ARTICLE 6 ECONOMIC COMPENSATION

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3	6.1	Defi	initions
4 5		Α	In-person appointments are defined as appointments where a Language
6		11.	Access Provider (LAP) is contracted to provide interpreter services face to
7			face for a specific patient or client(s).
8			(-)·
9		В.	Block Appointments are defined as DCYF or DSHS appointments scheduled
10			on-site for a specific time period rather than for a specific patient or client.
11			
12		C.	Telephonic and video appointments are provided via telephonic or video
13			remote technologies outside of Block Appointments.
14			
15		D.	Family Member Appointment is an appointment where the same authorized
16			requestor schedules two (2) or more consecutive and/or concurrent
17			appointments to see multiple family members and allows one interpreter to
18			service all the appointments. Additional family member appointment
19			requirements are set forth in Article 6, Economic Compensation, Section 6.9,
20			HCA Family Member Appointments.
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22	6.2	Rat	e of Pay
23		٨	In Danson Intermeding Convices
24 25		A.	<u>In-Person Interpreting Services</u> LAPs covered by this Agreement who are contracted for in-person and
26			family member appointments for spoken language interpreter services will
27			be paid a minimum of forty-two dollars and thirty-two cents (\$42.32) per
28			hour effective July 1, 2021, and a minimum of forty-twoforty-three dollars
29			and forty-fourforty-eight cents (\$42.4443.48) per hour effective July 1,
30			2022.
31			
32			LAPs will be paid a minimum of thirty-one dollars (\$31.00) per hour for
33			Block Appointments.
34 35		B.	Telephonic and Video Remote Interpreting Services
36		В.	LAPs who provide services outside of facility or Block Appointments,
37			will be paid a minimum of sixty-two cents (\$0.62) per minute when
38			providing services via telephonic technologies, and three dollars (\$3.00)
39			per minute for the first ten (10) minutes and sixty cents (\$0.60) per minute
40			for every minute thereafter when providing services via video remote
41			technologies.
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2 3 4		C.	Social Service Appointment Premium In-person interpreting services for DCYF and DSHS appointments,			
5 6				ding Block Appointments, will be paid an additional hourly premium dollars (\$2.00).		
7			01 011	( <del>-1000)</del>		
8 9	6.3	Appo	intmen	t Times		
10		A.	Minin	nums/Durations		
11			1.	For in-person appointments scheduled for HCA authorized		
12				requestors, with the exception of family member appointments as		
13				set forth in Section 6.9: A LAP will be paid for a minimum of one		
14				(1) hour for each in-person appointment, regardless of the number		
15				of clients with LEP present and served during each appointment.		
16						
17			2.	For in-person appointments scheduled for DCYF or DSHS: A LAP		
18				will be paid for a minimum of ninety (90) minutes for each in-		
19				person appointment, regardless of the number of clients with LEP		
20				present and served during each appointment.		
21			2			
22			3.	For a family member appointment, provisions are set forth in		
23				Section 6.9 of this Article.		
<ul><li>24</li><li>25</li></ul>			4.	Pleate Ameintments will be scheduled for a minimum of two (2)		
26			4.	Block Appointments will be scheduled for a minimum of two (2) hours, and LAPs will be paid for the duration of the scheduled		
27				Block Appointment.		
28				Block Appointment.		
29			5.	In-person, family member, or Block Appointments lasting longer		
30			٥.	than the minimum will be paid in fifteen (15) minute increments		
31				with any fraction of an increment rounded up to the nearest fifteen		
32				(15) minute increment.		
33						
34			6.	A LAP will be paid a minimum of three (3) minutes when they		
35				provide interpreting services via telephonic technologies, and a		
36				minimum of ten (10) minutes when they provide interpreting		
37				services via video remote technologies (VRI). When an LAP		
38				provides telephonic or video remote interpreting services longer		
39				than for the minimum, the LAP will be paid in one (1) minute		
40				increments, with any fraction of a minute rounded up to the nearest		
41				one (1) minute increment.		
42						

There is no requirement for prescheduling with an LAP to provide interpreter services via telephonic technologies or VRI. The State's third parties will use the first available DSHS authorized/certified/recognized LAP, except when an authorized requestor is unable to schedule an appointment at least twenty-four (24) hours before the start of the appointment due to an urgent or unforeseen need, or when the appointment is unfilled twenty-four (24) hours before the start of the appointment. Preference will be given to those located within the states of Washington, Idaho, or Oregon.

### B. Start times

The start time of the appointment will be the scheduled start time or the time the LAP arrives, whichever is later. If the authorized requestor, patient/client, and LAP all agree to begin earlier than the scheduled start time, the LAP will be paid from when they begin providing interpreter services.

## C. Scheduled Breaks for Block Appointments

An authorized requestor may include no more than a one (1) hour unpaid break within a single request for services, and only if the total duration of the appointment, including the unpaid break, is three (3) or more hours. The break duration must be clearly indicated in the requested scheduled time. Comments in a "note" section of an online request for services will not be considered as a scheduled break. Block Appointment breaks/lunch shall be flexible and taken when practicable and in accordance with DCYF's and DSHS' business needs.

#### 6.4 Refusal of Services

If the LAP arrives for the appointment and a patient/client or authorized requestor refuses interpreting services, but is present for the appointment, the LAP shall be paid per Section 6.5, No Shows and Cancellations.

#### 6.5 No-shows and Cancellations

- A. If a client/patient with LEP or an authorized requestor fails to show for inperson interpreting services or cancels six (6) hours or less before the start of the appointment, including in cases of error on the part of the requestor, State, or third parties, the LAP will be paid thirty (30) minutes or seventy-five percent (75%), whichever is greater. The process for rounding to fifteen (15) minute increments set out in this Article will apply.
- B. If the authorized requestor cancels twenty-four (24) hours or less and greater than six (6) hours before the scheduled start of the appointment,

1 2 3 4			including in cases of error on the part of the requestor, State, or third parties, an 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 will apply.
5 6 7 8		C.	The twenty-four (24) hours for determining cancelled appointments shall not include weekends or state recognized holidays.
9 10 11		D.	Cancellation and no-show provisions for HCA family member appointments are set forth in Section 6.9.
12 13 14 15 16		E.	If an LAP accepts a new appointment that overlaps a cancelled or no-show appointment, payment for the cancellation or no-show appointment will be reduced by the replacement work under this Agreement, during the time for which the cancelled or no-show job was scheduled. Under no circumstances shall an LAP be paid twice for the same period of time.
18 19 20			This section does not apply to individual appointments within a series of a family appointment.
21 22 23 24 25		F.	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 cancellation.
26 27 28 29 30 31 32 33		G.	If an appointment ends earlier than the originally scheduled time, 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 thousand dollars (\$100,000) per fiscal year for each year of this Agreement. The payment minimums described in Section 6.3 continue to apply.
34 35 36 37 38 39	6.6	If aske	ded Services ed by an authorized requestor, a LAP may choose, but not be required to eyond the scheduled end time of an appointment. If the LAP chooses to stay request of the authorized requestor, the LAP will be paid in accordance with rticle.
40 41 42 43	6.7	If two the ear	<b>e Booking</b> (2) or more LAPs are scheduled for the same appointment, the LAP with cliest documented appointment confirmation date and time will complete the atment, unless otherwise agreed by the LAPs. When more than one (1) LAP

shows up for an appointment, the Coordinating Entity or foreign language company will pay the LAP who does not fulfill the appointment at the no-show and cancellation rate specified in Subsection 6.5A.

#### 6.8 **Travel Reimbursements**

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All parking, ferry, and toll costs for travel to the scheduled appointment and returning to the LAP's home or place of business for an in-person or family member appointment will be reimbursed upon submission of a receipt at the time the appointment is approved by the LAP for submission to DCYF, DSHS or HCA for payment. Reimbursements claimed will be for the sole purpose of providing services to DCYF, DSHS or HCA clients. Block Appointments are excluded from these reimbursements.

6.9 **HCA Family Member Appointments** 

- A. The definition of a family member appointment is provided in Subsection 6.1D.
- 17 B. Appointments must be two (2) or more family members in a series of 18 ninety (90) minutes; or three (3) or more family members in a series of 19 one hundred and twenty (120) minutes.
- 20 C. The appointment must have its own unique identifier (job number).
- Appointments must be linked within the series, allowing the LAP ability 21 D. 22 to identify linked appointments.
- 23 E. The LAP must accept all family member appointments in the series.
- 24 F. The LAP will be paid from the start time of the first appointment in the 25 series through the actual end time of the last completed appointment in the 26 series, or a minimum of one hour, whichever is greater.
- 27 G. At no time will a LAP be paid twice for the same time period.
- 28 H. If any appointment within the series of family member appointments is a 29 late cancellation or the client with LEP or the authorized requestor fails to 30 show, the LAP will be paid for thirty (30) minutes. The total payment for 31 cancellations within other completed appointments will not exceed the 32 actual requested time.
- 33 I. If a LAP accepts a job more than four (4) hours from the scheduled start 34 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 35 36 cancellation.
- 37 J. If an authorized requestor cancels twenty-four (24) hours or less and greater than six (6) hours before the scheduled start of the appointment, 38

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1 2 3 4 5 6		parties, or the Coor (50%) of the time of The process for row Article will apply.	of error on the part of the requestor, the State, third redinating Entities, a LAP will be paid fifty percent requested or thirty (30) minutes, whichever is greater. Unding to fifteen (15) minute increments set out in this The total payment for cancellations within other ments will not exceed the actual requested time.
7 8 9 10 11 12 13 14 15	K.	scheduled start of to of the requestor, the LAP will be paid so whichever is greated increments set out cancellations within actual requested time	
16 17 18 19	L.		4) hours for determining cancelled appointments shall ads or state recognized holidays.
20	Tentatively Agre	eed To:	
21 22 23	For the State	e:	For the Union:
24 25 26 27	/s/		/s/
26 27	Valerie Info	rzato	Jason Holland
28 29	Date: Octobe	er 1, 2021	Date: 10/1/2021
30			