a job more than four (4) hours from the scheduled start time and it is then cancelled within thirty (30) minutes of being accepted by the interpreter, the interpreter will not be eligible for payment as a no-show or cancellation.
- G. If an appointment ends earlier than the originally scheduled time, an interpreter will be paid for seventy-five percent (75%) of the originally scheduled appointment length, or the completed appointment time, whichever is greater. Payment related to this section shall be capped at one-hundred thousand dollars (\$100,000) per year for each year of this Agreement. The payment minimums described in Section 6.3 continue to apply.

6.6 Extended Services

If asked by an authorized requestor, an interpreter may choose, but not be required to stay beyond the scheduled end time of an appointment. If the interpreter chooses to stay at the request of the authorized requestor, the interpreter will be paid in accordance with this Article.

6.7 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. When more than one (1) interpreter shows up for an appointment, the coordinating entity or foreign language company will pay the interpreter who does not fulfill the appointment at the no-show and cancellation rate specified in [Article 6.5A](#).

6.8 Reimbursements

All parking, ferry, and toll costs for travel to the scheduled appointment and returning to the interpreter's home or place of business for an in-person or family appointment will be reimbursed upon submission of a receipt at the time the appointment is approved by the interpreter for submission to DSHS, DCYF or HCA for payment. Reimbursements claimed will be for the sole purpose of providing services to DSHS, DCYF or HCA clients. Block-time appointments are excluded from these reimbursements.

ARTICLE 7 ECONOMIC PROCESS

7.1 Punitive Fines

Brokers, language agencies and/or coordinating entity(s) will not issue punitive fines to interpreters for alleged infractions.

7.2 Payment Timelines

A. Billing the State

1. Coordinating Entity

Once the coordinating entity receives properly completed work order form(s) and any applicable supporting travel related documentation for all appointments from a given day from the interpreter, the coordinating entity must remit it to either the HCA within ten (10) business days, or include it on an invoice to be received by DSHS by the tenth (10th) of the subsequent month.

2. Language Agency

The language agency must remit properly completed work order forms and any applicable supporting travel documentation for services provided in the previous month or earlier to DSHS to be received by the tenth (10th) day of the subsequent month.

B. Remittance to Coordinating Entity or Language Agency

1. For DSHS Appointments

Once the invoice is received from the coordinating entity, or the language agency, DSHS will remit funds necessary to pay for an interpreter's services to the coordinating entity or the language agency within thirty (30) calendar days.

2. For HCA Appointments

Once the invoice is received from the coordinating entity, the Health Care Authority will generally remit funds necessary to pay for an interpreter's services to the coordinating entity within thirty (30) calendar days. In some instances, it may be necessary for the HCA to take more time than thirty (30) days to process remittance to the coordinating entity. The State shall be in compliance with this Article if:

- a. Remittance to the interpreter for ninety percent (90%) of all submitted payable invoices in the prior month is provided to the coordinating entity within thirty (30) days of the State's receipt of the invoice;
- b. Remittance to the interpreter for ninety-nine (99%) percent of all submitted payable invoices in the prior month is

provided to the coordinating entity within ninety (90) days of the State's receipt of the invoice; and

- c. Remittance to the interpreter for all other submitted payable invoices is provided to the coordinating entity within one hundred and eighty (180) days of the State's receipt of the invoice.

For purposes of this Article, a payable invoice means an invoice that can be processed without obtaining additional information from the provider of the service or from a third party. A payable invoice includes an invoice with errors originating in the State's claim system. However, a payable invoice does not include an invoice based on a work order submitted by an interpreter who is under investigation for fraud or abuse.

3. Regular Report of HCA Appointments

The HCA will provide a report to the Union by the tenth (10th) day of the month that includes:

- a. The total number of invoices submitted to the HCA in the prior month; and
- b. The total number of invoices for which remittance was already submitted to the coordinating entity; and
- c. For all invoices for which remittance was not submitted to the coordinating entity the following:
 - i. Date of the job on the invoice;
 - ii. Job number;
 - iii. Date submitted to the HCA by the coordinating entity;
 - iv. Amount of payment or reimbursement requested on each invoice; and
 - v. The interpreter who is requesting payment or reimbursement for each invoice.

C. Remittance to Interpreter

All payments will be remitted to the interpreter in accordance with [Section 7.3](#).

1. Coordinating Entity

The coordinating entity will remit payment to the interpreter on the fifth (5th) and twentieth (20th) of each month. Unless either the fifth (5th) or the twentieth (20th) day of the month falls on a

Saturday, Sunday, or recognized State Holiday, in which case the date for distribution of payment shall be the prior business day if the date falls on a Saturday and the subsequent business day if the date falls on a Sunday or recognized State Holiday. All funds received by the coordinating entity from the State on the first (1st) to the fifteenth (15th) calendar day will be remitted to the interpreter on the twentieth (20th) day of the same month. All funds received by the coordinating entity from the State on the sixteenth (16th) to the last calendar day of the month will be remitted to the interpreter on the fifth (5th) day of the following month.

2. Language Agency

The language agency will remit payment to the interpreter within seven (7) business days of receiving payment from DSHS.

7.3 Payment Delivery Method

Interpreters will have the options of receiving their paychecks directly through the postal service, or by direct deposit, or through another mutually agreed upon process, at no cost to the interpreter.

7.4 Pay Sheets or Pay Stubs

- A. All remittances to interpreters will indicate the total deductions per [Article 12](#), Dues and Other Voluntary Deductions and Status Reports, and describe the deductions as “union member dues” or “PEOPLE donation” or “voluntary deduction.”
- B. All remittances to interpreters will indicate the total for that remittance and the calendar year-to-date totals of the following items: gross pay, transportation reimbursements, and any deductions per [Article 12](#), Dues and Other Voluntary Deductions and Status Reports.

7.5 Overpayment Collection Process

- A. For an Overpayment of Two Hundred Dollars (\$200.00) or less
 - 1. When the State or its third party contractor(s) determine that an interpreter has been overpaid, the State or its third party contractor(s) will deduct the overpayment from the subsequent distribution of payment after providing ten (10) business days’ electronic notice to the interpreter of the upcoming deduction. In the event the subsequent distribution of payment is less than the overpayment amount, the amount will be deducted from additional payments to the interpreter until the overpayment is recovered.
 - 2. At the time the overpayment is withheld from the payment distribution, the interpreter will be supplied with the amount of the overpayment, the job number(s), and brief comment explaining the basis.

- B. For an Overpayment of more than Two Hundred Dollars (\$200.00)
1. When the State or its third party contractor(s) determine that an interpreter has been overpaid, the State or its third party contractor(s) will provide electronic notice to the interpreter which will include the following items:
 - a. The amount of the overpayment;
 - b. The basis for the assessment of an overpayment;
 - c. The job number(s); and
 - d. The interpreter's rights under the terms of this Agreement.
 2. Method of Repayment
 - a. Within thirty (30) calendar days of receiving the written notice, the interpreter must choose whether to pay back the overpayment through deductions of subsequent payments or by a one-time payment made directly to the third party contractor.
 - b. Deductions to repay an overpayment amounting to two hundred dollars (\$200.00) or more will take place over the subsequent six (6) pay periods, with equal payments each pay period.
 - c. The parties can mutually agree to a shorter period of time to repay the overpayment through deductions.
 - d. For overpayments amounting to two hundred dollars (\$200.00) or more, if the interpreter fails to choose between a one-time payment or equal payments over six (6) pay periods, the State will authorize its third party contractor(s) to make deductions from the interpreter's paycheck in equal payments over six (6) pay periods.
 - e. If after eight (8) pay periods since the date of the electronic notice, the overpayment has not been paid in full, the interpreter must repay the third party contractor the outstanding overpayment amount by check within thirty (30) days. In the event the interpreter does not repay the third party contractor, the third party contractor may seek other lawful methods to recover the outstanding amount.
- C. Appeal Rights
- Nothing herein prohibits the Union from grieving the determination or method of the overpayment collection per [Article 8](#), Grievance Procedure of the CBA between the parties.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 The Union and the State agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the State encourage problem resolution between interpreters, the State and/or third-parties and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

8.2 Terms and Requirements

A. Grievance Definition

A grievance is a dispute regarding the meaning or implementation of the provisions of this Agreement. The term “grievant”, as used in this Article, includes the term “grievants”. The Union may not grieve issues outside the scope of this Agreement.

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an interpreter or on behalf of a group of interpreters. If the Union does so, it will set forth the name of the interpreters or the names of the group of interpreters.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or State recognized holiday, the last day will be the next day which is not a Saturday, Sunday or State recognized holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in automatic withdrawal of the grievance. Failure by the State to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date upon which the incident occurred;
3. The specific Article(s) and Section(s) of the Agreement;

4. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
5. The specific remedy requested;
6. The name(s) of the grievant; and
7. The name and signature of the union representative.

If known, the Union will specify the State Agency (either DSHS or HCA) involved in the grievance; however, exclusion of this information shall not be the basis for dismissal of the grievance.

F. Resolution

If the State provides the requested remedy or a mutually agreed upon alternative, the grievance will be considered resolved and may not be moved to the next step.

G. Withdrawal

A grievance may be withdrawn at any time.

H. Resubmission

If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

I. Consolidation

The State and the Union may mutually agree to consolidate grievances arising out of the same set of facts.

J. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

K. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative mediation methods to resolve a grievance. If the parties agree to mediation, the time frames in this Article are suspended. If mediation does not result in a resolution, within fifteen (15) days of the last mediation session the Union may return to the grievance process and the timeframes resume. Any expenses and fees of mediation will be shared equally by the parties.

The proceedings of any alternative dispute resolution process will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the meeting. Statements made by or to any party or other participant in the meeting may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, and may not be construed for any purpose as an admission against interest, unless they are independently admissible.

8.3 Filing and Processing

A. Time Requirements for Filing

A grievance must be filed within forty-five (45) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence (“the occurrence/knowledge date”). If an interpreter chooses to use an informal dispute process of the State’s coordinating entity, and the coordinating entity’s decision through their informal dispute process is issued more than thirty (30) days from the occurrence/knowledge date, the timeline for filing a grievance shall be extended for fifteen (15) days from when the coordinating entity issues a decision. The Union may file a formal written grievance at Step 2 any time while the interpreter is using the informal dispute process.

B. Processing

Step 1 – Informal Resolution:

Prior to filing a written grievance, the Union may confer with the State’s designated representative and attempt to resolve the issue informally.

Step 2 – Written Grievance:

If the issue is not resolved informally, the Union may present a written grievance to the OFM State Human Resources Labor Relations Section (LRS) within the timeframe described in [Section 8.3 A](#). The LRS or the State designated representative will meet or confer by telephone with a union steward and/or staff representative and the grievant within twenty (20) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 3 – Pre-Arbitration Review Meetings:

If the grievance is not resolved at Step 2, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy of the Step 2 response and supporting documentation with the LRS within thirty (30) days of the Union’s receipt of the Step 2 decision. Within fifteen (15) days of the receipt of all the required information, the LRS will discuss with the Union:

1. If a pre-arbitration review meeting will be scheduled with the LRS designee, the State designated representative, and the Union’s staff representative, to review and attempt to settle the dispute.
2. If the parties are unable to reach agreement to conduct a meeting, the LRS designee will notify the Union in writing that no pre-arbitration review meeting will be scheduled.

If a pre-arbitration review meeting is to be scheduled, the meeting will be conducted at a mutually agreeable time. The meeting will be scheduled within thirty (30) days of the receipt of the request.

The proceedings of the pre-arbitration review meeting will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the meeting. Statements made by or to any party or other participant in the meeting may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, and may not be construed for any purpose as an admission against interest, unless they are independently admissible.

Step 4 – Arbitration:

If the grievance is not resolved at Step 3, or the LRS designee notifies the Union in writing that no pre-arbitration review meeting will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the pre-arbitration review meeting or receipt of the notice that no pre-arbitration review meeting will be scheduled.

C. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

D. Authority of the Arbitrator

1. The arbitrator will:
 - a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
 - b. Be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it; and
 - c. Not make any award that provides an interpreter with a greater rate of payment than would have resulted had there been no violation of this Agreement.
2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, through written briefs, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.
3. The decision of the arbitrator will be final and binding upon the Union, the State and the grievant.

E. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.
2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of their case. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.

8.4 Successor Clause

Grievances filed during the term of this Agreement will be processed to completion in accordance with the provisions of this Agreement.

**ARTICLE 9
UNION-MANAGEMENT COMMITTEES**

9.1 Purpose

For the purpose of maintaining communications between the Union and the State in order to cooperatively discuss matters of mutual concern, including but not limited to: implementation of this Agreement and proposed initiatives, rules or policies.

9.2 Meetings

Up to eight (8) Union representatives and up to eight (8) State representatives will participate in union-management committees established under this Article. If agreed to by the parties, additional representatives may be added. The parties are encouraged to select participants for these discussions who are representative of the issues to be discussed, who possess programmatic knowledge, and who bring to the discussion the authority to make decisions on behalf of the parties. The parties shall meet at least quarterly per fiscal year, unless otherwise mutually agreed. The schedule for the quarterly meetings for the fiscal year will be agreed upon by the parties by June 30 of the previous fiscal year. Meetings should be held at mutually convenient times and locations. The parties shall exchange

agendas one (1) week prior to the scheduled meeting. There shall be at least a two (2) week notice for rescheduled meetings.

- 9.3** Upon mutual agreement, ad hoc union management committees may be established.
- 9.4** All of the committee meetings established under this Article will be used for discussions only, and the committees will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The parties are authorized, but not required to document mutual understandings. If topics discussed result in follow-up by either party, communication will be provided by the responsible party. The committees' discussions will not be subject to the grievance procedure in [Article 8, Grievance Procedure](#).

ARTICLE 10

MANDATORY SUBJECTS

- 10.1** The State will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject as specified in [RCW 41.56.510\(2\)\(c\)](#). The State will notify the Executive Director of the Union of these changes in writing, citing this Article, and the Union may request negotiations on the impact of these changes. In the event the Union does not request negotiations within twenty-one (21) calendar days of receipt of the notice, the State may implement the changes without further negotiations. There may be emergency or mandated conditions that are outside of the State's control requiring immediate implementation, in which case the State will notify the Union as soon as possible.
- 10.2** The parties will agree to the location and time for the negotiations. Each party is responsible for choosing its own representatives for these activities.

ARTICLE 11

POLICIES AND REQUESTS FOR INFORMATION

11.1 State Policies

If DSHS, DCYF or HCA develops policies/guidelines affecting interpreters, DSHS, DCYF and HCA will provide the Union with either a hard or electronic copy of these policies/guidelines. DSHS, DCYF and HCA will provide to the Union any updates to these policies during the term of the Agreement. This Article is not intended to apply to internal personnel guidelines.

11.2 Union Information Requests

- A. The State agrees to provide the Union, upon written request, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement.

- B. The State will acknowledge receipt of the information request and will provide an estimated response date.

ARTICLE 12

DUES AND OTHER VOLUNTARY DEDUCTIONS AND STATUS REPORTS

12.1 Dues and Other Voluntary Deductions

- A. Interpreters covered by this Agreement who are contracted through the coordinating entity(s) with which the State contracts may elect to pay membership dues. The coordinating entity(s) will deduct the monthly amount of dues, for interpreters who elect to pay dues.
- B. The State agrees to include in contracts with the coordinating entity(s) a provision for up to two additional voluntary deductions from the payments to interpreters. An authorization for such voluntary deduction(s) must be executed by the interpreter and may be revoked by the interpreter at any time by giving written notice to the Union.
- C. On a monthly basis, the Union will deliver electronically to the coordinating entity(s) and the State an authorization/revocation list with the following information:
 - 1. Interpreter name authorizing the deduction(s) or revocation(s);
 - 2. Tax Identification Number or other unique identification number; and
 - 3. Monthly dollar amount to be deducted for each authorized deduction, identified as “Dues”, “Deduction #2” and “Deduction #3”. In the event there are insufficient funds to cover each deduction, Dues will have priority over Deductions #2 and #3, and Deduction #2 will have priority over Deduction #3. Full, partial or no deductions may occur, depending on the amount available from the interpreter’s pay.
- D. When providing the State and the coordinating entity(ies) with the list of interpreters who have affirmatively authorized the deduction of dues and any other amounts, the Union will include an attestation of the authenticity and accuracy of such list, indicating the Union has received voluntary, affirmative authorization from each individual listed. The State and the coordinating entity(ies) shall honor the terms and conditions of each interpreter’s signed membership card.
- E. An interpreter may revoke their authorization for dues deduction by written notice to the coordinating entity(ies) and the Union in accordance with the terms and conditions of their signed membership card. The coordinating entity(ies) will cease deducting dues after receipt of

confirmation from the Union that the terms of the interpreter's signed membership card regarding dues deduction revocation have been met.

- F. Upon request by the State, the Union shall provide the State with proof of an interpreter's affirmative authorization for dues deduction. The Union will provide this proof to the State within ten (10) business days, unless the request is for more than twenty-five (25) authorizations, in which case the parties will agree on an appropriate timeframe, which in no case will be longer than thirty (30) days.
- G. On the 20th of each month, deductions will be transmitted to the Union by the coordinating entity(s) 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(s) will provide a list accompanying the payment containing the following:
 - 1. Full name of interpreter;
 - 2. Home address;
 - 3. Tax Identification Number or other unique identification number; and
 - 4. Total amount of each deduction.
- H. Reimbursement for transportation related expenses will not be subject to dues deductions.

12.2 Notification to the Union

The State will require the coordinating entity(s) to notify the Union electronically when the interpreter completes all required paperwork to provide services under this Agreement. The notification to the Union will be provided on the fifth (5th) and twentieth (20th) days of each month. The notification shall include:

- A. Full name of interpreter;
- B. Home address;
- C. Cell phone number, if available;
- D. Home phone number, if available;
- E. E-mail if available; and
- F. Working language(s).

12.3 Status Reports

The State will require its contracts with the coordinating entity(s) to provide to the Union a report each month in an electronic format of the data listed in Subsections A-I below for each interpreter in the bargaining unit who was paid through the coordinating entity(s) as described in [Section 12.1](#).

- A. Tax Identification Number or other unique identification number;
- B. Interpreter name;
- C. Home address;
- D. Email if available;
- E. Cell phone number, if available;
- F. Home phone number, if available;
- G. Working language(s);
- H. Total amount of time and dollar amount paid for each month for each modality; and
- I. Total amount deducted for each deduction type.

12.4 For interpreters in the bargaining unit who are paid through other third parties or directly by the State outside the coordinating entity, the State will provide to the Union each month:

- A. The payment date;
- B. Vendor name; and
- C. Amount paid.

12.5 Indemnification and Hold Harmless

The Union and each interpreter contracted through the coordinating entity(s) agree, for the purpose of payment of union dues or other deductions, to indemnify and hold harmless from liability the State and the coordinating entity(s) (including any agency, officer, executive, employee, contractor or agent thereof) from all claims, demands, causes of action, lawsuits or other forms of liability (civil, administrative or otherwise) that may arise for or on account of any deduction made in accordance with this Article from the pay of such interpreter or in the administration of benefits or expenditures by the Union from the deductions. These indemnification and hold harmless provisions also apply to any beneficiary, assign or successor in interest of the Union or an interpreter.

12.6 Monthly Reports

The State will make available monthly reports delineating the number of encounters covered and the total dollars that were paid through the coordinating entity for DSHS, DCYF and for HCA. The monthly report will be made available

by the end of the subsequent month. The parties can mutually agree to adjust these reports on an as-needed basis. Electronic posting on a State website only meets the requirements of this Article if the State concurrently notifies the Union in writing (or email) of the posting.

ARTICLE 13 STATE RIGHTS

13.1 It is understood and agreed by the parties that the State has core management rights. Except to the extent modified by this Agreement, the State reserves exclusively all the inherent rights and authority to manage and operate its programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the State, and the State has the right to decide and implement its decisions regarding such management rights. Unless otherwise revised by statute, the mandatory subjects of bargaining between the parties shall be limited solely to:

- A. Economic compensation, such as manner and rate of payments;
- B. Professional development and training;
- C. Labor-management committees; and
- D. Grievance procedures.

The parties acknowledge that the mandatory subjects of bargaining listed above are the only subjects the parties are authorized to bargain.

13.2 Rights Reserved to the State

The rights reserved solely to the State, its agents and officials and to the extent these rights may be limited by other provisions of this Agreement as expressly provided herein include, but are not limited to the right:

- A. To operate so as to carry out the statutory mandates of the State;
- B. To establish the State's missions, programs, objectives, activities and priorities within the statutory mandates;
- C. To plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the State's missions, programs, objectives, activities and priorities; however, this paragraph shall not be interpreted to limit the Union's right to advocate for issues including, but not limited to budget allocations or programmatic changes that may be different from what the State may propose;
- D. To manage, direct and control all of the State's activities to deliver programs and services;

- E. To develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out;
- F. To establish qualifications of interpreters and reasonable standards of accountability, except as otherwise limited by this Agreement;
- G. To make and execute contracts and all other instruments necessary or convenient for the performance of the State's duties or exercise of the State's powers, including contracts with public and private agencies, organizations or corporations to pay them for services rendered or furnished;
- H. To determine the management organization, including recruitment, selection, retention and promotion to positions not otherwise covered by this Agreement;
- I. To extend, limit or contract out any or all services and/or programs of the State, except as otherwise limited under [Article 10](#), Mandatory Subjects, and specific to contracting out of bargaining unit work;
- J. To take whatever actions the State deems necessary to carry out services in an emergency. The State shall be the sole determiner as to the existence of an emergency in keeping with a reasonable and prudent standard;
- K. To modify any and all operations and work requirements in order to more efficiently and effectively provide services as a result of any existing and/or new laws, rules and regulatory provisions of state and/or federal origin which may in any way affect the State's ability to provide services;
- L. To determine the method, technological means and numbers and kinds of personnel by which operations are undertaken; and
- M. To maintain and promote the efficiency of public operations entrusted to the State.

13.3 The above enumerations of State rights are not inclusive and do not exclude other State rights not specified including, but not limited to those duties, obligations or authority provided under federal or state law and to the extent not otherwise expressly limited by this Agreement. The exercise or non-exercise of rights retained by the State shall not be construed to mean that any right of the State is waived.

13.4 No action taken by the State with respect to a management right shall be subject to a grievance or arbitration procedure unless the exercise thereof violates an express written provision of this Agreement.

13.5 Fulfillment of Statutory Obligation

As provided under [RCW 41.56.510](#)(5)(b), this Agreement expressly reserves:

The legislature's right to make programmatic modifications to the delivery of state services.

Nothing contained in this Agreement shall be construed as to subtract from, modify or otherwise diminish these rights in any manner.

**ARTICLE 14
COMPLETE AGREEMENT**

14.1 The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement. It is further understood that this Agreement fully and completely sets forth all understandings and obligations between the parties and constitutes the entire Agreement between the parties.

14.2 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral or written statement shall add to or supersede any of its provisions unless mutually agreed to by the parties and as otherwise provided for in this Agreement.

**ARTICLE 15
SAVINGS CLAUSE**

15.1 This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this Agreement, or the application of such provision to any person or circumstance be invalidated or ruled contrary to law by federal or state court, or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

15.2 In the event of such invalidation, the parties shall meet within thirty (30) days to negotiate a substitute provision. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

**ARTICLE 16
COMPLIANCE WITH FEDERAL REGULATIONS**

If any part of this Agreement is found to be in conflict with federal requirements that are a prescribed condition to the allocation of federal funds to the State, the conflicting part of this Agreement is inoperative solely to the extent of the conflict.

In the event of such conflict, the parties shall meet within thirty (30) days to negotiate a substitute provision. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

ARTICLE 17
TERM OF AGREEMENT

17.1 All provisions of this Agreement will become effective July 1, 2019, and will remain in full force and effect through June 30, 2021; however, if this Agreement expires while negotiations between the Union and the State are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date.

17.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2020, and no later than February 28, 2020. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WASHINGTON FEDERATION OF STATE EMPLOYEES
AND
STATE OF WASHINGTON**

Process for Feedback about Services Provided by Language Access Providers

The Health Care Authority welcomes input from the Union to improve the process of comments about services provided by language access providers. This input includes, but is not limited to, how interpreters and the Union are notified of feedback made to coordinating entity(ies) regarding services provided by interpreters.

For the State:

For the Union:

| | | | |
|------------------------|---------------|-------------------|---------------|
| /s/ | 6/22/2018 | /s/ | 6/22/2018 |
| _____ Robin Vazquez | _____ Date | _____ Jenny Ho | _____ Date |

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES**

Social Service Appointment Mileage Pilot

The parties agree to a Social Service Appointment Mileage Pilot that will be implemented during the term of this Agreement. The purpose of the pilot is to increase language access, and to increase the use of the more cost-effective coordinating entity procurement process instead of the language agencies contracted by the Department of Enterprise Services.

- A. Effective July 1, 2019, DSHS and DCYF will pay Language Access Providers mileage when the following criteria are met:
 - 1. The language access provider travels from their home or place of business to a social service appointment, from one social service appointment to another, or from a social service appointment to their home or place of business, and the travel is more than twenty (20) miles one way; and
 - 2. The language access provider submits a complete request for mileage reimbursement.
- B. The travel premium applies for travel beyond the first twenty (20) miles one way and is paid according to the OFM-approved mileage rate.
- C. Mileage distance calculations will be determined by the coordinating entity(s) using an HCA-approved web-based mapping service.
- D. The travel premium paid by DSHS and DCYF during the term of this Agreement is capped at fifty thousand dollars (\$50,000) for SFY 2020 and fifty thousand dollars (\$50,000) for SFY 2021.
- E. By January 31, 2020 the State will review the data associated with this pilot, to determine if this pilot reduces the State's use of the more costly DES-contracted language agencies. The State will look at fill rate data by language and geographic area for social service appointments as part of this review.
- F. While the pilot is active, the State will share the data analysis with the Union quarterly during Union-Management Communication meetings. The parties agree that the pilot status, outcomes, and issues or concerns about the pilot may be addressed at Union-Management Committee meetings.
- G. If the annual cap is reached, the State will notify the Union and will immediately send an email to all bargaining unit members regarding the exhaustion of funds for

mileage reimbursement. No requests for reimbursement will be paid once the cap is reached.

- I. Notwithstanding any of foregoing provisions, this pilot will terminate no later than June 30, 2021.

Dated: July 10, 2018

For the Employer

For the Union

/s/
Robin Vazquez

/s/
Jenny Ho

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

BETWEEN THE WASHINGTON FEDERATION OF STATE EMPLOYEES, AFSCME COUNCIL 28, FOR LANGUAGE ACCESS PROVIDERS AND THE STATE OF WASHINGTON.

Executed this 1st day of July, 2019.

/s/
Greg Devereux
Executive Director


/s/
Jenny Ho
Lead Negotiator

For the State of Washington:

/s/
Jay Inslee
Governor

/s/
Diane Lutz, Section Chief
OFM/SHR, Labor Relations Section

/s/
Robin Vazquez, Lead Negotiator
OFM/SHR, Labor Relations Section

| | | |
|--|--|---|
|  | CONTRACT AMENDMENT | HCA Contract No.: K2474 Amendment No.: 4 |
| THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below. | | |
| CONTRACTOR NAME Universal Language Service, Inc. | CONTRACTOR doing business as (DBA) | |
| CONTRACTOR ADDRESS 929 108 th Avenue NE, Suite 710 Bellevue, WA 98004-4769 | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 601-771-713 | |

WHEREAS, HCA and Contractor previously entered into a Contract for interpreter services, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to extend the term and add a Family Member Appointment Overpayment Process;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. The Term of the Contract is extended through June 30, 2024.
2. Section 2, *Definitions*, the following new definitions are added in alphabetical order:

“FMA Overpayments - Master” is the internal overpayment tracking and processing report created by Contractor using the HCA report “Overpayment Tracking – Interpreter Services – Qtrly Information from Universal.”

“Overpayment Tracking – Interpreter Services – Qtrly Information from Universal” is the report created by the HCA Financial Division that identifies all claims requiring adjustment in ProviderOne (“P1”) due to overpayment.

3. Schedule A, *Statement of Work*, the following new section 18 is added:

18. Family Member Appointment Overpayment Process

Family Member Appointments (FMAs) were incorrectly calculated by Contractor during the period of July 1, 2018 through April 2019; they were billed to HCA through P1 and paid to Interpreters creating an overpayment to the Interpreters. Contractor is responsible for the collection of the FMA overpayment and must identify LAPs and collect, adjust and track repayments. Contractor will also track any LAP they refer to outside collection processes if Interpreter fails to meet the repayment period.

The Family Member Appointment Overpayment Process outlined in this section 18 will expire May 30, 2024.

- 18.1 Contractor will provide detailed information on the report “FMA Overpayments-Master” identifying Interpreters and overpayments per identified claim. The report will include:
- a. Job number
 - b. Interpreter name/ID number,
 - c. Overpaid job data,
 - d. Overpaid amount per Interpreter,
 - e. Minimum pay period deduction,
 - f. Pay in full ‘by date’.
- 18.2 It is the responsibility of Contractor to ensure repayment is made using the HCA approved collection process identified as:
- a. Notify Interpreters of the total FMA overpayments, including:
 - i. Job numbers
 - ii. Total amount overpaid,
 - iii. Repayment plan options,
 - iv. Date of first repayment,
 - v. response due date,
 - b. In notifying Interpreters, Contractor will use the contractors approved method of notification,
 - c. Contractor will document LAP responses and save to LAP online file.
 - d. Contractor will offer the following repayment plans:
 - i. One-time payment, made directly to Contractor for the full amount. Payable within ninety (90) calendar days of Interpreter notification.
 - ii. Deductions of equal amounts per pay period, as follows:
 1. For Interpreters that owe up to \$799.99, a deduction of equal amounts for sixteen (16) pay periods will be allowed;
 2. For Interpreters that owe between \$800-\$999.99, a deduction of equal amounts for twenty (20) pay periods will be allowed, with payments not to exceed \$100 per month;
 3. For Interpreters that owe more than \$1000, a deduction of equal amounts until overpayment is recovered in full will be allowed, with payments not to exceed \$100 per month.
 - iii. Repayment by deductions will begin with the Interpreters May 5, 2021 pay statement.
 - iv. If at the end of the LAP repayment period and the overpayment has not been paid in full, the Interpreter must make a final payment for the outstanding balance to the Contractor within thirty (30) calendar days.
 - (1) In the event the Interpreter does not make final repayment, on the thirty-first (31st) calendar day, contractor may seek other lawful methods to recover the outstanding debt.
 - v. In the event the Interpreter does not make any payment under the available repayment plans within the first ninety (90) calendar days, on the ninety-first (91st) calendar day, Contractor

- vi. Contractor must consult with HCA prior to taking any other legal action with Interpreter, and HCA agrees not to unreasonably withhold consent to legal action.

- e. HCA is allowing a more lenient repayment timeline than eight (8) pay periods as described in the CBA. The repayment timelines are documented in the above repayment plans and only for the FMAs and interpreters identified on the “Overpayment Tracking – Interpreter Services – Qtrly Information from Universal.”

18.3 Repayment process:

Contractor is responsible to adjust overpaid claims through P1 and report all adjustments on the report provided titled “FMA Overpayments - Master.”

- a. Contractor will adjust the original claim once a payment is made by Interpreter.
- b. Contractor will adjust all overpaid claims using the original TCN through the P1 systems.
- c. To correct the claim, Contractor will adjust the claim with the approved adjusted amount.
- d. Contractor will update the “Overpayment Tracking – Interpreter Services – Qtrly Information from Universal” with the adjusted date.
- e. Contractor may submit corrected claims in batches or another method as determined by Contractor. The method Contractor uses must not alter the method for collecting overpayments from Interpreters as described above.
- f. If an Interpreter has not responded within ninety (90) calendar days from the notification date, or has not repaid the full overpayment within thirty (30) calendar days from the end of the Interpreter’s repayment period, per CBA Article 7.5.B.c, Contractor may seek other lawful methods to recover the outstanding overpayment amount from Interpreter. If after diligent and professional efforts to collect, Contractor is unable to recover overpayment amounts, Contractor will notify HCA of amounts deemed uncollectible, and after such notice, will adjust outstanding overpayments in P1 within sixty (60) days to repay HCA on uncollectible amounts.

18.4 Reporting

- a. HCA will provide to Contractor the “Overpayment Tracking – Interpreter Services – Qtrly information from Universal.” Contractor will document the date each claim has been adjusted on the report and return to HCA on a quarterly basis.
- b. Each quarter, Contractor must document the date the claim was submitted with the corresponding Job Number documented on the file. The file must be submitted to HCA no later than the 5th business day of the month following the end of each quarter. The reporting periods are:
 - i. January—March
 - ii. April—June
 - iii. July—September

- iv. October—December
- c. Contractor will create and maintain a tracking system to be available to HCA upon request. The tracking system will document at a minimum:
 - i. Interpreter’s name
 - ii. Interpreter repayment selection
 - iii. Interpreter repayment period final due date
 - iv. Job numbers
 - v. Date job corrected in P1
 - vi. Date of each Interpreter payment or deduction
 - vii. Amount of each payment or deduction
 - viii. Interpreter outstanding balance
- d. These records must have appropriate accounts receivable/payable documentation and must clearly match up with the overpayments owed by each Interpreter and the P1 corrected claims and report described above. These records must be readily available upon request.
- e. Failure to comply will result in a corrective action which may include, but is not limited to, withholdings of monthly administrative payment as outlined in section 3.6, Performance Incentives and Penalties.

- 4. This Amendment will be effective as of the last date of signature shown below (“Effective Date”).
- 5. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
- 6. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

| | | |
|---|---|--------------------------|
| CONTRACTOR SIGNATURE DocuSigned by: <i>Elena Vasilier</i> | PRINTED NAME AND TITLE CEO and President | DATE SIGNED 3/26/2021 |
| HCA SIGNATURE DocuSigned by: <i>Annette Schuffenhauer</i> | PRINTED NAME AND TITLE Rachelle Amerine, Contracts Administrator | DATE SIGNED 3/16/2021 |

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|---|---|---|
|  | <p align="center">PROFESSIONAL SERVICES CONTRACT for Spoken Language Interpreter Services Restated Amendment 5</p> | <p>HCA Contract Number: K2474 Amendment: 5 Resulting from Solicitation Number: RFP 2474</p> |
|---|---|---|

THIS AGREEMENT is made by and between Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Contractor."

| | | | | |
|--|--|---|---|-------------------------------|
| CONTRACTOR NAME Universal Language Service, Inc. | | CONTRACTOR DOING BUSINESS AS (DBA) | | |
| CONTRACTOR ADDRESS Street 929 108 th Avenue NE Suite 710 | | City Bellevue | State WA | Zip Code 98004-4769 |
| CONTRACTOR CONTACT Elena Vasiliev | | CONTRACTOR TELEPHONE 888-462-0500 | CONTRACTOR E-MAIL ADDRESS Elenav@ulsonline.net | |
| Is Contractor a Subrecipient under this Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | CFDA NUMBER(S): 93.778 | 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, Contracts Manager | HCA CONTACT ADDRESS Health Care Authority 626 8 th Ave SE PO Box 45530 Olympia, WA 98504-5530 |
| HCA CONTACT TELEPHONE (360) 725-0769 | HCA CONTACT E-MAIL ADDRESS katherine.templet@hca.wa.gov |

| | | |
|---|--|---|
| CONTRACT START DATE June 6, 2018 | CONTRACT END DATE June 30, 2024 | TOTAL MAXIMUM CONTRACT AMOUNT Admin fee: \$8,874,756 Amendment 2 OPI Emergency Funding not included in this |
| AMENDMENT 5 START DATE July 1, 2021 | AMENDMENT 5 END DATE June 30, 2024 | TOTAL MAXIMUM CONTRACT AMOUNT FOR AMENDMENT 5 PERIOD OF PERFORMANCE (7/1/2021 – 6/30/2022) Admin fee: \$4,437,378.00 Amendment 2 OPI Emergency Funding not included in this total |

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 DocuSigned by: <i>Elena Vasiliev</i> | PRINTED NAME AND TITLE Elena Vasiliev, President and CEO | DATE SIGNED 7/1/2021 |
| HCA SIGNATURE DocuSigned by: <i>Annette Schuffenhauer</i> | PRINTED NAME AND TITLE Annette Schuffenhauer, Chief Legal Officer | DATE SIGNED 7/1/2021 |

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Schedules

- Schedule A: Statement of Work (SOW) Spoken Language Interpreter Services
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**Schedule B expired and is not included in this restatement*

Attachments

Attachment 1: Language of High Demand more than 100

Exhibits

- Exhibit A: HCA RFP 2474 for Face-to Face Interpreter Services
- Exhibit B: Universal Language Service, Inc. Response to HCA RFP 2474
- Exhibit C: Interpreter Code of Professional Conduct
- Exhibit D: WFSE, AFSCME council 28, Collective Bargaining Agreement

Note: Exhibits A and B are not attached but are available upon request from the HCA Contracts Administrator.

Recitals

The state of Washington, acting by and through the Health Care Authority (HCA), issued a Request for Proposal (RFP) dated December 18, 2017, (Exhibit A) for the purpose of purchasing services for Interpreter Services in accordance with its authority under chapters 39.26 and 41.05 RCW.

Universal Language Service, Inc. submitted a timely Response to HCA's RFP2474 (Exhibit B).

HCA evaluated all properly submitted Responses to the above-referenced RFP and has identified Universal Language Service, Inc. as the Apparent Successful Bidder.

HCA determined that entering into a Contract with Universal Language Service, Inc. met HCA's needs and will be in the State's best interest.

NOW THEREFORE, HCA and Universal Language Service, Inc. wish to amend and re-state Contract K2474. This is a re-stated Contract, the terms and conditions of which will govern Contractor's providing to HCA the services for Interpreter Services in accordance with its authority under chapters 39.26 and 41.05 RCW.

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

1. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Schedule A: Spoken Language *Statement of Work*

2. DEFINITIONS

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

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

"Allowable Interpreter Service Units" means the number of Units of interpreting authorized for payment by the Contractor.

"Appointment Record" means the electronic or paper form used by the Requester, the Interpreter, 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.

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

- a. Department of Social and Health Services (DSHS) staff; or
- b. Contracted Healthcare Providers who are authorized by Health Care Authority (HCA) to make requests; or

- c. Contracted Health Home providers directing patient-centered care to care coordinators; or
- d. Department of Children's, Youth, Family's (DCYF) staff; or
- e. Health Care Authority (HCA) program managers.

“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.

“Block of Time Appointment” means a method of scheduling an Interpreter for a specific time period, with a minimum of two hours, rather than for a specific appointment or specific client, to meet the needs of several Social Service clients that speak the same language.

“Bordering 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 in contract includes Business Associate’s employees, agents, officers, Sub-Contractors, third party Contractors, volunteers, or directors.

“Business Days and Hours” 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.

“Cancelled Appointment (non-billable)” means a Request that has been filled, and is canceled by the Requester beyond twenty-four (24) calendar hours prior to the appointment date and time.

“Cancelled Appointment (billable)” means a Request that has been filled, and is canceled by the Requester (24) calendar hours or less prior to the appointment date and time.

“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/Clients” means any person needing language access services and determined eligible for, and/or receiving services from HCA, DSHS, or DCYF. 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).

“Code of Federal Regulations (CFR)” means the codification of the general and permanent rules published in the Federal register by the executive departments and agencies of the Federal Government. All references in this contract to CFR chapters or sections include any successor, amended, or replacement regulations. 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 Interpreters when providing services under this contract. See Exhibit C, 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.

“Completed Request” means a job request where the client, interpreter and provider were all in attendance and services were provided.

“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 Manager(s)” means the assigned manager of HCA referred to herein as the HCA Interpreter Program Manager and the manager’s designees within the Health Care Authority, Interpreter Services Program.

“Contract mileage reimbursement rate” means the prevailing mileage rate as established by the Office of Financial Management (OFM) per the Collective Bargaining Agreement (CBA).

“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 to include, but not limited to databases, documents, records, and reports.

“Department of Children, Youth, and Families or “DCYF” means the Washington State agency responsible for overseeing services to children and families that was previously offered through the Children’s Administration/DSHS and Department of Early Learning (DEL); effective July 2019 Juvenile Rehabilitation Administration and Child Care Subsidy Program (both previously with DSHS) joined

DCYF.

“Department of Social and Health Services” or **“DSHS”** means the Washington State agency responsible for providing a broad array of health care and social services and its employees and authorized agents

“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.

“Direct Costs” means as defined by the State Administrative and Accounting Manual (SAAM) as costs that include direct materials and labor.

“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 Data” means client personal information as provided by ProviderOne system.

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

“Family Member Appointments” Family Member appointment is an appointment where the same authorized requestor schedules two (2) or more appointments to see multiple family members. All family members seen during a Family Member appointment must have separately assigned job numbers. Each assigned job number shall appear in the electronic job posting. The interpreter shall be paid from the start of the first appointment through the end of the final appointment; however, the interpreter shall be paid at least the one (1) hour minimum. The total time requested for a family member appointment cannot exceed ninety (90) minutes.

“FMA Overpayments - Master” is the internal overpayment tracking and processing report created by Contractor using the HCA report “Overpayment Tracking – Interpreter Services – Qtrly Information from Universal.”

“Force Majeure” means an occurrence that is beyond the control of either party affected and could not have been avoided by exercising reasonable diligence. Force majeure includes acts of God, war, riots, strikes, fire, floods, terrorism, epidemics, or other similar occurrences.

“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.

“In-person” means the physical presence of the individuals specified for the appointment.

“Indirect Costs” as defined by State Administrative and Accounting Manual (SAAM) as costs that cannot be directly charged to an activity (e.g. depreciation and other administrative and support costs).

“Integrated Managed Care” or “IMC” means the Apple Health managed care plans that coordinate physical health, mental health, and substance use disorder treatment services to help provide whole-person care under one health plan.

“Interpreter” means a language access provider (LAP) who completes HCA Medicaid, DSHS, and DCYF appointments through this contract.

“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.

“Interpreter Service Provider Agreement” (ISPA) is the contract document between the coordinating entity and the language access provider (LAP) to outline the contract requirements required by HCA.

“Language Access Provider (LAP)” (RCW 41.56) means any independent contractor who provides spoken language interpreter services for Department of Social and Health Service, Department of Children, Youth and Families, or Medicaid enrollee appointments.

“Language Testing and Certification Program (LTC)” means the section within DSHS that is responsible for the administration of testing and certification in foreign languages for DSHS employees, contracted LAPs and translators.

“Languages of lesser diffusion” or Minority languages, (in the US), are those languages for which there are not many speakers in the local country but for which there are real language access needs. Requests are less than 100 per year per language.

“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, 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.

“Non-urgent requests” means an appointment requested 2 or more business days in advance of the scheduled appointment date and time.

“No-Show” means the result of a Client, HCA employee, DSHS or DCYF employee, LAP, or health care provider not keeping an appointment and failing to cancel the appointment.

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

“Over-the-phone” or “OPI”: using telephone technology services to schedule calls to enable more than one individual to participate in a call in different locations.

“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.

“Overpayment Tracking – Interpreter Services – Qtrly Information from Universal” is the report created by the HCA Financial Division that identifies all claims requiring adjustment in ProviderOne

("P1") due to overpayment.

"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.

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

"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.

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

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

"Urgent Request" means Interpreter 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.

"Pre-Scheduled Request" means a Request for Interpreter Services received in advance of the scheduled appointment time.

"Unable to Fill Request" means any Request for Interpreter Services that is within the scope of this Contract but remains unfilled after the Requested appointment time.

"Response" means Contractor's Response to HCA's RFP #2474 for Face-to-Face Interpreter Services and is Exhibit B.

"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/>.

"RFP" means the Request for Proposal used as the solicitation document to establish this Contract, including all its amendments and modifications and is Exhibit A hereto.

"Service Cost" means the actual total cost (Interpreter Service payment, mileage, and other expense reimbursement) of providing Interpreter 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 and Schedule B hereto.

“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”.

“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 = 15 minutes of time.

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

“Unallowable charges” means claims for services not approved for payment in this Contract, and which will not be reimbursed by HCA.

“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/wacl/>.

“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 LAP 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.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

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

- 3.1.1 All sections of the Statement of Work, to include;
- 3.1.2 In-depth knowledge of current and replacement Collective Bargaining Agreements (CBA), AFSCME Council 28, Language Access Providers
- 3.1.3 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;
- 3.1.4 Use of professional judgment;
- 3.1.5 Collaboration with HCA staff in Contractor’s conduct of the services;

- 3.1.6 Conformance with HCA directions regarding the delivery of the services;
- 3.1.7 Timely, accurate and informed communications;
- 3.1.8 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.9 Regular, punctual attendance at all meetings; and
- 3.1.10 Provision of high quality services.

3.2 TERM

- 3.2.1 The initial term of the Contract commenced on June 6, 2018 and will 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).
- 3.2.2 This Contract may be extended through June 30, 2026 in three two-year periods, as 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 4.3 Amendments, of this Contract.
- 3.2.3 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.

3.3 COMPENSATION

Total administrative consideration payable to the Contractor for satisfactory performance of the work under this contract for the full six-year term shall not exceed a maximum of **\$8,874,756. This total does not include the Amendment 2 Urgent Health Crisis Over-the-Phone Interpreter (OPI) Services funds.**

The administrative rate paid to the Contractor will be paid at \$123,260.50 per month. A proportionate share will be paid by HCA, DCYF and DSHS based on usage. The Contractor, on an approved A19-1A invoice, will bill these percentage amounts directly to HCA, DCYF and DSHS.

Amendment 2, effective 4/1/2020, Urgent Health Crisis OPI Services include a one-time telecom and networking cost of \$257,099.15; ongoing monthly costs of \$45,390 for staffing; and \$0.56/minute administration charges to be invoiced monthly.

The parties, by Amendment, may extend the period of performance of this Contract and negotiate considerations to be in effect during any additional extension.

Allocations in this Section shall apply during the period of July 1, 2018 through June 30, 2024.

No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds.

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.

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.

3.4 INVOICE AND PAYMENT

Administrative Costs

- 3.4.1 Contractor must submit one monthly invoice and all related invoice materials to the HCA Contract Manager for review and approval. The Contractor may not submit a final invoice until HCA has reviewed and approved the invoice and related materials.
- 3.4.2 Contractor must submit one monthly invoice to DSHS for the DSHS portion of Contractor Administrative Costs.
- 3.4.3 Contractor must submit one monthly invoice to DCYF for the DCYF portion of Contractor Administrative Costs, DCYF may request the invoice allocate costs to specific DCYF sections.
- 3.4.4 Invoices must describe and document to HCA's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. All invoices will be reviewed and must be approved by the Contract Manager or his/her designee prior to payment.
- 3.4.5 Once approved by the HCA Contract Manager, the Contractor or HCA Contract Manager must submit properly itemized invoices to Acctspay@hca.wa.gov with the [HCA contract number in the subject line and](#) include the following information, as applicable:
- 3.4.5.1 HCA Contract number **K2474-03**;
- 3.4.5.2 Contractor name, address, phone number;
- 3.4.5.3 A complete list of all HCA billable services for the administrative month;
- 3.4.5.4 Date(s) of delivery;
- 3.4.5.5 Applicable taxes;
- 3.4.5.6 A breakdown of percentage of DSHS, DCYF and HCA portion;
- 3.4.5.7 Total invoice amount; and
- 3.4.5.8 Payment terms and any available prompt payment discount.
- 3.4.6 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.
- 3.4.7 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.

3.4.8 Payment will be considered timely if made by HCA within 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.

3.4.9 The HCA, DCYF and DSHS will only pay the Contractor for authorized services provided in accordance with this contract.

Interpreter – LAP Service billing

3.4.10 Submit electronic claims for Interpreter services to ProviderOne no later than ten (10) business days from the date an LAP submits or approves a completed appointment record form for services rendered, including any applicable backup documentation for mileage expenses as per the CBA.

3.4.11 The Contractor must comply with HCA’s ProviderOne Billing and Resource Guides at: [guides](#).

3.4.11.1 Including the requirement to purchase the ProviderOne companion guides

3.4.11.2 TR3 implementation guides and specifications

Contractor is required to be familiar with and understand the companion guides and all billing requirements for the services provided under this contract.

3.4.12 For interpreter Service Cost for DSHS and DCYF, the contractor must submit invoices for Interpreter Services electronically to DSHS and DCYF by the 10th day of the subsequent month. Invoices shall include the following information:

3.4.12.1 Appropriate DSHS or DCYF Organizational Index Codes;

3.4.12.2 Entire line of account coding as referenced in the Account Coding crosswalk provided by HCA; and

3.4.12.3 Attached report required under Statement of Work, Section 14.5 and 14.6.

3.4.12.4 This report must correspond to the submitted billing.

Contractor’s responsibility

3.4.13 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.

3.4.14 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

3.4.15 The HCA, DCYF and DSHS 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.

- 3.4.16 The Contractor shall not bill, and HCA, DCYF or DSHS 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.
- 3.4.17 HCA, DSHS, or DCYF does not pay for Interpreter services for the following facilities/situations:
 - 3.4.17.1 Inpatient hospital services (e.g. labor and delivery);
 - 3.4.17.2 Nursing facility services;
 - 3.4.17.3 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);
 - 3.4.17.4 Unauthorized Requesters that HCA, DSHS, or DCYF cannot identify as an employee or participant for the program; or
 - 3.4.17.5 Community mental health centers, mental health clinics or mental health institution services covered by a Behavioral Health Organizations(s); and
 - 3.4.17.6 Alcohol or other drug-related treatment centers/programs covered by a Behavioral Health Organization(s).
- 3.4.18 If an HCA/Medicaid 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, section13; direct bills.
- 3.4.19 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. 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.
- 3.4.20 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.

3.5 BACKGROUND CHECKS

- 3.5.1 The Contractor must:
 - 3.5.1.1 Perform criminal history background checks on each LAP prior to their first instance of providing services to Requesters, and annually thereafter. This requirement may be waived if the LAP 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.

- 3.5.1.2 Have ready access to, and provide upon the Request of HCA, a copy of each LAP's criminal history background check.
- 3.5.1.3 Report to HCA any changes in criminal history of an LAP within three business days of Contractor knowledge.
- 3.5.1.4 If the LAP's background check has any items on the DSHS Secretary's lists of Crimes and Negative Actions. LAPs 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>.

3.6 PERFORMANCE INCENTIVES AND PENALTIES

3.6.1 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:

- 3.6.1.1 Failure to meet the required obligations under the CBA (exhibit D);
- 3.6.1.2 Failure to meet any item set forth in the general terms and conditions of this contract, including but not limited to
 - section 3, special terms and conditions
 - section 4, confidential information protection
- 3.6.1.3 Failure to satisfactorily complete Corrective Action Plans (CAP)
- 3.6.1.4 Failure to meet any performance guidelines or expectations as stated in Attachment 1, Statement of work, including but not limited to:

- Section 2.6, adhering to the CBA
- Section 3, customer service requirements
- Section 4, fill rates
- Section 7, Contracting with LAPs, especially 6.6 (ISP, BAA), 7.5 (maintain documentation) and 7.6 (biannual monitoring)
- Section 10, Contractor timeframe
- Section 13, direct bills
- Section 15, required reporting for IS program monitoring

3.6.3 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.

Z Withholdings and earning back withholdings

3.6.4 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 3.4.20). Examples include:

3.6.4.1 Failure to meet critical contract deliverables, performance measures, or milestones;

3.6.4.2 Failure to demonstrate appropriate effort towards resolving non-compliance (contract deliverables, performance measures, milestones, etc.);

3.6.4.3 Failure to meet fill rates and/or failure to demonstrate appropriate effort towards increasing fill rate;

3.6.4.4 Failure to maintain compliance with aspects of the Collective Bargaining Agreement; and

3.6.4.5 Other obligations in Attachment 1, Statement of Work.

3.6.5 The Contractor may earn back previous withholdings up to the maximum administrative rate if the Contractor meets the following obligations:

3.6.5.1 Increasing fill rates equivalent to the amount reduced for languages of lesser diffusion;

3.6.5.2 Recruiting LAPs for languages of lesser diffusion, or in geographic areas needing additional LAPs;

3.6.5.3 Develop, implement, and document process improvements to reduce or eliminate barriers for LAPs or providers in obtaining language access services; and

3.6.5.4 Increase of call center compliance to exceed 80% of service level.

3.7 COLLECTIVE BARGAINING AGREEMENT (CBA) REQUIREMENTS (Exhibit D)

In accordance with [RCW 41.56.113](#), and the Collective Bargaining Agreement the Contractor must adhere to all articles as outlined below:

3.7.1 Article 5 Required Documentation

3.7.2 Article 6 Economic Compensation

3.7.3 Article 7 Economic Process

3.7.4 Article 11 Policies and Requests for Information

3.7.5 Article 12 Dues and Other Voluntary Deductions and Status Reports

3.8 CONTRACTOR AND HCA CONTRACT MANAGERS

3.8.1 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.

- 3.8.2 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.
- 3.8.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

| CONTRACTOR Contract Manager Information | | Health Care Authority Contract Manager Information | |
|--|--|---|--|
| Name: | Mike Short | Name: | Katherine Templet |
| Title: | Contract Manager | Title: | Program Manager |
| Address: | 929 108 th Ave NE Suite 710 Bellevue, WA 98004 | Address: | PO Box 45530 Olympia, WA 98504-5530 |
| Phone: | 425-691-3201 | Phone: | 360-725-0769 |
| Email: | mikes@ulsonline.net | Email: | katherine.templet@hca.wa.gov |

3.9 KEY STAFF

- 3.9.1 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 Statement of Work (SOW) from the people who were described in the Response for the first SOW or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.
- 3.9.2 During the term of the Statement of Work (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. 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.

3.10 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 either delivered in person, 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.

- 3.10.1 In the case of notice to the Contractor:

Universal Language Service
Elena Vasiliev, President
929 108th Ave NE Suite
710 Contract Manager
Bellevue, WA 98004-4769

- 3.10.2 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

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

3.11 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:

- 3.11.1 Applicable Federal and State of Washington statutes and regulations;
- 3.11.2 Data Share Agreement, HCA Contract Number K2773, as amended;
- 3.11.3 Recitals;
- 3.11.4 Special Terms and Conditions;
- 3.11.5 General Terms and Conditions;
- 3.11.6 Schedule A: Spoken Language Statement of Work;
- 3.11.7 Schedule B: Urgent Health Crisis Over-the-Phone Interpreter (OPI) Services Statement of Work;
- 3.11.8 Exhibit A: HCA RFP #2474 for Interpreter Services, dated December 18, 2017;
- 3.11.9 Exhibit B: Contractor's Response dated February 8, 2018;
- 3.11.10 Exhibit D: CBA, AFSCME, Local 1671 Interpreters United; and
- 3.11.11 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.12 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:

- 3.12.1 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.

- 3.12.2 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.
- 3.12.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
- 3.12.4 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 insureds 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.

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.

4. GENERAL TERMS AND CONDITIONS

4.1 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.

4.2 ADVANCE PAYMENT PROHIBITED

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

4.3 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.

4.4 ASSIGNMENT

4.4.1 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 4.37, *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 4.4.1 of the Contract will be null and void.

4.4.2 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 30 calendar days to Contractor.

4.4.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.5 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.

4.6 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 30 calendar days after such a change takes effect.

4.7 CONFIDENTIAL INFORMATION PROTECTION

4.7.1 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*).

4.7.2 Contractors that come into contact with Protected Health Information are required to enter into a Business Associate Agreement (BAA) 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).

See Contractor's BAA, **K2721**.

4.7.3 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.

4.7.4 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.

4.7.5 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.8 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>).

4.9 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION

- 4.9.1 Contractor must notify the HCA Privacy Officer (HCAPrivacyOfficer@hca.wa.gov) and IS Program Manager within five Business Days of discovery of any Breach or suspected Breach of Confidential Information.
- 4.9.2 Contractor will complete an HCA approved Breach Form
- 4.9.3 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, and employees, Subcontractors or agents.
- 4.9.4 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 19.254.010, or other law or rule, then:
- 4.9.4.1 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.
- 4.9.4.2 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).
- 4.9.4.3 Contractor will compensate HCA clients for harms caused to them by any Breach or possible Breach.
- 4.9.5 Any breach of this clause may result in termination of the Contract and the demand for return or disposition (Attachment 1, Section 7) of all Confidential Information.
- 4.9.6 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.

4.10 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.

4.11 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.

4.12 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.

4.13 DISPUTES

The parties will use their best, good faith efforts to resolve disputes and problems that arise in connection with this Contract. Both parties will continue immediately 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.

4.13.1 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 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 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 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.

4.13.2 A party's request for a dispute resolution must:

4.13.2.1 Be in writing;

4.13.2.2 Include a written description of the dispute;

4.13.2.3 State the relative positions of the parties and the remedy sought;

4.13.2.4 State the Contract Number and the names and contact information for the parties;

4.13.3 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.

4.13.4 Payment Disputes

- 4.13.4.1 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.
- 4.13.4.2 Disputes regarding services provided to Medicaid providers must be resolved with the Health Care Authority (HCA) Interpreter Services Section.
- 4.13.4.3 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.
- 4.13.4.4 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.

4.14 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 supersede 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 4.43 *Warranties*.

4.15 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.

4.16 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:

- 4.16.1 Terminate this Contract pursuant to Section 4.40.3, *Termination for Non-Allocation of Funds*;
- 4.16.2 Renegotiate the Contract under the revised funding conditions; or
- 4.16.3 Suspend Contractor's performance under the Contract upon five 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.
 - 4.16.3.1 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.

4.16.3.2 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.

4.16.3.3 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.

4.17 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.

4.18 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.

4.19 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 4.7 *Confidential Information Protection* and Section 4.9 *Confidentiality 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.

4.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this Contract. Contractor and his or her employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold himself/herself 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.

4.21 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.

4.22 LEGAL AND REGULATORY COMPLIANCE

4.22.1 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.

4.22.2 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.

4.22.3 Failure to comply with any provisions of this section may result in Contract termination.

4.23 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.

4.24 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.

4.25 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.

4.26 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 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 4.13 *Disputes*.

4.27 PAY EQUITY

- 4.27.1 Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), 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.
- 4.27.2 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.
- 4.27.3 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.
- 4.27.4 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.
- 4.27.5 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.

4.28 PUBLICITY

- 4.28.1 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.
- 4.28.2 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.

4.29 RECORDS AND DOCUMENTS REVIEW

- 4.29.1 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].
- 4.29.2 The Contractor must retain such records for a period of six years after the date of final

payment under this Contract.

4.29.3 If any litigation, claim, or audit is started before the expiration of the six-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.30 REMEDIES NON-EXCLUSIVE

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

4.31 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.

4.32 RIGHTS IN DATA/OWNERSHIP

4.32.1 HCA and Contractor agree that all data will be owned by HCA. Data includes, but is not limited to, databases, documents, records, and reports to the extent provided by law.

4.32.2 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.

4.32.3 Contractor will not use or in any manner disseminate any Data to any third party, or represent in any way Contractor ownership of any such Data, without the prior written permission of HCA. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Data or any portion thereof, in any form, to any third party.

4.33 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.

4.34 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.

4.35 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.

4.36 SUBCONTRACTING

- 4.36.1 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 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.
- 4.36.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any subcontracts.
- 4.36.3 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.
- 4.36.4 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.
- 4.36.5 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.

4.37 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 Documents 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.

4.38 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 and be responsible for payment of all taxes due on payments made under this Contract.

4.39 TERMINATION

4.39.1 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 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."

4.39.2 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 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.

4.39.3 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 non-allocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.4 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.

4.39.5 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.

4.40 TERMINATION PROCEDURES

- 4.40.1 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.
- 4.40.2 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 4.13 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.
- 4.40.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:
- 4.40.3.1 Stop work under the Contract on the date of, and to the extent specified in, the notice;
- 4.40.3.2 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;
- 4.40.3.3 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;
- 4.40.3.4 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;
- 4.40.3.5 Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
- 4.40.3.6 Complete performance of any part of the work that was not terminated by HCA; and
- 4.40.3.7 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.
- 4.40.3.8 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.

4.41 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.

4.42 WARRANTIES

- 4.42.1 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.
- 4.42.2 Contractor represents and warrants that it shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 4.42.3 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

Spoken Language Statement of Work

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, HCA, DSHS, and DCYF.

1. General Requirements

Contractor Must:

- 1.1 Maintain a business location in the state of Washington;
- 1.2 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.
- 1.3 Publicly post to the Contractor's dedicated website for this contract, 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.
- 1.4 Assume sole responsibility for all work performed under this Contract by:
 - a. The Contractor's employees, officers, directors, agents, representatives, associates; and
 - b. Interpreters.
- 1.5 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.
- 1.6 Adhere to the terms and conditions of the WFSE, AFSCME Council 28, Language Access Providers Collective Bargaining Agreement (CBA) (Exhibit D) 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
 1. Required documentation:
 - i. The authorized requestor, LAP and the language agency or coordinating entity shall be required to complete the appointment work order form and that shall be the only basis for payment by the State and/or third parties, unless otherwise required by Medicaid regulations.
 - ii. DSHS may also require the completion of daily logs for block-time

appointments that list:

1. DSHS worker
 2. Name of each client;
 3. Type of service;
 4. Start and end time for each client;
 5. Start and end time of the block-time appointment; and
 6. Modality (if required)
- iii. For in-person, or block-time appointments, the appointment work order will indicate the authorized requestor's scheduled start and end times of the appointment. The State or its third parties must require authorized requestors and LAPs to sign or electronically submit the appointment work order form indicating:
1. The LAP's start time per Article 6.3, Appointment times; and
 2. The LAP's actual service end time.
- iv. LAPs will have electronic capabilities to view the specific duration and date(s) for when the provided services or were scheduled to provide such services.
- v. LAPs 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.
- vi. Work order forms will include space for the authorized requestor to describe the department or field of services if known. Information supplied in this field will be limited by federal and state law regarding confidentiality of information. The work order form for home visits will include a field contact phone number, if available for purposes of the appointment only.
2. Electronic work order forms with incomplete times:
- i. When an authorized requestor has not electronically entered a start or end time for a job within two (2) business days after the date of service, the coordinating entity shall electronically notify the requestor and the LAP, and the LAP will submit their start and end time for verification.
 - ii. If an authorized requestor does not respond to the coordinating entity's notification of an incomplete electronic work order within fourteen (14) calendar days of the appointment, then the LAP's submitted start and end time will be the basis for payment by the State.
 - iii. LAPs must review and approve jobs within one-hundred-eighty (180) days from the service date. Failure to do so will result in non-payment.
3. Disputed times on electronic work order form:
- iv. If an authorized requestor does not respond to the coordinating entity's notification of a disputed electronic work order within fourteen (14) calendar days of the appointment, then the LAP's submitted start and end times will be the basis for payment for the State.
- b. Article 6 – Economic Compensation
1. Definitions
 - i. In-person appointments are defined as appointments where an LAP is contracted to provide interpreter services face to face for a specific

patient or client(s).

- ii. Block-time appointments are defined as DSHS appointments scheduled for a specific time period rather than for a specific patient or client on-site at a DSHS Economic Services or Children's Administration Office.

2. Rate of Pay

- i. In-person interpreting services rate of pay will be paid a minimum of forty-two dollars and thirty-two cents (\$42.32) per hour effective July 1, 2021.
- ii. In person DSHS and DCYF interpreter services will be paid an additional hourly premium of two dollars (\$2.00), excluding block-time appointments
- iii. Block-time appointments service rate of pay is thirty-one dollars (\$31.00) per hour

3. Appointment times

- i. For in-person appointments scheduled for HCA Medicaid; an LAP will be paid for a minimum of one (1) hour for each in-person completed appointment.
- ii. For in-person scheduled for DSHS or DCYF an LAP will be paid for a minimum of ninety (90) minutes for each in-person completed appointment.
- iii. Block-time appointments will be scheduled for a minimum of two (2) hours, and LAPs will be paid for the duration of the scheduled block-time appointment.
- iv. In-person, family member, or block-time appointments lasting longer than the minimum will be paid in fifteen (15) minute increments with any fraction of an increment rounded up to the nearest fifteen (15) minute increment.
- v. The start time of the appointment will be the scheduled start time or the time the LAP arrives, whichever is later. If the authorized requestor, patient/client, and the LAP all agree to begin earlier than the scheduled start time, the LAP will be paid from when they begin providing interpreter services.
- vi. An authorized requestor may include no more than a one (1) hour unpaid break within a single request for services, and only if the total duration of the appointment including the unpaid break is three (3) or more hours. The break duration must be clearly indicated in the requested scheduled time and on the note section of the work order form for the LAP.

4. No-shows and cancellations

- i. If an LEP client, patient or authorized requestor fails to show for in-person interpreting services or cancels six (6) hours or less before the start of the appointment, an LAP will be paid thirty (30) minutes or seventy-five percent (75%), whichever is greater.
- ii. If the authorized requestor cancels twenty-four (24) hours or less and greater than six (6) hours before the scheduled start of the appointment, an LAP will be paid thirty (30) minutes or fifty percent (50%), whichever is greater.
- iii. The twenty-four (24) hours for determining cancelled appointments shall not include weekends or state recognized holidays.
- iv. If an LAP accepts a new appointment that overlaps a cancelled or no-show appointment, payment for the cancellation or no-show will be

reduced by the replacement work. (this does not apply to individual appointments within a series of family appointment.)

- v. Under no circumstances shall an LAP be paid twice for the same period of time.
- vi. If an LAP accepts a job more than four (4) hours from the scheduled start time and it is then cancelled within thirty (30) minutes of being accepted by the LAP, the LAP will not be eligible for payment as a no-show or cancellation.
- vii. If an appointment ends earlier than the originally scheduled time, an LAP will be paid for seventy-five (75%) of the originally scheduled appointment length, or the completed appointment time, whichever is greater. Payment related to this section shall be capped at one-hundred thousand dollars (\$100,000) per year.

5. Extended Services

- i. If two (2) or more LAPs are scheduled for the same appointment, the LAP with the earliest documented appointment confirmation date and time will complete the appointment, unless otherwise agreed by the LAPs. The LAP that does not fulfil the appointment will be paid at the no-show and cancellation rate.

6. Reimbursements

- i. All parking, ferry, and toll costs for travel to the scheduled appointment and returning to the LAP's home or place of business for an in-person or family appointment will be reimbursed upon submission of a receipt at the time the appointment is approved by the LAP for payment. Reimbursements claimed will be for the sole purpose of providing services to DSHS, DCYF or HCA clients. Block-time appointments are excluded from these reimbursements.

7. Mileage

- i. DSHS and DCYF appointments are eligible for mileage reimbursement under the following conditions:
 - 1. The language access provider travels from their home or place of business to a social service appoint, from one social service appointment to another, or from a social service appointment to their home or place of business, and the travel is more than twenty (20) miles one way;
 - 2. The travel premium applies for travel beyond the first twenty (20) miles one way and is paid according to the OFM-approved mileage rate; and
 - 3. The language access provider submits a completed request for mileage reimbursement.
- ii. The travel premium paid by DSHS and DCYF combined during the period of July 1, 2021 and June 30, 2023 is capped at fifty thousand dollars (\$50,000) per fiscal year.
- iii. This applies to block of time and one-on-one in person social service appointments.
- iv. The mileage reimbursement will end June 30, 2023.

c. Article 7 – Economic Process

1. Payment Timelines
 - i. Once the coordinating entity receives properly completed work order forms(s) and any applicable supporting travel related document for all appointments from a given day from the LAP, the coordinating entity must remit it to either the HCA within ten (10) business days, or include it on an invoice to be received by DSHS by the tenth (10th) of the subsequent month.
 - ii. The coordinating entity will remit payment to the LAP on the fifth (5th) and the twentieth (20th) of each month. Unless either the fifth (5th) or the twentieth (20th) day of the month falls on a Saturday, Sunday or state recognized holiday, in which case the date for distribution of payment shall be the prior business day if the date falls on a Saturday and the subsequent business day if the date falls on a Sunday or state recognized holiday. All funds received by the coordinating entity from the State on the first (1st) to the fifteenth (15th) calendar day will be remitted to the LAP on the twentieth (20th) day of the same month. All funds received by the coordinating entity from the State on the sixteenth (16th) to the last calendar day of the month will be remitted to the LAP on the fifth (5th) day of the following month.
2. Overpayment collection process
 - i. Overpayment to LAP of two hundred dollars (\$200.00) or less:
 1. When the State or coordinating entity determine that an LAP has been overpaid, the coordinating entity will provide the LAP with an explanation of the overpayment, to include: job number, date of service, reason of overpayment, and repayment requirement, ten (10) business days prior to the first overpayment deduction
 2. The coordinating entity will deduct the overpayment from the subsequent distribution of payment to the LAP.
 3. In the event the subsequent distribution of payment is less than the overpayment amount, the amount will be deducted from additional payments to the LAP until the overpayment is recovered.
 - ii. Overpayment to LAP of more than two hundred dollars (\$200.00)
 1. When the State or coordinating entity determine that an LAP has been overpaid, the coordinating entity will provide the LAP an explanation of the overpayment, to include: job numbers, dates of service, reason of overpayment, and the LAP's rights pursuant to the CBA.
 2. The coordinating entity will allow the LAP thirty (30) days to choose whether to pay back the overpayment through deductions of subsequent payment distributions or by a one-time payment made directly to coordinating entity.
 3. The LAP will be allowed a minimum of six (6) months to repay the overpayment through direct deductions from the LAP's distribution of payment.
 4. Additional repayment plans may be discussed between the coordinating entity and LAP.
 5. In the event the LAP does not repay the coordinating entity, the

coordinating entity may seek other lawful methods to recover the outstanding amount.

2. Customer Service Requirements

The Contractor must:

- a. Provide Interpreter Services through direct written Interpreter Services Provider Agreement (ISPA) with subcontracted LAPs that are DSHS Certified, Authorized, or Recognized. LAPs must meet all criteria as set in section 6.6.
- b. Provide a mobile friendly web-based application to schedule pre-scheduled LAP Service Requests, including the ability for a bulk or mass upload feature.
- c. Upon receipt of a request from a Medicaid 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.
- d. Upon receipt of a request from a DSHS or DCYF Requester or from authorized staff, schedule, process, assign, and manage LAP Services in conjunction with a scheduled appointment.
- e. Requests submitted outside the web-based technology or bulk upload, are on an as needed or special circumstance basis. Requests may be submitted via email, telephone or facsimile transmission technologies as determined appropriate by the Contractor.
- f. Provide a local and toll-free number for Authorized Requesters.
- g. Provide a local and toll-free number for LAPs.
- h. Provide staff and telephone lines to achieve 80% of all incoming calls, including hearing-impaired system calls, to be answered within 60 seconds during normal business hours (8:00am – 5:00pm Monday-Friday). Contractor must collect and provide data reports that demonstrate compliance.
- i. In cases of outages, emergency situations, Contractor will notify HCA within 24 hours of identifying situation.
- j. A phone answering machine or electronic voice mail may be used when offered as an option to the Requester; however, Requesters shall be given the option of staying in queue to reach a staff person during regular business hours.
 1. 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.
 2. Utilize and complete the appointment record form either electronically or in paper form for all appointment requests. The appointment record form will be made available on the Contractor's dedicated website for Requesters and LAPs.
 3. Ensure Authorized Requesters document the arrival and departure times of the LAP. Requests may be submitted via email, telephone or facsimile transmission technologies as determined appropriate by the Contractor.
 4. Provide technology solutions that are OCIO compliant for check in/out such as cell phone applications, tablets, Quick Response Code (QR) or other solutions that meet the needs of Authorized Requesters and/or LAPs.
 5. Monitor technology solutions and implement changes or new technologies to improve the check in/out process.
 6. Have the ability to send and receive electronic data files with HCA's ProviderOne system for the purposes of billing and the use of client eligibility inquiries, or build a retrieval system that interfaces with HCA's ProviderOne system.

7. Have personnel policies that conform to federal, Washington State, and local statutes and ordinances.
8. Update and make available all materials related to the program procedures, policy, or other documents within ten business days after receiving the change from HCA.
9. 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.
10. 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.
 - a. Contractor must report any Medicaid related ADA grievances immediately to HCA's Compliance officer at compliance@hca.wa.gov.
 - b. Contractor must provide a monthly report on any ADA related grievances/complaints received related to this contract.
11. 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.
12. Train Customer Services Center staff on client and Interpreter 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>
13. 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.
14. The Contractor may close the Customer Service Center in observance of Washington State observed legal holidays as defined by RCW 1.16.050.

3. Fill rates

- a. The Contractor is expected to maintain quarterly minimum fill rates for non-urgent requests in the following categories:
 1. Top 7 spoken languages
 2. Spoken Languages of High Demand, Lesser Diffusion
- b. The Contractor is expected to identify and assign an LAP and fill all non-urgent requests at a minimum of 90% for each quarter.
- c. Top 7 languages include:
 1. Arabic
 2. Cantonese
 3. Korean
 4. Russian
 5. Somali
 6. Spanish
 7. Vietnamese
- d. Languages of High Demand, Lesser Diffusion

1. For Languages of high demand, lesser diffusion (which include languages outside the top seven where there are 100 or more requests per year), the contractor is expected to identify and assign an LAP and fill all non-urgent requests at a minimum of 70% for each quarter.
 2. Languages of Low Demand, Lesser Diffusion
 3. For Languages of low demand, lesser diffusion (which include languages outside the top 7 where there are less than 100 requests per year). The contractor is expected to attempt to identify and assign an LAP to fill the request and must be able to provide documentation of the attempt. In the event the request cannot be filled, the contractor is required to:
 - a. Provide proof the Contractor attempted to fill the job with LAPs of the contract; and
 - b. Provide proof of outreach attempts for these rare languages; and
 - c. Outreach should be on a quarterly basis to various agencies, facilities, stakeholders, and organization groups.
- 3.4 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.

4. Information Requirements

The Contractor must:

- 4.1 Provide and maintain a dedicated website for Requesters and LAPs to access information pertaining to the HCA Interpreter Services contract. The dedicated website at a minimum must have the capacity to allow LAPs and requesters to have access to the following:
 - i. A link to the web-based application for subcontractors and Authorized Requesters;
 - ii. Information related to the Interpreter Services program;
 - iii. A link to the HCA Interpreter Services webpage;
 - iv. Contractor's contact information including:
 1. Telephone numbers;
 2. Mailing and physical addresses;
 3. Email addresses; and
 4. Fax numbers.
 - v. Policies and procedures as approved by HCA relating to subcontractors and authorized Requesters.
 - vi. Multi-media document materials including, but not limited to:
 1. Frequently asked questions and responses;

2. Provider manuals;
 3. Brochures;
 4. Videos or Webinars, etc.
- vii. A list of all languages available per this Contract, including:
1. County; and
 2. Number of LAPs by language.
- viii. A list of languages by county under active recruitment.
- ix. All lists must be updated before the start of every quarter, beginning October 1, 2018.
- x. The secure web-based application must have the capacity to allow LAPs to:
1. Review, accept, and reject appointments;
 2. Return appointments prior to 24 hours of the scheduled appointment online;
 3. Obtain and confirm appointment information and download to iCal or calendar through a software program;
 4. Approve appointments for payment;
 5. Dispute check-in and check-out times;
 6. Review payment invoices; and
 7. Review and respond to complaints
- xi. The secure web-based application must have the capacity to allow authorized requesters to:
1. Individually request, edit, and cancel appointments
 2. 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.
 3. Upload bulk appointment requests
 4. Ability to duplicate appointment requests for clients/facilities
 5. Select the language and type of interpretation needed:
 - (a) Language and/or dialect if not listed.
 6. Select their administration origin:
 - (a) HCA;
 - (b) DSHS; or
 - (c) DCYF
 7. Select the appointment service type,
 8. Select a specific LAP: such as gender, cultural requirements, medically necessary or other criteria deemed necessary by the provider.
 9. Ongoing treatments of medical conditions that may qualify as Medically Necessary to require a specific assigned Interpreter 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 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 interpreter will impact the effectiveness and efficacy of the treatment or procedure.
10. Permit the 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.
 11. Check LAP in and out per start and end time of each job
 12. Allow requester to provide feedback for LAPs.
 13. Send notifications to the requester whenever the appointment has a status change, or requester self-selected notification.
 14. Send appointment status updates to the 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; or
 - (d) Self-selected notification by requester.
 15. Contractor will send notification via email to requester when a start or end time has not been completed two business days after the date of service.
- 4.2 Notify the HCA Program Manager of any notifications to LAPs/requesters, including emails, Contractor's dedicated website content, procedure or policy change notices. HCA reserves the right to review these documents five (5) 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.
- 4.3 Provide a link to the current CBA on the Contractor's dedicated website.
- 4.4 HCA reserves the right to request modifications to the Contractor's dedicated website.

5. Outreach and Education

The Contractor must:

- 5.1 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 utilize the bulk/mass upload feature for scheduling appointments
 - d. How to provide feedback on an LAP.
 - e. The Authorized Requester's roles and responsibility for verifying client eligibility and benefit coverage.

- f. Guidelines for working with an LAP.
 - g. The requester's legal responsibility to provide language access services.
 - h. How to request reimbursements
 - i. Specific LAP Requests
 - j. Requesting the appropriate LAP and language needs.
 - k. When a specific LAP request is valid.
 - l. When it is appropriate to request reimbursement for Behavioral Health (mental health and substance use disorder) services not filled by Contractor.
 - m. Reimbursement requirements, including 90-day billing timeline;
 - n. Availability of reimbursement request form;
 - o. How to submit the request for reimbursement.
 - p. Instructions on Block of Time requests for Community Service Offices (CSOs) and DCYF offices.
- 5.2 Provide targeted outreach to increase provider utilization. This includes specific regions, provider types, appointment types, organizations and other factors;
- 5.3 Offer quarterly webinar Requester orientations and instructional sessions. Related costs will be borne by the Contractor.
- 5.4 Additional online-based materials as deemed necessary by HCA.
- 5.5 HA reserves the right to review and approve all materials and require the Contractor to conduct additional outreach.
- 5.6 Provide outreach, technical assistance, and educational sessions to Interpreter to access the Interpreter Services program as outlined in Section 6.

6 Contracting with LAPs

The Contractor must:

- 6.1 Provide Interpreter Services using only LAP, for HCA medical and DSHS and DCYF social service appointments.
- 6.2 Require LAPs to sign an Interpreter Service Provider Agreement (ISPA) and Business Associate Agreement (BAA) meeting requirements of HCA Contract Number K2721 and agreement (see Section 4, General Terms and Conditions, 4.7 Confidential Information Protection, subsection 4.7.3) to comply with HIPAA, code of professional conduct, and all applicable state and federal laws and the terms and conditions of this contract.
- 6.3 Provide Orientation and education for performing services under this Contract. This includes ensuring LAPs receive the required orientation prior to providing services under this Contract. The Orientation must include all of the following:

- a. How to review, accept, and reject appointments, including appointments through text message and mobile contractor's dedicated website;
 - b. Code of Conduct;
 - c. BAA;
 - d. ISPA;
 - e. HIPAA;
 - f. Incident Resolution process (IRP);
 - g. Payment dispute process;
 - h. Approve appointments for payment;
 - i. Timelines required for contract;
 - j. Immunization requirements for Medical LAPs;
 - k. Eligibility requirements for Block of Time appointments;
 - l. DSHS Social Service appointments;
 - m. DCYF Social Service appointments;
 - n. HCA Medicaid appointments;
 - o. Travel expense reimbursement requirements; and
- 6.4 Require LAPs to complete the appointment record form electronically or in paper form.
- 6.5 Require Interpreters to sign a Business Associate Agreement (BAA) specific to contract K2721 and agreement (see 4.7.3) to comply with HIPAA, code of professional conduct, and all applicable state and federal laws and the terms and conditions of this contract.
- 6.6 Maintain documentation that LAPs have completed all required documents to provide services under this contract:
- a. Are Certified, Authorized, or Recognized by DSHS LTC for spoken languages;
 - b. Have a valid Washington State Unified Business Identifier (UBI) number or tax registration number;
 - c. Sign and comply with the [DSHS Language Interpreter and Translator Code of Professional Conduct](#);
 - d. Sign and comply with the incident resolution policy,
 - e. Signed ISPA and BAA,
 - f. Copy of a Washington State background check, and
 - g. Proof of immunization status for medical LAPs to include:
 - 1. Current season influenza vaccine as determined by the Washington State Department of Health (DOH).

- a. No influenza vaccine is required outside of influenza season, which must begin on November 30 of that year, unless the DOH issues notice of a flue pandemic prior to the start of the flu season, and the flu season must end via declaration from DOH. Medical LAPs may be eligible for assignments at any time after the current influenza vaccine is administered.
 - b. Additional vaccinations as determined by DOH, to treat pandemic alerts, such as the swine flu.
2. Measles, Mumps, and Rubella (MMR) vaccine, two (2) doses, one (1) month apart, on or after the medical LAP's first (1st) birthday or proof of immunity, or proof of:
 - a. Rubella (German Measles) vaccine, and
 - b. Rubeola (hard measles) vaccine, and
 - c. Mumps vaccine, and
3. Varicella (Chickenpox or Shingles) vaccine, two (2) doses, four (4) to eight (8) weeks apart or proof of immunity
4. Tdap (Tetanus, Diphtheria, and Pertussis), one (1) dose on or after age 11, Td (Tetanus and Diphtheria), and
 - a. one (1) dose or Td every ten years after, or
 - b. proof of immunity, or
 - c. one (1) dose on or after age 11, Td (Tetanus and Diphtheria), and
 - d. Diphtheria vaccine, and
 - e. Pertussis vaccination
5. Tuberculosis (TB) screening.
 - a. Documentation of annual:
 - i. TB skin testing; or
 - ii. Quantiferon; or
 - iii. T-Spot lab test;
 - b. If any test is positive:
 - i. Documentation of one negative chest x-ray as soon as possible after the initial test; and
 - ii. Annual symptoms checklist completed and signed by the LAP's primary care provider.
6. Contractor must describe the immunization tracking procedures and process to HCA.

7. There are no exemptions from the immunization process for interpreters that fill Medicaid in-person health care appointments.

6.7 Contractor will use an HCA approved bi-annual monitoring plan for LAPs. The monitoring plan must provide, at a minimum, how the Contractor will monitor and submit documentation when requested by HCA, see section 6.5:

7 Processing appointment

The Contractor must:

- 7.1 Provide a secure web-based application for requesting, cancelling, editing and verifying appointments for Interpreter Services for the Requester, including a bulk or mass upload feature and feature for reimbursement of Behavioral Health (MH and SUD) qualified claims.
- 7.2 Provide an alternate method to submit requests for services, such as phone, email, or fax when necessary. 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.
- 7.3 Provide a secure web-based application for accepting, returning and approving appointments for the LAP that is mobile friendly and/or including a mobile device application.
- 7.4 Assure that only Medical LAPs are assigned to Medicaid appointments
- 7.5 Assure that Social Service LAPs are assigned to DSHS and DCYF appointments; However, if no Social Service LAPs are available, or the request is within 48 hours of the appointment, the contractor will offer appointments to Social and Medical LAPs.
- 7.6 The secure web-based application must have the capacity to allow requesters to:
 - a. Individually input, edit, and cancel appointments, including returned appointments,
 - b. Create a bulk or mass upload of new appointments,
 - c. Copy or duplicate appointment requests into a new appointment that can be edited as needed,
 - d. Select the language and type of interpretation needed:
 1. Language and/or dialect if not listed.
 - e. Select their administration origin, if necessary,
 1. HCA;
 2. DSHS; or
 3. DCYF
 - f. Select the appointment service type,
 - g. Select a specific LAP: such as gender, cultural requirements, medically necessary or other criteria deemed necessary by the provider,

- h. Ongoing treatments of medical conditions that may qualify as Medically Necessary to require a specific assigned LAP include:
 - 1. Continuing counseling sessions
 - 2. Applied Behavior Analysis therapy sessions
 - 3. Cancer treatments as requested by the Medicaid provider
 - 4. 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 will impact the health outcome or effectiveness of the interaction.
 - 5. Effectiveness of treatment plan or any treatment or medical procedure where a change in LAP will impact the effectiveness and efficacy of the treatment or procedure.
- i. If HCA requests documentation of "Medically Necessary" from Contractor, Contractor must reach out to Authorized Requesters for documents and forward to HCA within 10 business days. If Contractor is unable to obtain documentation from Authorized Requester within 10 business days, they will notify HCA and HCA may take additional action, The Authorized Requester must maintain documentation supporting this determination.
- j. Confirm appointment status information in a daily summary format or by individual appointment that includes, at a minimum:
 - 1. If the request is filled;
 - 2. If the request cannot be filled;
 - 3. If the appointment is still in a pending status; and
 - 4. If the appointment has been returned by LAP.
- k. 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.
- l. Permit the Requester to cancel Behavioral Health (MH and SUD) appointments and be eligible for the reimbursement process or leave the appointment in pending status and continue attempting to fill the request.
- m. Contractor is prohibited from reassigning an HCA, DSHS or DCYF job request from an authorized requester to a direct billing (private) status or other status through Contractor's direct billing (private) contracts (e.g. DES). However, when an authorized requester is notified by Contractor that a job request is in a pending status three business days prior to the appointment date and may not be filled in time, the job request may be cancelled, and an authorized requester is then permitted to submit (i) a new job request for another date and time, or (ii) a separate request utilizing either another vendor of their choice or Contractor's direct billing (private) contracts (e.g. DES) to secure an interpreter at the authorized requester's own expense.

- n. Send notifications to the Requester regarding appointment with a status change, or self-selected notification request by Requester, including:
 - 1. Jobs in a pending status three days after the requested date;
 - 2. Jobs in a pending status two weeks prior to the appointment date; and
 - 3. Jobs in pending status three business days prior to appointment date; or
 - 4. Self-selected notification request by Requester
 - o. Notification via email to Requester when a start or end time has not been completed two business days after the date of service. As defined in Section 2 of the Statement of Work.
- 7.7 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. Appointment type;
 - 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.

8 **Secure Web-based Application**

The secure web-based application must have the capacity to allow LAPs to:

- a. Review, accept, and reject appointments;
- b. Return appointments prior to 24 calendar hours of the scheduled appointment;
- c. Obtain and confirm appointment information and download to iCal or calendar through a software program;
- d. Approve appointments for payment;
- e. Dispute check-in and checkout times;
- f. Review payment invoices; and
- g. Review and respond to complaints.

9 **Contractor Timeframe**

The Contractor must:

- 9.1 Process web-based requests for Interpreter Services Sunday through Saturday, twenty- four (24) hours a day, seven (7) days a week.

- 9.2 Post requests to the web-based application within one business day for DSHS/DCYF jobs and within one hour from and when Medicaid eligibility has been verified for HCA jobs;
- 9.3 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.
- 9.4 Contractor must provide real time updates on the status of requests to include whether they:
 - a. Have been filled;
 - b. Are pending to be filled, including how long it has been pending;
 - c. Have been returned by the LAP, including when it was returned;
 - d. Have been cancelled by the Requester; including when it was cancelled; and/or
 - e. Other status as needed.
- 9.5 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:
 1. Written requests for information.
 2. Requested reports.
 3. Changes and edits for material and programming proposals.
 4. Additional requests as documented in writing by the HCA program staff.
 5. Corrective Action Plans (CAPs).
 - b) One business day or nine business hours for all:
 1. Initial responses to Complaints reported.
 2. Initial notification of accidents or incidents affecting the health and safety, as outline in the code of ethics, of Medicaid, DCYF, or DSHS Clients.
 3. Requests for information during established legislative session.
 4. Requests for information during Collective Bargaining session.
 - c) Immediately for all:
 1. Website or web-based application complications including:
 - a. Inability for Requesters or LAPs to access the web-based application; and
 - b. Mainframe system failure.

1. Eligibility issues
 2. NPI issues
 3. System outage
2. Phone lines unavailable.
 3. Incidents as outlined in the incident resolution process that have HIPAA or Safety and Health violations.

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

The Contractor must:

- 10.1 Ensure that Medicaid Requests for Interpreter 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.
- 10.2 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;
 - b. From the downloaded Eligibility Data files supplied by HCA; or
 - c. Documentation from an authorized HCA representative.
- 10.3 Verify the Requester is an enrolled Medicaid participating provider with a valid NPI registered through HCA ProviderOne system or an enrolled DSHS or DCYF representative; and
- 10.4 Screen Urgent Medicaid eligible appointment requests received less than 24 hours in advance for eligibility, including validating the client and service, prior to providing Interpreter Services. Reject any requests that are for non-Medicaid enrollees or non-Medicaid providers.

11 Denials and Exceptions to a Request

The Contractor must deny the request if:

- 11.1 It does not come from a HCA, DSHS, or DCYF Authorized Requester.

For HCA Medicaid appointments:

- a. It is not for a Medicaid eligible client;
- b. It is not a covered under the benefit service package; and
- c. It is not an eligible Medicaid enrolled Provider.

12 Direct Bills

- 12.1 When a HCA/Medicaid pre-scheduled request that was properly screened for eligibility is denied by ProviderOne, the Contractor must submit the direct bill report, section 16.11, and a request for payment using the established A19/A-55 Invoice voucher.
 - a. HCA will issue immediate 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.

12.2 For all other denial reasons, the Contractor must bill the requestor for payment. The Contractor will;

- a. Treat the claims to be recovered from the requestor as a private arrangement between the Contractor and the requestor;
- b. Bill the requestor immediately upon receipt of the denial from ProviderOne; and continuously attempt to recover payment for 90 calendar days;
- c. After 91 calendar days, the Contractor may bill HCA for payment;
- d. Make every attempt to recoup payment from the requestor for up to one year from the date of denial. All attempts must be documented. The process must be documented and include:
 - i. Sending statements to requesters monthly; Contacting requestors via letter, email, or phone call at least monthly; and
 - ii. Reimbursing the amount billed to HCA when the Contractor recovers payment from the Medicaid requestor

12.3 To receive payment from HCA when a requestor 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 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 16.11 and;
- e. Continue to attempt to recover payment from the Medicaid requestor as described above.

12.4 When the Contractor receives payment from a requestor, 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.

12.5 HCA will not pay any denied claim if the error is on the part of the contractor. See eligible claims under State of Work (SOW) section 10.1.

13 Policies and Procedures

13.1 The Contractor must have documented policies, procedures, and/or manuals no later than October 1, 2018. The manuals must be reviewed and updated annually or when changes occur. All policies, procedures, and manuals must be available to HCA upon request. At a minimum, the Contractor must have the following:

- a. Operations manual that documents the Contractor's operation policies and procedures. The operations manual will include at a minimum:
 - 1. Accessing the online system;
 - 2. Scheduling process;
 - 3. Billing process;
 - 4. ProviderOne;

5. Provider reimbursement;
 6. Administrative fee for DSHS, DCYF and HCA;
 7. Block Time;
 8. Communication plan;
 9. A copy of HCA's Incident resolution process;
 10. Payment dispute process for LAPs; and
 11. Outreach and Orientation
- b. Subcontractors Manual will include at a minimum:
1. Accessing the online system;
 2. Text message options;
 3. Accepting, or rejecting appointments;
 4. Billing process;
 5. Block Time appointments;
 6. Incident resolution process; and
 7. Payment dispute process.
- c. Authorized Requester Orientation materials will include at a minimum:
1. Navigating the web-based application;
 2. Text message and email alerts;
 3. Scheduling, editing, and cancelling appointments;
 4. Billing process;
 5. Reimbursement process;
 6. Communication plan; and
 7. HCA's Incident resolution/complaint process.
- d. Confidentiality and Nondisclosure policies and/or procedures that ensure compliance with all state and federal Confidentiality and Nondisclosure requirements.
- e. All LAP and Requester orientations and webinars are available on the contractor's dedicated website.
- f. Must have method for collecting, verifying, and monitoring immunizations required by HCA for medical LAPs.

The Contractor must explain in detail:

1. How they will validate/verify immunizations, testing, or proof of immunity;
 2. Stay informed on the flu season; and
 3. Notify medical LAPs of expiring immunizations, or new immunization requirements.
- g. Quality Assurance Plan (QAP): Develop a QAP that must describe:
1. Methods for monitoring, tracking and assessing the quality of services provided under this Contract.
 2. How the Contractor will identify and resolve issues related to LAP quality and/or performance.
 3. How the Requester or client-initiated concerns and/or complaints are processed.
- h. Disaster Preparedness and Recovery Plan that ensures, at minimum:
1. The ability to continue receiving Interpreter service requests and other functions required in this contract in the event the Contractor's Customer Service Center is rendered inoperable;
 2. Documentation of emergency procedures that include steps to take in the event of a natural disaster; and
 3. Employees at the Customer Service Center are familiar with the emergency procedures.
- i. HCA's current or revised Incident Resolution process
- The incident resolution process and information must:
1. Be made available to all Authorized Requesters and LAPs upon request;
 2. Include the requirement that the Contractor must notify an LAP within ten (10) business days of receipt of any complaint by a Requester or Client;
 3. Include procedures for:
 - a) Receiving, tracking and responding to complaints;
 - b) Documenting and maintaining records of all complaints received as identified in section 12.4;
 - c) Resolving complaints that includes, at a minimum, the participation of the Contractor's Ombudsperson or assigned staff person to resolve complaints;
 - d) LAP's 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 an LAP due to Safety and

Health or HIPPA violations.

4. Include the requirement that the Contractor must:
 - a) Provide written notice to the LAP three business days prior if any of the above corrective actions specified in 2.1.i.4 above are taken.
 - b) Notify HCA Interpreter Services Program Manager within 24 calendar hours, if an LAP must be immediately suspended due to a health and safety violation, as defined in the Interpreter code of ethics;
 - c) Include submittal of an initial written report documenting any allegations of misconduct by an LAP by the end of the next business day to the Interpreter Service Program Manager, or successor;
 - d) Include submittal of a final formal report, complete with actions taken, to the HCA Interpreter Services Program Manager, designee or successor within seven business days;
 - e) Require immediate notification to the HCA Interpreter Services Program Manager, of any request by Contractor to terminate an LAP because of the Contractor's corrective action policy.

14 Interpreter Services Tracking and Documenting Requirements

14.1 The Contractor must establish, maintain, and utilize an electronic data management system (such as a database or repository) that maintains all Contractor's Interpreter Service data related to the work performed under this contract.

14.2 The system must:

- a. Be user friendly and have an administrator user interface available to HCA staff to view and access all data:
- b. Provide real-time on-demand reports;
- c. Capture, document, and maintain data for the following at a minimum:
 1. Organization Index Code;
 2. Control Number – Used to track the Request through the ProviderOne billing system from the time of Request through the billing/payment process;
 3. Client's ProviderOne ID number;
 4. Client's full name;
 5. Authorized Requesters full name
 6. Authorized Requesters NPI;
 7. Authorized Requester's contact information:

- a. Phone number;
 - b. Email; and
 - c. Address (location of service)
8. Date of request;
 9. Appointment date;
 10. Appointment start and end time;
 11. Appointment street address;
 12. Appointment County;
 13. Language requested;
 14. LAP assigned date and time;
 15. LAP's information:
 - a. Full name;
 - b. Address;
 - c. Email;
 - d. Language(s); and
 - e. Unique identifier.
 16. Specific LAP request:
 - a. Full Name; and
 - b. Unique Identifier.
 17. Date and time services completed/cancelled/no-show;
 18. Number of units billed;
 19. Dollar amount of Interpreter service units billed;
 20. Dollar amount of DSHS Interpreter service travel units billed;
 21. Amount authorized for other fees incurred (parking, toll, ferry fees); and
 22. Number of incidents received.

14.3 The web-based application must, at a minimum:

- a. Identify an approved request as "pending" until an LAP is assigned to the appointment.
- b. Identify requests that an LAP gives back and returns to pending status;
- c. Identify the request as "filled" and include the name of the LAP when an 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:
 1. Service request Job Number assigned;
 2. Date and time the appointment was canceled;
 3. Who canceled the appointment; and
 4. 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:
 1. “Client no-show”;
 2. “Requester no-show”;
 3. “LAP no-show”.

15 Required Reports for IS Program Monitoring

The Contractor must submit the following monthly reports electronically to HCA by the 20th calendar day of the month following the month of service unless otherwise approved by the HCA Interpreter Services Program Manager, designee or successor.

- 15.1 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 30 seconds;
 - g. Number of completed calls; and
 - h. The amount of time the telephone system was inoperable in excess of one hour per incident.
- 15.2 Data report for Medicaid Interpreter Service requests that identifies:
 - a. Unique job identifier/job number;
 - b. Requesters name;

- c. Requesters location;
- d. Requesters contact phone number;
- e. Date and time of request;
- f. Client ProviderOne number;
- g. Job status;
- h. Filled date and time;
- i. Job location address;
- j. LAP unique identifier/name;
- k. Language
- l. Service type
- m. Date of service
- n. Start and end time
- o. Specific LAP request;
- p. Number of units billed;
- q. Travel fees (toll, ferry, parking);
- r. Paid amount; and
- s. Date paid by HCA

15.3 Monthly complaint Report 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. Date resolved;
- j. Outcome; and
- k. Total number of complaints by level.
 - 1. High;
 - 2. Medium; and
 - 3. Low

15.4 Data report for all DSHS requests that identifies:

- a. Unique job identifier/job number;
- b. Requesters name;
- c. Requesters location;
- d. Requesters contact phone number;
- e. Requesters email;
- f. Program;
- g. Program number;
- h. Org title;
- i. County Program/Section;
- j. Fund;
- k. Date and time of request;
- l. Job status;
- m. Filled date and time;
- n. Job location address;
- o. LAP unique identifier/name;
- p. Language
- q. Service type
- r. Date of service
- s. Start and end time
- t. Number of units billed;
- u. Travel fees (toll, ferry, parking);and
- v. Paid amount.

15.5 Data report for all DCYF requests that identifies:

- a. Unique job identifier/job number;
- b. Requesters name;
- c. Requesters location;
- d. Requesters contract phone number;
- e. Program;

- f. Program number;
- g. Org title;
- h. County Program/Section;
- i. Fund;
- j. Date and time of request;
- k. Job status;
- l. Filled date and time;
- m. Job location address;
- n. LAP unique identifier/name;
- o. Language;
- p. Service type;
- q. Date of service;
- r. Start and end time;
- s. Number of units billed;
- t. Travel fees (toll, ferry, parking);and
- u. Paid amount.

15.6 Contractor will produce a monthly report of all DSHS/DCYF appointments paying mileage time, which will include:

- a. Unique job identifier;
- b. Date of service;
- c. Requesters name;
- d. LAP unique identifier/name;
- e. Language;
- f. Mileage units paid per visit; and
- g. Total amount paid.

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

- 15.7.1 Unique "cannot fill" job identifier;
- 15.7.2 Date of service;
- 15.7.3 Client ProviderOne number:

- 15.7.4 Requester name;
 - 15.7.5 LAP unique identifier/name;
 - 15.7.6 Language;
 - 15.7.7 Units billed;
 - 15.7.8 Tolls, fees, parking fees; and
 - 15.7.9 Total amount paid.
- 15.8 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. The first annual report is due on July 1, 2019.
- 15.9 The Contractor must submit quarterly, an Outreach Activities Report (OAR) that summarizes outreach activities. The first report is due on October 1, 2018, and continuing quarterly based on the State Fiscal Year. The OAR will include at a minimum the following:
- 15.9.1 Name of organization;
 - 15.9.2 Location of outreach;
 - 15.9.3 Date of outreach;
 - 15.9.4 Description of outreach activity;
 - 15.9.5 Languages; and
 - 15.9.6 List of attendees.
- 15.10 The Contractor must submit quarterly, a report of all HCA, DSHS, DCYF requests and job status, with the following:
- 15.10.1 Unique job identifier/job number;
 - 15.10.2 Requesters name;
 - 15.10.3 Requesters location;
 - 15.10.4 Requesters contact phone number;
 - 15.10.5 Date and time of request;
 - 15.10.6 Client ProviderOne number;
 - 15.10.7 Job status;
 - 15.10.8 Filled date and time;
 - 15.10.9 LAP unique identifier/name;
 - 15.10.10 Language
 - 15.10.11 Service type
 - 15.10.12 Specific LAP request;

15.10.13 Number of units billed;

15.10.14 Travel fees (toll, ferry, parking, mileage); and

15.10.15 Paid amount.

15.11 The contractor must submit a monthly report of all direct bills, with the following:

15.11.1 Unique identifier for request;

15.11.2 Date of service;

15.11.3 Billed amount;

15.11.4 Requester name;

15.11.5 Requester contact information;

15.11.6 Date billed;

15.11.7 Paid amount from requester (if any), and

15.11.8 Reimbursed amount to HCA

15.12 CBA required reports, per Article 12

Per Article 12 of the CBA, the contractor must submit reports to the Union and HCA as outlined below:

a. Deduction Report: On the 20th 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.
- v. 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. Status Report: 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. Tax identification number or other unique identification number;
- ii. LAP name/ID number
- 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 modality; and
- ix. Total amount deducted for each deduction type.

- c. 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 DSHS, DCYF and for HCA. The monthly report will be made available by the end of the subsequent month.

15.13 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.

16 Consideration of Payment – See also Section 3.3 of this Contract

16.1 Spoken Language In Person Interpreter Service Compensation as outlined in the CBA (exhibit D)

Rates:

- a. HCA and Family Member appointments will be paid a minimum of forty-two dollars and thirty-two cents (\$42.32) per hour.

DSHS and DCYF appointments will be paid a minimum of forty-two dollars and thirty-two cents (\$42.32)

DSHS and DCYF social service appointments effective July 1, 2019 are paid an additional hourly premium of two dollars (\$2) per appointment, excluding block-time appointments.

Fifteen-minute increments will be calculated as one unit equal to ten dollars and fifty-eight cents (10.58) per unit.

- b. The length of time of the Interpreter Encounter is calculated in fifteen (15) minute increments, rounded up to the nearest 15-minute increment, with a one hour minimum for regular HCA Medicaid appointments determined from: The time the Encounter started, until the time when the appointment actually concluded, with the following exceptions:

- i. When the LAP arrives early and the Requester, LAP, and the Client agree to begin earlier than the scheduled start time.
- ii. When the LAP arrives late and the Encounter occurs, the Encounter time begins when the LAP arrives.

- c. The direct rate for Block of Time (BOT) appointments for DSHS/DCYF is \$31.00.

- e. For DSHS/DCYF scheduled appointments, an LAP will be paid for a minimum of 90 minutes, regardless of the number of clients present and serviced during each appointment.

- f. DSHS Travel Premium Pilot

For DSHS/DCYF scheduled appointments only, LAPs will be eligible for reimbursement of mileage expenses as follows:

- i. The LAP must travel more than twenty (20) miles one way from their home or place of business or from a DSHS/DCYF scheduled appointment to their home or place of business.
 - ii. The LAP submits a complete request for mileage reimbursement.
 - iii. The travel premium applies for travel beyond the first 20 miles one-way and is paid according to the OFM approved mileage rate.
 - iv. The mileage claimed has been verified and documented by the Contractor using a consistent method (e.g. MapQuest, Google, etc.).
 - v. The travel premium paid by DSHS and DCF during the term of July 1, 2021 through June 30, 2023 is capped at fifty thousand dollars (\$50,000) per State Fiscal Year (SFY).
 - vi. The contractor will supply a monthly report of all mileage for DSHS and DCYF jobs. The report will be due on the 20th day of each month following the month of service.
- g. Spoken Language appointment No-show and cancellations:
 - i. If a Client or Authorized Requester fails to show for interpreting services or cancels six hours or less before the start of the appointment, including in cases of error on the part of the Requester, State, or third parties, an LAP will be paid 30 minutes or 75%, whichever is greater. The process for rounding to 15-minute increments apply.
 - ii. If a client or authorized Requester fails to show for a DSHS or DCYF interpreting service or cancels six hours or less before the start of the appointment, the LAP will be paid at 75% of the scheduled time or a minimum of 5 Units, whichever is more.
 - iii. If the Client, or Authorized Requester cancels 24 hours or less, and greater than six hours before the scheduled start of the appointment, including in cases of error on the part of the Requester, State, or third parties, an Interpreter will be paid 30 minutes or 50% of the time requested, whichever is greater. The process for rounding to 15-minute increments apply.
 - iv. DSHS and DCYF appointments cancelled 24 hours or less, and greater than six hours before the scheduled start of the appointment, will be paid 50% of the scheduled time or a minimum of 3 units, whichever is more.
 - v. If an LAP accepts a job more than four hours from the scheduled start time and it is then cancelled within 30 minutes of being accepted by the LAP, the LAP will not be eligible for payment as a No-show or late cancellation.

- vi. If the LAP accepts a new appointment that overlaps a cancelled or no-show appointment, payment for the cancellation or no-show appointment will be reduced by the replacement work. Under no circumstances shall an LAP be paid twice for the same period of time. This section does not apply to individual appointments within a series of a family appointment.
 - vii. If an appointment ends earlier than the originally scheduled time, an LAP will be paid for seventy-five percent (75%) of the originally scheduled appointment length, or the completed appointment time, whichever is greater. Payment related to this section shall be capped at one-hundred thousand dollars (\$100,000) per year for each fiscal year. The payment minimums apply.
 - viii. The 24 calendar hours for determining Cancelled Appointments shall not include weekends or state recognized holidays.
- h. Family Member Appointments
- i. Appointments must be two (2) or more family members in a series of 90 minutes; or three (3) or more family members in a series of 120 minutes.
 - ii. The appointment must have its own unique identifier (job number) per family member.
 - iii. Appointments must be linked within the series, allowing the LAP the ability to identify linked appointments.
 - iv. The LAP must accept all family member appointments in the series.
 - v. The LAP will be paid from the start time of the first appointment in the series through the actual end time of the last completed appointment in the series, or a minimum of one hour, whichever is greater.
 - vi. At no time will an LAP be paid twice for the same time period.
 - vii. If any appointment within the series of family member appointments is a late cancellation or the client with LEP or the authorized requestor fails to show, the LAP will be paid for thirty (30) minutes.
 - viii. The total payment for cancellations within other completed appointments will not exceed the actual requested time.
 - ix. If an LAP accepts a job more than four (4) hours from the scheduled start time and it is then cancelled within thirty (30) minutes of being accepted by the LAP, the LAP will not be eligible for payment as a no-show or late cancellation.
 - x. If an authorized requester cancels twenty-four (24) hours or less and greater than six (6) hours before the scheduled start of the appointment, a LAP will be paid fifty percent (50%) of the time requester or thirty (30) minutes, whichever is greater.
 - xi. The process for rounding to fifteen (15) minute increments is it applies to this

contract.

- xii. If an authorized requestor cancels with less than six (6) hours before the scheduled start of the appointment, a LAP will be paid seventy-five percent (75%) or thirty (30) minutes, whichever is greater.
- xiii. The twenty-four hours for determine cancelled appointments shall not include weekends or state recognized holidays.

17. Medicaid reimbursement process

- 17.1 HCA will reimburse Medicaid authorized requestors for privately obtained interpreter services for Behavioral Health (BH) (MH and SUD) providers as described below.
- 17.2 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 (MH or SUD) services;
 - c. Must be a valid Medicaid eligible client;
 - d. Must be a valid Medicaid eligible service;
 - e. Must have an unfilled job number (or equivalent) from Contractor;
 - f. Must have proof of a paid Interpreter invoice made by authorized requester:
 - i. Certification of Interpreter credentialing is not required.
 - g. Must be submitted within 90 calendar days of the date of appointment.
- 17.3 Contractor must verify all information is complete prior to submitting claim to ProviderOne.
 - a. Claims must be submitted with the appropriate modifiers to identify BH claims
 - i. U9 – Mental Health (MH),
 - ii. U8 – Substance Use Disorder (SUD)
- 17.4 The contractor will bill ProviderOne and provide reimbursement to authorized requestors following the CBA in-person rates.
 - a. Claims submitted to ProviderOne are prohibited from exceeding the amount paid by the authorized requester; and
 - b. Behavioral Health (MH or SUD) interpreter services are prohibited from exceeding the CBA rates.

18. Family Member Appointment Overpayment Process

Family Member Appointments (FMAs) were incorrectly calculated by Contractor

during the period of July 1, 2018 through April 2019; they were billed to HCA through P1 and paid to LAPs creating an overpayment to the LAPs. Contractor is responsible for the collection of the FMA overpayment and must identify LAPs and collect, adjust and track repayments. Contractor will also track any LAP they refer to outside collection processes if LAP fails to meet the repayment period.

The Family Member Appointment Overpayment Process outlined in this section 18 will expire May 30, 2024.

18.1 Universal Report

Contractor will provide detailed information on the report "FMA Overpayments-Master" identifying LAPs and overpayments per identified claim. The report will include:

- a. Job number
- b. Interpreter name/ID number,
- c. Overpaid job data,
- d. Overpaid amount per LAP,
- e. Minimum pay period deduction,
- f. Pay in full 'by date'.

18.2 LAP FMA Procedures

It is the responsibility of Contractor to ensure repayment is made using the HCA approved collection process identified as:

- a. Notify LAPs of the total FMA overpayments, including:
 - i. Job numbers
 - ii. Total amount overpaid,
 - iii. Repayment plan options,
 - iv. Date of first repayment,
 - v. Response due date,
- b. In notifying LAPs, Contractor will use the contractors approved method of notification,
- c. Contractor will document LAP responses and save to LAP online file.
- d. Contractor will offer the following repayment plans:
 - i. One-time payment, made directly to Contractor for the full amount. Payable within ninety (90) calendar days of Interpreter notification.
 - ii. Deductions of equal amounts per pay period, as follows:
 1. For Interpreters that owe up to \$799.99, a deduction of equal amounts for sixteen (16) pay periods will be allowed;
 2. For Interpreters that owe between \$800-\$999.99, a deduction of equal amounts for twenty (20) pay periods will be allowed, with payments not to exceed \$100 per month;
 3. For Interpreters that owe more than \$1000, a deduction

of equal amounts until overpayment is recovered in full will be allowed, with payments not to exceed \$100 per month.

- iii. Repayment by deductions will begin with the LAPs May 5, 2021 pay statement.
- iv. If at the end of the LAP repayment period and the overpayment has not been paid in full, the LAP must make a final payment for the outstanding balance to the Contractor within thirty (30) calendar days.
 - (1) In the event the Interpreter does not make final repayment, on the thirty-first (31st) calendar day, Contractor may seek other lawful methods to recover the outstanding debt.
- v. In the event the LAP does not make any payment under the available repayment plans within the first ninety (90) calendar days, on the ninety-first (91st) calendar day, Contractor may seek other lawful methods to recover the outstanding debt.
- vi. Contractor must consult with HCA prior to taking any other legal action with LAP, and HCA agrees not to unreasonably withhold consent to legal action.

18.3 Repayment process:

Contractor is responsible to adjust overpaid claims through P1 and report all adjustments on the report provided titled "FMA Overpayments - Master."

- a. Contractor will adjust the original claim once a payment is made by LAP.
- b. Contractor will adjust all overpaid claims using the original TCN through the P1 systems.
- c. To correct the claim, Contractor will adjust the claim with the approved adjusted amount.
- d. Contractor will update the "Overpayment Tracking – LAP Services – Qtrly Information from Universal" with the adjusted date.
- e. Contractor may submit corrected claims in batches or another method as determined by Contractor. The method Contractor uses must not alter the method for collecting overpayments from LAPs as described above.
- f. If an LAP has not responded within ninety (90) calendar days from the notification date, or has not repaid the full overpayment within thirty (30) calendar days from the end of the LAP's repayment period, per CBA Article 7.5.B.c, Contractor may seek other lawful methods to recover the outstanding overpayment amount from LAP. If after diligent and professional efforts to collect, Contractor is unable to recover overpayment amounts, Contractor will notify HCA of amounts deemed uncollectible, and after such notice, will adjust outstanding overpayments in P1 within sixty (60) days to repay HCA on uncollectable amounts.

18.4 HCA Reporting

- a. HCA will provide to Contractor the “Overpayment Tracking – LAP Services – Qtrly information from Universal.” Contractor will document the date each claim has been adjusted on the report and return to HCA on a quarterly basis.
- b. Each quarter, Contractor must document the date the claim was submitted with the corresponding Job Number documented on the file. The file must be submitted to HCA no later than the 5th business day of the month following the end of each quarter. The reporting periods are:
 - i. January—March
 - ii. April—June
 - iii. July—September
 - iv. October—December
- c. Contractor will create and maintain a tracking system to be available to HCA upon request. The tracking system will document at a minimum:
 - i. LAP’s name
 - ii. LAP repayment selection
 - iii. LAP repayment period final due date
 - iv. Job numbers
 - v. Date job corrected in P1
 - vi. Date of each LAP payment or deduction
 - vii. Amount of each payment or deduction
 - viii. LAP outstanding balance
- d. These records must have appropriate accounts receivable/payable documentation and must clearly match up with the overpayments owed by each LAP and the P1 corrected claims and report described above. These records must be readily available upon request.
- e. Failure to comply will result in a corrective action which may include, but is not limited to, withholdings of monthly administrative payment as outlined in section 3.6, Performance Incentives and Penalties.

Schedule B – Left Intentionally Blank

Schedule C

Urgent Health Crisis – Over-the-Phone Interpreter (OPI) Services – Statement of Work

In the event of an urgent health crisis, as identified by HCA and through notification to the Contractor, the Contractor agrees to provide services and deliverables, and do all things necessary for, or incidental to, the performance of work as set forth in the Contract, Schedule C, as set forth below, and as may be agreed upon between Contractor and HCA.

1 Implementation

- 1.2 Contractor will immediately work to secure the necessary goods and services, including staff, telecommunication and other hardware and software necessary to provide the OPI services as described herein.
- 1.3 Contractor will begin providing OPI services to Medicaid clients within 14 days of Amendment execution, or future notification from HCA, unless otherwise agreed to by both parties.
- 1.4 HCA shall pay Contractor the charges and fees set forth below in Contractor's OPI Pricing Summary which is currently believed to be suitable for the satisfactory performance of the Services.

OPI Pricing Summary

| | |
|--|--------------|
| Onetime telecom, networking and capacity charges | \$257,099.15 |
| Monthly Admin Fee | \$45,390.00 |
| ULS Per-Minute Usage Charges | \$0.56 |

Given the urgent health crisis and need for Contractor to promptly commence with performance of the services, HCA and Contractor agree that the proposed pricing is based on best available information (including currently anticipated volume of 429 calls per business day, i.e. 283,140 minutes/month based on 30 minutes per call, with a peak concurrent call volume of 69 calls) and may be subject to further modification as may be necessary to account for increased usage, and additional and/or unforeseen costs.

Additional minutes, beyond the estimated minutes per month above, must be approved in writing (email acceptable) by HCA. HCA may require additional changes to the OPI Pricing Summary to be updated by amendment to the Contract and this Statement of Work.

- 1.5 HCA will provide prompt notification when OPI services are needed, and when they are no longer needed or authorized.

2 Over-the-Phone Interpreter (OPI) Option

- 2.1 Contractor will add an OPI option to services identified in the Contract and Schedules for requestors and interpreters within the Contractor Salesforce platform. The OPI option will apply to HCA Medicaid requests only and will include the following:

- a. OPI services for traditional appointments where the client is at the requestor's location; and
- b. Telemedicine where the client, requestor, and interpreter are all in different locations.

- 2.2 Contractor will provide all staffing, services, telecommunication and other hardware, software, and any other goods and services required to successfully provide OPI services, based on the budget amounts approved and paid-for by HCA.
- 2.3 Contractor is responsible for conducting all conferencing functions to connect requestors, interpreters, and clients.
- 2.4 Contractor must track all job and billing data related to OPI using the same methods as in-person data.
- 2.5 Contractor must provide information on how to interpret in a HIPAA compliant environment for OPI and encourage interpreters to comply.
- 2.6 All collective bargaining requirements remain in full effect.
- 2.7 All contract compliance requirements remain in full effect.

Attachment 1

Languages of High Demand more than 100

| Language |
|-------------------|
| Amharic |
| Burmese |
| Chinese |
| Dari |
| French |
| Mandarin |
| Nepali |
| Punjabi |
| Tigrinya |
| Ukrainian |
| Cambodian (Khmer) |
| Oromo (Oromifa) |
| Farsi (Persian) |

Exhibit C

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:
 - (a) Omit or add nothing;
 - (b) Give consideration to linguistic variations in both the source and target languages; and
 - (c) 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:
 - (a) 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;
 - (b) Not use the department's time, facilities, equipment or supplies for private gain or other advantage; and
 - (c) Not use or attempt to use their position to secure privileges or exemptions.
- (6) **Nondiscrimination.** Interpreters/translators must:
 - (a) Always be impartial and unbiased;
 - (b) 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
 - (c) 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:

- (a) Counsel, refer, give advice, or express personal opinions to the individuals for whom they are interpreting/translating;
- (b) Engage in activities with clients that are not directly related to providing interpreting and/or translating services to DSHS;
- (c) Have unsupervised access to DSHS clients, including but not limited to phoning clients directly, other than at the request of a DSHS employee;
- (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
- (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.

- (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
- (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:


- (a) Professional interpreter/translator training;
- (b) Continuing education; and
- (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 D
Collective Bargaining Agreement (CBA)
Local 1671

The current CBA for Local 1671 – Interpreters United can be found here:
https://www.ofm.wa.gov/sites/default/files/public/labor/agreements/19-21/nse_lap.pdf

The CBA changes every two years, future agreements will be posted [on OFM's website.](#)

| | | |
|--|---|---|
|  | CONTRACT AMENDMENT | HCA Contract No.: K2474 Amendment No.: 6 |
| THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below. | | |
| CONTRACTOR NAME Universal Language Service, Inc. | CONTRACTOR doing business as (DBA) | |
| CONTRACTOR ADDRESS 929 108 th Avenue NE, Suite 710 Bellevue, WA 98004-4769 | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) | |

WHEREAS, HCA and Contractor previously entered into a Contract for interpreter services, and;

WHEREAS, HCA and Contractor previously amended the Contract;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to amend the Family Member Appointment Overpayment Process;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. Schedule A, *Statement of Work*, Section 18 is updated with amended content and restated here as follows:

18. Family Member Appointment Overpayment Process

Family Member Appointments (FMAs) were incorrectly calculated by Contractor during the period of July 1, 2018, through April 2019; they were billed to HCA through P1 and paid to language access providers (LAPs) creating an overpayment to the LAPs. Contractor is responsible for the collection of the FMA overpayment and must identify LAPs and collect, adjust and track repayments. Contractor will also track any LAP they refer to outside collection processes if LAP fails to meet the repayment period.

The Family Member Appointment Overpayment Process outlined in this section 18 will expire May 30, 2024.

- 18.1 Universal Report

Contractor will provide detailed information on the report "FMA Overpayments-Master" identifying LAPs and overpayments per identified claim. The report will include:

- a. Job number;

- b. LAP name/ID number;
- c. Overpaid job data;
- d. Overpaid amount per lap;
- e. Minimum pay period deduction; and
- f. Pay in full 'by date'.

18.2 LAP FMA Procedures

It is the responsibility of Contractor to ensure repayment is made using the HCA approved collection process identified as:

- a. Notify LAP of the total FMA overpayments, including:
 - i. Job numbers;
 - ii. Total amount overpaid;
 - iii. Repayment plan options;
 - iv. Date of first repayment; and
 - v. response due date.
- b. In notifying LAPs, Contractor will use the Contractor's approved method of notification,
- c. Contractor will document LAP responses and save to the LAPs online file.
 - i. Contractor will offer the following repayment plans:
 - ii. One-time payment, made directly to Contractor for the full amount. Payable within ninety (90) calendar days of LAP notification.
 - iii. Deductions of equal amounts per pay period, as follows:
 - 1. For LAPs that owe up to \$799.99, a deduction of equal amounts for sixteen (16) pay periods will be allowed.
 - 2. For LAPs that owe between \$800-\$999.99, a deduction of equal amounts for twenty (20) pay periods will be allowed, with payments not to exceed \$100 per month.
 - 3. For LAPs that owe more than \$1000, a deduction of equal amounts until overpayment is recovered in full will be allowed, with payments not to exceed \$100 per month.
 - iv. Repayment by deductions will begin with the LAPs May 5, 2021 pay statement.
 - v. If at the end of the LAP repayment period and the overpayment has not been paid in full, the LAP must make a final payment for

the outstanding balance to the Contractor within thirty (30) calendar days.

1. In the event the LAP does not make final repayment, on the thirty-first (31st) calendar day, Contractor may seek other lawful methods to recover the outstanding debt.
- vi. In the event the LAP does not make any payment under the available repayment plans within the first ninety (90) calendar days, on the ninety-first (91st) calendar day, Contractor may seek other lawful methods to recover the outstanding debt.
- vii. Contractor must consult with HCA prior to taking any other legal action with the LAP, and HCA agrees not to unreasonably withhold consent to legal action.

18.3 Repayment process:

Contractor is responsible to:

- a. Update the "Overpayment Tracking – Interpreter Services – Qtrly Information from Universal" with the received payment date by LAP.
- b. Submit a payment to HCA via check to equal the adjustment amount on the "Overpayment Tracking – Interpreter Services – Qtrly Information from Universal" report received for each quarter.
- c. Payments must be sent directly to HCA at:

HCA Medicaid Accounting
Attn: Cheri Wright
PO Box 42691
Olympia, WA 98506-2691

- d. Notify HCA IS contract manager via email when payment is sent.
- e. If an LAP has not responded within ninety (90) calendar days from the notification date or has not repaid the full overpayment within thirty (30) calendar days from the end of the LAPs repayment period, per CBA Article 7.5.B.c, Contractor may seek other lawful methods to recover the outstanding overpayment amount from Interpreter.
- f. If after diligent and professional efforts to collect, Contractor is unable to recover overpayment amounts, Contractor will notify HCA of amounts deemed uncollectible, and after such notice, will submit a payment via check to HCA within sixty (60) days to repay HCA on uncollectable amounts.


18.4 Reporting

- a. HCA will provide to Contractor the “Overpayment Tracking – Interpreter Services – Qtrly information from Universal.” Contractor will document the date each claim has been paid on the report and return to HCA on a quarterly basis.
 - b. Each quarter, the file must be submitted to HCA no later than the 5th business day of the month following the end of each quarter. The reporting periods are:
 - i. January—March;
 - ii. April—June;
 - iii. July—September; and
 - iv. October—December.
 - c. Contractor will create and maintain a tracking system to be available to HCA upon request. The tracking system will document at a minimum:
 - i. LAPs name;
 - ii. LAPs repayment selection;
 - iii. LAPs repayment period final due date;
 - iv. Job numbers;
 - v. Date of each LAP payment or deduction;
 - vi. Amount of each payment or deduction; and
 - vii. LAP outstanding balance.
 - d. These records must have appropriate accounts receivable/payable documentation and must clearly match up with the overpayments owed by each LAP and report described above. These records must be readily available upon request.
 - e. Failure to comply will result in a corrective action which may include, but is not limited to, withholdings of monthly administrative payment as outlined in section 3.6, Performance Incentives and Penalties.
2. This Amendment will be effective as of the date of last signature shown below.
 3. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
 4. All other terms and conditions of the Contract remain unchanged and in full force and effect.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW.

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

| | | |
|---|---|----------------------------------|
| <p>CONTRACTOR SIGNATURE <small>DocuSigned by:</small> <i>Elena Vasiliev</i></p> | <p>PRINTED NAME AND TITLE Elena Vasiliev CEO and President</p> | <p>DATE SIGNED 8/27/2021</p> |
| <p>HCA SIGNATURE <small>DocuSigned by:</small> <i>Rachelle Amerine</i></p> | <p>PRINTED NAME AND TITLE Rachelle Amerine, Contracts Administrator</p> | <p>DATE SIGNED 8/19/2021</p> |

| | | |
|--|---|---|
|  | CONTRACT AMENDMENT | HCA Contract No.: K2474 Amendment No.: 7 |
| THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below. | | |
| CONTRACTOR NAME Universal Language Service, Inc. | CONTRACTOR doing business as (DBA) | |
| CONTRACTOR ADDRESS 929 108 th Avenue NE, Suite 710 Bellevue, WA 98004-4769 | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) | |

WHEREAS, HCA and Contractor previously entered into a Contract for spoken language interpreter services, and;

WHEREAS, HCA and Contractor previously amended the Contract;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to add the requirement for COVID-19 Vaccination for LAPs providing language access services;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. Section 3, Special Terms and Conditions, a new subsection 3.8 COVID-19 Vaccination Requirement, is added as follows:

3.8 COVID-19 Vaccination Requirement for all LAPs

- 3.8.1 Contractor must ensure that all LAPs, providing language access services to HCA medical and DSHS and DCYF social service appointments provide proof of full vaccination to Contractor. COVID-19 vaccination requirement is effective on October 18, 2021. LAPs must not be permitted to accept any job under this Contract unless they meet the COVID-19 vaccination requirement. Contractor must keep records of proof of vaccination in accordance with the retention terms of this Contract. Any exemptions and accommodations will be processed by HCA.
- 3.8.2 All policies, procedures, manuals, training and other guidance or materials must be updated to reflect this requirement within 30 calendar days of execution of Amendment 7.
- 3.8.3 HCA may provide additional implementation guidance to Contractor through a formal Contract management letter. Contractor must comply with the additional implementation guidance as provided.

All remaining subsections are subsequently renumbered and internal references updated accordingly.


2. Schedule A, Spoken Language Statement of Work, Section 6 Contracting with LAPs, subsection 6.3 is amended to read as follows:
 - 6.3 Provide Orientation and education for performing services under this Contract. This includes ensuring LAPs receive the required orientation prior to providing services under this Contract. The Orientation must include all of the following:
 - a. How to review, accept, and reject appointments, including appointments through text message and mobile contractor's dedicated website;
 - b. Code of Conduct;
 - c. BAA;
 - d. IPSA;
 - e. HIPAA;
 - f. Incident Resolution process (IRP);
 - g. Payment dispute process;
 - h. Approve appointments for payment;
 - i. Timelines required for contract;
 - j. Immunization requirements for LAPs in accordance with subsection 6.6;
 - k. Eligibility requirements for Block of Time appointments;
 - l. DSHS Social Service appointments;
 - m. DCYF Social Service appointments;
 - n. HCA Medicaid appointments; and
 - o. Travel expense reimbursement requirements.
3. Schedule A, Spoken Language Statement of Work, Section 6 Contracting with LAPs, subsection 6.6 is amended to read as follows:
 - 6.6 Maintain documentation that LAPs have completed all required documents to provide services under this contract:
 - a. Are Certified, Authorized, or Recognized by DSHS LTC for spoken languages;
 - b. Have a valid Washington State Unified Business Identifier (UBI) number or tax registration number;
 - c. Sign and comply with the [DSHS Language Interpreter and Translator Code of Professional Conduct](#);
 - d. Sign and comply with the incident resolution policy;
 - e. Signed ISPA and BAA;
 - f. Copy of a Washington State background check;
 - g. Proof of immunization status for all LAPs to include:
 1. Full COVID-19 vaccination; and

2. Additional vaccinations or health related actions as determined by DOH, to respond and/or treat public health emergencies, epidemics, or pandemics alerts.
- h. Proof of immunization status for medical LAPs to include:
1. Current season influenza vaccine as determined by the Washington State Department of Health (DOH).
 - a. No influenza vaccine is required outside of influenza season, which must begin on November 30 of that year, unless the DOH issues notice of a flu pandemic prior to the start of the flu season, and the flu season must end via declaration from DOH. Medical LAPs may be eligible for assignments at any time after the current influenza vaccine is administered.
 2. Measles, Mumps, and Rubella (MMR) vaccine, two (2) doses, one (1) month apart, on or after the medical LAP's first (1st) birthday or proof of immunity, or proof of:
 - a. Rubella (German Measles) vaccine; and
 - b. Rubeola (hard measles) vaccine; and
 - c. Mumps vaccine.
 3. Varicella (Chickenpox or Shingles) vaccine, two (2) doses, four (4) to eight (8) weeks apart or proof of immunity;
 4. Tdap (Tetanus, Diphtheria, and Pertussis);
 - a. one (1) dose on or after age 11, TD (Tetanus and Diphtheria); and
 - b. one (1) dose of Td every ten years after; or
 - c. proof of immunity; or
 - d. one (1) dose on or after age 11, Td (Tetanus and Diphtheria); and
 - e. Diphtheria vaccine; and
 - f. Pertussis vaccination.
 5. Tuberculosis (TB) screening.
 - a. Documentation of annual:
 - i. TB skin testing; or
 - ii. Quantiferon; or
 - iii. T-Spot lab test.
 - b. If any test is positive:
 - i. Documentation of one negative chest x-ray as soon as possible after the initial test; and
 - ii. Annual symptoms checklist completed and signed by the LAP's primary care provider.
 6. Additional vaccinations or health related actions as determined by DOH, to respond and/or treat public health emergencies, treat epidemics, or pandemics alerts.

7. Contractor must describe the immunization tracking procedures and process to HCA.
 8. There are no exemptions from the immunization process for interpreters that fill Medicaid in-person health care appointments.
4. Schedule A, Spoken Language Statement of Work, Section 13 Policies and Procedures, subsection 13.1.f, is amended to read as follows:
- f. Must have method for collecting, verifying, and monitoring immunizations required for LAPs:
The Contractor must explain in detail how they will:
 1. Validate/verify immunizations, testing, or proof of immunity;
 2. Stay informed on the flu season;
 3. Stay informed on public health emergencies, epidemics and/or pandemics and;
 4. Notify LAPs of expiring immunizations, or new immunization requirements.
 5. This Amendment will be effective as of the date of last signature shown below.
 6. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
 7. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

| | | |
|--|---|--------------------------|
| CONTRACTOR SIGNATURE <small>DocuSigned by:</small> <i>Elena Vasiliev</i> | PRINTED NAME AND TITLE Elena Vasiliev CEO and President | DATE SIGNED 9/29/2021 |
| HCA SIGNATURE <small>DocuSigned by:</small> <i>Rachelle Amerine</i> | PRINTED NAME AND TITLE Rachelle Amerine Contracts Administrator | DATE SIGNED 9/29/2021 |

| | | |
|--|---|---|
|  | CONTRACT AMENDMENT | HCA Contract No.: K2474 Amendment No.: 8 |
| THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below. | | |
| CONTRACTOR NAME Universal Language Service, Inc. | CONTRACTOR doing business as (DBA) | |
| CONTRACTOR ADDRESS 929 108 th Avenue NE, Suite 710 Bellevue, WA 98004-4769 | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) | |

WHEREAS, HCA and Contractor previously entered into a Contract for spoken language interpreter services, and;

WHEREAS, HCA and Contractor previously amended the Contract;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to revise language in Schedule A, Spoken Language Statement of Work;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. Schedule A, Spoken Language Statement of Work, Section 5, Outreach and Education, Subsection 5.5 is amended to read as follows: HCA reserves the right to review and approve all materials and require the Contractor to conduct additional outreach.
2. Schedule A, Spoken Language Statement of Work, Section 6, Contracting with LAPs, Subsection 6.6 is amended to add i. and to read as follows:
 - 6.6 Maintain documentation that LAPs have completed all required documents to provide services under this contract:
 - a. Are certified, Authorized, or Recognized by DSHS LTC for spoken languages;
 - b. Have a valid Washington Stat Unified Business Identifier (UBI) number or tax registration number;
 - c. Sign and comply with the [DSHS Language Interpreter and Translator Code of Professional Conduct](#);
 - d. Sign and comply with the incident resolution policy;
 - e. Signed ISPA and BAA;
 - f. Copy of a Washington State background check;

g. Proof of immunization status for all LAPs to include:

1. Full COVID-19 vaccination; and
2. Additional vaccinations or health related actions as determined by DOH, to respond and/or treat public health emergencies, epidemics, or pandemics alerts.


h. Proof of immunization status for medical LAPs to include:

1. Current season influenza vaccine as determined by the Washington State Department of Health (DOH).
 - a. No influenza vaccine is required outside of influenza season, which must begin on November 30 of that year, unless the DOH issues notice of a flu pandemic prior to the start of the flu season, and the flu season must end via declaration from DOH. Medical LAPs may be eligible for assignments at any time after the current influenza vaccine is administered.
2. Measles, Mumps, and Rubella (MMR) vaccine, two (2) doses, one (1) month apart, on or after the medical LAP's first (1st) birthday or proof of immunity, or proof of:
 - a. Rubella (German Measles) vaccine; and
 - b. Rubeola (hard measles) vaccine; and
 - c. Mumps vaccine.
3. Varicella (Chickenpox or Shingles) vaccine, two (2) doses, four (4) to eight (8) weeks apart or proof of immunity;
4. Tdap (Tetanus, Diphtheria, and Pertussis);
 - a. one (1) dose on or after age 11, TD (Tetanus and Diphtheria); and
 - b. one (1) dose of Td every ten years after; or
 - c. proof of immunity; or
 - d. one (1) dose on or after age 11, Td (Tetanus and Diphtheria); and
 - e. Diphtheria vaccine; and
 - f. Pertussis vaccination.
5. Tuberculosis (TB) screening.

- a. Documentation of annual:
 - i. TB skin testing; or
 - ii. Quantiferon; or
 - iii. T-Spot lab test;
 - b. If any test is positive:
 - i. Documentation of one negative chest x-ray as soon as possible after the initial test; and
 - ii. Annual symptoms checklist completed and signed by the LAP's primary care provider.
6. Additional vaccinations or health related actions as determined by DOH, to respond and/or treat public health emergencies, epidemics, or pandemics alerts.
 7. Contractor must describe the immunization tracking procedures and process to HCA.
 8. There are no exemptions from the immunization process for interpreters that fill Medicaid in-person health care appointments.
- i. Proof of immunization status as identified in Schedule A, Section 6.6.g and 6.6.f for all medical LAPs and for Social Service LAPs who accept jobs with DSHS' twenty-four (24) hour facilities on or after April 15, 2022. The facilities covered by this requirement are:
 1. Child Study and Treatment Center;
 2. Eastern State Hospital;
 3. Western State Hospital;
 4. Special Commitment Center;
 5. Maple Lane Competency Restoration Program; and
 6. Fort Steilacoom competency Restoration program.
3. This Amendment will be effective as of the date of last signature shown below.
 4. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
 5. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

| | | |
|--|---|--------------------------|
| CONTRACTOR SIGNATURE <small>DocuSigned by:</small> <i>Elena Vasiliev</i> | PRINTED NAME AND TITLE Elena Vasiliev President and CEO | DATE SIGNED 3/29/2022 |
| HCA SIGNATURE <small>DocuSigned by:</small> <i>Rachelle Amerine</i> | PRINTED NAME AND TITLE Rachelle Amerine Contracts Administrator | DATE SIGNED 3/29/2022 |

| | | |
|--|---|---|
|  | CONTRACT AMENDMENT | HCA Contract No.: K2474 Amendment No.: 9 |
| THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below. | | |
| CONTRACTOR NAME Universal Language Service, Inc. | CONTRACTOR doing business as (DBA) | |
| CONTRACTOR ADDRESS 929 108 th Avenue NE, Suite 710 Bellevue, WA 98004-4769 | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) | |

WHEREAS, HCA and Contractor previously entered into a Contract for spoken language interpreter services, and;

WHEREAS, HCA and Contractor previously amended the Contract, under Amendment 2, to add Over-the-Phone Interpreter (OPI) services in Schedule C;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to end the provision for OPI and video-based interpreter services and include closeout processes;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. The terms and conditions of this Amendment remain in effect for the purposes of processing all phone and video job requests scheduled under the terms of Schedule C and with dates of service on or before April 30, 2022.
 - a. Interpreter payment rates and terms described in Schedule C remain in effect for dates of service on or before April 30, 2022. Effective May 1, 2022, Schedule C will not be effective for new requests for phone and video remote interpreting services; Schedule C will only be effective for the purpose of the close-out duties described in Section 6 of this Amendment.
 - b. HCA will pay Contractor a one-time administration rate of \$32,610.68 for completion of the close-out duties described in Section 6 of this Amendment. Before payment can be made, Contractor must invoice HCA and show that the close-out duties in Section 6 have been completed (i.e. when the last job is billed).
 - c. HCA will not be responsible for any administration costs incurred by DSHS or DCYF for social service jobs.
 - d. Schedule C is considered final and no longer in effect November 30, 2022, or when the last job is billed, whichever comes first.
2. Effective April 30, 2022, Contractor will end the option for phone and video remote interpreting services and will not accept new requests for phone and video remote interpreting services


under Schedule C. HCA will not pay for any phone or video remote interpreter service scheduled or provided under this Contract with a date of service (DOS) of May 1, 2022, or later.

3. Nothing in this Contract is intended to impact the Contractor's efforts to stand-up HCA Contract K4724 for Over-the-Phone and Video-Remote Interpreting services.
4. The Contractor will provide all software and staffing necessary to complete the closeout tasks as described in Section 6 below. The Contractor is responsible for all administrative duties necessary to process all interpreter jobs scheduled under the terms of Schedule C and with DOS prior to May 1, 2022.
5. For the purposes of this Amendment, all references to "jobs" or "requests" are exclusively related to services requested under Schedule C.
6. Close-Out Termination Duties / Administrative Tasks
 1. Contractor will develop a process for closing out Schedule C, which will describe the tasks and duties Contractor will take. The close-out process will be reviewed and approved by both parties and will be incorporated into the Contract by reference.
 2. Any changes to the process must be approved by both parties and will be incorporated into the Contract by reference.
 3. Contractor will update all communications and materials including manuals and websites, and distribute weekly notifications as described in the close out process.
 - i. All materials must be approved by HCA.
 4. Contractor will immediately make all necessary software updates to end requestor's ability to schedule phone and video-based jobs under this Contract.
 5. The Contractor will cancel all pre-scheduled phone or video requests with DOS May 1, 2022, and later, in accordance with the close out process:
 - i. Contractor will use Salesforce reports to identify all impacted jobs.
 - ii. Contractor will cancel all identified jobs through a mass upload.
 - a) Mass upload will apply to jobs identified with the 'Phone Pre-Scheduled' type of service and with reference to a video conferencing link in the "notes to interpreter field".
 - iii. Contractor will use the jobs status "Cancelled: Not Billable."
 - a) This job status must be visible to requestors and LAPs.
 - b) Contractor will include a note for the reason of cancellation in the requestor's view of the job request.
 - iv. Contractor will send email notification to the requestors and LAPs for any job cancelled.

- a) The standard cancelation notice will be used.
- 6. Contractor will monitor newly submitted requests and provide targeted technical assistance to any requestor utilizing the in-person contract incorrectly.
- 7. Effective April 29, 2022, Requests utilizing the “phone pre-scheduled” type of service will be placed in “On Hold” status
 - i. The Contractor will update the job status to “invalid entry” and notify the requester.
 - ii. If determined that the job was intended to be scheduled as an in-person job, the Contractor will remove the job from “On Hold” status and the job will enter the “eligibility verification” phase.
- 8. Requests utilizing the “in-person” type of service, that appear to be intended as a phone or video job, with a DOS of May 1, 2022, or later, Contractor will monitor for an additional thirty (30) days following May 1, 2022.
 - i. The Contractor will update the job status to “invalid entry” and notify the requester.
 - ii. If determined that the job was intended to be scheduled as an in-person job, the contractor will remove the job from “On Hold” status and the job will enter the “eligibility verification” phase.
- 7. This Amendment will be effective as of the date of last signature shown below.
- 8. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
- 9. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

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| CONTRACTOR SIGNATURE <small>DocuSigned by:</small> <i>Elena Vasiliev</i> | PRINTED NAME AND TITLE Elena Vasiliev President and CEO | DATE SIGNED 5/10/2022 |
| HCA SIGNATURE <small>DocuSigned by:</small> <i>Rachelle Amerine</i> | PRINTED NAME AND TITLE Rachelle Amerine Contracts Administrator | DATE SIGNED 5/10/2022 |

| | | |
|--|---|--|
|  | CONTRACT AMENDMENT | HCA Contract No.: K2474 Amendment No.: 10 |
| THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below. | | |
| CONTRACTOR NAME Universal Language Service, Inc. | CONTRACTOR doing business as (DBA) | |
| CONTRACTOR ADDRESS 929 108 th Avenue NE, Suite 710 Bellevue, WA 98004-4769 | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) | |

WHEREAS, HCA and Contractor previously entered into a Contract for spoken language interpreter services; and

WHEREAS, HCA and Contractor previously amended the Contract; and

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to allow special considerations for DCYF and DSHS LAP scheduling; and

NOW THEREFORE, the parties agree the Contract is amended as follows:


1. Effective May 1, 2022, Contractor will allow the Washington State Department of Children, Youth, and Families (DCYF) and Department of Social and Health Services (DSHS) to continue scheduling virtual and over-the-phone social services LAPs, due to continuing urgent health crisis, for DCYF and DSHS social service appointments.
 - a. On the Universal Language portal DCYF and DSHS authorized requesters will schedule an 'in-person' appointment. In the "interpreter notes" section of the appointment request, DCYF or DSHS requester will indicate if the interpretation occurs over the telephone or virtually (e.g., Zoom or other video technology). DCYF and DSHS may continue to schedule in-person appointments.
 - b. DCYF and DSHS are required to list instructions for LAP to join the meeting/appointment. DCYF is responsible to troubleshoot all technology issues. Whenever possible, DCYF and DSHS will include the name and phone number of the social service worker the interpreter should reach out to, if they are having trouble accessing the appointment.
 - c. Universal Language is not required to provide technology assistance for the remote interpreting appointments (i.e., over-the-telephone or virtual appointments) scheduled for DCYF or DSHS.
 - d. DCYF and DSHS will consider these appointments to be "in-person" and all in-person rates and other requirements in the CBA will be followed by Universal Language.

- e. These changes will be in place until rescinded by written amendment. Intent to rescind these changes must be communicated at a minimum of 14 business days prior to the intended end date.
- 2. DCYF will pay an additional monthly administrative fee to Contractor of \$907.80 for the duration of the time that remote services are being offered.
- 3. DSHS will (under K492-00-2-06) pay an additional monthly administrative fee to Contractor of \$5,446.80 for the duration of the time that remote services are being offered.
- 4. A new definition is added to Section 2, Definitions, as follows:

“Coordinating Entity” means the contracted vendor under this Contract (i.e., the Contractor) that provides coordination and administrative services for HCA’s spoken language interpreter services program.
- 5. This Amendment will be effective as of May 1, 2022.
- 6. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
- 7. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

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| <p>CONTRACTOR SIGNATURE <small>DocuSigned by:</small> <i>Elena Vasiliev</i></p> | <p>PRINTED NAME AND TITLE Elena Vasiliev President and CEO</p> | <p>DATE SIGNED 5/9/2022</p> |
| <p>HCA SIGNATURE <small>DocuSigned by:</small> <i>Rachelle Amerine</i></p> | <p>PRINTED NAME AND TITLE Rachelle Amerine Contracts Administrator</p> | <p>DATE SIGNED 5/4/2022</p> |

| | | |
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|  | CONTRACT AMENDMENT | HCA Contract No.: K2474 Amendment No.: 11 |
| THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below. | | |
| CONTRACTOR NAME Universal Language Service, Inc. | CONTRACTOR doing business as (DBA) | |
| CONTRACTOR ADDRESS 929 108 th Avenue NE, Suite 710 Bellevue, WA 98004-4769 | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) | |

WHEREAS, HCA and Contractor previously entered into a Contract for spoken language interpreter services; and

WHEREAS, HCA and Contractor previously amended the Contract; and

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to: (1) add a definition for Type of Service, (2) change the Contractor Contract Manager, and (3) revise Schedule A, Spoken Language Statement of Work; and

NOW THEREFORE, the parties agree the Contract is amended as follows:

- Section 2, Definitions, is amended to add a new definition of "Type of Service," as follows:

"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 three modes of interpreting that cover contract K2474 In-Person and K4724 Over-the-phone (OPI) and video remote interpreting (VRI).

- Section 3.9, Contractor and HCA Contract Managers, 3.9.3 is amended to read as follows:

3.9.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

| CONTRACTOR Contract Manager Information | | Health Care Authority Contract Manager Information | |
|--|--|---|--|
| Name: | Jessica Fahrenbruch | Name: | Katherine Templet |
| Title: | Contract Manager | Title: | Program Manager |
| Address: | 929 108 th Ave NE Suite 710 Bellevue, WA 98004 | Address: | PO Box 45530 Olympia, WA 98504-5530 |
| Phone: | 425-691-3201 | Phone: | 360-725-0769 |
| Email: | JessicaFahrenbruch@ULSonli | Email: | katherine.templet@hca.wa.gov |

3. Schedule A, Spoken Language Statement of Work, Section 1, General Requirements, subsection 1.6.b.2.i is amended to read as follows:

- i. In-person interpreting services rate of pay will be paid a minimum of forty-three dollars and forty-eight cents (\$43.48) per hour effective July 1, 2022

4. Schedule A, Spoken Language Statement of Work, Section 15, Required Reports for IS Program Monitoring, 15.2.l is amended to read as follows:

- l. Type of Service


5. This Amendment will be effective July 1, 2022.

6. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.

7. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

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| <p>CONTRACTOR SIGNATURE</p> <p><small>DocuSigned by:</small></p> <p><i>Elena Vasiliev</i></p> | <p>PRINTED NAME AND TITLE</p> <p>Elena Vasiliev</p> <p>President and CEO</p> | <p>DATE SIGNED</p> <p>7/21/2022</p> |
| <p>HCA SIGNATURE</p> <p><small>DocuSigned by:</small></p> <p><i>Rachelle Amerine</i></p> | <p>PRINTED NAME AND TITLE</p> <p>Rachelle Amerine</p> <p>Contracts Administrator</p> | <p>DATE SIGNED</p> <p>7/21/2022</p> |

| | | |
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|  | CONTRACT AMENDMENT | HCA Contract No.: K2474 Amendment No.: 12 |
| THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below. | | |
| CONTRACTOR NAME Universal Language Service, Inc. | CONTRACTOR doing business as (DBA) | |
| CONTRACTOR ADDRESS 929 108 th Avenue NE, Suite 710 Bellevue, WA 98004-4769 | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) | |

WHEREAS, HCA and Contractor previously entered into a Contract for spoken language interpreter services; and

WHEREAS, HCA and Contractor previously amended the Contract; and

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to update the Definitions and updates to Statement of Work; and

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. Section 2, Definitions, is amended as follows:

Covered Worker (CW) – means every Washington worker that is required by Washington State’s Industrial Insurance Act (Title 51) to be insured for workers’ compensation/industrial insurance purposes.

Employer (ER) – means any person, firm, corporation, partnership, business trust, legal representative, or other business entity which engages in any business, industry, profession, or activity in Washington State that employs on or more employees.

Labor & Industry (LNI) – is a diverse state agency dedicated to the safety, health, and security of Washington workers. LNI are administrators of the state’s workers’ compensation system that provides medical and limited wage-placement coverage to workers who suffer job-related injuries and illness.

2. Schedule A, Statement of Work, is amended to add Section 19 as follows:

19. Labor and Industry Payment Process

Labor and Industry (LNI) through an employment tax audit identified Language Access Providers (LAPs) as Covered Workers (CW) eligible for workers’ compensation. Per the LNI audit, the Contractor is responsible to pay LNI as outlined below, and it is HCA’s expectation the Contractor will be compliant, and through this amendment agrees to reimburse Contractor for the related expenses as required below.

The Contractor will pay the Covered Worker premium and the Employer premium for the period of July 1, 2018, through December 31, 2019, in the amount of \$111,081.37 ("Settlement Amount"), with interest accruing for each month the Settlement Amount balance is unpaid. Of the Settlement Amount, \$96,023.74, plus accruing interest, must be paid by the Contractor for services provided by LAPs under the HCA contract.

- A one-time payment from HCA will be issued to contractor in the amount of \$85,996.98 (premiums owed plus 1% interest accrued to date). Contractor is required to remit payment directly to LNI and provide proof of the payment to HCA within ten (10) business days of payment.
- A one-time payment from DSHS will be issued to contractor in the amount of \$9,685.96 (premiums owed plus 1% interest accrued to date). Contractor is required to remit payment directly to LNI and provide proof of the payment to DSHS within ten (10) business days of payment.
- A one-time payment from DCYF will be issued to contractor in the amount of \$1,301.04 (premiums owed plus 1% interest accrued to date). Contractor is required to remit payment directly to LNI and provide proof of the payment to DCYF within ten (10) days of payment.

It is understood and agreed that Contractor will be responsible for the balance of the Settlement Amount i.e., \$9,057.62 (\$15,057.62 less \$6,000 paid by Contractor on June 30, 2022), plus any interest accruing on the balance owed by Contractor.

The Contractor has agreed it will remit workers' compensation premiums for Covered Workers (CW) in its future reporting to LNI. This includes premiums for LAPs who are providing services pursuant to an HCA Contract. To facilitate payment of CW premiums for services provided pursuant to HCA Contracts, HCA agrees to provide reimbursement as follows:

19.1 Premiums due for January 1, 2020, through December 31, 2022. HCA will provide reimbursement to Contractor for the ER and CW portion from January 1, 2020, through December 31, 2022, for HCA Medicaid billable work hours of service. Future billings will be reimbursed by HCA to Contractor for HCA service type and upon receipt of an HCA approved A19. Contractor must provide the following information for invoices to be paid:

- a) Copy of LNI billing/Copy of Amended Quarterly report filed with LNI
- b) Report containing the following information for each completed billable job performed by an HCA approved LAP
 - Complete Job number
 - Date of service
 - Billable work minutes per job
 - LAP name (ID number)
 - Contractor's breakdown of LNI Billing by service type
 - Contractor's breakdown of ER and CW portions of total premiums due to LNI
 - Service type: HCA Medical

- c) Invoice to DSHS for the period of LNI reporting
- d) Invoice to DCYF for the period of LNI reporting

Upon receipt and approval of the above information, for the ER and CW portions of LNI premiums due. Contractor is required to remit payment directly to LNI and provide proof of the payment to HCA, DSHS, and DCYF within ten (10) business days of payment.

In filing the above-referenced Amendment Quarterly Report, Contractor will be assessed late payment penalties and interest for failing to report and pay premiums in the quarters they were due. Contractors will seek a waiver of late payment penalties, but if Contractor is unable to obtain a waiver of the late payment penalties and interest from LNI, then HCA will provide reimbursement for any late payment penalties and interest accrued on the premium due for HCA Medicaid service type.

19.2 For premiums due January 1, 2023, and forward. Contractor will bill HCA for reimbursement for the ER-only portion of the LNI premiums due. Contractor will collect CW premiums by each represented HCA LAP. Contractor must provide the following information for invoices to be paid for ER premiums:

- a) An HCA-approved invoice for the period of LNI reporting for ER premiums
- b) Copy of LNI billing/Copy of Quarterly Report filed with LNI for the reporting period
- c) Report containing the following information for each completed billable job by HCA
 - Completed job number
 - Date of service
 - Billable work minutes per job
 - LAP name (ID number)
 - Contractor's breakdown of LNI Billing by service type
 - Contractor's breakdown of ER portion of total premiums due to LNI
 - Service type: HCA Medical
- d) Invoice to DSHS for the period of LNI reporting
- e) Invoice to DCYF for the period of LNI reporting

Upon receipt and approval of the above information, HCA will provide reimbursement to Contractor for the ER-only portion of LNI premiums due. Contractor will then remit the total payment (which shall include the ER and CW portions of premiums) directly to LNI by the due date for such premiums. Contractor is required to provide proof of the payment to HCA, DSHS, and DCYF within ten (10) business days of payment.

19.3 LAP Premiums due January 1, 2023, and forward. Contractor will deduct from LAPs pay statement premiums due per LNI rules.

It is the responsibility of Contractor that LNI CW fees are withheld from LAPs and reporting to LNI. Contractor is required to provide the following information to HCA:

a) Report containing the following information for each completed billable job by HCA approved LAP


- Completed job number
- Date of service
- Billable work minutes per job
- LAP name (ID number)
- Contractor’s breakdown of LNI Billing by service type
- Contractor’s breakdown of CW portion of total premiums deducted from LAPs pay statements
- Service type: HCA Medical, HCA DSHS, HCA DCYF

Contractor will provide notification to the LAPs of upcoming LNI premiums due. Contractor will notify HCA of notification 60 days prior to implementation of LNI requirement to allow HCA review time of documentation and notification materials.

3. This Amendment will be effective August 1, 2022.
4. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
5. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

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| <p>CONTRACTOR SIGNATURE</p> <p><small>DocuSigned by:</small> <i>Elena Vasiliev</i></p> | <p>PRINTED NAME AND TITLE</p> <p>Elena Vasiliev President and CEO</p> | <p>DATE SIGNED</p> <p>9/28/2022</p> |
| <p>HCA SIGNATURE</p> <p><small>DocuSigned by:</small> <i>Rachelle Amerine</i></p> | <p>PRINTED NAME AND TITLE</p> <p>Rachelle Amerine Contracts Administrator</p> | <p>DATE SIGNED</p> <p>9/20/2022</p> |

| | | |
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|  | CONTRACT AMENDMENT | HCA Contract No.: K2474 Amendment No.: 13 |
| THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below. | | |
| CONTRACTOR NAME Universal Language Service, Inc. | CONTRACTOR doing business as (DBA) | |
| CONTRACTOR ADDRESS 929 108 th Avenue NE, Suite 710 Bellevue, WA 98004-4769 | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) | |

WHEREAS, HCA and Contractor previously entered into a Contract for spoken language interpreter services; and

WHEREAS, HCA and Contractor previously amended the Contract; and

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to update Compensation and updates to Statement of Work; and

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. The Total Maximum Contract Amount for this Contract is changed to No Max.
2. Section 3.3, COMPENSATION, is amended as follows:

The total administrative consideration payable to the contractor for satisfactory performance of the work under this contract will have no maximum amount limit for the full six-year term. The monthly administrative rate paid to the Contractor will be paid at \$123,260.50 per month. A proportionate share will be paid by HCA, DCYF, and DSHS based on usage. The Contractor, on an approved A19-1A invoice, will bill these percentage amounts directly to HCA, DCYF, and DSHS.

Additional administrative costs not covered by the monthly administrative rate will be billed to HCA on an approved 119-A55 as described in Section 12.3.

3. Section 3.5, BACKGROUND CHECKS, is amended as follows:

3.5.1.1 Perform Federal level confidential background checks on each LAP prior to their first instance of providing services to Requesters, and annually thereafter. The Federal level confidential background check is the minimum requirement and is good for one (1) year from date of issue.


4. Schedule A, Spoken Language Statement of Work, Section 6, Contracting with LAPs, subsection 6.6 is amended as follows:

g. Proof of immunization status for all LAPs to include:

1. A primary COVID-19 vaccine series and the most recent bivalent booster, to be considered "fully vaccinated," and
2. Additional vaccinations, boosters or health related actions as determined by DOH, to respond and/or treat public health emergencies, epidemics, or pandemic alerts.
5. This Amendment will be effective Upon Execution.
6. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
7. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

| | | |
|---|---|---------------------------------|
| CONTRACTOR SIGNATURE <small>DocuSigned by:</small> <i>Elena Vasiliev</i> | PRINTED NAME AND TITLE Elena Vasiliev President and CEO | DATE SIGNED 1/10/2023 |
| HCA SIGNATURE <small>DocuSigned by:</small> <i>Annette Schuffenhauer</i> | PRINTED NAME AND TITLE Annette Schuffenhauer Chief Legal Officer | DATE SIGNED 1/10/2023 |

| | | |
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|  | CONTRACT AMENDMENT | HCA Contract No.: K2474 Amendment No.: 14 |
| THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below. | | |
| CONTRACTOR NAME Universal Language Service, Inc. | CONTRACTOR doing business as (DBA) | |
| CONTRACTOR ADDRESS 929 108 th Avenue NE, Suite 710 Bellevue, WA 98004-4769 | CONTRACTOR CONTRACT MANAGER Name: Jessica Fahrenbruch Email: HCA@ulsonline.net; Jessica.Fahrenbruch@ULSonline.net | |
| AMENDMENT START DATE July 1, 2023 | AMENDMENT END DATE June 30, 2024 | CONTRACT END DATE June 30, 2024 |

WHEREAS, HCA and Contractor previously entered into a Contract for spoken language interpreter services, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to update various definitions, to implement 2023-2023 CBA pay rates and to remove DSHS/ DCYF mileage pilot language;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. Section 2, Definitions, "Contract mileage reimbursement rate" is removed.
2. Section 2, Definitions, "Family Member Appointments" is amended to read as follows:

"Family Member Appointments" Family Member appointment is an appointment where the same authorized requester schedules two (2) or more consecutive and/ or concurrent appointments to see multiple family members and allows one (1) interpreter to service all the appointments.
3. Section 2, Definitions, "In-person" is updated to "In-person Interpreting" and is amended to read as follows:

"In-person Interpreting" means a language access provider (LAP) is providing interpreter services face to face for a specific patient(s) or client(s).
4. Section 3, Special Terms and Conditions, 3.4 Invoice and Payment, subsection 3.4.10, is amended to read as follows:

3.4.10 Contractor will submit electronic claims for Interpreter services to ProviderOne no later than ten (10) business days from the date an LAP submits or approves a completed appointment record start and end time electronically as per the CBA.
5. Section 3, Special Terms and Conditions, 3.5 Background Checks is amended to read as follows:

3.5 Background Checks

3.5.1 The Contractor must comply with Article 5.9 for the LAP CBA:

Before providing interpreter services under this Agreement and annually thereafter, the LAP will submit to a criminal history background check conducted by the Coordinating Entities or provide a copy of a recent background check per WAC 388-101D-0075 to the Coordinating Entities. The LAP will not pay more than the actual costs to conduct the background check. The Coordinating Entities will provide an electronic notification of expiration to the LAP at least seven (7) business days prior to the expiration of the background check.

3.5.2 The Contractor must have ready access to, and provide upon the request of HCA, a copy of each LAP's criminal history background check and any related supporting documentation and:

3.5.2.1 Report to HCA any changes in criminal history of an LAP within three (3) business days of Contractor knowledge.

3.5.2.2 If the LAP's background check has any items on the DSHS Secretary's lists of Crimes and Negative Actions. LAPs 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>.

3.5.3 The Contractor may only accept background checks submitted by an LAP if it includes documentation to support compliance with WAC 388-101D-0075.

3.5.3.1 Contractor shall bear no liability with respect to any responsibilities and/or liabilities resulting from accepting a background check that meets the requirements of 3.5.3 directly from an LAP.

6. Section 4, General Terms and Conditions, 4.4 Annual Communication to Authorized Requesters, is added as follows:

4.4 Annual Communication to Authorized Requesters

4.4.1 Communication to Medicaid Medical Providers after approval by the Union and the State, the State or its Coordinating Entities will annually distribute to Medicaid medical providers a one (1) page informational document relating to:

4.4.1.1 How the CBA applies to medical providers;

4.4.1.2 A reference to National Standards on CLAS;

4.4.1.3 A reference to the DSHS Language Interpreter and Translator Code of Professional Conduct;

4.4.1.4 A reference to Title VI of the Civil Rights Act of 1964;

4.4.1.5 A reference to the interpreting modalities (IPI, OPI, or VRI interpreting options available, as defined in Section 6.1 of this CBA, for Medicaid enrollee appointments) available to authorized requesters, and suggestions to assist them in recognizing the circumstances when it is appropriate to use remote interpreting information about the interpreting modalities; and

4.4.1.6 Suggestions on how to work with interpreters LAPs.

All remaining subsections are subsequently renumbered and internal references updated accordingly.

7. Section A, Spoken Language Statement of Work, Section 1, General Requirements, subsection 1.6b, Article 6 – Economic Compensation is amended to read as follows:

b. Article 6 – Economic Compensation

1. Definitions

- i. In-person appointments are defined as appointments where an LAP is contracted to provide interpreter services face to face for a specific patient or client(s).
- ii. Block-time appointments are defined as DSHS appointments scheduled for a specific time period rather than for a specific patient or client on-site at a DSHS Economic Services or Children’s Administration Office.

2. Rate of Pay

- i. All economic compensation must comply with the terms established in section 1.6 of the Statement of Work, section 3.11 of the General Terms and Conditions and as provided in the Interpreter Service Provider Billing Instructions.
- ii. In-person or FMA interpreting services rate of pay will be paid according to the rates established by the CBA in effect for the date of service.
- iii. In-person DSHS and DCYF interpreter services will be paid an additional hourly premium according to the rates established by the CBA in effect for the date of service, excluding block-time appointments.
- iv. Block-time appointments service rate of pay will be paid according to the rates established by the CBA in effect for the date of service.

3. Appointment times

- i. For in-person appointments scheduled for HCA Medicaid an LAP will be paid for a minimum of one (1) hour for each in-person completed appointment.
- ii. For in-person scheduled for DSHS or DCYF an LAP will be paid for a minimum of ninety (90) minutes for each in-person completed appointment.
- iii. Block-time appointments will be scheduled for a minimum of two (2) hours, and LAPs will be paid for the duration of the scheduled block-time appointment.
- iv. In-person, family member, or block-time appointments lasting longer than the minimum will be paid in fifteen (15) minute increments with any fraction of an increment rounded up to the nearest fifteen (15) minute increment.
- v. The start time of the appointment will be the scheduled start time or the time the LAP arrives, whichever is later. If the authorized requester, patient/client, and the LAP all agree to begin earlier than the scheduled start time, the LAP will be paid from when they begin providing interpreter services.

- vi. An authorized requester may include no more than a one (1) hour unpaid break within a single request for services, and only if the total duration of the appointment including the unpaid break is three (3) or more hours. The break duration must be clearly indicated in the requested scheduled time and on the note section of the work order form for the LAP.

4. No-shows and cancellations

- i. If an LEP client, patient or authorized requester fails to show for in-person interpreting services or cancels six (6) hours or less before the start of the appointment, an LAP will be paid thirty (30) minutes or seventy-five percent (75%), whichever is greater.
- ii. If the authorized requester cancels 24 hours or less and greater than six (6) hours before the scheduled start of the appointment, an LAP will be paid thirty (30) minutes or fifty percent (50%), whichever is greater.
- iii. The 24 hours for determining cancelled appointments shall not include weekends or state recognized holidays.
- iv. If an LAP accepts a new appointment that overlaps a cancelled or no-show appointment, payment for the cancellation or no-show will be reduced by the replacement work (this does not apply to individual appointments within a series of family appointment).
- v. Under no circumstances shall an LAP be paid twice for the same period of time.
- vi. If an LAP accepts a job more than four (4) hours from the scheduled start time and it is then cancelled within thirty (30) minutes of being accepted by the LAP, the LAP will not be eligible for payment as a no-show or cancellation.
- vii. If an appointment ends earlier than the originally scheduled time, an LAP will be paid for seventy-five (75%) of the originally scheduled appointment length, or the completed appointment time, whichever is greater. Payment related to this section shall be capped at one-hundred thousand dollars (\$100,000) per year.

5. Extended Services

- i. If asked by an authorized requester, a LAP may choose, but not be required, to stay beyond the scheduled end time of an appointment. If the LAP chooses to stay at the request of the authorized requester, the LAP will be paid based on the check-in and check-out times and in accordance with the applicable rate(s) in this Article.

6. Double booking

- i. If two (2) or more LAPs are scheduled for the same appointment, the LAP with the earliest documented appointment confirmation date and time will complete the appointment, unless otherwise agreed by the LAPs. The LAP that does not fulfil the appointment will be paid at the no-show and cancellation rate.

7. Reimbursements

- i. All parking, ferry, and toll costs for travel to the scheduled appointment and returning to the LAP's home or place of business for an in-person or family appointment will be reimbursed upon submission of a receipt at the time the appointment is approved by the LAP for payment. Reimbursements claimed will be for the sole purpose of providing services to the coordinating entity. Block-time appointments are excluded from these reimbursements.

8. Section A, Spoken Language Statement of Work, Section 2, Customer Service Requirements, Subsection J is amended to read as follows:

- J. A phone answering machine or electronic voicemail may be used when offered as an option to the Requester; however, Requesters shall be given the option of staying in queue to reach a staff person during regular business hours.
 1. 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.
 2. Utilize and complete the appointment record form either electronically or in paper form for all appointment requests. The appointment record form will be made available on the Contractor's dedicated website for Requesters and LAPs.
 3. Ensure authorized requesters document the arrival and departure times of the LAP. Requests may be submitted via email, telephone or facsimile transmission technologies as determined appropriate by the Contractor.
 4. Provide technology solutions that are OCIO compliant for check-in/out such as cell phone applications, tablets, Quick Response (QR) Code or other solutions that meet the needs of authorized requesters and/or LAPs.
 5. Monitor technology solutions and implement changes or new technologies to improve the check-in/out process.
 6. Have the ability to send and receive electronic data files with HCA's ProviderOne system for the purposes of billing and the use of client eligibility inquiries, or build a retrieval system that interfaces with HCA's ProviderOne system.
 7. Have personnel policies that conform to federal, Washington State, and local statutes and ordinances.
 8. Update and make available all materials related to the program procedures, policy, or other documents within ten business days after receiving the change from HCA.
 9. 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.
 10. 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.

- a. Contractor must report any Medicaid related ADA grievances immediately to HCA's Compliance officer at compliance@hca.wa.gov.
 - b. Contractor must provide a monthly report on any ADA relate grievances/complaints received related to this contract.
 11. Within ninety (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.
 12. Train Customer Services Center staff on client and Interpreter 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>
 13. Notify HCA directly and post online two (2) 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.
 14. The Contractor may close the Customer Service Center in observance of Washington State observed legal holidays as defined by RCW 1.16.050.
9. Section A, Spoken Language Statement of Work, Section 5, Outreach and Education, is amended to read as follows:
- 5.1 Develop a monitoring and oversight protocol for the requester check-in and check-out process, to be reviewed and approved by HCA. The protocol must be detailed and provide a comprehensive description of the activities, actions, and steps taken to monitor and oversee the requester check-in and check-out process. The protocol must include:
 - a. Provision of training and technical assistance to Requesters, and an escalating approach for applying corrective actions.
 - b. Data collection and data assessment methods.
 - c. Establish the metrics to be used in determining success or deficiency in the requester check-in and check-out process and any thresholds used to determine when corrective actions are applied or when corrective actions have been successfully completed.
 - 5.2 Provide targeted outreach to increase provider utilization. This includes specific regions, provider types, appointment types, organizations and other factors.
 - 5.3 Offer quarterly webinar Requester orientations and instructional sessions. Related costs will be borne by the Contractor.
 - 5.4 Additional online-based materials as deemed necessary by HCA.
 - 5.5 HA reserves the right to review and approve all materials and require the Contractor to conduct additional outreach.
 - 5.6 Provide outreach, technical assistance, and educational sessions to Interpreter to access the Interpreter Services program as outlined in Section 6

10. Section A, Spoken Language Statement of Work, Section 15, Required Reports for IS Program Monitoring, subsection 15.6 is amended to read as follows:

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

15.6.1 Unique "cannot fill" job identifier;

15.6.2 Date of service;

15.6.3 Client ProviderOne number;

15.6.4 Requester name;

15.6.5 LAP unique identifier/name;

15.6.6 Language;

15.6.7 Units billed;

15.6.8 Tolls, fees, parking fees; and

15.6.9 Total amount paid.

All remaining subsections are subsequently renumbered and internal references updated accordingly.

11. Section A, Spoken Language Statement of Work, Section 16, Consideration of Payment – See also Section 3.3 of this Contract, is amended to read as follows:

16.1 Spoken Language In Person Interpreter Service Compensation as outlined in the CBA (exhibit D)

Rates:

HCA in-person and FMA interpreting service rate of pay will be paid according to the rates established by the CBA in effect for the date of service.

a. In-person DSHS and DCYF interpreting service rates will be paid according to the rates established in the CBA in effect for the date of service.

In-person DSHS and DCYF interpreter services rate will be paid an additional hourly premium according to the rates established by the CBA in effect for the date of service excluding block-time appointments.

Fifteen (15) minute increments will be calculated as one unit.

b. The length of time of the Interpreter Encounter is calculated in fifteen (15) minute increments, rounded up to the nearest fifteen (15) minute increments, with a one (1) hour minimum for regular HCA Medicaid appointments determined from:

The time the Encounter started, until the time when the appointment actually concluded, with the following exceptions:

i. When the LAP arrives early and the Requester, LAP, and the Client agree to begin earlier than the scheduled start time.

- ii. When the LAP arrives late and the Encounter occurs, the Encounter time begins when the LAP arrives.
- c. Block-time appointments service rate of pay will be paid according to the rates established by the CBA in effect for the date of service.
- d. For DSHS/DCYF scheduled appointments, an LAP will be paid for a minimum of ninety (90) minutes, regardless of the number of clients present and serviced during each appointment.
- e. Spoken Language appointment No-show and cancellations:
 - i. If a Client or authorized requester fails to show for interpreting services or cancels six (6) hours or less before the start of the appointment, including in cases of error on the part of the Requester, State, or third parties, an LAP will be paid thirty (30) minutes or 75%, whichever is greater. The process for rounding to fifteen (15) minute increments apply.
 - ii. If a client or authorized requester fails to show for a DSHS or DCYF interpreting service or cancels six (6) hours or less before the start of the appointment, the LAP will be paid at 75% of the scheduled time or a minimum of five (5) Units, whichever is more.
 - iii. If the Client, or authorized requester cancels 24 hours or less, and greater than six (6) hours before the scheduled start of the appointment, including in cases of error on the part of the Requester, State, or third parties, an Interpreter will be paid thirty (30) minutes or 50% of the time requested, whichever is greater. The process for rounding to fifteen (15) minute increments apply.
 - iv. DSHS and DCYF appointments cancelled 24 hours or less, and greater than six (6) hours before the scheduled start of the appointment, will be paid 50% of the scheduled time or a minimum of three (3) Units, whichever is more.
 - v. If an LAP accepts a job more than four (4) hours from the scheduled start time and it is then cancelled within thirty (30) minutes of being accepted by the LAP, the LAP will not be eligible for payment as a No-show or late cancellation.
 - vi. If the LAP accepts a new appointment that overlaps a cancelled or no-show appointment, payment for the cancellation or no-show appointment will be reduced by the replacement work. Under no circumstances shall an LAP be paid twice for the same period of time. This section does not apply to individual appointments within a series of a family appointment.
 - vii. If an appointment ends earlier than the originally scheduled time, an LAP will be paid for seventy-five percent (75%) of the originally scheduled appointment length, or the completed appointment time, whichever is greater. Payment related to this section shall be capped at one-hundred thousand dollars (\$100,000) per year for each fiscal year. The payment minimums apply.
 - viii. The 24 calendar hours for determining Cancelled Appointments shall not include weekends or state recognized holidays.
- f. Family Member Appointments

- i. Each family member must have a separate appointment and its own unique identifier (job number).
- ii. Each appointment must be linked within the series, allowing the LAP the ability to identify linked appointments.
- iii. The LAP must accept all family member appointments in the series.
- iv. The LAP will be paid from the start time of the first appointment in the series through the actual end time of the last completed appointment in the series, or a minimum of one (1) hour, whichever is greater.
- v. At no time will an LAP be paid twice for the same time period.
- vi. If any appointment within the series of family member appointments is a late cancellation or the client with LEP or the authorized requester fails to show, the LAP will be paid for thirty (30) minutes. The total payment for cancellations within other completed appointments will not exceed the actual requested time.
- vii. If an LAP accepts an appointment more than four (4) hours from the scheduled start time and it is then cancelled within thirty (30) minutes of being accepted by the LAP, the LAP will not be eligible for payment as a no-show or late cancellation.
- viii. If an authorized requester for an appointment cancels 24 hours or less and greater than six (6) hours before the scheduled start of the appointment, a LAP will be paid fifty percent (50%) of the time Requester or thirty (30) minutes, whichever is greater. The process for rounding to fifteen (15) minute increments is it applies to this section. The total payment for cancellations within other completed appointments will not exceed the actual requested time.
- ix. If an authorized requester for an appointment cancels with less than six (6) hours before the scheduled start of the appointment, including in cases of error on the part of the Requester, the State, third parties, or the Coordinating Entities, a LAP will be paid seventy-five percent (75%) or thirty (30) minutes, whichever is greater. The process for rounding to fifteen (15) minute increments is it applies to this section. The total payment for cancellations within other completed appointments will not exceed the actual requested time.
- x. The 24 hours for determine cancelled appointments shall not include weekends or state recognized holidays.
- xi. Each FMA is billed separately and based on the times and in accordance with the applicable rate(s) in this Article.

12. Exhibit D, Collective Bargaining Agreement (CBA) Local 1671, is amended to read as follows:

The current CBA for Local 1671 – Interpreters United can be found here: <https://ofm.wa.gov/state-human-resources/labor-relations/collective-bargaining-agreements>

The CBA changes every two (2) years, future agreements will be posted [on OFM's website](#).


13. This Amendment will be effective July 1, 2023 ("Effective Date").

14. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.

15. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

| | | |
|--|--|--------------------------|
| CONTRACTOR SIGNATURE <small>DocuSigned by:</small> <i>Elena Vasiliev</i> | PRINTED NAME AND TITLE Elena Vasiliev CEO | DATE SIGNED 7/24/2023 |
| HCA SIGNATURE <small>DocuSigned by:</small> <i>Alyson Beck</i> | PRINTED NAME AND TITLE Alyson Beck Contracts Administrator | DATE SIGNED 7/24/2023 |

| | | |
|--|---|--|
|  | CONTRACT AMENDMENT | HCA Contract No.: K2474 Amendment No.: 15 |
| THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below. | | |
| CONTRACTOR NAME Universal Language Service, Inc. | CONTRACTOR doing business as (DBA) | |
| CONTRACTOR ADDRESS 929 108 th Avenue NE, Suite 710 Bellevue, WA 98004-4769 | CONTRACTOR CONTRACT MANAGER Name: Jessica Fahrenbruch Email: HCA@ulsonline.net; Jessica.Fahrenbruch@ULSONline.net | |
| AMENDMENT START DATE October 1, 2023 | AMENDMENT END DATE June 30, 2024 | CONTRACT END DATE June 30, 2024 |

WHEREAS, HCA and Contractor previously entered into a Contract for spoken language interpreter services, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 to update language that allows in person contracted interpreters to perform their services in a remote fashion as incorporated in amendment 10;

NOW THEREFORE, the parties agree the Contract is amended as follows:



1. Effective at midnight on September 30, 2023, remote services for DSHS and DCYF scheduled appointments will be terminated.
 - a. Contractor will work with DSHS and DCYF to develop a close-out process. Contractor tasks and duties will include:
 - i. Process changes must be approved by all parties and will be incorporated in the Contract by reference.
 - ii. Contractor will update all communications and materials including manuals and websites, and will distribute weekly notifications as described in the close out process.
 - iii. The Contractor will cancel all pre-scheduled phone or video requests with DOS on any date October 1, 2023 and later.

Contractor will:


1. Use Salesforce reports to identify all impacted jobs.
2. Use the jobs status "Cancelled: Not Billable".
3. Provide a link in the cancellation notice to requester of scheduling procedures as provided by the agencies.

- 4. Include a note for the reason of cancellation in the requestor's view of the job request.
 - 5. Send email notification to the requestors and LAPs for any job cancelled.
- iv. Contractor will monitor newly submitted requests and provide targeted technical assistance to any requestor utilizing the in-person contract incorrectly.
 - v. Requests utilizing the "in-person" type of service, that appear to be intended as a phone or video job, with a DOS of October 1, 2023, or later. Contractor will monitor for an additional thirty (30) days following October 1, 2023, and will then update the job status to "invalid entry" and notify the requester.
 - vi. Requests that have been completed after the October 1, 2023 cutoff date can be billed to DSHS or DCYF for up to 90 days. Any invoice after January 1, 2023 will not be paid by the agency.
 - vii. No monthly administrative payment will be made after October 1, 2023.
- 2. This Amendment will be effective October 1, 2023 ("Effective Date").
 - 3. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
 - 4. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

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|---|---|--------------------------|
| CONTRACTOR SIGNATURE DocuSigned by:  | PRINTED NAME AND TITLE Elena Vasiliev CEO | DATE SIGNED 9/29/2023 |
| HCA SIGNATURE DocuSigned by:  | PRINTED NAME AND TITLE Andria Howerton Deputy Contracts Administrator | DATE SIGNED 9/29/2023 |

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|--|--|--|---|--|--|
|  | | CONTRACT AMENDMENT | | HCA Contract No.: K2474 Amendment No.: 16 | |
| THIS AMENDMENT TO THE CONTRACT is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below. | | | | | |
| CONTRACTOR NAME Universal Language Service, Inc. | | | CONTRACTOR doing business as (DBA) | | |
| CONTRACTOR ADDRESS 929 108 th Avenue NE, Suite 710 Bellevue, WA 98004-4769 | | | CONTRACTOR CONTRACT MANAGER Name: Elena Vasiliev Email: Elenav@ulsonline.net | | |
| AMENDMENT START DATE July 1, 2024 | | AMENDMENT END DATE June 30, 2026 | | CONTRACT END DATE June 30, 2026 | |



WHEREAS, HCA and Contractor previously entered into a Contract for spoken language interpreter services, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 4.3 *Amendments*, to extend the term;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. Section 3, *Special Terms and Conditions*, 3.2 *Term*, subsection 3.2.1 is amended to extend the term of the Contract through June 30, 2026.
2. This Amendment will be effective July 1, 2024 ("Effective Date").
3. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
4. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

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|--|--|--|--|---------------------------------|--|
| CONTRACTOR SIGNATURE DocuSigned by:  | | PRINTED NAME AND TITLE Elena Vasiliev CEO | | DATE SIGNED 4/22/2024 | |
| HCA SIGNATURE DocuSigned by:  | | PRINTED NAME AND TITLE Andria Howerton Deputy Contracts Administrator | | DATE SIGNED 4/18/2024 | |

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