

The current contract language for the following sections of the 2021-2023 State-WFSE-LAP Collective Bargaining Agreement continue for the 2023-2025 Collective Bargaining Agreement:

Preamble

Article 1 – Union Recognition

Article 2 – Non-Discrimination

Article 7 – Economic Process

Article 9 – Union-Management Committees

Article 11 – Policies and Requests for Information

Article 13 – State Rights

Article 14 – Complete Agreement

Article 15 – Savings Clause

Article 16 – Compliance with Federal Regulations

Tentatively Agreed To:

For the State:

For the Union:

/s/
Valerie Inforzato

/s/
Kurt Spiegel

Date: May 26, 2022

Date: May 31, 2022

ARTICLE 3
UNION RIGHTS

3.1 The State shall remain neutral on the question of union membership and union representation for Language Access Providers (LAPs). All questions addressed to the State concerning membership or representation by the Union will be referred to the Union. The State shall make union neutrality part of its contract terms with Coordinating Entities who deliver services established by this Agreement.

3.2 The State shall not meet, discuss, confer, subsidize or negotiate with any other labor or language access provider organization or its representatives on matters relating to the bargaining unit specified in [RCW 41.56.510](#)(2)(a)(i).

3.3 The State will not, on account of membership or non-membership in the Union, discriminate against, intimidate, restrain or coerce an interpreter on account of the exercise of rights granted by this Agreement or in protected activities on behalf of the Union.

3.4 Privacy

Public records requests concerning LAPs shall be in accordance with the Public Records Act and other legal authority. The State agency receiving the request shall notify the Union of public records requests for the following identifying information of LAPs covered by this Agreement, as defined in [RCW 41.56.030](#)~~(4011)~~ and as provided to the State and/or Coordinating Entities by the LAP: residential/business/mailling address, telephone numbers, email addresses, and dates of birth. The State agency will redact LAPs' Social Security numbers on any document subject to a public records request. The notice to the Union shall be provided within seven (7) business days of the request to the State agency. This notification provision shall not be grievable. This section does not apply to information requests from governmental entities (city, county, state, federal, school districts, legislative, judicial, executive, etc.).

1 Tentatively Agreed To:
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3 For the State:
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For the Union:
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6
7 _____/s/_____
8 Valerie Inforzato
9

_____/s/_____
Kurt Spiegel
10

11 Date: May 26, 2022
12

Date: May 31, 2022

ARTICLE 4
PROFESSIONAL DEVELOPMENT AND TRAINING

4.1 The purpose of professional development and training requirements for Language Access Providers (LAPs) is to maintain the skill levels possessed at the time of passing the interpreter certification examination, and to further enhance skills and knowledge. Both the State and the Union encourage LAPs to complete training and continuing education activities.

4.2 The State or its Coordinating Entities will:

A. Post a reference link to the National Standards on Culturally and Linguistically Appropriate Services (CLAS) on the Coordinating Entities' websites.

B. Post a reference link to the DSHS Language Interpreter and Translator Code of Professional Conduct on the Coordinating Entities' websites.

C. Post a reference link to the Union (Local 1671) website on the DSHS Language Testing and Certification (LTC) website.

D. Annually distribute an electronic copy of the "DSHS Language Interpreter and Translator Code of Professional Conduct" to Medicaid medical providers.

E. On a quarterly basis, make available to all authorized requestors an electronic tutorial guide on completion of work order forms.

4.3 Annual Communication to Authorized Requestors

A. Communication to Medicaid Medical Providers

After approval by the Union and the State, the State or its Coordinating Entities will annually distribute to Medicaid medical providers a one (1) page informational document relating to:

1. How the CBA applies to medical providers;
2. A reference to National Standards on CLAS;
3. A reference to the DSHS Language Interpreter and Translator Code of Professional Conduct;
4. A reference to Title VI of the Civil Rights Act of 1964;
5. A reference to the interpreting modalities (IPI, OPI, or VRI interpreting options available, as defined in Section 6.1 of this CBA, for Medicaid enrollee appointments) available to authorized requestors; and ~~suggestions to assist them in recognizing the circumstances when it is appropriate to use remote interpreting information about the interpreting modalities~~; and
6. Suggestions on how to work with ~~interpreters~~LAPs.

B. Communication to Applicable DCYF and DSHS Employees/Authorized Requestors

After approval by the Union and the State, the State will annually make available to applicable DCYF and DSHS employees a one (1) page informational document relating to:

1. How the CBA applies to services covered by this Agreement;
2. A reference to National Standards on CLAS;
3. A reference to the DSHS Language Interpreter and Translator Code of Professional Conduct;
4. A reference to Title VI of the Civil Rights Act of 1964;
5. Suggestions on how to work with ~~interpreters~~LAPs; and

6. A reminder for DCYF and DSHS employees to schedule appointments through the Coordinating Entity([ies](#)).

4.4 Interpreter Advisory Group

- A. The parties to this Agreement agree to maintain a volunteer Interpreter Advisory Group to provide input to the State on the State's duties per WAC [Chapter 388-03](#), Rules and Regulations for the Certification of DSHS Spoken Language Interpreters.

B. Composition of the Interpreter Advisory Group

The DSHS Secretary or designee will make all appointments to the parties' eighteen (18) member Advisory Group to include:

1. One (1) designated representative each from the Department of Children, Youth, and Families (DCYF), the Department of Enterprise Services (DES), the Department of Social and Health Services (DSHS), the Health Care Authority (HCA), and another agency;
2. One (1) LAP at large;
3. One (1) physician licensed by the State under RCW Chapter [18.57](#), [18.29](#), or [18.71](#);
4. One (1) hospital language access administrator;
5. Two (2) representatives from immigrant or refugee advocacy organizations;
6. One (1) member from the public;
7. One (1) trainer from a higher education institution;

8. Four (4) representatives from the Union, of which at least two (2) will be LAPs working under this Agreement; and

9. Two (2) representatives from the DSHS Language Testing and Certification program (LTC).

C. ~~The~~ An Advisory Group meeting shall ~~meet~~ be scheduled a minimum of ~~three~~ one (31) times per ~~year~~ every four (4) months, ~~or more often as needed~~ or as requested by DSHS as otherwise agreed by the Union and the LTC Chair via email. Meetings for the year will be scheduled by June 30 of each fiscal year. The recommended months for the three (3) meetings each fiscal year are January, May, and September. The recommended duration for each meeting is sixty (60) minutes. The Union and the LTC Chair or designee may agree to other months for the three (3) meetings or durations. The parties may agree to conclude the meeting earlier or later than the scheduled end time.

D. The meetings will be facilitated by LTC.

E. LTC will send an email to the Union and the Agencies requesting topics for the meeting agenda twenty (20) calendar days prior to the scheduled meeting. The LTC email and any reply or other emails about the meeting will use the subject line "State-WFSE-LAP Interpreter Group Advisory Meeting Agenda" with an email copy to the Agencies/Union and dshsct@dshs.wa.gov. The Union and the Agencies will provide its requested topics for the meeting agenda by reply email to LTC (as provided in the preceding sentence) at least ten (10) calendar days prior to the scheduled meeting. If there are no topics provided by the Union and the Agencies by the ten (10) calendar days, the meeting may be canceled. The agenda would only include subjects that are specific to LTC.

~~DE~~. At least one member of every subcommittee of the Interpreter Advisory Group shall be a Union representative.

4.5 Orientation for DSHS Language Testing and Certification Applicants

DSHS LTC will post the testing date, site, and times on the LTC website.

A. Written testing administered in a DSHS building

The State will make reasonable efforts to provide the Union access to a meeting space thirty (30) minutes after the start of written testing to provide information. If a meeting space is not available, the Union will be granted access to the testing room thirty (30) minutes prior to the start of registration to provide the above information to testing applicants.

B. Written testing not administered in a DSHS building

The Union will be responsible for scheduling and costs associated with a meeting space to provide information to testing applicants. When the LTC program notifies testing applicants of their written testing location, they will also notify the applicants of the Union's meeting space location and times.

C. Brochure and Membership Card for Testing Applicants

The Union may provide a one (1) page brochure outlining information about the Union and this Agreement for distribution to testing applicants. Pursuant to [Article 12](#), Dues and Other Voluntary Deductions and Status Reports, the Union may provide a Union dues authorization card for distribution with the one (1) page brochure.

4.6 Interpreter Professional Development Offered by the Union

A link to trainings offered by the Union, including orientation to this Agreement, will be posted on the DSHS LTC website. Upon request, LTC will review the content of scheduled trainings and presentations offered by the Union to determine whether and to what extent these may be counted toward the continuing education requirements for maintaining LTC certification/authorization.

4.7 Interpreter Specialization and Endorsements

The Interpreter Advisory Group will discuss the concept of an endorsements system for LAPs achieving significant additional training in a given specialty area. Areas of expertise considered for such endorsements might include, but would not be limited to, services requested by oncologists, cardiologists, mental health providers, family counseling meetings, drugs and alcohol rehabilitation meetings, and domestic violence related meetings. The Interpreter Advisory Group will review certification programs outside of the LTC program that may be used to create an endorsements system.

Tentatively Agreed To:

For the State:

For the Union:

/s/
Valerie Inforzato

/s/
Jason Holland

Date: 08/22/2022

Date: 08/23/2022



ARTICLE 5
DOCUMENTATION

5.1 Required Documentation

A. The authorized requestor, the Language Access Provider (LAP) and the language agency or Coordinating Entity shall be required to complete the appointment work order form and that shall be the only basis for payment by the State and/or third parties, unless otherwise required by Medicaid regulations.

B. DCYF and DSHS may also require the completion of daily logs by the LAPs for block appointments that list:

1. DCYF or DSHS worker;
2. Name of each client;
3. Type of service;
4. Start and end time for each client;
5. Start and end time of the block appointment; and
6. Modality (in-person, video remote, or over the phone interpreting or translation etc.).

C. All work order forms will be in electronic format, with the exception of appointments in the home or community, or when the electronic format is not available.

5.2 The appointment work order will indicate the authorized requestor's scheduled start and end times of the appointment. The State or its third parties must require authorized requestors and LAPs to sign or electronically submit the appointment work order form indicating:

- 1 A. The LAP's start time per [Article 6.3](#), Appointment Times; and
- 2 B. The LAP's actual service end time.
- 3 **5.3** LAPs will have electronic capabilities to view a scheduled appointment, to include:
- 4 A. Date of service;
- 5 B. Scheduled start and end times;
- 6 C. Total time of appointment;
- 7 D. Actual start and end times;
- 8 E. Total payable (or billable) service amount;
- 9 F. Authorized reimbursable expense(s), if any;
- 10 G. Name of provider/clinic, including department, suite number, and/or other
11 specific identifying information;
- 12 H. Street address of the appointment's location;
- 13 I. Indication of appointment type and agency (i.e. medical or social services
14 and DCYF, DSHS, or HCA); and
- 15 J. Modality of appointment (i.e. in-person, video remote, or over the phone
16 interpreting).
- 17 **5.4** LAPs will receive a text message and/or an email notification for appointment
18 cancellations made twenty-four (24) hours or less before the originally scheduled
19 appointment time. The LAPs may choose their preferred form(s) of notification.
- 20 **5.5** In order for the LAP to fully prepare for the appointment, work order forms will
21 include space for the authorized requestor to identify the facility, department, or
22 field of services, if known, and other pertinent information. Information supplied
23 in this field will be limited by federal and state law regarding confidentiality of

1 information. The work order form for home visits will include a field contact phone
2 number, for the State employee who will be present, if available, that may be used
3 for the purpose of this appointment only.

4 **5.6 Work Orders with Incomplete Times**

5 When an authorized requestor has not entered a start or end time for a job within
6 two (2) business days after the date of service, the Coordinating Entity shall
7 electronically notify the requestor and the LAP, and the LAP will submit their start
8 and end time for verification.

9 If an authorized requestor does not respond to the Coordinating Entity's notification
10 of an incomplete work order within fourteen (14) calendar days of the appointment,
11 then the LAP's submitted start and end time will be the basis for payment by the
12 State and/or third parties. The LAP will be asked to confirm the appointment start
13 and end times.

14 LAPs must review and approve jobs within one-hundred-eighty (180) days from
15 the service date. Failure to do so will result in non-payment. The Coordinating
16 Entity will notify the LAP electronically when jobs have not been approved within
17 one-hundred-fifty (150) days from the service date.

18 **5.7 Disputed Times on Work Order**

19 If an authorized requestor does not respond to the Coordinating Entity's notification
20 of a disputed work order within fourteen (14) calendar days of the appointment,
21 then the LAP's submitted start and end times will be the basis for payment by the
22 State and/or third parties. The LAP will be asked to confirm the appointment start
23 and end times.

24 **5.8** The electronic work order form completed by the authorized requestor will be the
25 basis for payment. However, when completing an electronic work order form, the
26 authorized requestor has the discretion to also complete a paper format of the work
27 order form if requested by the LAP. If there is dispute over the start or end times,

1 the Coordinating Entity shall consider the paper format of the work order form.
2 Decisions to not request the signing of a written form will not be a basis for
3 judgment against a LAP who grieves any part of this Agreement.

4 **5.9 Background Checks**

5 Before providing interpreter services under this Agreement and annually thereafter,
6 the LAP will submit to a criminal history background check conducted by the
7 Coordinating Entity~~yies~~ or provide a copy of a recent background check per WAC
8 388-03-162 to the Coordinating Entities. The LAP ~~shall~~will not pay more than the
9 actual costs to conduct the background check. The Coordinating Entity~~yies~~ will
10 provide an electronic ~~copy of the background check~~notification of expiration to the
11 LAP ~~no more than~~at least seven (7) business days prior to the expiration of the
12 background check.

13 Tentatively Agreed To:

14 For the State:

15 For the Union:

16 _____
17 /s/
18 Valerie Inforzato

19 _____
20 /s/
21 Kurt Spiegel

22 Date: June 10, 2022

23 Date: June 15, 2022
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25

ARTICLE 6 ECONOMIC COMPENSATION

6.1 Definitions

- A. In-person interpreting (IPI) appointments are defined as appointments where a Language Access Provider (LAP) ~~is contracted to provide~~s interpreter services face to face for a specific patient(s) or client(s). This excludes Block Appointments, as defined in the next Subsection B.
- B. Block Appointments are defined as in-person DCYF or DSHS appointments scheduled on-site for a specific time period rather than for a specific patient(s) or client(s).
- C. ~~Telephonic and video appointments are provided via telephonic or video remote technologies outside of Block Appointments. Over-the-phone interpreting (OPI) appointments are defined as appointments where a LAP provides interpreter services via a call system for a specific patient(s) or client(s) and excludes Block Appointments.~~
- D. Video remote interpreting (VRI) appointments are defined as appointments where a LAP provides services via visual/video technology for a specific patient(s) or client(s) and excludes Block Appointments.
- E. A HCA Medicaid Enrollee Family Member Appointment (FMA) definition and provisions are set forth in 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 interpreter to service all the appointments. Additional family member appointment requirements are set forth in Article 6, Economic Compensation, Section 6.9, HCA Medicaid Enrollee Family Member Appointments.

6.2 Base Rates of Pay

- A. In-Person Interpreting IPI and FMA Services Appointments

LAPs covered by this Agreement who are contracted for ~~in-person~~IPI ~~and/or~~
~~family member~~FMA appointments for spoken language interpreter services
will be paid a minimum of forty-~~two~~six dollars and ~~thirty-two~~nine cents
(\$~~42.32~~46.09) per hour effective July 1, ~~2021~~2023, and a minimum of forty-
~~three~~seven dollars and forty-~~eight~~seven cents (\$~~43.48~~47.47) per hour
effective July 1, ~~2022~~2024.

These IPI rates include:

- A 2023-2025 biennium compensation increase;
- The mileage that was incorporated into the IPI base rate as part of
the 2015-2017 Collective Bargaining Agreement; and
- A contribution towards LAPs' health and welfare expenses, in
recognition of LAPs having a variety of health and welfare plans
and expenses and RCW 41.56.510 (2) (c).

B. For Block Appointments (which are only in-person), LAPs will be paid a
minimum of thirty-~~one~~two dollars and eighty-six (\$~~31.00~~32.86) per hour
~~for Block Appointments~~effective July 1, 2023, and a minimum of thirty-
three dollars and eighty-five cents (\$33.85) per hour effective July 1, 2024.

BC. Telephonic and Video Remote Interpreting Services

LAPs who provide services outside of facility or Block Appointments;

1. For OPI services: will be paid a minimum of sixty-~~two~~six cents
(\$~~0.62~~66) per minute effective July 1, 2023 and sixty-eight cents (\$0.68)
per minute effective July 1, 2024~~when providing services via telephonic~~
~~technologies;~~ and
2. For VRI services: will be paid a minimum of ~~and~~three dollars and
eighteen cents (\$3.0018) per minute effective July 1, 2023 and three
dollars and twenty-eight cents (\$3.28) per minute effective July 1, 2024

for the first ten (10) minutes and sixty-~~four~~ cents (\$0.~~60~~~~64~~) per minute
effective July 1, 2023 and sixty-six cents (\$0.66) per minute effective
July 1, 2024 for every minute thereafter ~~when providing services via~~
~~video remote technologies.~~

These OPI and VRI rates include:

- A 2023-2025 biennium compensation increase; and
- A contribution towards LAPs' health and welfare expenses, in
recognition of LAPs having a variety of health and welfare plans
and expenses and RCW 41.56.510 (2) (c).

~~ED.~~ Social Service Appointment Premium

In-person interpreting services for DCYF and DSHS appointments,
excluding Block Appointments, will be paid an additional hourly premium
of two dollars (\$2.00).

6.3 Appointment Times

A. Minimums/Durations

1. For ~~in-person~~IPI appointments scheduled for HCA authorized requestors, with the exception of ~~family—member appointments~~FMAs as set forth in Section 6.9: A LAP will be paid for a minimum of one (1) hour for each completed in-person appointment regardless of the number of clients with LEP present and served during each appointment.
2. For ~~in-person~~IPI appointments scheduled for DCYF or DSHS: A LAP will be paid for a minimum of ninety (90) minutes for each ~~in-person~~IPI appointment, regardless of the number of clients with LEP present and served during each appointment.

3. For a family member appointment, provisions are set forth in Section 6.9 of this Article.

4. Block Appointments will be scheduled for a minimum of two (2) hours, and LAPs will be paid for the duration of the scheduled Block Appointment.

5. ~~In-person~~IPI, ~~family member~~FMA, or Block Appointments lasting longer than the minimum will be paid in fifteen (15) minute increments with any fraction of an increment rounded up to the nearest fifteen (15) minute increment.

6. A LAP will be paid a minimum of three (3) minutes when they provide interpreting services via telephonic technologies, and a minimum of ten (10) minutes when they provide interpreting services via video remote technologies (VRI). When an LAP provides telephonic or video remote interpreting services longer than for the minimum, the LAP will be paid in one (1) minute increments, with any fraction of a minute rounded up to the nearest one (1) minute increment.

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 in-person 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, including

1 in cases of error on the part of the requestor, State, or third parties, an LAP
2 will be paid fifty percent (50%) of the time requested or thirty (30) minutes,
3 whichever is greater. The process for rounding to fifteen (15) minute
4 increments set out in this Article will apply.

5 C. The twenty-four (24) hours for determining cancelled appointments shall
6 not include weekends or state recognized holidays.

7 D. Cancellation and no-show provisions for HCA family member
8 appointments are set forth in Section 6.9.

9 E. If an LAP accepts a new appointment that overlaps a cancelled or no-show
10 appointment, payment for the cancellation or no-show appointment will be
11 reduced by the replacement work under this Agreement, during the time for
12 which the cancelled or no-show job was scheduled. Under no circumstances
13 shall an LAP be paid twice for the same period of time.

14 This section does not apply to individual appointments within a series of a
15 family appointment.

16 F. If an LAP accepts a job more than four (4) hours from the scheduled start
17 time and it is then cancelled within thirty (30) minutes of being accepted by
18 the LAP, the LAP will not be eligible for payment as a no-show or
19 cancellation.

20 G. If an appointment ends earlier than the originally scheduled time, an LAP
21 will be paid for seventy-five percent (75%) of the originally scheduled
22 appointment length, or the completed appointment time, whichever is
23 greater. Payment related to this section shall be capped at one-hundred
24 thousand dollars (\$100,000) per fiscal year for each year of this Agreement.
25 The payment minimums described in Section 6.3 continue to apply.

6.6 Extended Services

If asked by an authorized requestor, a LAP may choose, but not be required to stay beyond the scheduled end time of an appointment. If the LAP chooses to stay at the request of the authorized requestor, the LAP will be paid based on the check-in and check-out times and in accordance with the applicable rate(s) in this Article.

6.7 Double Booking

If two (2) or more LAPs are scheduled for the same appointment, the LAP with the earliest documented appointment confirmation date and time will complete the appointment, 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

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~~IPI or ~~family member~~FMA 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~~the Coordinating Entity 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 Medicaid Enrollee Family Member Appointments

A. ~~The definition of a~~ A HCA Medicaid enrollee family member appointment~~FMA~~ is provided in Subsection 6.1~~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).~~

~~B.~~ ~~Appointments must be two (2) or more family members in a series of ninety (90) minutes; or three (3) or more family members in a series of one hundred and twenty (120) minutes.~~

~~C.B.~~ ~~The appointment~~ Each family member must have a separate appointment and its own unique identifier (job number).

~~D.C.~~ ~~Each A~~appointments must be linked within the series, allowing the LAP ability to identify linked appointments.

~~E.D.~~ The LAP must accept all family member appointments in the series.

~~F.E.~~ 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 hour, whichever is greater.

~~G.F.~~ At no time will a LAP be paid twice for the same time period.

~~H.G.~~ 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.

~~I.H.~~ If a LAP accepts an jobappointment 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.

~~J.I.~~ 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 State, third parties, or the Coordinating Entities, a LAP will be paid fifty percent (50%) of the time requested or thirty (30) minutes, whichever is


K.J. 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 State, third parties, or the Coordinating Entities, a 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 will apply. The total payment for cancellations within other completed appointments will not exceed the actual requested time.

L.K. The twenty-four (24) hours for determining cancelled appointments shall not include weekends or state recognized holidays.

L. 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.

Conforming of Interest Arbitration Decision Acknowledged By:

For the State: _____ /s/ Valerie Inforzato Date: 09/22/2022	For the Union: _____ /s/ Jason Holland Date: 09/30/2022
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1 **ARTICLE 8**

2 **GRIEVANCE PROCEDURE**

3 **8.1** The Union and the State agree that it is in the best interest of all parties to resolve
4 disputes at the earliest opportunity and at the lowest level. The Union and the State
5 encourage problem resolution between Language Access Providers (LAPs), the
6 State and/or third-parties and are committed to assisting in resolution of disputes as
7 soon as possible. In the event a dispute is not resolved in an informal manner, this
8 Article provides a formal process for problem resolution.

9 **8.2 Terms and Requirements**

10 A. Grievance Definition

11 A grievance is a dispute regarding the meaning or implementation of the
12 provisions of this Agreement. The term “grievant”, as used in this Article,
13 includes the term “grievants”. The Union may not grieve issues outside the
14 scope of this Agreement.

15 B. Filing a Grievance

16 Grievances may be filed by the Union on behalf of an LAP or on behalf of
17 a group of LAPs. If the Union does so, it will set forth the name of the
18 LAP(s).

19 C. Computation of Time

20 The time limits in this Article must be strictly adhered to unless mutually
21 modified in writing. Days are calendar days and will be counted by
22 excluding the first day and including the last day of timelines. When the last
23 day falls on a Saturday, Sunday or State recognized holiday, the last day
24 will be the next day which is not a Saturday, Sunday or State recognized
25 holiday. Transmittal of grievances, appeals, and responses will be in
26 writing, and timelines will apply to the date of receipt, not the date of
27 postmarking.

1 D. Failure to Meet Timelines

2 Failure by the Union to comply with the timelines will result in an automatic
3 withdrawal of the grievance. Failure by the State or an Agency to comply
4 with the timelines will entitle the Union to move the grievance to the next
5 step of the procedure.

6 E. Contents

7 The written grievance must include the following information so that the
8 grievance can be processed in a timely and efficient manner:

- 9 1. A statement of the pertinent facts surrounding the nature of the
10 grievance;
- 11 2. The date upon which the incident occurred;
- 12 3. The specific Article(s) and Section(s) of the Agreement;
- 13 4. The steps taken to informally resolve the grievance and the
14 individuals involved in the attempted resolution;
- 15 5. The specific remedy requested;
- 16 6. The name(s) of the grievant(s); and
- 17 7. The name and signature of the ~~u~~Union representative.

18 If known, the Union will specify the State Agency (DCYF, DSHS, or HCA)
19 involved in the grievance; however, exclusion of this information shall not
20 be the basis for dismissal of the grievance.

21 F. Resolution

22 If the State provides the requested remedy or a mutually agreed upon
23 alternative, the grievance will be considered resolved and may not be moved
24 to the next step.

1 G. Withdrawal

2 A grievance may be withdrawn at any time.

3 H. Resubmission

4 If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

5 I. Consolidation

6 The State or Agency and the Union may mutually agree to consolidate
7 grievances arising out of the same set of facts.

8 J. Bypass

9 Any of the steps in this procedure may be bypassed with mutual written
10 consent of the parties involved at the time the bypass is sought.

11 K. Alternative Resolution Methods

12 Any time during the grievance process, by mutual consent, the parties may
13 use alternative mediation methods to resolve a grievance. If the parties agree
14 to mediation, the time frames in this Article are suspended. If mediation
15 does not result in a resolution, within fifteen (15) calendar days of the last
16 mediation session, the Union may return to the grievance process and the
17 timeframes resume. Any expenses and fees of mediation will be shared
18 equally by the parties.

19 The proceedings of any alternative dispute resolution process will not be
20 reported or recorded in any manner, except for agreements that may be
21 reached by the parties during the course of the meeting. Statements made
22 by or to any party or other participant in the meeting may not later be
23 introduced as evidence, may not be made known to an arbitrator or hearings
24 examiner at a hearing, and may not be construed for any purpose as an
25 admission against interest, unless they are independently admissible.

L. Meeting Platforms

Participants at meetings referenced in this Article may attend in-person and/or via remote platforms, such as by telephone or web conferencing, at each of the participant's preference.

8.3 Filing and Processing

A. Time Requirements for Filing

A grievance must be filed within forty-five (45) calendar days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence ("the occurrence/knowledge date"). If an LAP chooses to use an informal dispute process of ~~the~~ State's Coordinating Entity, and the Coordinating Entity's decision through their informal dispute process is issued more than thirty (30) calendar days from the occurrence/knowledge date, the timeline for filing a grievance shall be extended for fifteen (15) calendar days from when the Coordinating Entity issues a decision. The Union may file a formal written grievance at Step 2 any time while the LAP is using the informal dispute process.

B. Processing

Step 1 – Informal Resolution:

Prior to filing a written grievance, the Union may confer with the State's or Agency's designated representative and attempt to resolve the issue informally.

Step 2 – Written Grievance:

If the issue is not resolved informally, the Union may present a written grievance to the ~~OFM State Human Resources Labor Relations Section (LRS)~~ applicable Agency's LAP labor relations point of contact within the timeframe described in Section 8.3 A. The ~~LRS~~ Agency or the ~~State~~ Agency's designated representative will meet ~~or confer by telephone~~ with a union steward and/or staff representative and the grievant within

twenty (20) calendar days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) calendar days after the meeting.

Step 3 – Pre-Arbitration Review Meetings:

If the grievance is not resolved at Step 2, the Union may request a pre-arbitration review meeting (PARM) by filing the written grievance including a copy of the Step 2 response and supporting documentation with the OFM State Human Resources Labor Relations Section (OFM/SHR/LRS) within thirty (30) calendar days of the Union's receipt of the Step 2 decision. Within fifteen (15) calendar days of the receipt of all the required information, the LRS will discuss with the Union:

1. If a PARM ~~willis~~ is to be scheduled with the OFM/SHR/LRS designee, the State Agency's or each Agency's (if multiple agencies are involved in the grievance) designated representative, and the Union's staff representative, to review and attempt to settle the dispute.
2. If the parties are unable to reach agreement to conduct a PARM, the LRS designee will notify the Union in writing that no PARM will be scheduled.

If a PARM is to be scheduled, the meeting will be conducted at a mutually agreeable time. The meeting will be scheduled within thirty (30) calendar days of the receipt of the request.

The proceedings of the PARM will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the meeting. Statements made by or to any party or other participant in the meeting may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, and may

not be construed for any purpose as an admission against interest, unless they are independently admissible.

Step 4 – Arbitration:

If the grievance is not resolved at Step 3, or the LRS designee notifies the Union in writing that no PARM will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) calendar days of the PARM or receipt of the notice that no PARM will be scheduled.

C. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA and will follow the Labor Arbitration Rules of the AAA, unless they agree otherwise in writing.

D. Authority of the Arbitrator

1. The arbitrator will:
 - a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
 - b. Be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it; and
 - c. Not make any award that provides an LAP with a greater rate of payment than would have resulted had there been no violation of this Agreement.
2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, through written briefs, immediately prior to hearing

1 the case on its merits, or as part of the entire hearing and decision-
2 making process. If the issue of arbitrability is argued prior to the first
3 day of arbitration, it may be argued in writing or ~~by telephone~~ via a
4 meeting, at the discretion of the arbitrator. Although the decision
5 may be made orally, it will be put in writing and provided to the
6 parties.

- 7 3. The decision of the arbitrator will be final and binding upon the
8 Union, the State and the grievant.

9 E. Arbitration Costs

- 10 1. The expenses and fees of the arbitrator, and the cost (if any) of the
11 hearing room, will be shared equally by the parties.
- 12 2. If the arbitration hearing is postponed or canceled because of one
13 party, that party will bear the cost of the postponement or
14 cancellation. The costs of any mutually agreed upon postponements
15 or cancellations will be shared equally by the parties.
- 16 3. If either party desires a record of the arbitration, a court reporter may
17 be used. If that party purchases a transcript, a copy will be provided
18 to the arbitrator free of charge. If the other party desires a copy of
19 the transcript, it will pay for half of the costs of the fee for the court
20 reporter, the original transcript and a copy.
- 21 4. Each party is responsible for the costs of its staff representatives,
22 attorneys, and all other costs related to the development and
23 presentation of their case. The Union is responsible for paying any
24 travel or per diem expenses for its witnesses, the grievant and the
25 union steward.

8.4 Successor Clause

Grievances filed during the term of this Agreement will be processed to completion
in accordance with the provisions of this Agreement.

Tentatively Agreed To:

For the State:

For the Union:

_____/s/_____
Valerie Inforzato

_____/s/_____
Jason Holland

Date: _____
August 22, 2022

Date: _____
August 23, 2022



ARTICLE 10

MANDATORY SUBJECTS

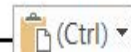
10.1 The State will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject as specified in [RCW 41.56.510\(2\)\(c\)](#). The State will notify the Executive Director of the Union, by email to mandatorynotice@wfse.org, of these changes in writing, citing this Article.

10.2 ~~and the~~ The Union may request negotiations by submitting a demand to bargain to the Office of Financial Management / State Human Resources / Labor Relations Section (OFM/SHR/LRS), to labor.relations@ofm.wa.gov, on the impact of these changes within twenty-one (21) calendar days of receipt of the State's written notice to the Union.

10.3 In the event the Union does not request negotiations within twenty-one (21) calendar days of receipt of the written notice, the State or Agency(ies) may implement the changes without ~~further~~ negotiations.

10.4 There may be emergency or mandated conditions that are outside of the State's or Agency's control requiring immediate implementation, in which case the State or Agency(ies) will notify the Union as soon as possible about the conditions and the implementation.

10.25 The parties will agree to the ~~location~~date, and time, and forum for the negotiations. Each party is responsible for choosing its own representatives for these ~~activities~~negotiations. The Union and OFM/SHR/LRS will exchange the names of the bargaining meeting participants at least five (5) calendar days prior to the negotiations meeting.

Date: August 23, 2022

ARTICLE 12

DUES AND OTHER VOLUNTARY DEDUCTIONS AND STATUS REPORTS

12.1 Dues and Other Voluntary Deductions

- A. Language Access Providers (LAPs) covered by this Agreement who are contracted through the Coordinating Entity(ies) with which the State contracts may elect to pay membership dues. The Coordinating Entity(ies) will deduct the monthly amount of dues, for LAPs who elect to pay dues.
- B. The State agrees to include in contracts with the Coordinating Entity(ies) a provision for up to two (2) additional voluntary deductions from the payments to LAPs. An authorization for such voluntary deduction(s) must be executed by the LAP and may be revoked by the LAP at any time by giving written notice to the Union.
- C. On a monthly basis, the Union will deliver electronically to the Coordinating Entity(ies) and the State an authorization/revocation list with the following information:
1. LAP name authorizing the deduction(s) or revocation(s);
 2. Tax Identification Number or other unique identification number;
and
 3. Amount to be deducted for each authorized deduction, identified as “Dues”, “Deduction #2” and “Deduction #3”. In the event there are insufficient funds to cover each deduction, Dues will have priority over Deductions #2 and #3, and Deduction #2 will have priority over Deduction #3. Full, partial or no deductions may occur, depending on the amount available from the LAP’s pay.
- D. When providing the State and the Coordinating Entity(ies) with the list of LAPs who have affirmatively authorized the deduction of dues and any

other amounts, the Union will include an attestation of the authenticity and accuracy of such list, indicating the Union has received voluntary, affirmative authorization from each individual listed. The State and the Coordinating Entity(ies) shall honor the terms and conditions of each LAP's signed membership card.

E. An LAP may revoke their authorization for dues deduction by written notice to ~~the Coordinating Entity(ies) and~~ the Union in accordance with the terms and conditions of their signed membership card. The Coordinating Entity(ies) will cease deducting dues after receipt of confirmation from the Union that the terms of the LAP's signed membership card regarding dues deduction revocation have been met. After the Coordinating Entity(ies) receives confirmation from the Union that the LAP has revoked authorization for dues deductions, the Coordinating Entity(ies) shall end the deductions no later than the second remittance to the LAP, per Section 7.2 C.1, after receipt of the confirmation.

F. Upon request by the State, the Union shall provide the State with proof of an LAP's affirmative authorization for dues deduction. The Union will provide this proof to the State within ten (10) business days, unless the request is for more than twenty-five (25) authorizations, in which case the parties will agree on an appropriate timeframe, which in no case will be longer than thirty (30) days.

G. On the 20th of each month, deductions will be transmitted to the Union by the Coordinating Entity(ies) 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(ies) will provide a list accompanying the payment containing the following:

1. Full name of LAP;

- 1 2. Home address;
- 2 3. Tax Identification Number or other unique identification number;
- 3 and
- 4 4. Total amount of each deduction.

- 5 H. Reimbursement for transportation related expenses will not be subject to
- 6 dues deductions.

7 **12.2 Notification to the Union**

8 The State will require the Coordinating Entity(ies) to notify the Union
9 electronically when the LAP completes all required paperwork to provide services
10 under this Agreement. The notification to the Union will be provided on the fifth
11 (5th) and twentieth (20th) days of each month. The notification shall include:

- 12 A. Full name of LAP;
- 13 B. Home address;
- 14 C. Cell phone number, if available;
- 15 D. Home phone number, if available;
- 16 E. E-mail address, if available; and
- 17 F. Working language(s).

18 **12.3 Status Reports**

19 The State will require its contracts with the Coordinating Entity(ies) to provide to
20 the Union a report each month in an electronic format of the data listed in
21 Subsections A-I below for each LAP in the bargaining unit who was paid through
22 the Coordinating Entity(ies) as described in [Section 12.1](#).

- 23 A. Tax Identification Number or other unique identification number;

- 1 B. LAP name;
- 2 C. Home address;
- 3 D. Email address, if available;
- 4 E. Cell phone number, if available;
- 5 F. Home phone number, if available;
- 6 G. Working language(s);
- 7 H. Total amount of time and dollar amount paid for each month for each
- 8 modality; and
- 9 I. Total amount deducted for each deduction type.

10 **12.4** For interpreters in the bargaining unit who are paid through other third parties or
11 directly by the State outside the Coordinating Entity, the State will provide to the
12 Union each month:

- 13 A. The payment date;
- 14 B. Vendor name; and
- 15 C. Amount paid.

16 **12.5 Indemnification and Hold Harmless**

17 The Union and each LAP contracted through the Coordinating Entity(ies) agree,
18 for the purpose of payment of union dues or other deductions, to indemnify and
19 hold harmless from liability the State and the Coordinating Entity(ies) (including
20 any agency, officer, executive, employee, contractor or agent thereof) from all
21 claims, demands, causes of action, lawsuits or other forms of liability (civil,
22 administrative or otherwise) that may arise for or on account of any deduction made
23 in accordance with this Article from the pay of such LAP or in the administration
24 of benefits or expenditures by the Union from the deductions. These

1 indemnification and hold harmless provisions also apply to any beneficiary, assign
2 or successor in interest of the Union or an LAP.

3 **12.6 Monthly Reports**

4 The State will make available monthly reports delineating the number of encounters
5 covered and the total dollars that were paid through the Coordinating Entity(ies) for
6 DCYF, DSHS, and HCA. The monthly report will be made available by the end of
7 the subsequent month. The parties can mutually agree to adjust these reports on an
8 as-needed basis. Electronic posting on a State website only meets the requirements
9 of this Article if the State concurrently notifies the Union in writing (or email) of
10 the posting.

11 Tentatively Agreed To:

12
13 For the State:

For the Union:

14
15
16
17 _____/s/_____
18 Valerie Inforzato

_____/s/_____
Kurt Spiegel

19
20
21 Date: June 10, 2022

Date: June 15, 2022

22
23

ARTICLE 17

TERM OF AGREEMENT

17.1 All provisions of this Agreement will become effective July 1, 20~~21~~23, and will remain in full force and effect through June 30, 20~~23~~25; however, if this Agreement expires while negotiations between the Union and the State are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date.

17.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 20~~22~~24, and no later than February 28, 20~~22~~24. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

Tentatively Agreed To:

For the State:

For the Union:

_____/s/_____
Valerie Inforzato

_____/s/_____
Kurt Spiegel

Date: May 26, 2022

Date: May 31, 2022

A. MEMORANDUM OF UNDERSTANDING

BETWEEN

WASHINGTON FEDERATION OF STATE EMPLOYEES

AND

STATE OF WASHINGTON

Process for Feedback about Services Provided by Language Access Providers

The Health Care Authority welcomes input from the Union to improve the process of comments about services provided by Language Access Providers (LAPs). This input includes, but is not limited to, how LAPs and the Union are notified of feedback made to Coordinating Entity(ies) regarding services provided by LAPs. This MOU shall not be subject to the grievance process in this Agreement.

This MOU will be in effect from July 1, 20~~21~~23 to June 30, 20~~23~~25.

For the State:

For the Union:

Valerie Inforzato

Date

Kurt Spiegel

Date

Tentatively Agreed To:

For the State:

For the Union:

/s/
Valerie Inforzato

/s/
Kurt Spiegel

Date: May 26, 2022

Date: May 31, 2022

~~B. MEMORANDUM OF UNDERSTANDING~~

~~BETWEEN~~

~~STATE OF WASHINGTON~~

~~AND~~

~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

~~Language Access Providers Bargaining Unit~~

~~Social Service Appointment Mileage Pilot~~

~~The parties agree to a Social Service Appointment Mileage Pilot that will be implemented during the term of this Agreement. The purpose of the pilot is to increase language access, and to increase the use of the more cost-effective coordinating entity procurement process instead of the language agencies contracted by the Department of Enterprise Services.~~

~~A. Effective July 1, 2021, DCYF and DSHS will pay Language Access Providers' (LAPs) mileage when the following criteria are met:~~

~~1. The LAP travels from their home or place of business to a social service appointment, from one social service appointment to another, or from a social service appointment to their home or place of business, and the travel is more than twenty (20) miles one way; and~~

~~2. The LAP submits a complete request for mileage reimbursement.~~

~~B. The travel premium applies for travel beyond the first twenty (20) miles one way and is paid according to the OFM-approved mileage rate.~~

~~C. Mileage distance calculations will be determined by the Coordinating Entity(ies) using an HCA-approved web-based mapping service.~~

1 ~~D. The travel premium paid by DCYF and DSHS during the term of this~~
2 ~~Agreement is capped at fifty thousand dollars (\$50,000) for SFY 2022 and~~
3 ~~fifty thousand dollars (\$50,000) for SFY 2023.~~

4 ~~E. By January 31, 2022 the State will review the data associated with this pilot,~~
5 ~~to determine if this pilot reduces the State's use of the more costly DES-~~
6 ~~contracted language agencies. The State will look at fill rate data by~~
7 ~~language and geographic area for social service appointments as part of this~~
8 ~~review.~~

9 ~~F. While the pilot is active, the State will share the data analysis with the Union~~
10 ~~quarterly during Union Management Communication meetings. The parties~~
11 ~~agree that the pilot status, outcomes, and issues or concerns about the pilot~~
12 ~~may be addressed at Union Management Committee meetings.~~

13 ~~G. If the annual cap is reached, the State will notify the Union and will~~
14 ~~immediately send an email to all bargaining unit members regarding the~~
15 ~~exhaustion of funds for mileage reimbursement. No requests for~~
16 ~~reimbursement will be paid once the cap is reached.~~

17 ~~H. Notwithstanding any of foregoing provisions, this pilot will terminate no~~
18 ~~later than June 30, 2023.~~

19 ~~Effective July 1, 2021~~

20

For the State:

For the Union:

/s/

8/21/2020

/s/

8/21/2020

Valerie Inforzato

Date

Rod Palmquist

Date

21

22

23

Conforming of Interest Arbitration Decision Acknowledged By:

For the State:

For the Union:

/s/

Valerie Inforzato

/s/

Jason Holland

Date: September 22, 2022

Date: September 30, 2022

~~C. MEMORANDUM OF UNDERSTANDING~~

~~BETWEEN~~

~~STATE OF WASHINGTON~~

~~AND~~

~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

Language Access Providers Bargaining Unit

Health and Welfare Benefits and Tiered Payments Workgroup

~~RCW 41.56.510, as amended by HB 2691 on April 2, 2020, added health and welfare benefits, tiered payments, and other economic matters to the scope of bargaining for the LAP bargaining unit. The scope of bargaining includes: (i) economic compensation, such as the manner and rate of payments, including tiered payments; (ii) professional development and training; (iii) labor management committees; (iv) grievance procedures; (v) health and welfare benefits; and (vii) other economic matters.~~

~~The parties agree that from July through December 2021, the Union and the three State Agencies, DCYF, DSHS and HCA, will meet as a workgroup remotely, one time per month, unless otherwise mutually agreed, on mutually agreeable dates and times. The objective of these meetings is for the parties to study, explore, and discuss potential structuring/frameworks for health and welfare benefits and tiered payments. The workgroup will not engage in recommendations, bargaining, proposals, or agreements, which are reserved for 23-25 CBA negotiations.~~

~~This MOU is not subject to the grievance process in the CBA.~~

~~Effective: July 1, 2021 through the date of the parties' last meeting or March 31, 2022, whichever date is earlier.~~

For the State:

For the Union:

/s/ 8/21/2020
Valerie Inforzato Date

/s/ 8/21/2020
Rod Palmquist Date

1 Tentatively Agreed To:
2

3 For the State:
4

For the Union:
5

6
7 _____/s/
8 Valerie Inforzato
9

_____/s/
Kurt Spiegel
10

11 Date: June 10, 2022
12

Date: June 15, 2022
13

~~D. MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE STATE OF WASHINGTON~~
~~AND~~
~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

~~Language Access Providers Bargaining Unit~~
~~COVID-19 Health and Safety Emergency Provisions for LAP Appointments~~

~~The parties agree to this Memorandum of Understanding (MOU), between the State of Washington (State) and the Washington Federation of State Employees (WFSE/Union), which sets forth health and safety protocols for the Department of Children, Youth, and Families (DCYF), the Department of Social and Health Services (DSHS), and the Health Care Authority (HCA) in response to the COVID-19 state of emergency, as declared by the Governor's February 29, 2020 Proclamation.~~

~~These emergency actions address health and safety concerns in connection with interpreter services provided by the Language Access Providers (LAPs) and are implemented for the protection of the health and safety of LAPs, as well as patients, social service clients, healthcare and agency providers, agency staff and the general public. These measures also serve to maintain continuity of social service and Medicaid appointments.~~

~~For DCYF (emergency provisions began on April 8, 2020):~~

- ~~• DCYF recognizes the urgent need for interpreters to practice social distancing and when possible, to limit face-to-face appointments for their safety and the safety of our staff and the public.~~
- ~~• DCYF is making the following changes immediately as interim emergency steps:~~
 - ~~○ In the notes section of the appointment, DCYF staff will indicate if the interpretation can occur over the telephone or via other technology-based systems. In-person interpretation may still need to occur.~~
 - ~~○ DCYF will list instructions on how to join the meeting/appointment and will be responsible to troubleshoot all technology issues.~~
 - ~~○ DCYF will considers these appointments to be "in-person" and all in-person rates and other requirements in the CBA will be followed.~~

- ~~o DCYF will notify DCYF staff of these changes and is working with Universal on a message to interpreters who have traditionally accepted DCYF appointments.~~

~~For DSHS (emergency provisions began on April 22, 2020 with a modification on July 24, 2020):~~

- ~~• 4/22/2020: Telephone or video technology could be used where in-person appointments would otherwise be used if not for the COVID-19 pandemic.~~
- ~~• 7/24/2020: In-person appointments conducted by telephone or video technology would be treated in all respects like in-person appointments, per the CBA. Block appointments would continue only as in-person and are not subject to this MOU.~~

~~**State's notation dated April 30, 2022: The HCA provisions ended on April 30, 2022, per HCA's notification to the Union on March 29, 2022:**~~ For HCA (emergency provisions began on March 30, 2020 with a modification on April 9, 2020):

- ~~• The substitution of OPI (over-the-phone interpreting) or web-based conferencing (audio or video) for in-person interpreting appointments, unless an extraordinary circumstance warrants otherwise or there is another reasonable basis for an in-person interpreting appointment to occur as determined by the medical provider.~~
- ~~• Requiring that Medicaid providers request LAPs using the standard scheduling process through the Coordinating Entity, Universal Language Service (ULS) and:~~
 - ~~o Initiate OPI HIPAA secure communication with the patient, LAP, and themselves.~~
 - ~~o Provide any web-based conferencing appointment link information in the "Notes to Interpreter" section via the provider/interpreter portal, via the Coordinating Entity's platform.~~
 - ~~o Communicate appointment confidentiality and privacy protocols.~~
- ~~• LAPs are expected to maintain a private, professional environment for OPI and web-based conferencing appointments, similar to what is expected in a medical facility for confidentiality, privacy, and conduct, and:~~
 - ~~o Will review the "Notes to Interpreter" section for each job immediately upon accepting it and return any unwanted jobs as soon as possible;~~

- ~~o For any questions or technical assistance to access an OPI appointment, the LAP may communicate with the Coordinating Entity; and~~
- ~~o For any questions or technical assistance to access web-based conferencing appointment, the LAP may communicate with the medical provider (HCA authorizes this communication as an exception).~~
- ~~• Follow the CBA's in-person interpreting rate of pay, minimum times, and other in-person provisions for OPI and web-based conferencing appointments.~~

~~These emergency provisions are also in accordance with the parties' 2019-2021 Collective Bargaining Agreement (CBA), Article 13, State's Rights, Section 13.2 J: "To take whatever actions the State deems necessary to carry out services in an emergency."~~

~~These health and safety emergency provisions will continue at each agency until the agency determines the emergency provisions can be safely ended. This MOU is subject to modifications by each agency, with notification to the Union and per amendment of this MOU by agreement between the State and the Union. These modifications are also subject to emergency immediate implementation provisions and mandatory subject notice provisions, per Article 10.~~

~~Because of uncertainties in when these provisions can be safely ended, these provisions may continue beyond the term of the parties' 19-21 CBA. The parties agree that if this MOU is continued by an agency(ies) beyond the term of the 19-21 CBA, ending on June 30, 2021, the MOU provisions for the agency(ies) will be appended to the next 21-23 CBA.~~

~~An agency's obligations per this MOU will remain in effect until fourteen (14) calendar days following the agency's email notification to the Union that the emergency provisions have ended, removing these MOU provisions. A longer notice period may be provided before termination of an agency's MOU provisions.~~

~~**Dated August 21, 2020**~~

For the Employer

For the Union

/s/

/s/

~~Valerie Inforzato, Labor Negotiator~~
~~OFM/State HR/Labor Relations Section~~

~~Rod Palmquist, Special Projects Coordinator~~
~~Washington Federation of State Employees~~

Tentatively Agreed To:

For the State:

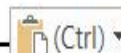
For the Union:

_____/s/_____
Valerie Inforzato

_____/s/_____
Jason Holland

Date: September 22, 2022

Date: September 30, 2022



X. MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF WASHINGTON

AND

THE WASHINGTON FEDERATION OF STATE EMPLOYEES

Language Access Providers Bargaining Unit

Data Sharing Agreement

This Memorandum of Understanding (MOU) by and between the State of Washington (State), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the Washington Federation of State Employees (Union), for the Language Access Providers (LAPs) bargaining unit, is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the Union which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the DSA.

DSAs are part of a suite of tools designated to safeguard and protect LAPs' information. DSAs are a best practice when an agency shares category 3 or higher data. Additionally, the Office of the Chief Information Officer outlines in Policy #141.10 that when an agency shares category 3 or higher data outside of their agency, an agreement must be in place unless otherwise prescribed by law.

Data shared under the DSA will be in response to information requests, status reports, and voluntary deductions reporting as set forth in the collective bargaining agreement and covers both Category 3 and 4 data, including Personal Information and Confidential Information that OFM may provide to the Union. This Agreement does not waive the State's rights with regard to responding to requests for information.

Category 3 – Confidential information is information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

- a. Personal information as defined in RCW 42.56.590 and RCW 19.255.10;
- b. Information about public employment and licensing as defined in RCW 42.56.250;
- c. Lists of individuals for commercial purposes as defined in RCW 42.56.070 (9); and/or
- d. Information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.

Category 4 – Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements; and
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

In recognition of the above, the parties agree to the following:

The State and the Union will strive to ensure that any sharing of personal or confidential information is supported by a written DSA, which will address the following:

- a. The data that will be shared;
- b. The specific authority for sharing the data;
- c. The classification of the data shared;
- d. Access methods for the shared data;
- e. Authorized users and operations permitted;
- f. Protection of the data in transport and at rest;
- g. Storage and disposal of data no longer required;
- h. Backup requirements for the data if applicable; and
- i. Other applicable data handling requirements.

The provisions contained in this MOU become effective on July 1, 2023. This MOU shall expire on June 30, 2025.


For the State:

For the Union:

Valerie Inforzato
Labor Negotiator

Jason Holland
Labor Advocate

Tentatively Agreed To:	
For the State:	For the Union:
 _____ /s/ Valerie Inforzato	 _____ /s/ Jason Holland
Date: <u>September 22, 2022</u>	Date: <u>September 30, 2022</u>



TENTATIVE AGREEMENT ONLY

This tentative agreement will only become final if
it is first determined to be financially feasible by OFM
and subsequently funded by the Legislature in the 2023-2025 budget

Tentative Agreement
WFSE-LAP/2023-2025 Contract Negotiations
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