State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

All Hands Community Interpreting Services, LLC
P.O. Box 458
Orting, WA 98360

SECOND AMENDMENT
TO
CONTRACT NO. 02120
SIGN LANGUAGE INTERPRETER SERVICES WITH REFERRAL AGENCIES

This Second Amendment ("Amendment") to Contract No. 02120 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and All Hands Community Interpreting Services, LLC a Washington limited liability company ("Contractor") and is dated as of June 14, 2021.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02120 for Sign Language Interpreter Services with Referral Agencies dated effective as of June 1, 2020 ("Contract").

B. The Parties previously amended the Contract as follows:

   a. Amendment 1 dated October 22, 2020 (to replace Section 5.2.(a).1.iii.b, Exhibit A Statement of Work and, Exhibit B Fees and Rates.

C. The amendment set forth herein is within the scope of the Contract.

D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. MONTHLY DATA REPORTS. Section 5.2. is hereby amended by deleting the existing provision in its entirety and inserting the following in lieu thereof:

1.1. Contractor must retain data on requests that are filled and unfilled. The Contractor shall incorporate this data into the required Monthly Data Reports. ODHH has implemented an online request system, and any request submitted through the online system does not require the Contractor to submit a monthly data report. Monthly Data Reports are only required when a Purchaser submits an Interpreter Request Form, and the Contractor does not enter the form details into the system ODHH reserves the right to request additional details to verify data received.

   (a) The Contractor shall submit each month's Data Report to ODHH via email at the end of each month.

      1. Data Elements

i. Within the Monthly Data Report, requested and/or received services shall be separated as shown on the report template or as requested in subsequent communication from the Contract Administrator.

ii. Services requested and received must be separated by each State of Washington Agency, Department, Administration, Division and MCUA participant. An electronic version of the report template and a list of each State of Washington state agency will be provided to Contractors at the time of Contract execution.

iii. The Contractor's Monthly Data Report must include a minimum of the following data elements. Should the following data reporting requirements change, ODHH shall give the Contractor a thirty (30) days' notice of the specific changes.

a. General Information

1. Name of the Contractor;
2. Report period (month and year); and
3. Purchaser Name (not the employee's name, the Department or Division name)

b. Appointment Information

1. Total number of Appointments with completed service;
2. Total number of requests unable to fill with an Interpreter;
3. Total number of No Shows by Clients, Employee or Service Provider, and Interpreters; (employee and service provider means the same thing)
4. Total number of Cancellations with 48 business hours' or more notice by Clients, Employee or Service Provider, and Interpreters;
5. Total number of Cancellations without 48 business hours' or more notice by Clients, Employee or Service Provider, and Interpreters;
6. Total hours and cost billed for Interpreter services (including No Shows/Cancellations);
7. Total hours and cost billed for Interpreter services at Deafblind rates;

8. Total hours and cost billed for Deaf Interpreters (including No Shows/Cancellations); and

9. Total amount of other fees billed such as (mileage, tolls) Parking, lodging, meals.

2. Administrative Fee

(a) The Office of the Deaf and Hard of Hearing will reimburse the Contractor for each monthly report within thirty (30) days.

i. No payment will be made if there were no requests or no online requests entered. However, the contractor must submit a no service report.

ii. Reports are submitted using excel and are not separated by region, only by King and non-King county.

iii. One (1) to Ten (10) worksheets will be reimbursed up to $15.00 each, and each form entered will be reimbursed at $1.50 each.

iv. The maximum amount of reimbursement is $300.00 per month.

(b) Contractors must submit an invoice for requests received outside of the online system within thirty (30) days to Sign Language Interpreter mailbox. ODHH will then review the data and approve or reject the report.

(c) Total payment for late reports will have a 10% deduction per day the report is delinquent.

2. STATEMENT OF WORK. Exhibit A: Referral Agencies Statement of Work is hereby amended by deleting the existing Exhibit A in its entirety and inserting the attached Exhibit A: Sign Language Interpreter Services with Referral Agencies Statement of Work.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

ALL HANDS COMMUNITY INTERPRETING SERVICES, LLC **A LIMITED LIABILITY COMPANY**	**STATE OF WASHINGTON** **DEPARTMENT OF ENTERPRISE SERVICES**
By:	By:
Name: RENA LONG	Name: Kimberly Kirkland
Title: OWNER	Title: Procurement Supervisor
Date: 6-18-2021	Date: Jun 22, 2021

DEFINITIONS

a. **"Administrative Service Fee"** is a fee paid to the Contractor monthly by the Office of the Deaf and Hard of Hearing in exchange for required data reports.
b. "**Appointment**" means a period of time during which a Purchaser has requested interpreting services. One (1) Appointment may span multiple consecutive Business Days. Specific types of Appointments are defined below.
    1. "**Filled Appointment**" means a Contractor has assigned the Interpreter(s) to the Appointment and has confirmed this with the Purchaser.
    2. "**Unfilled Appointment**" is an Appointment for which the Contractor has tried and failed to schedule an Interpreter and has notified the Purchaser.
    3. "**DeafBlind Appointment**" is an Appointment involving close vision, tactile, or pro-tactile requests.
    4. "**Legal Appointment**" is an Appointment where the subject matter is legal in nature. Examples of these Appointments are: meeting with an attorney, administrative hearings, interview and or interaction with Police officer, any type of appeal that impacts housing, fiscal or an individual's civil liberty. SC:L certified Interpreters will receive priority for these appointments and are eligible for Supplemental Fees.
c. "**Approved Interpreter**" means an Interpreter who has registered with ODHH, has an active RID, BEI or QDI membership, has passed the DSHS background check screening, and is on the ODHH approved Interpreter List.
d. "**Awarded Referral Agency**" means a Referral Agency who has been awarded a Master Contract through Enterprise Services Competitive Solicitation process.
e. **"Base Rate"** is the fee paid for the initial Appointment.
f. "**Business Day**" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time (Standard or Daylight, as applicable), except for holidays observed by the State of Washington. One (1) Business Day equals nine (9) business hours per day.
g. "**Board of Evaluation of Interpreters**" or "BEI" is a state level Certification offered through the Office of Deaf and Hard of Hearing Services (DHHS) Board for Evaluation of Interpreters (BEI) in Texas.
h. **"Booking Fee"** is the fee an Agency charges for scheduling Sign Language Interpreters.
i. "**Cancellation**" means an Appointment cancelled by the Purchaser, DSHS/State employee, Customer or Interpreter.
j. "**Certified Interpreter**" means an interpreter who has demonstrated his/her ability to interpret effectively, accurately and impartially. He/she obtained national interpreter certification by taking national performance and knowledge tests. A certified interpreter has been awarded interpreter certification by the Registry of Interpreters for the Deaf (RID), National Association of the Deaf (NAD), and/or the BEI (Texas).
k. **"Close Vision Interpreting"** refers to a method used with Deaf, hard of hearing, DeafBlind, DeafPlus and Late Deafened individuals who have low vision and rely on their residual vision for communication. Interpreters are situated in close proximity in front of the Customer.
l. "**Contracted Service Provider**" means a provider, such as the Regional Services Centers, Area Agency on Aging, or Community Psychiatric Clinic, who has a contract with the state of Washington.

m. "**Customer**" means a Deaf, DeafBlind, Hard of Hearing, Late Deafened or Deaf Plus Customer or resident of the State of Washington, or State of Washington Employee utilizing Sign Language Interpreter Services.

n. "**Deaf**" is a broad term that generally describes people who have a severe to profound hearing loss. Deaf individuals may communicate by American Sign Language (ASL), another form of signed language, lip-reading, English (written or spoken), or any other method of communication. They may use a combination of Sign Language Interpreters, hearing aids, assistive listening devices, and other specialized technology.

o. "**DeafBlind**" is a term that refers to people who have both visual and hearing losses. The person is either deaf or hard of hearing. Many persons who are DeafBlind communicate by using tactile signing or close vision signing, depending on their vision loss.

p. **"Deaf Interpreter"**or **"Certified Deaf Interpreter"** is a specialist who is Deaf and provides interpreting services utilizing American Sign Language and other visual and tactile communication forms used by individuals who are Deaf, Hard of hearing or DeafBlind. Being Deaf, the Deaf Interpreter utilizes a distinct set of formative linguistic, cultural, and life experiences. This enables nuanced comprehension and interaction in a wide range of visual language and communication forms influenced by region, culture, age, literacy, education, socio-economic bearing, and/or physical, cognitive, and mental health. These experiences, coupled with professional training, give the Deaf Interpreter the ability to successfully communicate across all types of interpreted interactions, both routine and high risk. The use of a Deaf Interpreter enables a level of linguistic and cultural bridging that is often not possible when hearing ASL-English Interpreters work alone.

q. "**Deaf Plus**" refers to a Deaf individual who has an additional disability that may or may not impact their signing ability and language comprehension.

r. **"Evening, Weekend**, and **Holiday Rates"** include all hours outside of State business hours, which are Monday to Friday, 8:00 a.m. to 5:00 p.m., State Holidays are as follows: New Year's Day, Martin Luther King Jr's birthday, President's Day Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Native American Heritage Day, and Christmas Day.

s. **"Family Member**" means any person who is a relative by blood, adoption, or marriage.

t. "**Give Back**" means that an Interpreter accepted an assignment, and, within two (2) Business Days, or forty-eight (48) hours (for Evening, Weekend and Holiday Appointments) prior to the Contractors confirmed Appointment, the Interpreter gives back the assignment leaving the Contractor minimal time to find a suitable replacement.

u. "**Hard of Hearing**" is a term that general refers to people who have mild to moderate hearing loss who may communicate through Sign Language, spoken language or both. These individuals may or may not use a combination of: Sign Language Interpreters, hearing aids, assistive listening devices, and other specialized communication technology.

v. **"Health Care Authority or HCA"** means the state agency that purchases health care for more than two million Washington residents through Apple Health (Medicaid), the Public Employees Benefits Board (PEBB) Program, and, beginning in 2020, the School Employees Benefits Board (SEBB) Program. As the largest health care purchaser in the state, we lead the effort to transform health care, helping ensure Washington residents have access to better health and better care at a lower cost.

w. **"Hourly Rate"** is the rate at which an Interpreter will be reimbursed per hour of service.

x. "**Interpreter**" - See definition under "Certified Interpreter."

y. "**Interpret**," **Interpretation**" or "**Interpreting**" means the process of translating communication between hearing individuals, who communicate in spoken language, and individuals who communicate in sign language. Interpreters must be able to listen to an individual's words,

inflections, and intent and simultaneously render them into sign language using the mode of communication preferred by the Customer. The Interpreter must also be able to comprehend the signs, inflections, and intent of the Customer and speak them in articulate, appropriate English.

z. "**Interpreter Preference**" means the Customer has indicated that a specific interpreter communicates effectively with the individual and they prefer to work with that interpreter.

aa. **"Interpreter Referral Agency"** is an organization that provides specialized sign language interpreter referral services. These services include billing, scheduling, assignment, and referral of interpreters to Appointments. Interpreter Referral Agencies may or may not have a contract with the state to provide services.

bb. **"Interpreter Services Request"** refers to the completion of a form (pdf or word document) or online system that is used to request the services of an Interpreter.

cc. "**Late Deafened**" typically refers to the individual who loses hearing later in life Individuals who are late-deafened have usually maintained spoken communication skills. These individuals may or may not use a combination of: Sign Language Interpreters, hearing aids, assistive listening devices, and other specialized communication technology.

dd. "**Late Arrival**" means a time when an Interpreter arrives more than fifteen (15) minutes late for an Appointment.

ee. "**MCUA**" or "Master Contract Usage Agreement" means an agreement necessary to meet statutory requirements allowing qualifying organizations to use Washington State Master Contracts.

ff. **"Medicaid"** means Medicaid is the federally matched medical aid program under Title XIX of the Social Security Act (and Title XXI of the Social Security Act for the Children's Health Insurance Plan) that covers the Categorically Needy (CN) and Medically Needy (MN) programs. It is called Apple Health in Washington State.

gg. **"Monthly Data Reports"** are reports that Contractors are required to submit to the Office of the Deaf and Hard of Hearing which summarize monthly usage of their ASL interpreting services.

hh. "**National Association of the Deaf**" or "**NAD**" is a national membership association that previously administered testing for certification of Sign Language Interpreters. National Interpreting Certification (NIC) testing system replaced NAD testing. NAD Certified Interpreters have been incorporated into RID's Certification Maintenance Program and their credentials are maintained by RID.

ii. "**No Show**" means a Customer, contracted service provider, or Interpreter who does not keep an Appointment at the time scheduled.
Please note: should the Contractors Interpreters attend an Appointment and the Customer is not on time, the Interpreter must stay on the premises for twenty (20) minutes after the Appointment start time before declaring a No Show, unless:

   a. The Customer or Purchaser has asked the Interpreter to stay longer; or
   b. The Appointment specifies on the request form that the interpreter should remain on the premises for a specified duration regardless of whether the Customer shows up; or
   c. The Customer or Purchaser dismisses the Interpreter.

jj. "**Office of Deaf and Hard of Hearing**" or "**ODHH**" is an Office within DSHS' Aging and Long-Term Support Administration. ODHH received delegation of authority from the Washington Department of Enterprise Services to procure and administer this Contract.

kk. "**Pre-Certified Interpreter**" means a Sign Language Interpreter who has passed the written component of RID or BEI Certification requirements but has not yet passed the performance exam. Under specific circumstances Pre-Certified Interpreters can work through a Referral

Agency with a Team that includes a Certified Interpreter or a Deaf Interpreter. Pre-Certified Interpreters require additional criterial per ODHH.

ll. **"ProTactile Sign Language," "ProTactile" or "PTASL"** is a form of communication used primarily by the DeafBlind community and which is rooted in touch, communicated on the body. PTASL, developed by and for people who are DeafBlind, can also be used to connect small groups of people in communication, instead of just one-on-one. In some situations, two Interpreters are required to provide effective communication, and if the Appointment is longer than one (1) hour, a team of four (4) could be necessary. Interpreters serving DeafBlind Customers should have additional training and awareness of the socio-cultural aspects besides language, including the culture, philosophy and attitude inherent to the DeafBlind community.

mm. **"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.

nn. **"Qualified Deaf Interpreter (QDI)"** refers to a non-certified Interpreter who has been assessed and approved for high level of proficiency in two languages, adheres to ODHH code of ethics and best practices and has the appropriate training and experience to interpret. The QDI usually teams with the Certified Deaf Interpreters in a wide range of situations to enhance effective communication. Language equality may be affected in any communication influenced by region, culture, age, literacy, education, socio-economic bearing, and/or physical, cognitive, and mental health, and is especially crucial in any situation where the Customers health and/or freedom might be at stake.

oo. **"Region"** means one (1) of the six (6) Regions of Washington State designated as Northwest, North Central, Eastern, Olympic, Southwest and South Central. The Counties each Region serves is as follows:

   a. Northwest: Whatcom, San Juan, Island, Skagit, Snohomish, King
   b. North Central: Okanogan, Chelan, Douglas, Grant
   c. Eastern: Ferry, Stevens, Pend Oreille, Lincoln, Spokane, Adams, Whitman
   d. Olympic: Clallam, Jefferson, Kitsap, Mason, Grays Harbor, Pierce, Thurston
   e. Southwest: Pacific Lewis, Cowlitz, Clark, Skamania, Klickitat
   f. South Central: Kittitas, Yakima, Benton, Franklin, Walla Walla, Columbia, Garfield, Asotin

pp. "**Registry of Interpreters for the Deaf**" or "**RID**" refers to a national membership organization representing the professionals who provide sign language Interpreting services for the Deaf and Hard of Hearing.

qq. **"Request"** refers to Purchaser(s) officially requesting services from Contractors to provide sign language interpretation (either independent Interpreters or Agencies). Requests are made with the Interpreter Services Request Form.

rr. **"Supplemental Fees"** are added on to the hourly rate. These are fees paid to Interpreters who have additional Certifications or approved credentials for specialized Appointments. We do not limit scheduling to this pool of Interpreters but we do reimburse these Interpreter's for taking additional trainings. Supplemental Appointments include:

   a. DeafBlind Appointment if the Interpreter has Credentials as an Interpreter for DeafBlind.
   b. DeafBlind Appointments if the Interpreter has Protactile Certification.
   c. Legal Appointments if the Interpreter has SC:L or has meet the training established by ODHH.
   d. Mental Health Appointments if the Interpreter has QMHI Certification from Alabama

e. Health Appointments if the Interpreter has met the required training hours, or has received a Certificate in Healthcare Interpreting from Rochester Institution of Technology (RIT), or a Certification in Healthcare Interpreting from the Certification Commission for Healthcare Interpreters.

ss. "**Specialty Certification: Legal (SC: L)**" is a credential is fully recognized by RID, but the designation is no longer awarded by RID. This credential was offered beginning in 1998 and went into moratorium effective January 1, 2016. Holders of this specialist certification demonstrated specialized knowledge of legal settings and greater familiarity with language used in the legal system. These individuals are typically recommended for a broad range of assignments in the legal setting.

tt. "**Travel Time**" is the time an Interpreter uses to commute to and from an Appointment. Travel time, if more than one (1) hour each way, is added to the total time of the initial Appointment request. See "Payment for Services, Travel Reimbursement" in Exhibit C – Bid Price for additional information.

uu. **"Video Remote Interpreter or VRI"** refers to Sign Language Interpreting services that are delivered remotely through the company's platform, and billed per minute. This may be scheduled in advance, but is more likely on demand and available at the last minute. Virtual Interpreting (VI) and Video Remote Interpreting (VRI) are frequently confused, VI is covered under this Master Contract, and VRI is not.

vv. **"Virtual Interpreting, Virtual Interpreter or VI"** refers to Sign Language Interpreting services that are delivered virtually through approved online platforms; Skype for Business/Microsoft Teams, Updox, VSee, Zoom/Zoom for Healthcare, Doxy.me, GoogleG Suite Hangouts Meet, Cisco Webex Meetings/Webex Teams, Amazon Chime, GoToMeeting and Spruce HealthCare Messenger.

1. PURCHASERS
    a. Contractor acknowledges that use of the Contract by any city, county, state agency, state school district, state higher education institution, public utility district, Medicaid provider, or organization that has a Master Contract Usage Agreement (MCUA) is discretionary.
    b. Services described herein will be requested by Purchaser as needed, based on program/policy requirements and Consumer communication needs and preferences.
    c. The Contractor acknowledges that payment for any services provided under this Contract is the sole responsibility of the Purchaser.
2. SERVICE AREA
    a. The Contractor shall recruit and confirm their interpreters have approved Certifications, and qualifications established by the Office of Deaf and Hard of Hearing (ODHH) in one (1) or more regions as indicated by the Contractor.
    b. Contractor may have Interpreters located in one (1) or more regions and must have at least two (2) Interpreters in a Region to be able to substitute of necessary. See "Region" in Definitions for Counties included in each Region.
    c. Contractor, Subcontractors, and all Interpreters shall only use approved Virtual Interpreting online platforms provided by the Purchaser. See "Virtual Interpreting, Virtual Interpreter or VI" in Definitions for approved platforms.
3. CONTRACTOR AVAILABILITY
    a. Fax, instant messaging, and other modes of communication may be used at the Contractors option, but cannot substituted for telephone, videophone, and email responses.
    b. If Contractor is not open during evening and weekends, the Contractor must have an outgoing answering message and/or service that indicates the Contractors regular service hours and response time, as well as an electronic away message (i.e. Outlook "Out of Office" reply) for all emails received after business hours.
    c. During Contractors vacation and holidays, the Contractor must have an answering message and/or service that indicates Contractors return time, when the Contractor will respond to requests, and refer Purchaser to ODHH's website which provides a list of available agencies.
4. INTERPRETER SERVICES AVAILABILITY
    a. The Contractor must be available for Medicaid Appointments at any time during the day or week. Requests during Monday through Friday 8:00 am to 5:00 pm hours are paid at the standard rate. Requests outside these hours will be paid at the Evening, Weekend and/or Holiday Rate.
5. INTERPRETER, CREDENTIALS
    a. The Contractor shall only assign approved interpreters in response to authorized Purchaser requests.
    The Contractors interpreters must have an active membership in good standing with Washington State Registry of Interpreters for the Deaf (WSRID).
        i. Out of state Interpreters who work frequently in Washington are required to become members of WSRID.
    b. The Contractors interpreters must have at least one (1) of the following active credentials:

i. Certificate of Interpreting ("CI") from the Registry of Interpreters for the Deaf;
ii. Certificate of Transliteration ("CT") from the Registry of Interpreters for the Deaf;
iii. Comprehensive Skills Certificate ("CSC") from the Registry of Interpreters for the Deaf;
iv. Reverse Skills Certification ("RSC") from the Registry of Interpreters for the Deaf;
v. Interpretation Certificate ("IC") from the Registry of Interpreters for the Deaf;
vi. Transliteration Certificate ("TC") from the Registry of Interpreters for the Deaf;
vii. Master Comprehensive Skills Certificate ("MCSC") from the Registry of Interpreters for the Deaf;
viii. National Interpreter Certification ("NIC"), NIC Advanced or NIC Master from the Registry of Interpreters for the Deaf;
ix. Generalist/Level III Certification from the National Association of the Deaf;
x. Advanced/Level IV Certification from the National Association of the Deaf;
xi. Master/Level V Certification from the National Association of the Deaf;
xii. Advanced Certification from the Texas Board for Evaluation of Interpreters;
xiii. Master Certification from the Texas Board for Evaluation of Interpreters;
xiv. Certified as a Deaf Interpreter through ODHH;
xv. Qualified as a Deaf Interpreter through ODHH; or
xvi. Qualified as a Pro-Tactile ASL (PTASL) Interpreter through ODHH, Western Oregon University or any approved DeafBlind Service Provider in Washington State.

6. **INTERPRETER REGISTRATION**

The following information is to instruct the Contractor regarding the registration process their Interpreters must follow to be considered an approved Interpreter.

a. INITIAL REGISTRATION

i. New interpreters must first submit an on-line application to DSHS' Background Check Central Unit. Information about the process and the application can be found by visiting the DSHS Background Check Central Unit webpage. Once the Background Check is completed, the Interpreter will receive a Background Check confirmation number. The Interpreter's Background Check confirmation number will be required with the Interpreter's ODHH registration.
ii. The initial registration process involves a 24/7 online registration with ODHH.
iii. Interpreter must email a copy of their initial, approved Certification to ODHH. In lieu of the Certification, a verification letter with the date the Interpreter's Certification was obtained from RID or BEI may be submitted. This submission is a one (1) time requirement.
iv. Interpreters must electronically submit a current, taken within a year, colored photo for the Interpreter's Identity Badge. This photo will also be posted online on the ODHH Interpreter List.
v. To accept HCA Medicaid requests, Interpreter Referral Agenciesmust register with ProviderOne and obtain a National Provider Identification (NPI) number. Medicaid requests shall only be paid through ProviderOne.

b. ANNUAL RENEWALS FOR INTERPRETERS

i. Referral Agency Interpreters must renew their Sign Language Interpreter registration online with ODHH between April 1 and July 1 each year.

ii. As with initial registration, renewing interpreters must first submit their on-line application to DSHS' Background Check Central Unit. Information on the process and the application can be found by visiting the DSHS Background Check Central Unit webpage. Once the Background Check is completed, the Interpreter will receive a Background Check confirmation number. The Interpreter's Background Check confirmation number will be required with the Interpreter's ODHH annual renewal.

iii. Part of the annual registration process involves ODHH verifying the Interpreter's Certification status. This action may take up to ninety (90) days to complete. A lapse in Certification could change an interpreter's Rate. Interpreters should contact and work with their Certification entity should their Certification does not reflect their experience.

7. **ANTI-COMPETITIVE PRACTICES**

a. CONTRACTORS PRACTICES

The Contractor must not engage in anti-competitive practices which might have the foreseeable effect of restricting or diminishing the availability of interpreting services under this Contract. Prohibited actions include, but are not limited to, the following:

i. Requiring Interpreters to work exclusively with the Contractor;

i. Requiring Interpreters to sign a non-compete agreement;

ii. Retaliation or threats against an Interpreter who refuses to work exclusively with the Contractor or will not sign a non-compete agreement;

iii. Contacting Consumers or Purchasers directly to solicit future business; and

iv. Offering compensation or other special consideration to Consumers or Purchasers in exchange for the promise of future business.

b. INTERPRETERS' PRACTICES

The Contractor shall ensure that their Interpreters also do not engage in anti-competitive practices which might have the foreseeable effect of restricting or diminishing the availability of interpreting services under this Contract. Prohibited actions, but are not limited to, the following:

i. Requiring the Contractor to work exclusively with the Interpreter;

ii. Requiring the Contractor to sign a non-compete agreement;

iii. Retaliation or threats against the Contractor who refuses to work exclusively with the Interpreter or will not sign a non-compete agreement;

iv. Contacting Consumers or Purchasers directly to solicit future business; and

v. Offering compensation or other consideration to Consumers or Purchasers in exchange for the promise of future business.

8. **INTERPRETER REQUEST PROCESS**

The Contractor shall follow the process described below for receipt of all Interpreter Requests:

a. RECEIVING INTERPRETER REQUESTS

i. The Contractor will receive Requests for Interpreter Services from Purchasers through an Interpreter Services Request Form. Requests should contain, at a minimum, the following information:

1. Date, time, and duration of the Appointment;
2. Location of the Appointment;
3. Purchaser's name, place of business, and contact information;

4. Name(s) of the Consumer(s), to the extent known at the time of the Request;
5. Nature and venue type of the Appointment, such as a one-on-one meeting, a conference or webinar;
6. Contact information of the Consumer, if that individual is different than the Purchaser; and
7. Preferred Interpreter(s), if any.

ii. A Request is deemed received and complete by the Contractor as soon as all of the required information is obtained.

iii. Contractor will add the following information to the Request form:
1. Required amount of travel time to and/or from the Appointment;
2. Mileage to and from the Appointment; and
3. Billing details

b. CONFIRMATION OF REQUESTS (NOT RECEIVED ONLINE)

i. INTERPRETER SERVICES REQUEST - FORM
1. The Contractor shall acknowledge a complete Request from a Purchaser with a telephone call, voice mail message, and/or email message to the Purchaser within two (2) business hours, or by the end of that business day, whichever occurs first.
2. Once the Contractor acknowledges the Request, the Contractor will contact the tentatively scheduled Interpreter(s) within two (2) business days to confirm the Request.
3. The Contractor will send email confirmation that the request has been filled to the Purchaser and the Customer (if different person) as soon as possible and not less than forty-eight (48) hours prior to the Appointment.
If the Contractor is unable to reach the preferred Interpreter(s) within this time frame, the Contractor will contact the Purchaser to inform and offer the option of requesting and contacting a different Interpreter (or Interpreters). If the Purchaser is not in agreement, they may choose to terminate the Request and seek elsewhere without negative repercussion for the Contractor.

ii. INTERPRETER SERVICES REQUEST - ONLINE SYSTEM
1. The Contractor shall acknowledge a complete request from a Purchaser by clicking the link received within two (2) business hours, or by the end of that business day, whichever occurs first.
2. Once the Contractor acknowledges the request, the Contractor will contact the tentatively scheduled Interpreter(s) within two (2) business days to confirm the request.
3. When the Contractor has the required Interpreter(s) for the appointment, the Contractor will enter the Interpreter(s) name in the booking selection of the online system as soon as possible but not less than forty-eight (48) hours prior to the appointment. The online system

will send out a confirmation email with the Interpreter(s) name(s) to the Purchaser.

4. If the Contractor is unable to reach the preferred Interpreter(s) within, two (2) business days the Contractor will contact the Purchaser to inform and offer the option of requesting and contacting a different Interpreter(s). If the Purchaser is not in agreement, they may choose to terminate the Request.
5. If the request is Apple Health, the Contractor will request prior authorization within the Provider One system at least forty-eight (48) hours after acknowledging the request.

9. SCHEDULING INTERPRETERS

a. The Purchaser shall follow Contractors recommendation regarding the appropriate number of Interpreters needed for a specific Appointment. If Purchaser disagrees, Purchaser should contact ODHH for second opinion.

b. Circumstances requiring two (2) or more Interpreters, regardless of the length of the Appointment, may include, but are not limited to, the following:

   i. Type of Request;
   ii. Appointment involving a Consumer who is DeafBlind and requires the use of Pro Tactile or close vision sign language;
   iii. Appointment involving Consumer who requires additional language support that can be provided by a Deaf Interpreter (especially in Appointments which may involve determinative action) may include, but are not limited to:
      1. Psychiatric evaluation;
      2. Psychological, neuropsychological or forensic evaluation;
      3. Assessment for independent living;
      4. Administrative hearings;
      5. Trainings
   iv. Appointment of any length involving two (2) or more Consumers who might need to split up to join different trainings, group discussions, etc.

c. If a scheduled Interpreter is unable to make a confirmed Appointment, it is the responsibility of the Contractor to make arrangements for another Interpreter (with similar experience and language skills), and to notify the Purchaser of the change.

d. Contractor must be able to provide a Deaf Interpreter.

e. Contractor and Purchaser may consult with ODHH to make the best determination regarding whether or not a Deaf Interpreter is needed for an Appointment.

10. INTERPRETER SELECTION

a. The Contractor shall make every effort to fill a Request with an Interpreter who is suitable for the job based on the following factors:

   i. Language and communication style of the Consumer(s);
   ii. Interpreter(s) meets facility specific requirements;
   iii. Interpreter(s) meets all Appointment specific requirements;
   iv. Preferred Interpreter indicated by the Consumer(s) and/or Purchaser;

v. Additional known issues presented by the Consumer(s), if any, that might affect communication, including but not limited to: physical, visual, developmental, or mental health condition;
    1. A Deaf Interpreter should be used in situations that determine the next course of action for a Customer, including but not limited to the following types of Aappointments: psychiatric evaluation; psychological, neuropsychological or forensic evaluation; assessment for independent living; administrative hearings; and/or trainings.
    2. If the Contractor assesses that they can provide the most effective communication by teaming with a Deaf Interpreter, the Contractor shall advise the Purchaser to contact an Interpreter Referral Agency to request the Deaf Interpreter. The Purchaser and the Agency shall not dismiss the Contractor.

vi. Nature of the Appointment;

vii. Location of the Appointment (e.g. prison, special commitment center, home visit); and

viii. Interpreter's skills, experience, and credentials.

ix. Potential conflict of interest; prior relationship with or knowledge of any individual(s) involved in the Appointment that might compromise the Interpreter's objectivity or result in significant discomfort for the Consumer(s).

b. In the event that a Purchaser specifically requests a particular Interpreter who is on the Approved Interpreter list and does business with the Contractor, the Contractor shall attempt to schedule that Interpreter first, before attempting to fill the Request with any other Interpreter(s).

i. The Contractor will use the Interpreter(s) preferred by the Consumer and/or Purchaser, unless:
    1. The Contractor does not do business with the preferred Interpreter(s);
    2. The Contractor has reason to believe that scheduling the requested Interpreter(s) would compromise the Consumer's communication access or violate the terms of this Contract; or
    3. There exists potential conflict of interest, e.g., prior relationship with or knowledge of an individual(s) involved in the Appointment that might compromise the Interpreter's objectivity or result in significant discomfort for the Consumer(s).

ii. If the requested Interpreter is unavailable, the Contractor shall disclose that fact and obtain consent from the Purchaser to proceed before attempting to fill the Request with any other Interpreter(s).

iii. The Contractor shall not schedule an Interpreter who is a family member of the Consumer, Purchaser, or any individual who shall be actively participating in the Appointment beyond the role of Interpreter.

iv. The Contractor shall not schedule an Interpreter who is known to have a business relationship with the Consumer, Purchaser or any person who will be participating in the Appointment.

v. The Contractor shall not schedule an Interpreter who is known to have a financial interest in the outcome of the Appointment.

vi. If any of the above circumstances apply, the Contractor shall so advise the Purchaser.

11. Interpreter replacement / Substitution

a. The Purchaser reserves the right to reject any or all of the Interpreters selected by the Contractor as unacceptable within twenty-four (24) hours of receiving confirmation that the Request was filled during normal State business hours.

b. In an event where an Interpreter is replaced due to circumstances beyond the Contractors control, the Contractor must receive approval from the Purchaser on the Interpreter's replacement. The Contractor must not replace an approved Interpreter without receiving prior approval from the Purchaser.

c. If the Contractor receives a Request to use an Interpreter who is not on the ODHH List of Interpreters, or to use an Interpreter who the Contractor believes is a poor match for the Request, or to otherwise fill a Request in a manner that would not be in compliance with this Contract, the Contractor shall attempt to resolve the matter with the Purchaser and/or Consumer.

d. If the Contractor and the Purchaser and/or Consumer are unable to come to a mutually agreed solution, the Contractor shall decline to fill the Request and refer Purchaser and/or Consumer to ODHH for clarification of the terms of this Contract.

e. One the Interpreter is selected and their availability is confirmed, the Interpreter is expected to keep the assignment and the Contractor is not allowed to substitute another Interpreter.

12. Providing Service at Appointments:

Contractors shall make sure Interpreters adhere to the following regarding Appointments:

a. Interpreter(s) shall arrive on time to scheduled Appointments. This is includes allowing ample time for parking and commute into the Appointment location.

b. If Interpreter(s) is/are more than fifteen(15) minutes late, fifteen(15) minutes of billable time will be deducted from the Base Rate. This does not apply to situations in which the Contractor had already negotiated the expected start time.

c. If it appears that the Appointment will not be completed before the scheduled end time, the Interpreter(s) shall communicate with the Purchaser, allowing ample notice to wrap up. Interpreter(s) shall not walk out of any Appointments before completion.

d. Interpreter(s) shall document additional time worked on the Online Service Verification form which is provided on the emailed request description. Contractors shall receive a copy of the service verification within two (2) business days of the assigned Interpreter completing the Appointment or receiving a cancelled but billable notice.

13. Conduct Expectations

a. Interpreter Conduct & Expectations

i. The Contractor must ensure that the Interpreters assigned under this Contract are familiar with and adhere to RID's Code of Professional Conduct.

ii. In the event that the Contractor becomes aware of their Interpreter acted (or allegedly acted) in violation of RID's Code of Professional Conduct, the Contractor must:

1. Immediately notify the party or parties affected by the violation (or alleged violation) of their right to initiate a complaint with RID or BEI,

as well as their right to exclude the Interpreter from future Appointments;

2. Immediately notify ODHH of the (alleged) violation including the date it occurred and the date the Contractor became aware of the violation.
3. Follow the Contractors internal protocol for investigating and reporting an alleged violation. This investigation and report is completed no more than thirty (30) days after discovery of the alleged violation.

iii. As soon as the investigation and report are complete, share the results with ODHH. Should the Contractors Interpreter be found in violation of RID's Code of Professional Conduct, the Interpreter may be prohibited from providing services under this Contract and may be removed from the ODHH list of approved Interpreters.

b. CONTRACTOR CONDUCT & EXPECTATIONS

i. The Contractor must ensure that the Interpreters assigned under this Contract are appropriately matched to the Appointment type.

ii. If the Contractor becomes aware that the Interpreter was not a good match for an Appointment (or multiple Appointments) the Contractor shall not assign that Interpreter to future Appointments with that specific Consumer.

iii. Contractors may be required to agree to additional privacy protections to provide services for some agencies. For example, successful Contractors that wish to provide services for agencies that are covered entities under HIPAA may be required to execute business associate agreements.

14. INVOICE AND BILLING REQUIREMENTS

a. The Contractor shall submit an invoice to the Purchaser's billing address or a designated email address for each Appointment.

b. The Contractor shall enter claims for HCA Medicaid requests into the ProviderOne system. HCA will not accept emailed invoices.

c. Each invoice or claim shall be submitted for payment no later than ninety (90) days from date the service was provided.

d. All billing documents must be accurate, legible, and complete.

e. Contractor must submit their invoices in accordance to the stipulations outlined in the **PAYMENT PROCESSING** section below. Invoices must include:

i. Contract Number;

ii. Interpreter's name;

iii. Interpreter's Hourly rate;

iv. Contractors unique Invoice Number;

v. Contractors Statewide Vendor Number;

vi. The organizational/requesting entity's name;

vii. Date and time slot required for the Appointment. The time should be either the scheduled start time of the Appointment or the time the Sign Language Interpreter shows up after the scheduled start time, whichever is later, through either the scheduled or actual end time, whichever is later.

f. Contractor must submit their HCA Medicaid claims into the ProviderOne system in accordance with the ProviderOne Billing and Resource Guide. Claims must be properly completed to be accepted by ProviderOne. All fields marked with an asterisks are required. Additional required documentation:

i. Prior Authorization number
ii. Proof and documentation of travel, toll, and mileage expenses

g. Contractors requiring access to the ProviderOne Billing system must follow the guidelines set forth on the provider enrollment resource page, of the Health Care Authority's website.
h. For each and every Appointment billed on an invoice, all reimbursable services and fees must be submitted with the required documentation as listed above.
i. If the Purchaser cancels an Appointment, the Contractor must cancel the request in the ProviderOne system, and instruct the Purchaser to cancel the Interpreter Services Request, or an ODHH staff member to cancel the request for them.

15. Payment Processing

a. Payment Time Frame (NET 30 Days)

The Purchaser's entity will make payment for satisfactory authorized services provided under this Contract within thirty (30) days of receipt of a complete and accurate invoice.

b. Payment Adjustments

Incomplete and/or inaccurate invoices will be returned to the Contractor for correction. The payment within thirty (30) days requirement will not be in effect until the Purchaser's entity receives a corrected invoice. All adjustments to billed Sign Language Interpreter service amounts must be completed within ninety (90) calendar days of the original date of billing by the Contractor, or as extended by the Purchaser. Overpayment or inappropriate payment related to Medicaid must comply with and are subject to CFR 42 Part 455 and WAC 182-502a-0701.

c. Disallowed Payments

The Purchaser's entity shall not pay for services rendered under the following circumstances:

i. The Interpreter is an Employee of the Purchaser's entity; or
ii. The Interpreter is a Family Member of the Consumer.
iii. The HCA Medicaid request has no HCA reference number that was received prior to the Appointment.
iv. The Interpreter is not qualified or authorized to provide services for the Customer.

ALL HANDS AMD02

Final Audit Report 2021-06-22

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