

**Washington State Health Care Authority  
CONTRACT AMENDMENT**

1A. NAME OF CONTRACTOR Corporate Translation Services, Inc. DBA CTS LanguageLink	2A. CONTRACT NUMBER K619 – Service Area 2
1B. ADDRESS OF CONTRACTOR 911 Main Street, Suite 10	2B. AMENDMENT 1
1C. CITY, STATE, ZIP CODE Vancouver, WA 98660	

3.  THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS  
The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in item 5 below by mutual consent of all parties hereto.

4.  THIS ITEM APPLIES ONLY TO UNILATERAL AMENDMENTS  
The Contract identified herein, including any previous amendments thereto, is hereby unilaterally amended as set forth in item 5 below pursuant to the changes and modifications clause as contained therein.

5. DESCRIPTION OF AMENDMENT:

The following sections of the Contract are replaced as follows:

CONTRACT START DATE  
July 23, 2012

CONTRACT SERVICE START DATE (When contractor is providing service direct to client's, and can begin charging administrative rates): September 10, 2012

2. Purpose. The purpose of this Contract is to provide Spoken and Sign language Interpreter Services to:

- a. Contracted health care providers using different modalities of interpretation (in-person, telephonic and Video Remote Interpreting) to assist Healthcare Providers in ensuring equal access to services for eligible Federally reimbursable (Title XIX and Title XXI) covered Clients who are limited English proficient (LEP) or who are deaf, deaf-blind or hard of hearing. HCA will phase-in the VRI modality for Sign Language under this contract. HCA will start with in-person interpretation for Sign Language services. Once a per minute rate is established for Sign Language VRI interpretation, VRI interpretation will start to be administered under this contract.
- b. DSHS Authorized Requestors at social service appointments for in-person spoken language Interpreter Services.
- c. Other State Agencies.

3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

c. **Customer Service Requirements**

The Contractor must:

- (1) Provide In-person Interpreter Services through direct written Subcontracts with Authorized, Certified, or Recognized Interpreters within the Contractor's Service Area.
- (2) Provide Telephonic and Video Remote Interpretation (VRI) modalities of interpretation either through employees, direct contracts, or Subcontracts.
- (3) Process, schedule, assign, and manage Requests utilizing web-based/online technology (see e.g., Request Processing) Monday through Friday, 8:00 a.m. to 5:00 p. m., Pacific Time.
- (4) Accommodate Requests from Requestors that do not have access to web-based technologies via, telephone or facsimile transmission technologies during Business Days and Hours, Monday through Friday, 8:00 a.m. to 5:00 p. m., Pacific Time.
- (5) Provide Authorized, Certified or Recognized Interpreters utilizing the following modalities of interpretation: Telephonic, Video Remote Interpretation (VRI), and in-person.
- (6) Provide a toll-free number for Requesting Interpreter Services. A local telephone number may also be provided for those Requestors within the local calling area.
- (7) Provide adequate staff and telephone lines to achieve ninety-five percent (95%) of all incoming calls, including hearing-impaired system calls, to be answered within thirty (30) seconds.
- (8) A phone answering machine or electronic voice mail may be used when offered as an option to the Requestor; however, Requestors shall be given the option of staying in queue to reach a staff person during regular business hours.
- (9) Provide adequate staff to process, schedule, assign, manage and monitor the web-based/online scheduling system.
- (10) Remit amounts due to Interpreters no later than seven business days after receipt of the payment for Interpreter Services from HCA or DSHS.
- (11) Utilize and complete the Appointment Record Form either electronically or in paper for all appointments and Encounters.
- (12) Ensure the Appointment Record Form is completed by both the Requestor and Interpreter for in-person appointments.
  - (a) Authorized Requestors must document the appointment start and end times. This may be completed by electronic or paper means.
  - (b) The Appointment Record Form will be made available on the HCA website to Requestors and Interpreters.
- (13) Upon receipt of a Request from a Requestor, or from HCA staff, schedule Interpreter Services in conjunction with a Client's health care appointment.
- (14) Have the capability to receive client eligibility information provided by HCA.
- (15) Have personnel policies that conform to all federal, Washington State, and local statues and ordinances.

- (16) Update all written materials within fifteen (15) business days after receiving an Interpreter Services (IS) program or policy change from HCA.
- (17) Maintain a list of current Contractor employees assigned to the performance of this Contract, including employees' names, titles, supervisory relationships, and in organizational chart format; provide the list immediately to HCA staff upon Request.
- (18) Establish and maintain an ombudsperson position; or a trained staff person whose responsibility is resolving Complaints, including adherence to CBA:  
[http://interpretersunited.wfse.org/Docs/LAP\\_2011-13\\_20120322.pdf](http://interpretersunited.wfse.org/Docs/LAP_2011-13_20120322.pdf).
- (19) 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>.
- (20) Notify HCA of any emergency/disaster related Customer Service Center closures within twenty-four (24) hours of closure.
- (21) The Contractor may:
  - (a) Close the Customer Service Center in observance of Washington State's observed legal holidays as defined by RCW 1.16.050.

d. Information Requirements

The Contractor must:

- (1) Provide and maintain an internet website for Requestors to access information pertaining to Interpreter Services. At a minimum, the website shall contain the following information:
  - (a) A link to the On-Line Scheduling System.
  - (b) Information related to the Interpreter Services program.
  - (c) A link to the HCA Interpreter Services webpage.
  - (d) A link to the National Standards on Culturally and Linguistically Appropriate Services (CLAS).
  - (e) A link to the DSHS Language Interpreter and Translator Code of Professional Conduct.
  - (f) A link to the current Collective Bargaining Agreement (CBA).
  - (g) Contractor customer service telephone numbers and addresses.
  - (h) The Contractor Complaint policy and process.
  - (i) Frequently asked questions and responses; provider manuals and brochures.
  - (j) Instructions on how to obtain Interpreter Services program information in non-English languages.
  - (k) HCA reserves the right to Request modifications to the Contractor's website.
- (2) Notify the HCA Program Manager of any substantial changes to website content or processes via email. HCA reserves the right to Request to review these documents five (5) business days before posting.

- (3) Provide a document with information of the Union's exclusive recognition and the Union security provision to Interpreters within fifteen (15) days of the Interpreter entering the bargaining unit. A copy of the Collective Bargaining Agreement will be provided to the Interpreter at the same time. The Union will provide the information document and copies of the contract for distribution to Interpreters (see section 11.3 of CBA).

g. Request Processing

The Contractor must:

- (1) Provide a secure web-based/online portal for Requesting and cancelling Interpreter Services by the Requestor, and accepting, and returning appointments by the Interpreter. The secure web-based/online scheduling portal must:
  - (a) Provide Requestors the capability to input, edit, and cancel appointments.
  - (b) Provide Requestors the capability to select the modality of interpretation to be utilized for each appointment.
  - (c) Provide Requestors the capability to select their administration origin:
    - i. HCA;
    - ii. DSHS; or,
    - iii. Medical Provider.
  - (d) Provide Requestors the capability to Request a specific Interpreter for an appointment.
  - (e) Provide Requestors the capability to obtain and confirm appointment information that includes at a minimum:
    - i. If the appointment can be met as Requested;
    - ii. If the appointment cannot be met as Requested;
    - iii. If the Request requires additional time for the Contractor to attempt to fill, and;
    - iv. The estimated cost for each Interpreter appointment by mode of interpretation: in-person, telephonic, or VRI.
  - (f) Provide the Interpreter the capability to accept appointments.
  - (g) Provide the Interpreter the capability to return previously accepted appointments;
    - i. Require written explanation from Interpreters for returned appointments.
    - ii. Document the frequency of returned appointments by individual Interpreters.

i. HCA Pre-Appointment Review and Verification

The Contractor must:

- (1) Verify at the time of the Request and double check at least two (2) business days prior to an appointment, the Clients eligibility by one (1) of the following methods:
  - (a) Medical Eligibility Verification utilizing ProviderOne;

- (b) Documentation from a authorized HCA representative; or
  - (c) Verify eligibility from the downloaded Eligibility Data files supplied by HCA (if applicable).
- (2) Verify at least two (2) business days prior to an appointment that the appointment is still scheduled as Requested.
  - (3) Verify the Requestor is an enrolled Medicaid participating provider, or will be accepted by HCA as an enrolled Medicaid participating provider and they have applied for HCA's Core Provider Agreement; and
  - (4) Require Requestors to confirm and verify the health care services to be provided during the appointment are covered by HCA.
- j. HCA Assigning and Communicating Interpreting Modality

The Contractor must:

- (1) Assign the modality of Interpretation selected by the Requestor.
  - (a) If a state Authorized, Certified, or Recognized Interpreter is not available for in-person, Telephonic or VRI interpretation, the Contractor may use an Interpreter to fill the appointment with other Interpreter certifications, including utilizing out of state Interpreters, or CTS employed interpreters.
  - (b) The Contractor must document attempts to fill appointments with state Authorized, Certified, or Recognized Interpreters.
- (2) Assign the closest available Interpreter in proximity to the Requestor's geographic location for In-person appointments.
- (3) Give primary consideration to the Requests of individuals with disabilities when assigning an Interpreter modality, as described at Title 28, Judicial Administration CFR Parts 35.160-35.164 and as amended. The CFR can be accessed at: <http://www.gpoaccess.gov/cfr/index.html>.

## 6. Consideration

- a. Maximum Contract Amount. HCA shall pay the Contractor for satisfactory performance of the work under this Contract as based on the following:
  - (1) Service Area 2: Total consideration payable to the Contractor for satisfactory performance of the work under this Contract shall not exceed a maximum of Seven million five hundred seventy five thousand (\$7,575,000.00), including direct Service Cost payment to Interpreters, and any and all expenses for Contractor Administration Costs.
- b. The parties, by Amendment, may extend the period of performance of this Contract and negotiate considerations to be in effect during any additional extension.
- c. Allocations described in this Section shall apply during the period September 10, 2012 through June 30, 2013. The rates for the remainder of the initial term of the contract, subject to the CBA, will be addressed via a future amendment.
  - (1) Rates:
    - (a) HCA: The direct Interpreter Service Rate is thirty-one dollars and fifty cents (\$31.50) per hour for spoken language in-person services, as determined by the CBA. The direct Interpreter Services Rate of thirty-one dollars and fifty cents (\$31.50) per hour applies to all in-person services provided by all spoken language interpreters (union members, nonunion members, CTS employees, or CTS out of state contracted interpreters).

- (b) DSHS: The direct Interpreter Service Rate is thirty-one dollars (\$31.00) per hour for spoken language In-person services, as determined by the CBA. The direct Interpreter Services Rate of thirty-one dollars (\$31.00) per hour applies to all in-person services provided by all spoken language interpreters (union members, nonunion members, CTS employees, or CTS out of state contracted interpreters).
- (c) The direct Interpreter Service Rate for Spoken Language Interpreters utilizing Telephonic and VRI modalities is fifty-four cents (\$0.54) per minute.
- i. An Interpreter will be paid a minimum of three (3) minutes when they provide services via telephonic or VRI. When an Interpreter provides telephonic or VRI services longer than three (3) minutes, the Interpreter must be paid in one (1) minute increments with any fraction of an increment rounded up to the nearest one (1) minute increment.
- (d) The administrative rate to be paid to the Contractor for the initial three year term will be fifteen percent (15%), not to exceed a total of \$1,136,250.00. The amount that will be paid per month for the term of the contract is \$31,562.50. The administrative rate for the month of September 2012 will be a prorated amount of \$21,041.67 for work performed September 10, 2012 – September 30, 2012. A proportionate share will be paid by HCA and DSHS based on usage and these percentages will be billed direct to HCA and DSHS by the Contractor.
- (e) Rates for HCA Sign Language Interpreter Services apply as follows (per DSHS/ODHH Sign Language Interpreter Services Contract):

National Association of the Deaf (NAD)	Registry of Interpreter for the Deaf (RID)	National Interpreter Certification (NIC)	Non-Certified	Interpreter Hourly Rate
Level V	SC:L, MCSC	NIC Master Interpreter, NIC Advanced Interpreter	N/A	\$55/hr.
DeafBlind Rate	Deaf Blind Rate	Deaf Blind Rate		\$58/hr.
Level IV	CSC, CI and CT, RSC, CDI, CLIP-R	NIC Certified Interpreter	QDI	\$50/hr.
Deaf Blind Rate	Deaf Blind Rate	Deaf Blind Rate		\$53/hr.
Level III	IC, TC, IC/TC, CI, CT, OIC:C, OTC	N/A	N/A	\$40/hr.
Deaf Blind Rate	Deaf Blind Rate	Deaf Blind Rate		\$43/hr.

- (2) Source(s) of Funds. The above maximum amount payable under this Contract, for the services to be provided is based on the amount(s) of funding from the following sources:
- (a) 50% is allotted under this Contract from federal funds received under the United State Department of Health and Human Services, Centers for Medicare and Medicaid Services, program CFDA # 93.778;
- (b) 50% is allotted under this Contract from Washington General Funds-State appropriations.

(3) Funding Stipulations.

- (a) Information for Federal Funding. The Contractor shall cooperate in supplying any information to HCA that may be needed to determine HCA's or the Client's eligibility for federal funding.
- (b) No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds.
- (c) Supplanting. The Contractor shall use these funds to supplement, not supplant the amount of federal, state, and local funds otherwise expended or services provided under this Contract.
- (d) Prohibition of Use of Funds for Lobbying Activities. The Contractor shall not use funds payable under this Contract for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Contract shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of an state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

**9. In-Person No Show and Cancellations**

- a. The Contractor must bill HCA for Interpreter Service and pay the Interpreter at the rate of two (2) Units per appointment or fifty percent (50%) of the requested time for the appointment, whichever is greater, if the appointment results in a No-Show because either the Requestor or Client did not show up for the appointment. This requirement applies including in cases of error on the part of the Requestor.
- b. The Contractor must bill DSHS for Interpreter Service and pay the Interpreter at the rate of two (2) Units per appointment if the appointment results in a No-Show because either the Requestor or Client did not show up for the appointment. This requirement applies including in cases of error on the part of the Requestor.
- c. The Contractor must bill HCA for Interpreter Service and pay the Interpreter at the rate of two (2) Units per appointment if the appointment was cancelled by either the Requestor or Client with less than twenty-four (24) hours' notice, and
  - (1) The Interpreter arrives for the appointment at the appointment date and time; and
  - (2) The Interpreter has not been reassigned for another appointment at the same time as the Cancelled Appointment.

NOTE: The Contractor may waive the Requestor and Interpreter signature on the Appointment Record Form if the Contractor verifies the Cancelled Appointment (billable).

**14. Performance Incentives and Penalties**

- a. Modality Utilization (Telephonic and VRI).
  - (1) The implementation of performance incentives during the first (1<sup>st</sup>) year of this Contract will consist of establishing the Contractor's baseline standards to be used in subsequent years of the Contract. Monetary incentives shall be applied in 2013.
  - (2) The Telephonic and VRI modality utilization baseline provided by the Contractor will determine if the Contractor is eligible to receive this performance incentive.

- (3) Calculations will be made using the following modality utilization baseline numbers provided by the Contractor after they have been collected for the following quarters:

Baseline Established in 2012	Incentive Calculated in 2012
June 2012 through September 2012	June 2013 through September 2013
October 2012 through January 2013	October 2013 through January 2014
February 2013 through May 2013	February 2014 through May 2014

- (4) As determined by HCA, if the Contractor achieves a quarterly increase in the combined Telephonic and VRI modality utilization comparing year-to-year from the established modality utilization baseline of a minimum of one (1) or more percent, the incentive for the quarter will be a one percent (1%) increase in the agreed monthly administrative payment. The amount of the incentive can rise incrementally by one-tenth (1/10th) of one percent (1%) up to a maximum of a five percent (5%) increase for the monthly billing. Starting in June 2013, HCA will begin to calculate incentives payments which will be made quarterly by the twentieth (20<sup>th</sup>) of the second (2<sup>nd</sup>) month of the following quarter.
- (5) The requirements as stated above in Section 14 (a) (1-4) are only applicable and will be applied if the increase in Telephonic and VRI modality utilization achieves a minimum five percent (5%) savings in Service Costs expenditures comparing year-to-year for the applicable quarter.

b. Overall Fill Rate

- (1) The Contractor is expected to identify and assign an Interpreter and fill Requested appointments for a minimum of ninety percent (90%) of all in-person Spoken Language Requests received with forty eight (48) or more hours' notice, measured on a monthly basis. Requests received by the Contractor with less than forty eight (48) hours' notice are not included in this requirement.
- (2) Upon HCA notifying CTS that all three modalities are available options under this contract HCA will implement the incentives and penalties stated in this section.
- (3) The implementation of monetary performance penalties shall be based on the monthly data provided as required in Section 3. Statement of Work p 2 (a).
- (4) The performance penalty shall be assessed on the monthly date collected each month and deducted on a monthly basis following the month administrative services were billed.

- (5) If the percentage of filled appointments falls below ninety (90%), measured on a monthly basis, the Contractor's agreed monthly administrative payment will be reduced by the commensurate percentage, measured in one-tenth (1/10) of one percent (1%) increments, up to a maximum of a five percent (5%).

Example: Overall Fill Rate

Time Period	Performance	Penalty
Standard	90% of all in-person Requests are filled by an Interpreter.	
July 2012	90% and above filled	No deduction
August 2012	89.7% filled	.3% deduction
September 2012	86% filled	4% deduction
October 2012	85% and below filled	5% deduction

This is a unilateral amendment. Signature of contractor is not required below.

Contractor hereby acknowledges and accepts the terms and conditions of this amendment. Signature is required below.

IN WITNESS WHEREOF, HCA and the contractor have signed this agreement.

CONTRACTOR SIGNATURE <i>Pamela Ballard</i>	DATE 10/10/12
HCA ADMINISTRATOR/DESIGNEE SIGNATURE <i>[Signature]</i>	DATE 10/11/12

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE ASSISTANT ATTORNEY GENERAL HCA-728 (11/93)