

Incident Resolution Process

For Language Access Providers



June 2019

INTRODUCTION

Interpreter Services Program

This program supports healthcare providers in meeting their federally required obligation to provide language access for Limited English Proficient (LEP) persons by providing interpreter services, free of charge, for eligible Medicaid healthcare appointments and eligible Department of Social and Health Services (DSHS), and Department of Children, Youth, and Families (DCYF) social service appointments. Universal Language Service is HCA's vendor, serving as the coordinating entity. Universal is responsible for implementing the Incident Resolution Process.

Quality Assurance

The State of Washington Health Care Authority (HCA) established the Incident Resolution Process (IRP) in 2014 to ensure high quality interpreter services for Limited English Proficient (LEP) Washington residents when seeking services through Washington State agencies, and to assure effective management and stewardship of state and federal resources. The IRP is administered by the coordinating entity contracted to schedule all HCA, DCYF and DSHS appointments requiring interpreting services.

Consistent with the Collective Bargaining Agreement (CBA MOU-1)) between Washington Federation of State Employees (WFSE) for Language Access Providers (LAP) and the HCA; the HCA welcomed the Union's feedback *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 the coordinating entity(s) regarding services provided by interpreters.* The IRP is not subject to the CBA grievance process.

Feedback

Complaints as well as compliments can be submitted via Universal's scheduling platform, phone, fax, mail, email, or the HCA Universal website. All feedback will be handled by Universal's WeCare Program, which is dedicated to soliciting and receiving feedback from Authorized Requesters and Interpreters in order to improve the quality of HCA's Interpreter Services Program. Interpreters will be notified immediately of any feedback that is received about them. Additionally, all feedback is tracked through Universal's online platform and is accessible to each Interpreter and Authorized Requester.

Who can give feedback: Interpreters and Authorized Requesters

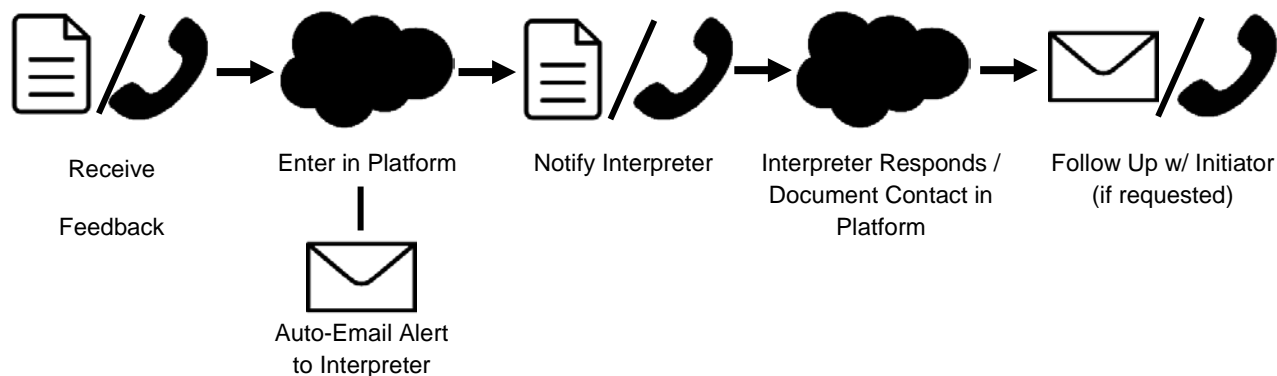
What can they give feedback on: Providers and Interpreters' services

How can they submit feedback: * Phone, Fax, Mail, Email, HCA Universal Website, and User's Scheduling Platform

What are some potential outcomes: Warnings on record, partial or full suspension, termination, or recognition

*Not all methods of feedback submission are available to all users

Interpreter Feedback Process Flows



Methods for Submitting Feedback

Scheduling Platform: Authorized Requesters may submit feedback via the scheduling platform (this is the preferred method for feedback relating to a specific job)

Website: Authorized Requesters and interpreters may submit feedback via the HCA Universal website

Email: Authorized Requesters and interpreters may submit feedback via email to WeCare@ulsonline.net

Fax: Authorized Requesters and interpreters may submit feedback via fax at: 1 (877) 516-4347 or 1 (425) 454-3635

Mail: Authorized Requesters and interpreters may submit feedback via mail at 929 108th Ave NE, Suite 710, Bellevue WA 98004.

Phone: Authorized Requesters and interpreters may be transferred via phone to WeCare to provide feedback at 1 (888) 462-0500

Incident Resolution

Definitions

Business Days: Monday through Friday, 8:00am to 5:00pm excluding Washington State recognized holidays. All days referenced in this document are to be construed as business days **unless otherwise noted**.

Extenuating Circumstances: Death in the family; serious illness of family or self; incapacitation of self; fire or other form of destruction to immediate household family of self; an unanticipated event or difficulty beyond the Interpreter's control, including reported inclement weather conditions. Some actions may require proof.

Feedback Notification: Interpreters will immediately receive a system-generated email of each incident (complaint) entered into their profile on the Interpreter Platform.

Formal Written Notice: Interpreters who accumulate four (4) Low Severity Incidents or one (1) Medium Severity Incident will receive a Formal Written Notice via email in the form of an Incident Report outlining the details of each violation. This document will also be forwarded on to the HCA Interpreter Services Program Manager.

Full HCA Job Restriction: Action taken as a consequence of Interpreter's multiple violations or due to the severity of incident(s). Interpreter's Platform will not show ANY HCA jobs nor allow the Interpreter to accept any HCA jobs. In addition, all HCA jobs with dates of service during the Restriction Period will be removed from their schedule.

Incident: A complaint reported by the Provider of an inappropriate action that violates the WAC 388-03-050 (spoken language interpreters) or the NAD-RID Code of Professional Conduct (sign language interpreters).

Interpreter Incident Report: A report of the detailed incident or action that resulted in a violation of the WAC 388-03-050 (spoken language interpreters) or the NAD-RID Code of Professional Conduct (sign language interpreters).

Invalid Reason: Such as, but not limited to: public road closure notices where two (2) or more days advance notice was given; forgot appointment; cancelled the wrong appointment; overbooked schedule; vacation; previous appointment ran long.

Partial HCA Job Restriction: Action taken as a consequence of an Interpreter's multiple violations or due to severity of the incident(s). Interpreter's Platform will not show ANY HCA jobs, nor allow the Interpreter to accept any new HCA jobs. HCA jobs that have already been accepted will remain on the Interpreter's schedule.



Restriction Period: Period of time during which an Interpreter's access to HCA Contract jobs is fully or partially limited in some capacity as a result of corrective action. Restriction periods may range from 7 to 90 calendar days

Severity Level: Capacity in which the violation of the WAC 388-03-050 (spoken language interpreters) or the NAD-RID Code of Professional Conduct (sign language interpreters) is measured.

Termination of Contract: An Interpreter may be suspended indefinitely from servicing the HCA/DSHS/DCYF contract following an investigation and finding of multiple incidents at any severity level.

Valid Reason: Such as, but not limited to: unexpected travel emergencies (i.e. short-notice road closures, traffic accidents, flat tires), illness or medical emergency of self or family; reports obstacles to practice per the WAC 388-03-50 (spoken language interpreters) or the NAD-RID Code of Professional Conduct (sign language interpreters); inaccurate or incomplete information given by the Requester; or other Extenuating Circumstances (see definition).

Incident Severity Levels

Low Severity: Classifies any violation against the WAC 388-03-50 (spoken language interpreters) or the NAD-RID Code of Professional Conduct (sign language interpreters) that has minimal impact on the appointment, provider, and/or LEP person.

Examples (including but not limited to):

- Provider reported an Interpreter's Late Arrival
- Job Give Backs less than 24 hours before the scheduled Start Time (without a valid reason)
- Interpreter left job earlier than the scheduled End Time without Provider approval
- Interpreter did not interpret accurately, expressing the source language message in a thorough and faithful manner

Medium Severity: Classifies any violation against the WAC 388-03-50 (spoken language interpreters) or the NAD-RID Code of Professional Conduct (sign language interpreters) that has a moderate impact on the appointment, provider, and/or LEP person.

Examples (including but not limited to):

- Interpreter No Show (without a valid reason)
- Interpreter solicits their services to the LEP person, their family members or provider
- Interpreter expresses personal opinions; offers unwanted conversation
- Services an acquaintance, family member, or friend without disclosing the potential conflict of interest
- Interpreter requests the Provider to enter incorrect start and/or end times
- Interpreter engages in unsupervised discussions with the provider and/or LEP person
- Interpreter contacts the provider or the LEP person
- During an interpretation session, Interpreter uses a mobile device for any reason unrelated to current services

High Severity: Classifies any violation against the WAC 388-03-50 (spoken language interpreters) or the NAD-RID Code of Professional Conduct (sign language interpreters) that has a significant or critical impact on the appointment, provider, and/or LEP person; including those violations that put the health and safety* of any of the parties involved at risk.

Examples (including but not limited to):

- Transporting a known LEP person to or from appointments
- Interpreter requests money or favors from the LEP person or provider



- Interpreter passes their appointments to other Interpreters without Universal’s knowledge and approval
- Interpreter falsifies a job invoice
- Harassment to provider or the LEP person in a manner that creates a barrier to care and services
- Any violation to HIPAA, or to the Health and Safety of the LEP person, Provider, or facility staff*
- Violation of HIPAA resulting from email notifications sent without encryption will result in a minimum 10 day full restriction; two (2) violations of this will immediately result in a 90 day full restriction. The interpreter must complete (at their own cost) and show proof of HIPAA privacy training in order for the restriction to be removed after 90 days.**

* HIPAA and Health and Safety violations will have an immediate 10-day Full HCA Job Restriction or longer, pending outcome of incident.

** A third HIPAA email violation will result in a contract termination without warning.

Tracking Incidents

Time periods

Low incidents are tracked on a rolling 12-month time period. This means that incidents are removed from the interpreter’s record once that incident is 366 days old. These incidents do not disappear, and they stay in the system. Incidents that have reached the 366-day mark will not be used to apply any actions listed in the following chart. However, they may be reviewed, and action may be taken in the event a pattern of unethical behavior or some other concern is identified.

Medium incidents are tracked on a rolling 12-month time period. This means that incidents are removed from the interpreter’s record once that incident is 366 days old. These incidents do not disappear, and they are maintained in the system. Incidents that have reached the 366-day mark will not be used to apply any actions listed in the following chart. However, they may be reviewed, and action may be taken in the event a pattern of unethical behavior or some other concern is identified.

High incidents are tracked for the lifetime of the Interpreter’s contract. There is no rolling time period, and high severity incidents never fall off the interpreter’s record. These incidents are subject to immediate action, up to and including termination of the interpreter’s contract. All terminations resulting from a high severity incident are reported to DSHS LTC. This report will include all information from the Provider, contractor, State Agency and the Interpreter.

Decertification

All interpreter contract terminations must be reported to DSHS LTC as required by [WAC 388-03-170](#). DSHS LTC will conduct a review of the circumstances and make a determination of whether the interpreter should be allowed to retain his or her credential(s), or whether the credential(s) should be revoked. DSHS LTC is the entity responsible for this decision. HCA and Universal do not make this determination.

Steps in the Resolution Process

1. Feedback is submitted to Universal by authorized requesters, Interpreters, or via the Universal call center staff.
2. Once recorded, Interpreters are notified via email that they received feedback and details of the feedback are included in the notification.
3. Interpreters have **ten (10) business days** to respond to Universal in writing in order to dispute or explain the situation.
4. Once Universal receives the Interpreter’s response, any necessary follow up must be completed within **twenty (20) business days**. In order to verify the validity of the Interpreter’s response, WeCare may need to reach out to the Authorized Requester or some other entity. Interpreters must never contact the provider or the LEP person regarding the incident.
5. Universal will notify the Interpreter of the investigation’s outcome and take any corrective action if warranted, according to the incident scale table.
6. Interpreters are notified three (3) business days prior to the portal restriction effective date.
7. If feedback takes more than **sixty (60) days** to resolve with the provider, or the incident is unable to be validated with the provider, the incident will be removed from the Interpreter’s profile.



Incident Scale Tables

Please note that ALL incidents of feedback, regardless of severity, will result in a system-generated email notification immediately going to the interpreter notifying them of the incident. Termination of Contract will only happen with direct authorization of the HCA Interpreter Services Program Manager.

# OF INCIDENTS	ACTION TAKEN	DURATION
LOW SEVERITY (Within a Rolling 365-Day Period)		
1 Low Severity Incident	Automatic Email Alert	N/A
4 Low Severity Incidents	Formal Written Notice	N/A
5 Low Severity Incidents	Partial HCA Job Restriction	10 days (min)
6 Low Severity Incidents	Partial HCA Job Restriction	20 days (min)
7 Low Severity Incidents	Full HCA Job Restriction	7 days
8 Low Severity Incidents	Full HCA Job Restriction	14 days (w/ final warning)
9 Low Severity Incidents	Termination of Contract	N/A
MEDIUM SEVERITY (Within a Rolling 365-Day Period)		
1 Medium Severity Incident	Formal Written Notice	N/A
2 Medium Severity Incidents	Partial HCA Job Restriction	10 days (min)
3 Medium Severity Incidents	Partial HCA Job Restriction	20 days (min)
4 Medium Severity Incidents	Full HCA Job Restriction	7 days
5 Medium Severity Incidents	Full HCA Job Restriction	14 days (w/ final warning)
6 Medium Severity Incidents	Termination of Contract	N/A
HIGH SEVERITY (Within the lifespan of the contract)		
1 High Severity Incident	Partial/Full HCA Job Restriction	10 days (min)
2 High Severity Incidents	Termination of Contract	N/A

Signature below indicates that Interpreter has read and fully understands the HCA Incident Resolution Process outlined in this document and agrees to abide by policies therein.

Interpreter Name (Print)

Interpreter ID #

Interpreter Signature

Date

