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 ADDRESS
929 108th Avenue NE Suite 710
Bellevue, WA 98004-4769

CONTRACTOR CONTACT
Elena Vasiliev
888-462-0500
Elenav@ulsonline.net

CONTRACTOR SIGNATURE
Elena Vasiliev, President

HCA SIGNATURE
Annette Schuffenhauer, Chief Legal Officer

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.

DATE SIGNED
6/25/2019

DATE SIGNED
8/19/2019
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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 Bording 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 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 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 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.


3.4.12 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.

<table>
<thead>
<tr>
<th>CONTRACTOR Contract Manager Information</th>
<th>Health Care Authority Contract Manager Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Jana Meyer</td>
<td>Name: Katherine Templet</td>
</tr>
<tr>
<td>Title: Contract Manager</td>
<td>Title: Program Manager</td>
</tr>
<tr>
<td>Address: 929 108th Ave NE Suite 710</td>
<td>Address: PO Box 45530</td>
</tr>
<tr>
<td>Bellevue, WA 98004</td>
<td>Olympia, WA 98504-5530</td>
</tr>
<tr>
<td>Phone: 425-691-3203</td>
<td>Phone: 360-725-0769</td>
</tr>
<tr>
<td>Email: <a href="mailto:janam@ulsonline.net">janam@ulsonline.net</a></td>
<td>Email: <a href="mailto:katherine.templet@hca.wa.gov">katherine.templet@hca.wa.gov</a></td>
</tr>
</tbody>
</table>

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 Subcontract 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


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.


3.23 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:

   
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 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:


   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 outlined 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;
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

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 requesters 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 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. 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. 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

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.


3.23 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:
   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 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

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


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

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 requesters 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](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.


**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.**

<table>
<thead>
<tr>
<th>ENTITY TYPE</th>
<th>OMB CIRCULAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>State, Local and Indian Tribal Governments and Governmental Hospitals</td>
<td>OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501</td>
</tr>
<tr>
<td>Non-Profit Organizations and Non-Profit Hospitals</td>
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<tr>
<td>Colleges or Universities and Affiliated Hospitals</td>
<td></td>
</tr>
<tr>
<td>For-Profit Organizations</td>
<td></td>
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</tbody>
</table>
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 participation in 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.
<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</th>
<th>TITLE</th>
</tr>
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<tbody>
<tr>
<td>Elena Vasiliev</td>
<td>President</td>
</tr>
</tbody>
</table>

Please also print or type name:

Elena Vasiliev

<table>
<thead>
<tr>
<th>ORGANIZATION NAME: (if applicable)</th>
<th>DATE</th>
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<tr>
<td>Universal Language Service, Inc.</td>
<td>6/25/2019</td>
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## Attachment 3

### Languages of High Demand more than 100

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<thead>
<tr>
<th>Language</th>
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<tr>
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<td>Ukrainian</td>
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<tr>
<td>Cambodian (Khmer)</td>
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<tr>
<td>Oromo (Oromifa)</td>
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<td>Farsi (Persian)</td>
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</tbody>
</table>
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.**