	<p align="center"><b>PROFESSIONAL SERVICES CONTRACT for Spoken Language Interpreter Services Restated Amendment 17</b></p>	<p>HCA Contract Number: K2474 Resulting from Solicitation Number (If applicable): RFP 2474 Contractor/Vendor Contract Number:</p>
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**THIS CONTRACT** is made by and between the Washington State Health Care Authority, (HCA) and Universal Language Services, Inc., (Contractor).

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

<b>HCA PROGRAM</b> Interpreter Services Program	<b>HCA DIVISION/SECTION</b>
<b>HCA CONTACT NAME AND TITLE</b> Monique Anderson, Contract and Program Manager	<b>HCA CONTACT ADDRESS</b> Health Care Authority 626 8th Avenue SE PO Box 45530 Olympia, WA 98504-5530
<b>HCA CONTACT TELEPHONE</b> 360-725-1258	<b>HCA CONTACT E-MAIL ADDRESS</b> <a href="mailto:monique.anderson@hca.wa.gov">monique.anderson@hca.wa.gov</a>

<b>CONTRACT START DATE</b> July 1, 2025	<b>CONTRACT END DATE</b> June 30, 2026	<b>TOTAL MAXIMUM CONTRACT AMOUNT</b> No Max
<b>PURPOSE OF CONTRACT:</b> The HCA ISP issued an RFP dated September 6, 2017, for the purpose of purchasing services for spoken language interpreter services in accordance with its authority under chapters 36.26 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 only be binding upon signature by both parties. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) transmission of a signed copy of this contract shall be the same as delivery of an original.

<b>CONTRACTOR SIGNATURE</b> DocuSigned by: 	<b>PRINTED NAME AND TITLE</b> Elena Vasiliev CEO	<b>DATE SIGNED</b> 7/1/2025
<b>HCA SIGNATURE</b> Signed by: 	<b>PRINTED NAME AND TITLE</b> Annette Schuffenhauer Chief Legal Officer	<b>DATE SIGNED</b> 7/1/2025

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## TABLE OF CONTENTS

<b>1. Statement of Work (SOW)</b>	<b>4</b>
<b>2. Definitions</b>	<b>4</b>
<b>3. Special Terms and Conditions</b>	<b>13</b>
3.1 Performance Expectations	13
3.2 Term	13
3.3 Compensation	14
3.4 Invoice and Payment	14
3.5 Contractor and HCA Contract Managers	18
3.6 Key Staff	18
3.7 Legal Notices	19
3.8 Incorporation of Documents and Order of Precedence	19
3.9 Insurance	20
<b>4. General Terms and Conditions</b>	<b>21</b>
4.1 Access to Data	21
4.2 Accessibility	21
4.3 Advance Payment Prohibited	22
4.4 Amendments	22
4.5 Assignment	22
4.6 Attorneys' Fees	23
4.7 Change in Status	23
4.8 Conflict of Interest	23
4.9 Conformance	23
4.10 Covered Information Protection	23
4.11 Contractor's Proprietary Information	24
4.12 Covenant Against Contingent Fees	24
4.13 Debarment	25
4.14 Disputes	25
4.15 Entire Agreement	26
4.16 Force Majeure	26
4.17 Funding withdrawn, Reduced, or Limited	26
4.18 Governing Law	27
4.19 HCA Network Security	27
4.20 Indemnification	27
4.21 Independent Capacity of the Contractor	27
4.22 Legal and Regulatory Compliance	28
4.23 Limitation of Authority	28

4.24 No Third-Party Beneficiaries .....	28
4.25 Nondiscrimination .....	28
4.26 Overpayments to the Contractor .....	29
4.27 Pay Equity .....	30
4.28 Publicity .....	30
4.29 Records and Document Review .....	31
4.30 Remedies Non-Exclusive .....	31
4.31 Right of Inspection .....	31
4.32 Rights in Data/Ownership .....	31
4.33 Severability .....	32
4.34 Site Security .....	33
4.35 Subcontracting .....	33
4.36 Survival .....	33
4.37 Taxes .....	34
4.38 Termination .....	34
4.39 Termination Procedures .....	35
4.40 Transition Obligations .....	36
4.41 Treatment of Assets .....	36
4.42 Waiver .....	37
4.43 Warranties .....	38
<b>Attachment 1: HCA RFP #2427 .....</b>	<b>39</b>
<b>Attachment 2: Contractor Response to HCA RFP #2474 .....</b>	<b>40</b>
<b>Attachment 3: Statement of Work .....</b>	<b>41</b>

## Recitals

The State of Washington, acting by and through the Health Care Authority (HCA), issued a Request for Proposals (RFP) dated December 18, 2017, (Attachment 1) for the purpose of purchasing spoken language 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 RFP #2474 (Attachment 2).

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

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

THEREFORE, HCA awards to Universal Language Service, Inc. this Contract, the terms and conditions of which will govern Contractor's providing to HCA the spoken language interpreter services.

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

### 1. **STATEMENT OF WORK (SOW)**

The Contractor will provide the services and staff as described in *Attachment #3: 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. Contracted Healthcare Providers who are authorized by Health Care Authority (HCA) to make requests; or
- b. Contracted Health Home providers directing patient-centered care to care coordinators; or
- c. Health Care Authority (HCA) program managers.

**“Authorized User”** means an individual or individuals with an authorized business need to access HCA’s Confidential Information under this Contract.

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

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

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

**“Business Associate”** means a Business Associate as defined in 45 C.F.R. § 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity as defined in 45 C.F.R. 160.103, that involves the use or Disclosure of Protected Health Information (PHI). Any reference to Business Associate in this Contract includes Business Associate’s employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

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

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

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

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

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

**“Client”** means an individual who is eligible for or receiving services through HCA program(s).

**“Code of Federal Regulations” or “CFR”** means the. All references in this Contract to CFR chapters or sections include any successor, amended, or replacement Regulation. The C.F.R. may be accessed at [www.ecfr.gov](http://www.ecfr.gov).

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

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

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

**“Completed Request”** means a job request where the client, interpreter and provider were all in attendance and services were provided.

**“Confidential Information”** means information that is exempt from Disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential Information comprises both Category 3 and Category 4 Data, but is not limited to, Personal Information and Protected Health Information. For the purposes of this Contract, Confidential Information means the same as “Data”.

**“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.

**“Contracts Administrator”** means the HCA individual designated to receive legal notices and to administer, amend, or terminate this Contract.

**“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”** has the same meaning as defined in 45 C.F.R. 160.103.

**“Covered Worker” or “CW”** means every Washington worker that is required by Washington State’s Industrial Insurance Act (Title 51) to be insured for workers’ compensation/industrial insurance purposes.

**“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. Confidential Information, Personal Information, and Protected Health Information are all considered Data for the purposes of this Contract.

**“Data Breach”** means the acquisition, access, use, or Disclosure of Data in a manner not permitted under law or by this Contract, including but not limited to the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 C.F.R. 164.402.

**“Designated Record Set”** means a group of records maintained by or for a Covered Entity as defined in 45 C.F.R. 160.103, that is: the medical and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about individuals.

**“Direct Bills”** means an HCA/Medicaid pre-scheduled request that was properly screened for eligibility but was denied by ProviderOne. These requests must be billed directly to the requestor at contractor’s current market rate.

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

**“Disclosure”** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

**“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.

**“Electronic Protected Health Information” or “ePHI”** means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 C.F.R. § 160.103.

**“Eligibility Data”** means client personal information as provided by ProviderOne system.

**“Employer” or “ER”** means any person, firm, corporation, partnership, business trust, legal representative, or other business entity which engages in any business, industry, profession, or activity in Washington State that employs on or more employees.

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

**“Family Member Appointments”** means an appointment where the same authorized requestor schedules two (2) or more appointments to see multiple family members. All family members seen during a Family Member appointment must have separately assigned job numbers. Each assigned job number shall appear in the electronic job posting. The interpreter shall be paid from the start of the first appointment through the end of the final appointment; however, the interpreter shall be paid at least the one (1) hour minimum.

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

**“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.

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

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

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

**“Health Insurance Portability and Accountability Act of 1996”** or **“HIPAA”** means, as codified at 42 USC 1320d-8, as amended, and its attendant Regulations as promulgated by the U.S. Department of Health and Human Services (HHS), CMS, the HHS Office of the Inspector General, and the HHS Office for Civil Rights. HIPAA includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

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

**“In-person”** means the physical presence of the individuals specified for the appointment.

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

**“Individual(s)”** means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

**“Information and Communication Technology”** or **“ICT”** means information technology and other equipment, systems, technologies, or processes, for which the principal function is



the creation, manipulation, storage, display, receipt, or transmission of electronic Data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

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

**“Interpreter”** means a language access provider (LAP) who completes HCA Medicaid, DSHS, and DCYF appointments through this contract.

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

**“Labor & Industry”** or **“LNI”** is a diverse state agency dedicated to the safety, health, and security of Washington workers. LNI are administrators of the state’s workers’ compensation system that provides medical and limited wage-placement coverage to workers who suffer job-related injuries and illness.

**“Language Access Provider”** or **“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”** or **“LTC”** means the section within DSHS that is responsible for the administration of testing and certification in foreign languages for DSHS employees, contracted Interpreters and translators.

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

**“Limited Data Set(s)”** means a Data set that meets the requirements of 45 C.F.R. §§ 164.514(e)(2) and 164.514(e)(3).

**“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.

**“Minimum Necessary”** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

**“Modality”** means a method of interpreter service delivery used to communicate with limited English-speaking persons according to situation and need. The method considered for this contract is:

- In-person interpreting – Interpreting through the physical presence of the individuals specified for the appointment.

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

**“Non-Urgent Requests”** means an appointment requested 2 or more business days in advance of the scheduled appointment date and time.

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

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

**“Permissible Use”** means only those uses authorized in this Contract and as specifically defined herein.

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

**“Personal Information”** means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses (including or excluding zip code), telephone numbers, social security numbers, driver’s license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

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

**“Proprietary Information”** refers to any information which has commercial value and is either: (1) technical information, including patent, copyright, trade secret, and other Proprietary Information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services; or (2) non-technical information relating to products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting Data and information, suppliers, customers, customer lists, purchasing Data, sales and marketing plans, future business plans, and any other information which is proprietary and confidential. Contractor’s

Proprietary Information is information owned by Contractor to which Contractor claims a protectable interest under law.

**“Protected Health Information” or “PHI”** means 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. 45 C.F.R. 160 and 164. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe, can be used to identify the Individual. 45 C.F.R. 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 C.F.R. 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.

**“Response”** means Contractor’s Response to HCA’s RFP #2474 for Spoken Language Interpreter Services and is Attachment 2 hereto.

**“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/>.

**“Regulation”** means any federal, state, or local Regulation, rule, or ordinance.

**“RFP”** means the Request for Proposals used as the solicitation document to establish this Contract, including all its amendments and modifications and is Attachment 1 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 *Attachment #3* hereto.

**“Subcontract”** means any separate agreement or contract between the Contractor and an individual or entity (“Subcontractor”) to perform any duties that give rise to a business requirement to access the Data that is the subject of this Contract.

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

**“Subrecipient”** means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. As in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.1, or any successor or replacement to such definition, for any other federal award.

**“Transaction Control Number” or “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”.

**“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.

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

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

**“Unit(s)”** means a period of time for appointments and the billable amount of time. 1 unit = 15 minutes of time.

**“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.

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

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

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

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

### **3. SPECIAL TERMS AND CONDITIONS**

#### **3.1 PERFORMANCE EXPECTATIONS**

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

- 3.1.1 Knowledge of applicable state and federal laws and Regulations pertaining to subject of Contract;
- 3.1.2 In-depth knowledge of current and replacement [Collective Bargaining Agreements \(CBA\)](#), AFSCME Council 28, Language Access Providers
- 3.1.3 Use of professional judgment;
- 3.1.4 Collaboration with HCA staff in Contractor’s conduct of the services;
- 3.1.5 Conformance with HCA directions regarding the delivery of the services;
- 3.1.6 Timely, accurate and informed communications;
- 3.1.7 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.8 Regular, punctual attendance at all meetings; and
- 3.1.9 Provision of high-quality services.

Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor’s performance is unsatisfactory.

#### **3.2 TERM**

- 3.2.1 The initial term of the Contract will commence on July 1, 2025, and continue through June 30, 2026, unless terminated sooner as provided herein.
- 3.2.2 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

- 3.3.1 The total administrative consideration payable to the contractor for satisfactory performance of the work under this contract will have no maximum amount limit, inclusive of all fees, taxes, and expenses. Contractor's compensation for services rendered will be based on the following rates or in accordance with the following terms.
- 3.3.2 The monthly administrative rate paid to the Contractor will be paid at \$123,260.50 per month.
- 3.3.3 The Contractor, will bill on an approved A19-1A invoice for HCA Medical spoken language interpreter services based on administrative rate
- 3.3.4 Additional administrative costs not covered by the monthly administrative rate will be billed to HCA on an approved 119-A55 as described in the SOW on Section 12.3.
- 3.3.5 Contractor travel reimbursement, if any, is included in the total compensation. Contractor travel reimbursement is limited to the then-current rules, Regulations, and guidelines for State employees published by the Washington State Office of Financial Management in the Washington State Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/10.htm>); reimbursement will not exceed expenses actually incurred.

### 3.4 INVOICE AND PAYMENT

- 3.4.1 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>.
- 3.4.2 Invoices must describe and document to the HCA Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. All invoices and deliverables will be approved by the HCA Contract Manager prior to payment. Approval will not be unreasonably withheld or delayed.
- 3.4.3 If expenses are invoiced, invoices must provide a detailed breakdown of each type. Expenses of \$50 or more must be accompanied by a receipt.
- 3.4.4 Invoices must be submitted to [HCAAdminAccountsPayable@hca.wa.gov](mailto:HCAAdminAccountsPayable@hca.wa.gov) with the HCA Contract number in the subject line of the email. Invoices must include the following information, as applicable:

- A. The HCA Contract number; K2474
- B. Contractor name, address, phone number;
- C. Description of services;
- D. Date(s) of delivery;
- E. Net invoice price for each item;
- F. Applicable taxes;
- G. Total invoice price; and
- H. Any available prompt payment discount.

3.4.5 HCA will return incorrect or incomplete invoices for correction and reissue. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices.

3.4.6 HCA will only pay the Contractor for authorized services provided in accordance with this contract.

#### Interpreter Service billing

3.4.6.1 Submit electronic claims for Interpreter services to ProviderOne no later than ten (10) business days from the date an interpreter submits or approves a completed appointment record form for services rendered, including any applicable documentation for travel reimbursement as per Article 6 of the CBA.

3.4.7 The Contractor must comply with HCA's ProviderOne Billing and Resource Guides at: [Overview of prior authorizations \(PAs\), claims and billing | Washington State Health Care Authority](#)

3.4.7.1 Including the requirement to purchase the ProviderOne companion guides; and

3.4.7.2 TR3 implementation guides and specifications.

3.4.8 Contractor is required to be familiar with and understand the companion guides and all billing requirements for the services provided under this contract.

#### Contractor's responsibility:

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

- 3.4.9 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:

- 3.4.9.1 The HCA shall not pay any claims for services submitted more than 12 months after the calendar month in which the services were performed. HCA, within the Special Terms and Conditions of this Contract, may reduce the length of time following the provision of services in which the Contractor must submit claims for payment.
- 3.4.9.2 The Contractor shall not bill, and HCA shall not pay for services performed under this Contract if the Contractor has charged or will charge another agency of Washington State or any other party for the same service.
- 3.4.10 HCA does not pay for Interpreter services for the following facilities/situations:
- 3.4.10.1 Inpatient hospital services (e.g. labor and delivery);
- 3.4.10.2 Nursing facility services;
- 3.4.10.3 Services provided by any other facility, agency, or Requester that is required by federal or state law, regulation, or rules to provide those services (e.g. public health agencies, public hospitals and local health jurisdictions);
- 3.4.10.4 Unauthorized Requesters that HCA cannot identify as an employee or participant for the program; or
- 3.4.10.5 Community mental health centers, mental health clinics or mental health institution services covered by a Behavioral Health Organizations(s); and
- 3.4.10.6 Alcohol or other drug-related treatment centers/programs covered by a Behavioral Health Organization(s).
- 3.4.11 If an HCA/Medicaid pre-scheduled request that was properly screened for eligibility is denied by ProviderOne, the request may be eligible for payment. The contractor must attempt to bill the requestor directly as described in the SOW, Section 12, Direct Bills.



3.4.12 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.

3.4.13 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.

#### 3.4.14 Background Checks

3.4.14.1 The Contractor must comply with [Article 5.9 of the CBA](#):

"Before providing interpreter services under this CBA and annually thereafter, the LAP will submit to a criminal history background check conducted by the Coordinating Entities or provide a copy of a recent background check per WAC 388-03-162 ("...before your certification or authorization status expires, you need to submit ...a criminal background check by following the procedures on the LTC website...") to the Coordinating Entities. The LAP will not pay more than the actual costs to conduct the background check. The Coordinating Entities will provide an electronic notification of expiration to the LAP at least thirty (30) calendar days prior to the expiration of the background check."

3.4.14.2 Report to HCA any changes in criminal history of an Interpreter within three business days of Contractor knowledge.

3.4.14.3 If the Interpreters background check has any items on the DSHS Secretary's lists of Crimes and Negative Actions. Interpreters will be immediately removed or restricted from contracting with the contractor under this contract. This list can be located at [Disqualifying List of Crimes and Negative Actions | DSHS](#).

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 sixty (60) calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (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.

### 3.5 CONTRACTOR AND HCA CONTRACT MANAGERS

- 3.5.1 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.
- 3.5.2 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.
- 3.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

<b>CONTRACTOR Contract Manager Information</b>		<b>HEALTH CARE AUTHORITY Contract Manager Information</b>	
Name:	David Reddecop	Name:	Monique Anderson
Title:	Customer Accounts Support Manager	Title:	Contract and Program Manager
Address:	929 108th Ave NE Suite 710 Bellevue, WA 98004	Address:	626 8th Avenue SE Olympia, WA 98504
Phone:	425-450-7020	Phone:	360-725-1258
Email:	<a href="mailto:david.reddecop@ulsonline.net">david.reddecop@ulsonline.net</a>	Email:	<a href="mailto:monique.anderson@hca.wa.gov">monique.anderson@hca.wa.gov</a>

### 3.6 KEY STAFF

- 3.6.1 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 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.
- 3.6.2 During the term of the SOW, HCA reserves the right to approve or disapprove Contractor's Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Contractor's Key Staff, or to require the removal or reassignment of any Contractor staff found unacceptable by HCA, subject to HCA's compliance with applicable laws and Regulations. Contractor must provide a resume to HCA of any replacement Key Staff and all staff proposed by Contractor as replacements for other staff must have comparable or greater skills for performing the activities as performed by the staff being replaced.

### 3.7 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, 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.

#### 3.7.1 In the case of notice to the Contractor:

**Attention:** Elena Vasiliev, President  
Universal Language Service, Inc.  
929 108th Ave NE Suite 710  
Bellevue, WA 98004-4769  
[elena.vasiliev@ulsonline.net](mailto:elena.vasiliev@ulsonline.net)

#### 3.7.2 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  
[contracts@hca.wa.gov](mailto:contracts@hca.wa.gov)

#### 3.7.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.

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

### 3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

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

#### 3.8.1 Applicable Federal and State of Washington statutes and Regulations;

#### 3.8.2 Business Associate Agreement K2721 and Data Share Agreement, HCA Contract Number K2773;

#### 3.8.3 Recitals;

#### 3.8.4 Special Terms and Conditions;

- 3.8.5 General Terms and Conditions;
- 3.8.6 Attachment 3(s): Statement(s) of Work;
- 3.8.7 Attachment 1: HCA RFP #2474 for Interpreter Services, dated December 18, 2017;
- 3.8.8 [Collective Bargaining Agreements \(CBA\)](#), AFSCME, Local 1671 Interpreters United;
- 3.8.9 Attachment 2: Contractor Response to HCA RFP #2474; Contractor's Response dated February 8, 2018; and
- 3.8.10 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

### **3.9 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:

#### **3.9.1 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.

#### **3.9.2 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.

#### **3.9.3 Professional Liability Errors and Omissions**

Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.

#### 3.9.4 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.

3.9.5 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.

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

3.9.7 Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to HCA upon request.

## 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 and 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 **ACCESSIBILITY**

#### 4.2.1 Requirements and Standards

Each ICT product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including Washington State IT Policy 188, *et seq.* For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable

Federal and State laws if it satisfies the requirements (including exceptions) specified in the Regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.

#### 4.2.2 Documentation

Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.

#### 4.2.3 Remediation

If Contractor claims that its products or services satisfy the applicable requirements and standards specified in Section 4.2.1, *Requirements and Standards*, and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.

#### 4.2.4 Indemnification

Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with this section.

### 4.3 ADVANCE PAYMENT PROHIBITED

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

### 4.4 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.

### 4.5 ASSIGNMENT

4.5.1 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 4.35, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including, but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this subsection 4.5.1 of the Contract will be null and void.

4.5.2 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 thirty (30) calendar days to Contractor.

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

#### **4.6 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.

#### **4.7 CHANGE IN STATUS**

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

#### **4.8 CONFLICT OF INTEREST**

Contractor represents and warrants that it has not undertaken and will not undertake any work with third parties that will conflict with the work Contractor is performing for HCA under this Contract. In case of doubt, before commencing such activities, Contractor shall review areas of possible conflict with HCA and obtain HCA's written approval prior to commencing such activities.

#### **4.9 CONFORMANCE**

If any provision of this Contract is in conflict with or violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### **4.10 COVERED INFORMATION PROTECTION**

4.10.1 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 HCA Proprietary Information or Confidential

Information. For the purposes of this section, HCA Proprietary Information and Confidential Information are together referred to as Covered Information.

- 4.10.2 Nondisclosure and Non-Use Obligations. In the event of Disclosure of Covered Information to Contractor by HCA, Contractor agrees to: (1) hold Covered Information in strictest confidence and to take all reasonable precautions to protect such Covered Information (including, without limitation, all precautions the Contractor employs with respect to its own confidential materials); (2) not disclose any such Covered Information or any other information derived therefrom to any third party; (3) not make use of Covered Information for any purpose other than the performance of this Contract; (4) release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract; and (5) not 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.
- 4.10.3 Contractors that come into contact with PHI may be required to enter into a BAA with HCA in compliance with the requirements HIPAA, Pub. L. 104-191, as amended.
- 4.10.4 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- 4.10.5 The obligations set forth in this section will survive completion, cancellation, expiration, or termination of this Contract.

#### **4.11 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.

#### **4.12 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.

#### **4.13 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.

#### **4.14 DISPUTES**

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

4.14.1 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 (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

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

- A. Be in writing;
- B. Include a written description of the dispute;

- C. State the relative positions of the parties and the remedy sought; and
- D. State the Contract Number and the names and contact information for the parties.

4.14.3 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.

#### **4.15 ENTIRE AGREEMENT**

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.43, *Warranties*.

#### **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 4.38.3, *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 (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.
  - A. 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.
  - B. 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.

- C. 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 11<sup>th</sup> 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.90.040. 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 and breach of confidentiality obligations as contained herein, 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 its employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold itself out as or claim to be an officer or employee of HCA or of the State of Washington by reason hereof, nor will Contractor

make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

#### **4.22 LEGAL AND REGULATORY COMPLIANCE**

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

#### **4.23 LIMITATION OF AUTHORITY**

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

#### **4.24 NO THIRD-PARTY BENEFICIARIES**

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

#### **4.25 NONDISCRIMINATION**

- 4.25.1 Nondiscrimination Requirement.  
During the term of this Contract, Contractor, including any Subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3); Title VII of the Civil Rights Act, 42 U.S.C. §2000e et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., and 28 C.F.R. Part 35. In addition, Contractor, including any Subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or Subcontractor, has a collective bargaining or other agreement.
- 4.25.2 Obligation to Cooperate.  
Contractor, including any Subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor,

including any Subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

#### 4.25.3 Default.

Notwithstanding any provision to the contrary, HCA may suspend Contractor, including any Subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until HCA receives notification that Contractor, including any Subcontractor, is cooperating with the investigating state agency. In the event Contractor, or Subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), HCA may terminate this Contract in whole or in part, and Contractor, Subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or Subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

#### 4.25.4 Remedies for Breach.

Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, Subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under RCW 49.60. HCA shall have the right to deduct from any monies due to Contractor or Subcontractor, or that thereafter become due, an amount for damages Contractor or Subcontractor will owe HCA for default under this provision.

Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law, which damages are distinct from any penalties imposed under Chapter 49.60, RCW.

### 4.26 OVERPAYMENTS TO THE 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 will refund the full amount to HCA within thirty (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 4.14, *Disputes*.

#### **4.27 PAY EQUITY**

- 4.27.1 Contractor represents and warrants that, as required by Washington state law (Engrossed Substitute Senate Bill 5187, Section 919 (2023 session)), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- 4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 4.27.3 Bona fide job-related factor(s)” may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 4.27.4 A “bona fide regional difference in compensation level” must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor’s failure to provide satisfactory evidence of compliance within thirty (30) calendar days of HCA’s request for such evidence, HCA may suspend or terminate this Contract.

#### **4.28 PUBLICITY**

- 4.28.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor’s services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.
- 4.28.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any service furnished by Contractor in which HCA’s name is mentioned, language is used, or internet links are provided from which the connection of HCA’s name with Contractor’s services may, in HCA’s judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in

existence or hereinafter developed without the express written consent of HCA prior to such use.

#### **4.29 RECORDS AND DOCUMENT REVIEW**

- 4.29.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, Regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 C.F.R. 431, Subpart Q; and 42 C.F.R. 447.202].
- 4.29.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.
- 4.29.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### **4.30 REMEDIES NON-EXCLUSIVE**

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

#### **4.31 RIGHT OF INSPECTION**

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

#### **4.32 RIGHTS IN DATA/OWNERSHIP**

- 4.32.1 HCA and Contractor agree that all Data and work products produced pursuant to this Contract (collectively "Work Product") will be considered a "*work made for hire*" as defined under the U.S. Copyright Act of 1976 and Title 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, Databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound

reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

- 4.32.2 If for any reason the Work Product would not be considered a “*work made for hire*” under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 4.32.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.
- 4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.32.5 Material that is delivered under this Contract, but that does not originate therefrom (“Preexisting Material”), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

#### **4.33 SEVERABILITY**

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



#### 4.34 SITE SECURITY

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

#### 4.35 SUBCONTRACTING

- 4.35.1 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 or not to approve any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.
- 4.35.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.
- 4.35.3 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.
- 4.35.4 The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.
- 4.35.5 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.

#### 4.36 SURVIVAL

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled *Covered Information Protection, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, and Rights in Data/Ownership* will survive the termination of this Contract. The right of HCA to recover any Overpayments will also survive the termination of this Contract.

#### **4.37 TAXES**

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

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

#### **4.38 TERMINATION**

##### **4.38.1 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 (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

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

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

##### **4.38.2 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 (10) calendar days' written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the Effective Date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

##### **4.38.3 Termination for Nonallocation of Funds**

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to the Contractor.

The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the Effective Date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

#### 4.38.4 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.

#### 4.38.5 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.

### 4.39 TERMINATION PROCEDURES

4.39.1 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.

4.39.2 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 4.14, *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.

- 4.39.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:
- A. Stop work under the Contract on the date of, and to the extent specified in, the notice;
  - B. 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;
  - C. 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;
  - D. 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;
  - E. Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
  - F. Complete performance of any part of the work that was not terminated by HCA; and
  - G. Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

#### **4.40 TRANSITION OBLIGATIONS**

Contractor must provide for reasonable transition assistance requested by HCA to allow for the expired or terminated Contract, in whole or in part, to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to HCA or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

#### **4.41 TREATMENT OF ASSETS**

##### **4.41.1 Ownership**

HCA shall retain title to all property furnished by HCA to Contractor under this Contract. Title to all property furnished by Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this Contract, excluding intellectual property provided by Contractor, shall pass to and

vest in HCA upon delivery of such property by Contractor. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

#### 4.41.2 Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative, and other requirements.

#### 4.41.3 Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed, or damaged by Contractor or Contractor's employees, agents, or Subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

#### 4.41.4 Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

#### 4.41.5 Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear expected. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

### 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 its services will be of professional quality and will be rendered in accordance with prevailing professional standards and ethics. Services performed by Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill standard to the industry. Contractor agrees to 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 will 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 EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.43.4 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.

**ATTACHMENT 1: HCA RFP #2427**

RFP #2474, dated 12/18/2017, including any and all amendments, is an integral part of this Contract and is incorporated herein by reference.

**ATTACHMENT 2: CONTRACTOR RESPONSE TO HCA RFP #2474**

Contractor's response to RFP #2474, dated 02/08/2018, is an integral part of this Contract and is incorporated herein reference.



## **ATTACHMENT 3: STATEMENT OF WORK**

### **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 and HCA.

#### **1. General Requirements**

The Contractor Must:

- 1.1. Maintain a business location in the state of Washington;
- 1.2. The Contractor's service area for this Contract will include the state of Washington and border cities in the states of Oregon and Idaho to include:
  - 1.2.1. Oregon: Astoria, Hermiston, Hood River, Milton-Freewater, Portland, Rainier, and The Dalles; and
  - 1.2.2. Idaho: Coeur D' Alene, Lewiston, Moscow, Priest River, and Sandpoint.
- 1.3. Publicly post to the Contractor's dedicated website for this contract, the hours of operation to provide assistance to Authorized Requesters and LAPs by phone, email, fax, or other methods of communication during normal work hours as referenced in the contract.
- 1.4. Assume sole responsibility for all work performed under this Contract by:
  - 1.4.1. The Contractor's employees, officers, directors, agents, representatives, associates; and
  - 1.4.2. Interpreters.
- 1.5. The Contractor and its employees, volunteers, and board, shall have no legal affiliations or connection to any subcontractor over which they have control or from whom they directly or indirectly benefit.
- 1.6. Adhere to the terms and conditions of the WFSE, AFSCME Council 28, Language Access Providers Collective Bargaining Agreement (CBA) as currently written, or as hereafter amended and any successor CBA.  
[www.ofm.wa.gov/labor/agreements/default.asp](http://www.ofm.wa.gov/labor/agreements/default.asp). The listed articles are not intended to supersede or replace the CBA, nor is this minimizing the requirement to comply with all other articles and aspects of the CBA. Consideration should be on the following Articles;
  - 1.6.1. Article 5 – Documentation
    - 1.6.1.1. Pre-Acceptance of Appointment/Encounter Information Provided

to LAPs (Job Offer)

- 1.6.1.2. Post-Acceptance of Appointment/Encounter Information Provided to LAPs (Work Order)
  - 1.6.1.3. Post-completion of Appointment/Encounter Information Provided to LAPs (Invoice)
  - 1.6.1.4. LAPs will receive a text message and/or an email notification for appointment/encounter modifications or cancellations made twenty-four (24) hours or less before the originally scheduled appointment/encounter time. The LAPs may choose their preferred form(s) of notification.
  - 1.6.1.5. Background Checks Before providing interpreter services under this Agreement CBA and annually thereafter, the LAP will submit to a criminal history background check conducted by the Coordinating Entities or provide a copy of a recent background check per WAC 388-03-162 ("...before your certification or authorization status expires, you need to submit ...a criminal background check by following the procedures on the LTC website...") to the Coordinating Entities. The LAP will not pay more than the actual costs to conduct the background check. The Coordinating Entities will provide an electronic notification of expiration to the LAP at least thirty (30) business calendar days prior to the expiration of the background check.
- 1.6.2. Article 6
- 1.6.2.1. Base Rates of Pay A. DCYF, DSHS, and HCA Medicaid Enrollee IPI Appointments and HCA Medicaid FMA Appointments
    - 1.6.2.1.1. Effective July 1, 2025, LAPs will be paid a minimum of forty-nine dollars and twenty cents (\$49.20) per hour.
    - 1.6.2.1.2. Effective July 1, 2026, LAPs will be paid a minimum of fifty dollars and sixty cents (\$50.60) per hour.
  - 1.6.2.2. DCYF, DSHS, and HCA Medicaid Enrollee No-shows and Cancellations (Excluding OPI, VRI and FMA Appointments)
  - 1.6.2.3. DCYF, DSHS and HCA Medicaid Enrollee Early Completion-If an appointment ends earlier than the originally scheduled appointment length, an LAP will be paid for seventy-five percent (75%) of the originally scheduled appointment length, or the completed appointment time, whichever is greater. Payment related to this

section shall be capped at one-hundred and fifty thousand dollars (\$150,000) per fiscal year for each year of this CBA. The payment minimums described in [Section 6.3](#) continue to apply.

#### 1.6.3. Article 7.4C

1.6.3.1. Each remittance will include the total hours worked; a list of invoices paid by the remittance; and any workers' compensation deductions.

#### 1.6.4. Article X INDUSTRIAL INSURANCE COVERAGE (CBA)

1.6.4.1. A Coordinating Entity and an LAP may be subject to workers' compensation premiums for an LAP's coverage based on their independent contractor status performing interpreter services as a subcontractor and when the LAP does not meet the exemption requirements listed under RCW 51.08.180 and RCW 51.08.195. The procedure for submitting and processing a workers' compensation claim will be in accordance with all applicable laws, regulations, and the Coordinating Entity's policy. This process is described on the L&I website at the following link: [Injured? What You Need to Know \(wa.gov\)](#). If a claim is accepted for an LAP who sustains a work-related illness or injury that is compensable under state workers' compensation, coverage may include medical expenses and a percentage of lost compensation in accordance with RCW 51.08.178.

#### 1.6.5. ARTICLE X2 PERSONALLY IDENTIFIABLE INFORMATION (CBA)

##### 1.6.5.1. Section X2.1 Data Use

This Article applies only to Personally Identifiable Information (PII) of LAPs gathered by state Agencies to fulfill their duties and obligations under the independent contractor agreement between the LAPs and a Coordinating Entity. Each state Agency will use PII of LAPs only for the purpose of fulfilling its duties and obligations under the independent contractor agreement between the LAPs and a Coordinating Entity and will not share PII or related data of LAPs with or disclose it to any third party without the prior written consent of the LAP, except as required by public disclosure law or to fulfill the Agency's interpreter services program oversight duties and obligations. PII includes: personal data (passport numbers, social security numbers, driver's license number), contact information (addresses, telephone numbers), or any other sensitive information that individuals or organizations have an obligation to protect (financial account numbers, government issued identification numbers) under state or federal law.

#### 1.6.5.2. Section X2.2 Public Disclosure

In the event that an LAP is the subject of a public disclosure request in their role as an LAP, the state Agency will follow their established process in accordance with RCW 42.56.

#### 1.6.5.3. Section X2.3 Data Breach

State Agencies agree to comply with all applicable laws that require the notification of individuals in the event of a data breach. In the event of a determination of a data breach, each Agency will follow their established notification procedures. Data breach is defined as the intentional or unintentional compromise of protected data to an unauthorized entity.

## 2. Customer Service Requirements

The Contractor must:

- 2.1. Provide Interpreter Services through direct written Interpreter Services Provider Agreement (ISPA) with subcontracted LAPs that are DSHS Certified, Authorized, or Recognized. LAPs must meet all criteria as set in section 6.6.
- 2.2. Provide a mobile friendly web-based application to schedule pre-scheduled LAP Service Requests, including the ability for a bulk or mass upload feature.
- 2.3. Upon receipt of a request from a Medicaid Requester, or from HCA authorized staff, verify provider eligibility, client eligibility, and schedule, process, assign, and manage Interpreter Services in conjunction with a Client's scheduled appointment.
- 2.4. 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.
- 2.5. Provide a local and toll-free number for Authorized Requesters.
- 2.6. Provide a local and toll-free number for LAPs.
- 2.7. Provide staff and telephone lines to achieve 80% of all incoming calls, including hearing- impaired system calls, to be answered within 60 seconds during normal business hours (8:00am – 5:00pm Monday-Friday). Contractor must collect and provide data reports that demonstrate compliance.
- 2.8. In cases of outages, emergency situations, Contractor will notify HCA within 24 hours of identifying situation.
- 2.9. 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.

- 2.9.1. Provide staff to process, schedule, assign, manage and monitor the web-based application, email, telephone, electronic voice mail, or facsimile transmission requests during normal business hours.
- 2.9.2. Utilize and complete the appointment record form either electronically or in paper form for all appointment requests. The appointment record form will be made available on the Contractor's dedicated website for Requesters and LAPs.
- 2.9.3. Ensure Authorized Requesters document the arrival and departure times of the LAP. Requests may be submitted via email, telephone or facsimile transmission technologies as determined appropriate by the Contractor.
- 2.9.4. Provide technology solutions that are OCIO compliant for check in/out such as cell phone applications, tablets, Quick Response Code (QR) or other solutions that meet the needs of Authorized Requesters and/or LAPs.
- 2.9.5. Monitor technology solutions and implement changes or new technologies to improve the check in/out process.
- 2.9.6. Have the ability to send and receive electronic data files with HCA's ProviderOne system for the purposes of billing and the use of client eligibility inquiries, or build a retrieval system that interfaces with HCA's ProviderOne system.
- 2.9.7. Have personnel policies that conform to federal, Washington State, and local statutes and ordinances.
- 2.9.8. Update and make available all materials related to the program procedures, policy, or other documents within ten business days after receiving the change from HCA.
- 2.9.9. Maintain a list of current Contractor employees assigned to the performance of this Contract, including employees' names, titles, supervisory relationships, and in an organizational chart format; provide the list immediately to HCA staff upon request.
- 2.9.10. Establish and maintain an ombudsperson position; or a trained staff person whose responsibility is resolving complaints (including ADA), and HCA inquiries, including ensuring adherence to CBA.
  - 2.9.10.1. Contractor must report any Medicaid related ADA grievances immediately to HCA's Compliance officer at [compliance@hca.wa.gov](mailto:compliance@hca.wa.gov).
  - 2.9.10.2. Contractor must provide a monthly report on any ADA related grievances/complaints received related to this contract.

- 2.9.11. Within 90 days of a new hire start date, provide cultural competency training to new staff and ongoing learning opportunities for topics such as culturally and linguistically appropriate communication and language access needs.
- 2.9.12. Train Customer Services Center staff on client and Interpreter Service eligibility for services per HCA's benefit services package described in WAC 182-501-0060. <http://apps.leg.wa.gov/wac/default.aspx?cite=182-501-0060>
- 2.9.13. Notify HCA directly and post online two business days prior to any system outage or closure of the Customer Service Center and provide notification within 24 hours of when an outage/closure occurred due to an unplanned emergency/disaster.
- 2.9.14. The Contractor may close the Customer Service Center in observance of Washington State observed legal holidays as defined by RCW 1.16.050.

### **3. Fill rates**

- 3.1. The Contractor is expected to maintain quarterly minimum fill rates for non-urgent requests in the following categories:
  - 3.1.1. Top 7 spoken languages
  - 3.1.2. Spoken Languages of High Demand, Lesser Diffusion
- 3.2. The Contractor is expected to identify and assign an LAP and fill all non-urgent requests at a minimum of 90% for each quarter.
- 3.3. Top 7 languages include:
  - 3.3.1. Arabic
  - 3.3.2. Cantonese
  - 3.3.3. Korean
  - 3.3.4. Russian
  - 3.3.5. Somali
  - 3.3.6. Spanish
  - 3.3.7. Vietnamese
- 3.4. Languages of High Demand, Lesser Diffusion
  - 3.4.1. For Languages of high demand, lesser diffusion (which include languages outside the top seven where there are 100 or more requests per year), the

contractor is expected to identify and assign an LAP and fill all non-urgent requests at a minimum of 70% for each quarter.

3.4.2. Languages of Low Demand, Lesser Diffusion

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

3.4.3.1. Provide proof the Contractor attempted to fill the job with LAPs of the contract;

3.4.3.2. Provide proof of outreach attempts for these rare languages; and

3.4.3.3. Provide outreach on a quarterly basis to various agencies, facilities, stakeholders, and organization groups.

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

#### 4. Information Requirements

The Contractor must:

4.1. Provide and maintain a dedicated website for Requesters and LAPs to access information pertaining to the HCA Interpreter Services contract. The dedicated website at a minimum must have the capacity to allow LAPs and requesters to have access to the following:

4.1.1. A link to the web-based application for subcontractors and Authorized Requesters;

4.1.2. Information related to the Interpreter Services program;

4.1.3. A link to the HCA Interpreter Services webpage;

4.1.4. Contractor's contact information including:

4.1.4.1. Telephone numbers;

4.1.4.2. Mailing and physical addresses;

4.1.4.3. Email addresses; and

- 4.1.4.4. Fax numbers.
- 4.1.5. Policies and procedures as approved by HCA relating to subcontractors and authorized Requesters.
- 4.1.6. Multi-media document materials including, but not limited to:
  - 4.1.6.1. Frequently asked questions and responses;
  - 4.1.6.2. Provider manuals;
  - 4.1.6.3. Brochures; and
  - 4.1.6.4. Videos or Webinars, etc.
- 4.1.7. A list of all languages available per this Contract, including:
  - 4.1.7.1. County; and
  - 4.1.7.2. Number of LAPs by language.
- 4.1.8. A list of languages by county under active recruitment.
- 4.1.9. All lists must be updated before the start of every quarter, beginning October 1, 2018.
- 4.1.10. The secure web-based application must have the capacity to allow LAPs to:
  - 4.1.10.1. Review, accept, and reject appointments;
  - 4.1.10.2. Return appointments prior to 24 hours of the scheduled appointment online;
  - 4.1.10.3. Obtain and confirm appointment information and download to iCal or calendar through a software program;
  - 4.1.10.4. Approve appointments for payment;
  - 4.1.10.5. Dispute check-in and check-out times;
  - 4.1.10.6. Review payment invoices; and
  - 4.1.10.7. Review and respond to complaints.
- 4.1.11. The secure web-based application must have the capacity to allow authorized requesters to:
  - 4.1.11.1. Individually request, edit, and cancel appointments



- 4.1.11.2. Confirm appointment information and status
  - 4.1.11.2.1. If the request is filled;
  - 4.1.11.2.2. If the request cannot be filled;
  - 4.1.11.2.3. If the appointment is still in a pending status;  
and
  - 4.1.11.2.4. If the appointment has been returned by LAP.
- 4.1.11.3. Upload bulk appointment requests
- 4.1.11.4. Ability to duplicate appointment requests for clients/facilities
- 4.1.11.5. Select the language and type of interpretation needed:
  - 4.1.11.5.1. Language and/or dialect if not listed.
- 4.1.11.6. Select their administration origin:
  - 4.1.11.6.1. HCA;
- 4.1.11.7. Select the appointment service type,
- 4.1.11.8. Select a specific LAP: such as gender, cultural requirements, medically necessary or other criteria deemed necessary by the provider.
- 4.1.11.9. Ongoing treatments of medical conditions that may qualify as Medically Necessary to require a specific assigned Interpreter include:
  - 4.1.11.9.1. Continuing counseling sessions
  - 4.1.11.9.2. Applied behavior analysis (ABA) therapy sessions
  - 4.1.11.9.3. Cancer treatments as requested by the provider
  - 4.1.11.9.4. Pediatric private duty nursing sessions in the home setting, in which the treatment plan requires frequent communication, such as when the child's care needs are changing, where a change in LAP will impact the health outcome or effectiveness of the interaction.
  - 4.1.11.9.5. 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.

- 4.1.11.10. Permit the requester to cancel a behavior health appointment and be eligible for the reimbursement process or leave the appointment in pending status and continue attempting to fill the request.
- 4.1.11.11. Check LAP in and out per start and end time of each job
- 4.1.11.12. Allow requester to provide feedback for LAPs.
- 4.1.11.13. Send notifications to the requester whenever the appointment has a status change, or requester self-selected notification.
- 4.1.11.14. Send appointment status updates to the requester if self-selected to include:
  - 4.1.11.14.1. Jobs in a pending status three days after the requested date;
  - 4.1.11.14.2. Jobs in a pending status two weeks prior to the appointment date; and
  - 4.1.11.14.3. Jobs in pending status three business days prior to appointment date; or
  - 4.1.11.14.4. Self-selected notification by requester.
- 4.1.11.15. Contractor will send notification via email to requester when a start or end time has not been completed two business days after the date of service.
- 4.2. Notify the HCA Program Manager of any notifications to LAPs/requesters, including emails, Contractor's dedicated website content, procedure or policy change notices. HCA reserves the right to review these documents five (5) business days before posting and Contractor may not post without prior written approval by HCA. All notifications that affect LAPs may require an additional three (3) day notification time for the Union input or changes. HCA will notify Contractor of approval.
- 4.3. Provide a link to the current CBA on the Contractor's dedicated website.
- 4.4. HCA reserves the right to request modifications to the Contractor's dedicated website.

## 5. Outreach and Education

The Contractor must:

- 5.1 Provide outreach, technical assistance and orientation to Authorized Requesters to access the Interpreter Services program. Emphasis will be put on the following:
  - 5.1.1. Online Web-based application for coordinating scheduling and payment;
  - 5.1.2. How to access, navigate, schedule, review, edit and cancel appointments using the web-based application;
  - 5.1.3. How to utilize the bulk/mass upload feature for scheduling appointments;
  - 5.1.4. How to provide feedback on an LAP;
  - 5.1.5. The Authorized Requester's roles and responsibility for verifying client eligibility and benefit coverage;
  - 5.1.6. Guidelines for working with an LAP;
  - 5.1.7. The requester's legal responsibility to provide language access services;
  - 5.1.8. How to request reimbursements;
  - 5.1.9. Specific LAP Requests;
  - 5.1.10. Requesting the appropriate LAP and language needs;
  - 5.1.11. When a specific LAP request is valid;
  - 5.1.12. When it is appropriate to request reimbursement for Behavioral Health (mental health and substance use disorder) services not filled by Contractor;
  - 5.1.13. Reimbursement requirements, including 90-day billing timeline;
  - 5.1.14. Availability of reimbursement request form; and
  - 5.1.15. How to submit the request for 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 Interpreter to

access the Interpreter Services program as outlined in Section 6.

## 6. Contracting with LAPs

The Contractor must:

- 6.1. Provide Interpreter Services using only LAP, for HCA medical appointments.
- 6.2. Require LAPs to sign an Interpreter Service Provider Agreement (ISPA) and Business Associate Agreement (BAA) meeting requirements of HCA Contract Number K2721 and agreement (see Section 4, General Terms and Conditions, 4.7 Confidential Information Protection, subsection 4.7.3) to comply with HIPAA, code of professional conduct, and all applicable state and federal laws and the terms and conditions of this contract.
- 6.3. Provide Orientation and education for performing services under this Contract. This includes ensuring LAPs receive the required orientation prior to providing services under this Contract. The Orientation must include all of the following:
  - 6.3.1. How to review, accept, and reject appointments, including appointments through text message and mobile contractor's dedicated website;
  - 6.3.2. Code of Conduct;
  - 6.3.3. BAA;
  - 6.3.4. ISPA;
  - 6.3.5. HIPAA;
  - 6.3.6. Incident Resolution process (IRP);
  - 6.3.7. Payment dispute process;
  - 6.3.8. Approve appointments for payment;
  - 6.3.9. Timelines required for contract;
  - 6.3.10. Immunization requirements for Medical LAPs;
  - 6.3.11. Eligibility requirements for Block of Time appointments;
  - 6.3.12. HCA Medicaid appointments; and
  - 6.3.13. Travel expense reimbursement requirements.
- 6.4. Require LAPs to complete the appointment record form electronically or in paper form;
- 6.5. Require Interpreters to sign a Business Associate Agreement (BAA) specific to

contract K2721 and agreement (see 4.7.3) to comply with HIPAA, code of professional conduct, and all applicable state and federal laws and the terms and conditions of this contract;

- 6.6. Maintain documentation that LAPs have completed all required documents to provide services under this contract:
  - 6.6.1. Are Certified, Authorized, or Recognized by DSHS LTC for spoken languages;
  - 6.6.2. Have a valid Washington State Unified Business Identifier (UBI) number or tax registration number;
  - 6.6.3. Sign and comply with the DSHS Language Interpreter and Translator Code of Professional Conduct;
  - 6.6.4. Sign and comply with the incident resolution policy;
  - 6.6.5. Signed ISPA and BAA;
  - 6.6.6. Copy of a Washington State background check, and
  - 6.6.7. Proof of immunization status for medical LAPs to include:
    - 6.6.7.1. Current season influenza vaccine as determined by the Washington State Department of Health (DOH).
      - 6.6.7.1.1. No influenza vaccine is required outside of influenza season, which must begin on November 30 of that year, unless the DOH issues notice of a flu pandemic prior to the start of the flu season, and the flu season must end via declaration from DOH. Medical LAPs may be eligible for assignments at any time after the current influenza vaccine is administered.
      - 6.6.7.1.2. Additional vaccinations as determined by DOH, to treat pandemic alerts, such as the swine flu.
    - 6.6.7.2. Measles, Mumps, and Rubella (MMR) vaccine, two (2) doses, one (1) month apart, on or after the medical LAP's first (1st) birthday or proof of immunity, or proof of:
      - 6.6.7.2.1. Rubella (German Measles) vaccine,
      - 6.6.7.2.2. Rubeola (hard measles) vaccine,
      - 6.6.7.2.3. Mumps vaccine, and

- 6.6.7.3. Varicella (Chickenpox or Shingles) vaccine, two (2) doses, four (4) to eight (8) weeks apart or proof of immunity,
- 6.6.7.4. Tdap (Tetanus, Diphtheria, and Pertussis), one (1) dose on or after age 11, Td (Tetanus and Diphtheria), and
  - 6.6.7.4.1. one (1) dose or Td every ten years after, or
  - 6.6.7.4.2. proof of immunity, or
  - 6.6.7.4.3. one (1) dose on or after age 11, Td (Tetanus and Diphtheria),
  - 6.6.7.4.4. Diphtheria vaccine, and
  - 6.6.7.4.5. Pertussis vaccination
- 6.6.7.5. Tuberculosis (TB) screening.
  - 6.6.7.5.1. Documentation of annual:
    - 6.6.7.5.1.1. TB skin testing; or
    - 6.6.7.5.1.2. Quantiferon; or
    - 6.6.7.5.1.3. T-Spot lab test;
  - 6.6.7.5.2. If any test is positive:
    - 6.6.7.5.2.1. Documentation of one negative chest x-ray as soon as possible after the initial test; and
    - 6.6.7.5.2.2. Annual symptoms checklist completed.
- 6.6.7.6. Contractor must describe the immunization tracking procedures and process to HCA.
- 6.6.7.7. There are no exemptions from the immunization process for interpreters that fill Medicaid in-person health care appointments.
- 6.7. Contractor will use an HCA approved bi-annual monitoring plan for LAPs. The monitoring plan must provide, at a minimum, how the Contractor will monitor and submit documentation when requested by HCA, see section 6.5:

- 6.8. Proof of immunization status as identified in Schedule A, Section 6.6. for all medical LAPs and for Social Service LAPs who accept jobs with DSHS' twenty-four (24) hour facilities on or after April 15, 2022 and expiring on June 30, 2025. The facilities covered by this requirement are:

- 6.8.1. Child Study and Treatment Center;
- 6.8.2. Eastern State Hospital;
- 6.8.3. Western State Hospital;
- 6.8.4. Special Commitment Center;
- 6.8.5. Maple Lane Competency Restoration Program;
- 6.8.6. Fort Steilacoom competency Restoration program; and
- 6.8.7. Olympic Heritage Behavioral Health.

## **7. Processing appointment**

The Contractor must:

- 7.1. Provide a secure web-based application for requesting, cancelling, editing and verifying appointments for Interpreter Services for the Requester, including a bulk or mass upload feature and feature for reimbursement of Behavioral Health (MH and SUD) qualified claims.
- 7.2. Provide an alternate method to submit requests for services, such as phone, email, or fax when necessary. The Contractor must establish internal procedures to manage how and when alternate methods will be permitted. HCA reserves the right to review and approve the Contractor's internal procedures.
- 7.3. Provide a secure web-based application for accepting, returning and approving appointments for the LAP that is mobile friendly and/or including a mobile device application.
- 7.4. Assure that only Medical LAPs are assigned to Medicaid appointments
- 7.5. The secure web-based application must have the capacity to allow requesters to:
  - 7.5.1. Individually input, edit, and cancel appointments, including returned appointments,
  - 7.5.2. Create a bulk or mass upload of new appointments,
  - 7.5.3. Copy or duplicate
  - 7.5.4. Select the language and type of interpretation needed:

- 7.5.4.1. Language and/or dialect if not listed.
- 7.5.5. Select HCA as their administration origin, if necessary,
- 7.5.6. Select HCA Medical as the appointment service type,
- 7.5.7. Select a specific LAP: such as gender, cultural requirements, medically necessary or other criteria deemed necessary by the provider,
- 7.5.8. Ongoing treatments of medical conditions that may qualify as Medically Necessary to require a specific assigned LAP include:
  - 7.5.8.1. Continuing counseling sessions
  - 7.5.8.2. Applied Behavior Analysis therapy sessions
  - 7.5.8.3. Cancer treatments as requested by the Medicaid provider
  - 7.5.8.4. Pediatric Private Duty Nursing sessions in the home setting, in which the treatment plan requires frequent communication, such as when the child's care needs are changing, where a change in LAP will impact the health outcome or effectiveness of the interaction.
  - 7.5.8.5. Effectiveness of treatment plan or any treatment or medical procedure where a change in LAP will impact the effectiveness and efficacy of the treatment or procedure.
- 7.5.9. 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.
- 7.5.10. Confirm appointment status information in a daily summary format or by individual appointment that includes, at a minimum:
  - 7.5.10.1. If the request is filled;
  - 7.5.10.2. If the request cannot be filled;
  - 7.5.10.3. If the appointment is still in a pending status; and
  - 7.5.10.4. If the appointment has been returned by LAP.
- 7.5.11. 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.



- 7.5.12. Permit the Requester to cancel Behavioral Health (MH and SUD) appointments and be eligible for the reimbursement process or leave the appointment in pending status and continue attempting to fill the request.
- 7.5.13. Universal is prohibited from reassigning an HCA job request from an authorized requester to a private status or Category 3 status through Universal's private or DES contracts.
- 7.5.14. Send notifications to the Requester regarding appointment with a status change, or self-selected notification request by Requester, including:
  - 7.5.14.1. Jobs in a pending status three days after the requested date;
  - 7.5.14.2. Jobs in a pending status two weeks prior to the appointment date; and
  - 7.5.14.3. Jobs in pending status three business days prior to appointment date; or
  - 7.5.14.4. Self-selected notification request by Requester.
- 7.5.15. Notification via email to Requester when a start or end time has not been completed two business days after the date of service. As defined in Section 2 of the Statement of Work.
- 7.6. Allow the Requesters to pull real-time reports/data from their web-based application of all appointments or ranges of appointments for their provider/facility by:
  - 7.6.1. Client;
  - 7.6.2. Language;
  - 7.6.3. Appointment type;
  - 7.6.4. Date(s);
  - 7.6.5. Filled or not filled;
  - 7.6.6. Returned appointments, including the date/time; and
  - 7.6.7. Other data elements as determined necessary by the Contractor or HCA.

## **8. Secure Web-based Application**

The secure web-based application must have the capacity to allow LAPs to:

- 8.1. Review, accept, and reject appointments;

- 8.2. Return appointments prior to 24 calendar hours of the scheduled appointment;
- 8.3. Obtain and confirm appointment information and download to iCal or calendar through a software program;
- 8.4. Approve appointments for payment;
- 8.5. Dispute check-in and checkout times;
- 8.6. Review payment invoices; and
- 8.7. Review and respond to complaints.

## **9. Contractor Timeframe**

The Contractor must:

- 9.1 Process web-based requests for Interpreter Services Sunday through Saturday, twenty- four (24) hours a day, seven (7) days a week.
- 9.2 Post requests to the web-based application within one hour from and when Medicaid eligibility has been verified for HCA jobs;
- 9.3 Requests received outside the web-based application or bulk upload, will be accepted twenty-four (24) hours a day, seven (7) days a week, but may not be processed until the next business day. Urgent requests will be processed no later than the next business day, and non-urgent jobs will be processed within three business days. HCA may approve an exception if extreme volumes occur. Exceptions must be submitted to HCA for written approval.
- 9.4 Provide real time updates on the status of requests to include whether they:
  - 9.4.1. Have been filled;
  - 9.4.2. Are pending to be filled, including how long it has been pending;
  - 9.4.3. Have been returned by the LAP, including when it was returned;
  - 9.4.4. Have been cancelled by the Requester; including when it was cancelled; and/or
  - 9.4.5. 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:
  - 9.5.1. Five business days for all:
    - 9.5.1.1. Written requests for information.

- 9.5.1.2. Requested reports.
- 9.5.1.3. Changes and edits for material and programming proposals.
- 9.5.1.4. Additional requests as documented in writing by the HCA program staff.
- 9.5.1.5. Corrective Action Plans (CAPs).
- 9.5.2. One business day or nine business hours for all:
  - 9.5.2.1. Initial responses to Complaints reported.
  - 9.5.2.2. Initial notification of accidents or incidents affecting the health and safety, as outline in the code of ethics, of Medicaid Clients.
  - 9.5.2.3. Requests for information during established legislative session.
  - 9.5.2.4. Requests for information during Collective Bargaining session.
- 9.5.3. Immediately for all:
  - 9.5.3.1. Website or web-based application complications including:
    - 9.5.3.1.1. Inability for Requesters or LAPs to access the web-based application; and
    - 9.5.3.1.2. Mainframe system failure.
      - 9.5.3.1.2.1. Eligibility issues
      - 9.5.3.1.2.2. NPI issues
      - 9.5.3.1.2.3. System outage
  - 9.5.3.1.3. Phone lines unavailable.
  - 9.5.3.1.4. Incidents as outlined in the incident resolution process that have HIPAA or Safety and Health violations.

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

The Contractor must:

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

- 10.2. Verify at the time of the Request and double check at least two business days prior to an appointment the Client's eligibility by one of the following methods:
  - 10.2.1. Medical Eligibility Verification utilizing ProviderOne;
  - 10.2.2. From the downloaded Eligibility Data files supplied by HCA; or
  - 10.2.3. 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; 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 an HCA Authorized Requester. For HCA Medicaid appointments:
  - 11.1.1. It is not for a Medicaid eligible client;
  - 11.1.2. It is not covered under the benefit service package; and
  - 11.1.3. It is not an eligible Medicaid enrolled Provider.

## **12. Direct Bills**

- 12.1 When an HCA/Medicaid pre-scheduled request that was properly screened for eligibility is denied by ProviderOne, the Contractor must submit the direct bill report, section 12.4, and a request for payment using the established A19/A-55 Invoice voucher.
  - 12.1.1. HCA will issue immediate payment when the ProviderOne denial reason is for:
    - 12.1.1.1. Date of death precedes date of service; or
    - 12.1.1.2. Change in benefit eligibility not visible to contractor within 48 business hours of appointment start time.
- 12.2. For all other denial reasons, the Contractor must bill the requestor for payment. The Contractor will;
  - 12.2.1. Treat the claims to be recovered from the requestor as a private

arrangement between the Contractor and the requestor;

- 12.2.2. Bill the requestor immediately upon receipt of the denial from ProviderOne; and continuously attempt to recover payment for 90 calendar days;
- 12.2.3. After 91 calendar days, the Contractor may bill HCA for payment;
- 12.2.4. Make every attempt to recoup payment from the requestor for up to one year from the date of denial. All attempts must be documented. The process must be documented and include:
  - 12.2.4.1. Sending statements to requesters monthly; Contacting requestors via letter, email, or phone call at least monthly; and
  - 12.2.4.2. Reimbursing the amount billed to HCA when the Contractor recovers payment from the Medicaid requestor.
- 12.3. To receive payment from HCA when a requestor has not rendered payment within 90 calendar days from the ProviderOne denial date, the Contractor must:
  - 12.3.1. Submit claims for payment and credit on a monthly basis;
  - 12.3.2. Only submit claims on or after the 91st calendar day from the date of ProviderOne denial;
  - 12.3.3. Submit the claim for payment using the established A19/A-55 Invoice voucher;
  - 12.3.4. Include a monthly report of direct bills and credits as described in the SOW, section 12.4; and
  - 12.3.5. Continue to attempt to recover payment from the Medicaid requestor as described above.
- 12.4. When the Contractor receives payment from a requestor, the Contractor is required to return that payment to HCA as a credit on the direct bill report and A19/A-55 invoice voucher within 30 calendar days.
- 12.5. HCA will not pay any denied claim if the error is on the part of the contractor. See eligible claims under State of Work (SOW) section 10.1.

### **13. Policies and Procedures**

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

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

- 13.1.1.1. Accessing the online system;
- 13.1.1.2. Scheduling process;
- 13.1.1.3. Billing process;
- 13.1.1.4. ProviderOne;
- 13.1.1.5. Provider reimbursement;
- 13.1.1.6. Administrative fee for HCA;
- 13.1.1.7. Communication plan;
- 13.1.1.8. A copy of HCA's Incident resolution process;
- 13.1.1.9. Payment dispute process for LAPs; and
- 13.1.1.10. Outreach and Orientation

13.1.2. Subcontractors Manual will include at a minimum:

- 13.1.2.1. Accessing the online system;
- 13.1.2.2. Text message options;
- 13.1.2.3. Accepting, or rejecting appointments;
- 13.1.2.4. Billing process;
- 13.1.2.5. Incident resolution process; and
- 13.1.2.6. Payment dispute process.

13.1.3. Authorized Requester Orientation materials will include at a minimum:

- 13.1.3.1. Navigating the web-based application;
- 13.1.3.2. Text message and email alerts;
- 13.1.3.3. Scheduling, editing, and cancelling appointments;
- 13.1.3.4. Billing process;
- 13.1.3.5. Reimbursement process;
- 13.1.3.6. Communication plan; and

13.1.3.7. HCA's Incident resolution/complaint process.

13.1.4. Confidentiality and Nondisclosure policies and/or procedures that ensure compliance with all state and federal Confidentiality and Nondisclosure requirements.

13.1.5. All LAPs and Requester orientations and webinars are available on the contractor's dedicated website.

13.1.6. Must have method for collecting, verifying, and monitoring immunizations required by HCA for medical LAPs.

The Contractor must explain in detail:

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

13.1.6.2. Stay informed on the flu season; and

13.1.6.3. Notify medical LAPs of expiring immunizations, or new immunization requirements.

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

13.1.7.1. Methods for monitoring, tracking and assessing the quality of services provided under this Contract.

13.1.7.2. How the Contractor will identify and resolve issues related to LAP quality and/or performance.

13.1.7.3. How the Requester or client-initiated concerns and/or complaints are processed.

13.1.8. Disaster Preparedness and Recovery Plan that ensures, at minimum:

13.1.8.1. 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;

13.1.8.2. Documentation of emergency procedures that include steps to take in the event of a natural disaster; and

13.1.8.3. Employees at the Customer Service Center are familiar with the emergency procedures.

13.1.9. HCA's current or revised Incident Resolution process

The incident resolution process and information must:

- 13.1.9.1. Be made available to all Authorized Requesters and LAPs upon request;
- 13.1.9.2. Include the requirement that the Contractor must notify an LAP within ten (10) business days of receipt of any complaint by a Requester or Client;
- 13.1.9.3. Include procedures for:
  - 13.1.9.3.1. Receiving, tracking and responding to complaints;
  - 13.1.9.3.2. Documenting and maintaining records of all complaints received as identified in section 12.4;
  - 13.1.9.3.3. Resolving complaints that includes, at a minimum, the participation of the Contractor's Ombudsperson or assigned staff person to resolve complaints;
  - 13.1.9.3.4. LAPs response time to the complaint before any intervention or corrective action is imposed, unless public health or safety is at risk; and
  - 13.1.9.3.5. Immediate resolution or suspension of an LAP due to Safety and Health or HIPPA violations.
- 13.1.9.4. Include the requirement that the Contractor must:
  - 13.1.9.4.1. Provide written notice to the LAP three business days prior if any of the above corrective actions specified in 2.1.i.4 above are taken;
  - 13.1.9.4.2. Notify HCA Interpreter Services Program Manager within 24 calendar hours, if an LAP must be immediately suspended due to a health and safety violation, as defined in the Interpreter code of ethics;
  - 13.1.9.4.3. Include submittal of an initial written report documenting any allegations of misconduct by an LAP by the end of the next business day to the Interpreter Service Program Manager, or successor;
  - 13.1.9.4.4. 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; and



- 13.1.9.4.5. Require immediate notification to the HCA Interpreter Services Program Manager, of any request by Contractor to terminate an LAP because of the Contractor's corrective action policy.

#### **14. Interpreter Services Tracking and Documenting Requirements**

- 14.1. The Contractor must establish, maintain, and utilize an electronic data management system (such as a database or repository) that maintains all Contractor's Interpreter Service data related to the work performed under this contract.
- 14.2. The system must:
  - 14.2.1. Be user friendly and have an administrator user interface available to HCA staff to view and access all data:
  - 14.2.2. Provide real-time on-demand reports;
  - 14.2.3. Capture, document, and maintain data for the following at a minimum:
    - 14.2.3.1. Organization Index Code;
    - 14.2.3.2. Control Number – Used to track the Request through the ProviderOne billing system from the time of Request through the billing/payment process;
    - 14.2.3.3. Client's ProviderOne ID number;
    - 14.2.3.4. Client's full name;
    - 14.2.3.5. Authorized Requesters full name
    - 14.2.3.6. Authorized Requesters NPI;
    - 14.2.3.7. Authorized Requester's contact information:
      - 14.2.3.7.1. Phone number;
      - 14.2.3.7.2. Email; and
      - 14.2.3.7.3. Address (location of service)
    - 14.2.3.8. Date of request;
    - 14.2.3.9. Appointment date;
    - 14.2.3.10. Appointment start and end time;

- 14.2.3.11. Appointment street address;
- 14.2.3.12. Appointment County;
- 14.2.3.13. Language requested;
- 14.2.3.14. LAP assigned date and time;
- 14.2.3.15. LAP's information:
  - 14.2.3.15.1. Full name;
  - 14.2.3.15.2. Address;
  - 14.2.3.15.3. Email;
  - 14.2.3.15.4. Language(s); and
  - 14.2.3.15.5. Unique identifier.
- 14.2.3.16. Specific LAP request:
  - 14.2.3.16.1. Full Name; and
  - 14.2.3.16.2. Unique Identifier.
- 14.2.3.17. Date and time services completed/cancelled/no-show;
- 14.2.3.18. Number of units billed;
- 14.2.3.19. Dollar amount of Interpreter service units billed;
- 14.2.3.20. Amount authorized for other fees incurred (parking, toll, ferry fees); and
- 14.2.3.21. Number of incidents received.

14.3. The web-based application must, at a minimum:

- 14.3.1. Identify an approved request as "pending" until an LAP is assigned to the appointment.
- 14.3.2. Identify requests that an LAP gives back and returns to pending status;
- 14.3.3. Identify the request as "filled" and include the name of the LAP when an LAP is assigned to the appointment;
- 14.3.4. Identify the request as "unable to fill," when an approved request remains unassigned after the requested appointment time;

14.3.5. 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:

14.3.5.1. Service request Job Number assigned;

14.3.5.2. Date and time the appointment was canceled;

14.3.5.3. Who canceled the appointment; and

14.3.5.4. Reason the appointment was cancelled.

14.3.6. Identify each appointment where one or more required party (Client/Requester/LAP) does not show for an approved appointment as:

14.3.6.1. “Client no-show”;

14.3.6.2. “Requester no-show”;

14.3.6.3. “LAP no-show”.

## **15. Required Reports for IS Program Monitoring**

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

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

15.1.1. Total number of calls;

15.1.2. Total number of incomplete/abandoned calls;

15.1.3. Average speed of answers (by seconds);

15.1.4. Average call length;

15.1.5. Average daily phone calls received;

15.1.6. Percent of calls answered within 30 seconds;

15.1.7. Number of completed calls; and

15.1.8. The amount of time the telephone system was inoperable in excess of one hour per incident.

15.2. Data report for Medicaid Interpreter Service requests that identifies:

- 15.2.1. Unique job identifier/job number;
- 15.2.2. Requesters name;
- 15.2.3. Requesters location;
- 15.2.4. Requesters contact phone number;
- 15.2.5. Date and time of request;
- 15.2.6. Client ProviderOne number;
- 15.2.7. Job status;
- 15.2.8. Filled date and time;
- 15.2.9. Job location address;
- 15.2.10. LAP unique identifier/name;
- 15.2.11. Language;
- 15.2.12. Service type;
- 15.2.13. Date of service;
- 15.2.14. Start and end time;
- 15.2.15. Specific LAP request;
- 15.2.16. Number of units billed;
- 15.2.17. Travel fees (toll, ferry, parking);
- 15.2.18. Paid amount; and
- 15.2.19. Date paid by HCA.
- 15.3. Monthly complaint Report that identifies:
  - 15.3.1. Unique job identifier;
  - 15.3.2. Date of service;
  - 15.3.3. LAP unique identifier/name;
  - 15.3.4. Level of complaint;
  - 15.3.5. Description of complaint;

- 15.3.6. LAP response;
- 15.3.7. Status of complaint; (in progress, verified, unverified, invalid);
- 15.3.8. Complainant information (client, authorized requester, another LAP, etc.);
- 15.3.9. Date resolved;
- 15.3.10. Outcome; and
- 15.3.11. Total number of complaints by level.
  - 15.3.11.1. High;
  - 15.3.11.2. Medium; and
  - 15.3.11.3. Low.
- 15.4. Contractor will produce a monthly report for Behavioral Health reimbursements, which will include:
  - 15.4.1. Unique “cannot fill” job identifier;
  - 15.4.2. Date of service;
  - 15.4.3. Client ProviderOne number;
  - 15.4.4. Requester name;
  - 15.4.5. LAP unique identifier/name;
  - 15.4.6. Language;
  - 15.4.7. Units billed;
  - 15.4.8. Tolls, fees, parking fees; and
  - 15.4.9. Total amount paid.
- 15.5. The Contractor must submit annually, a Quality Assurance Report that summarizes the information collected per the Quality Assurance plan and describes how the information will be used to improve service delivery, including a timeline for such improvements. The first annual report is due on July 1, 2019.
- 15.6. The Contractor must submit quarterly, an Outreach Activities Report (OAR) that summarizes outreach activities. The first report is due on October 1, 2018, and continuing quarterly based on the State Fiscal Year. The OAR will include at a minimum the following:
  - 15.6.1. Name of organization;

- 15.6.2. Location of outreach;
  - 15.6.3. Date of outreach;
  - 15.6.4. Description of outreach activity;
  - 15.6.5. Languages; and
  - 15.6.6. List of attendees.
- 15.7. The Contractor must submit quarterly, a report of all HCA requests and job status, with the following:
- 15.7.1. Unique job identifier/job number;
  - 15.7.2. Requesters name;
  - 15.7.3. Requesters location;
  - 15.7.4. Requesters contact phone number;
  - 15.7.5. Date and time of request;
  - 15.7.6. Client ProviderOne number;
  - 15.7.7. Job status;
  - 15.7.8. Filled date and time;
  - 15.7.9. LAP unique identifier/name;
  - 15.7.10. Language;
  - 15.7.11. Service type;
  - 15.7.12. Specific LAP request;
  - 15.7.13. Number of units billed;
  - 15.7.14. Travel fees (toll, ferry, parking, mileage); and
  - 15.7.15. Paid amount.
- 15.8. The contractor must submit a monthly report of all direct bills, with the following:
- 15.8.1. Unique identifier for request;
  - 15.8.2. Date of service;
  - 15.8.3. Billed amount;

- 15.8.4. Requester name;
- 15.8.5. Requester contact information;
- 15.8.6. Date billed;
- 15.8.7. Paid amount from requester (if any); and
- 15.8.8. Reimbursed amount to HCA.

15.9. CBA required reports, per Article 12

Per Article 12 of the CBA, the contractor must submit reports to the Union and HCA as outlined below:

- 15.9.1. Deduction Report: On the 20th of each month, deductions will be transmitted to the Union by the coordinating entity in two separate checks, one containing dues deductions and deduction #3 funds, and one containing deduction #2 funds. The coordinating entity will send these checks to no more than two (2) official Union addresses. For each individual for whom a deduction has been made, the coordinating entity will provide a list accompanying the payment containing the following:

- 15.9.1.1. Full name of LAP;
- 15.9.1.2. Home address;
- 15.9.1.3. Tax Identification number or other unique identification number; and
- 15.9.1.4. Total amount of each deduction.
- 15.9.1.5. Transmit deductions and fees to the Union's official headquarters at:

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

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

- 15.9.2.1. Tax identification number or other unique identification number;
- 15.9.2.2. LAP name/ID number;
- 15.9.2.3. Home address;

- 15.9.2.4. Email if available;
- 15.9.2.5. Cell phone number, if available;
- 15.9.2.6. Home phone number, if available;
- 15.9.2.7. Working language(s);
- 15.9.2.8. Total amount of time and dollar amount paid for each month for each Modality; and
- 15.9.2.9. Total amount deducted for each deduction type.

15.9.3. Status Report 2: The contractor will make available to HCA a monthly report delineating the number of encounters covered and the total dollars that were paid through the coordinating entity for DSHS, DCYF and for HCA. The monthly report will be made available by the end of the subsequent month.

#### 15.10. Other Reports

HCA reserves the right to request other specific reports not identified herein. If the information is readily available by the Contractor, and in a format easily accessible by HCA, the report shall be due within three business days. If the report requires further processing by the Contractor, i.e. system coding, or querying of data, the due date will be negotiated in writing between HCA and the Contractor.

### 16. Consideration of Payment – See also Section 3.3 of this Contract

16.1. Spoken Language In Person Interpreter Service Compensation as outlined in [the CBA](#).

#### 16.1.1. Rates:

- 16.1.1.1. HCA Medical and Family Member in-person interpreting appointments will be paid a minimum of forty-nine dollars and twenty cents (\$49.20) per hour.
- 16.1.1.2. Fifteen-minute increments will be calculated as one unit equal to twelve dollars and thirty cents (\$12.30) per unit.
- 16.1.1.3. 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:
  - 16.1.1.3.1. The time the Encounter started, until the time when the appointment actually concluded, with the following exceptions:



16.1.1.3.1.1. When the Interpreter arrives early and the Requester, Interpreter, and the Client agree to begin earlier than the scheduled start time.

16.1.1.3.1.2. When the Interpreter arrives late and the Encounter occurs, the Encounter time begins when the Interpreter arrives.

16.1.1.4. HCA Medicaid Enrollee Family Member Appointments ([CBA Section 6.9](#))

16.1.1.4.1. An HCA Medicaid enrollee FMA is an appointment where the same authorized requestor schedules two (2) or more consecutive and/or concurrent appointments to see multiple family members and allows one (1) interpreter to service all the appointments. FMA appointments may be scheduled under any of the three modalities (IPI, OPI, or VRI)

16.1.1.4.2. Each family member must have a separate appointment and its own unique identifier (job number).

16.1.1.4.3. Each appointment must be linked within the series, allowing the LAP ability to identify linked appointments.

16.1.1.4.4. The LAP must accept all family member appointments in the series.

16.1.1.4.5. The LAP will be paid from the start time of the first appointment in the series through the actual end time of the last completed appointment in the series, or a minimum of one (1) hour, whichever is greater.

16.1.1.4.6. At no time will an LAP be paid twice for the same time period.

16.1.1.4.7. If any appointment within the series of family member appointments is a late cancellation or the client with LEP or the authorized requestor fails to show, the LAP will be paid for thirty (30) minutes. The total payment for cancellations within other completed appointments will not exceed the actual

requested time.

- 16.1.1.4.8. If an LAP accepts an appointment more than four (4) hours from the scheduled start time and it is then cancelled within thirty (30) minutes of being accepted by the LAP, the LAP will not be eligible for payment as a no-show or late cancellation.
- 16.1.1.4.9. If an authorized requestor for an appointment cancels twenty-four (24) hours or less and greater than six (6) hours before the scheduled start of the appointment, including in cases of error on the part of the requestor, the Agency, or the Coordinating Entity/third party, a LAP will be paid fifty percent (50%) of the time requested or thirty (30) minutes, whichever is greater. The process for rounding to fifteen (15) minute increments set out in this [Article 6.3](#) will apply. The total payment for cancellations within other completed appointments will not exceed the actual requested time.
- 16.1.1.4.10. If an authorized requestor for an appointment cancels with less than six (6) hours before the scheduled start of the appointment, including in cases of error on the part of the requestor, the Agency, or the Coordinating Entity/third party, an LAP will be paid seventy-five percent (75%) or thirty (30) minutes, whichever is greater. The process for rounding to fifteen (15) minute increments set out in this Article [Section 6.3 and 6.5](#) will apply. The total payment for cancellations within other completed appointments will not exceed the actual requested time.
- 16.1.1.4.11. The twenty-four (24) hours for determining cancelled appointments shall not include weekends or state recognized holidays.
- 16.1.1.4.12. Each FMA is billed separately and based on the check-in and check-out times and in accordance with the applicable rate(s) in this Article ([6.9](#)).
- 16.1.1.5. Spoken Language appointment No-show and cancellations:
  - 16.1.1.5.1. If an LAP accepts a job more than four (4) hours from the scheduled start time and it is then cancelled within thirty (30) minutes of being accepted by the LAP, the LAP will not be eligible for payment as a

no-show or late cancellation.

- 16.1.1.5.2. If an authorized requester cancels twenty-four (24) hours or less and greater than six (6) hours before the scheduled start of the appointment, a LAP will be paid fifty percent (50%) of the time requester or thirty (30) minutes, whichever is greater.
- 16.1.1.5.3. The process for rounding to fifteen (15) minute increments is it applies to this contract.
- 16.1.1.5.4. If an authorized requestor cancels with less than six (6) hours before the scheduled start of the appointment, a LAP will be paid seventy-five percent (75%) or thirty (30) minutes, whichever is greater.
- 16.1.1.5.5. The twenty-four hours for determine cancelled appointments shall not include weekends or state recognized holidays.
- 16.1.1.5.6. 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 and must be dispensed as stipulated in the CBA. The payment minimums apply.

## **17. Medicaid reimbursement process**

- 17.1. HCA will reimburse Medicaid authorized requestors for privately obtained interpreter services for Behavioral Health (BH) (MH and SUD) providers as described below.
- 17.2. The Contractor must develop an online reimbursement payment process that validates, pays and collects the following information:
  - 17.2.1. Must be an eligible Medicaid provider;
  - 17.2.2. Must be for Behavioral Health (MH or SUD) services;
  - 17.2.3. Must be a valid Medicaid eligible client;
  - 17.2.4. Must be a valid Medicaid eligible service;
  - 17.2.5. Must have an unfilled job number (or equivalent) from Contractor;
  - 17.2.6. Must have proof of a paid Interpreter invoice made by authorized requester;

- 17.2.6.1. Certification of Interpreter credentialing is not required.
- 17.2.7. Must be submitted within 90 calendar days of the date of the appointment
- 17.3. Contractor must verify all information is complete prior to submitting claim to ProviderOne.
  - 17.3.1. Claims must be submitted with the appropriate modifiers to identify BH claims
    - 17.3.1.1. U9 – Mental Health (MH),
    - 17.3.1.2. U8 – Substance Use Disorder (SUD)
- 17.4. The contractor will bill ProviderOne and provide reimbursement to authorized requesters following the CBA in-person rates.
  - 17.4.1. Claims submitted to ProviderOne are prohibited from exceeding the amount paid by the authorized requester; and
  - 17.4.2. Behavioral Health (MH or SUD) interpreter services are prohibited from exceeding the CBA rates.

## **18. Labor and Industry Payment Process**

- 18.1. The Contractor has agreed it will remit workers' compensation premiums for Covered Workers (CW) in its future reporting to LNI. This includes premiums for LAPs who are providing services pursuant to an HCA Contract. To facilitate payment of CW premiums for services provided pursuant to HCA Contracts, HCA agrees to provide reimbursement as follows:
  - 18.1.1. HCA Contract No. K2474-12 Page 3 of 4
- 18.1. Upon receipt and approval of the above information, for the ER and CW portions of LNI premiums due. Contractor is required to remit payment directly to LNI and provide proof of the payment to HCA within ten (10) business days of payment.
- 18.2. In filing the above-referenced Amendment Quarterly Report, Contractor will be assessed late payment penalties and interest for failing to report and pay premiums in the quarters they were due. Contractors will seek a waiver of late payment penalties, but if Contractor is unable to obtain a waiver of the late payment penalties and interest from LNI, then HCA will provide reimbursement for any late payment penalties and interest accrued on the premium due for HCA Medicaid service type.

## **19. For premiums due January 1, 2023, and forward**

- 19.1. Contractor will bill HCA for reimbursement for the ER-only portion of the LNI premiums due. Contractor will collect CW premiums by each represented HCA

LAP. Contractor must provide the following information for invoices to be paid for ER premiums:

- 19.1.1. An HCA-approved invoice for the period of LNI reporting for ER premiums
- 19.1.2. Copy of LNI billing/Copy of Quarterly Report filed with LNI for the reporting period
- 19.1.3. Report containing the following information for each completed billable job by HCA
  - 19.1.3.1. Completed job number
  - 19.1.3.2. Date of service
  - 19.1.3.3. Billable work minutes per job
  - 19.1.3.4. LAP name (ID number)
  - 19.1.3.5. Contractor's breakdown of LNI Billing by service type
  - 19.1.3.6. Contractor's breakdown of ER portion of total premiums due to LNI
  - 19.1.3.7. Service type: HCA Medical
- 19.1.4. Upon receipt and approval of the above information, HCA will provide reimbursement to Contractor for the ER-only portion of LNI premiums due. Contractor will then remit the total payment (which shall include the ER and CW portions of premiums) directly to LNI by the due date for such premiums. Contractor is required to provide proof of the payment to HCA within ten (10) business days of payment.

## **20. LAP Premiums due January 1, 2023, and forward**

- 20.1. Contractor will deduct from LAPs pay statement premiums due per LNI rules.
  - 20.1.1. It is the responsibility of Contractor that LNI CW fees are withheld from LAPs and reporting to LNI. Contractor is required to provide the following information to HCA:
    - 20.1.1.1. Report containing the following information for each completed billable job by HCA approved LAP
      - 20.1.1.1.1. Completed job number
      - 20.1.1.1.2. Date of service

20.1.1.1.3. Billable work minutes per job

20.1.1.1.4. LAP name (ID number)

20.1.1.1.5. Contractor's breakdown of LNI Billing by service type

20.1.1.1.6. Contractor's breakdown of CW portion of total  
premiums deducted from LAPs pay statements

20.1.1.1.7. Service type: HCA Medical

20.2. Contractor will provide notification to the LAPs of upcoming LNI premiums due.  
Contractor will notify HCA of notification 60 days prior to implementation of LNI  
requirement to allow HCA review time of documentation and notification materials.