

ARTICLE 6 ECONOMIC COMPENSATION

6.1 Definitions

- A. In-person appointments are defined as appointments where a Language Access Provider (LAP) is contracted to provide interpreter services face to face for a specific patient or client(s).
- B. Block Appointments are defined as DCYF or DSHS appointments scheduled on-site for a specific time period rather than for a specific patient or client.
- C. Telephonic and video appointments are provided via telephonic or video remote technologies outside of Block Appointments.
- D. Family Member Appointment 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 Family Member Appointments.

6.2 Rate of Pay

- A. In-Person Interpreting Services
LAPs covered by this Agreement who are contracted for in-person and family member appointments for spoken language interpreter services will be paid a minimum of forty-two dollars and thirty-two cents (\$42.32) per hour effective July 1, 2021, and a minimum of ~~forty-three dollars and forty-eight cents (\$43.48)~~ per hour effective July 1, 2022.

LAPs will be paid a minimum of thirty-one dollars (\$31.00) per hour for Block Appointments.

- B. Telephonic and Video Remote Interpreting Services
LAPs who provide services outside of facility or Block Appointments, will be paid a minimum of sixty-two cents (\$0.62) per minute when providing services via telephonic technologies, and three dollars (\$3.00) per minute for the first ten (10) minutes and sixty cents (\$0.60) per minute for every minute thereafter when providing services via video remote technologies.

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2 C. Social Service Appointment Premium
3 In-person interpreting services for DCYF and DSHS appointments,
4 excluding Block Appointments, will be paid an additional hourly premium
5 of two dollars (\$2.00).
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7 **6.3 Appointment Times**
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- 9 A. Minimums/Durations
10 1. For in-person appointments scheduled for HCA authorized
11 requestors, with the exception of family member appointments as
12 set forth in Section 6.9: A LAP will be paid for a minimum of one
13 (1) hour for each in-person appointment, regardless of the number
14 of clients with LEP present and served during each appointment.
15
16 2. For in-person appointments scheduled for DCYF or DSHS: A LAP
17 will be paid for a minimum of ninety (90) minutes for each in-
18 person appointment, regardless of the number of clients with LEP
19 present and served during each appointment.
20
21 3. For a family member appointment, provisions are set forth in
22 Section 6.9 of this Article.
23
24 4. Block Appointments will be scheduled for a minimum of two (2)
25 hours, and LAPs will be paid for the duration of the scheduled
26 Block Appointment.
27
28 5. In-person, family member, or Block Appointments lasting longer
29 than the minimum will be paid in fifteen (15) minute increments
30 with any fraction of an increment rounded up to the nearest fifteen
31 (15) minute increment.
32
33 6. A LAP will be paid a minimum of three (3) minutes when they
34 provide interpreting services via telephonic technologies, and a
35 minimum of ten (10) minutes when they provide interpreting
36 services via video remote technologies (VRI). When an LAP
37 provides telephonic or video remote interpreting services longer
38 than for the minimum, the LAP will be paid in one (1) minute
39 increments, with any fraction of a minute rounded up to the nearest
40 one (1) minute increment.
41

42 There is no requirement for prescheduling with an LAP to provide
43 interpreter services via telephonic technologies or VRI. The State's third

1 parties will use the first available DSHS authorized/certified/recognized
2 LAP, except when an authorized requestor is unable to schedule an
3 appointment at least twenty-four (24) hours before the start of the
4 appointment due to an urgent or unforeseen need, or when the
5 appointment is unfilled twenty-four (24) hours before the start of the
6 appointment. Preference will be given to those located within the states of
7 Washington, Idaho, or Oregon.
8

9 **B. Start times**

10 The start time of the appointment will be the scheduled start time or the
11 time the LAP arrives, whichever is later. If the authorized requestor,
12 patient/client, and LAP all agree to begin earlier than the scheduled start
13 time, the LAP will be paid from when they begin providing interpreter
14 services.
15

16 **C. Scheduled Breaks for Block Appointments**

17 An authorized requestor may include no more than a one (1) hour unpaid
18 break within a single request for services, and only if the total duration of
19 the appointment, including the unpaid break, is three (3) or more hours.
20 The break duration must be clearly indicated in the requested scheduled
21 time. Comments in a “note” section of an online request for services will
22 not be considered as a scheduled break. Block Appointment breaks/lunch
23 shall be flexible and taken when practicable and in accordance with
24 DCYF’s and DSHS’ business needs.
25

26 **6.4 Refusal of Services**

27 If the LAP arrives for the appointment and a patient/client or authorized requestor
28 refuses interpreting services, but is present for the appointment, the LAP shall be
29 paid per Section 6.5, No Shows and Cancellations.
30

31 **6.5 No-shows and Cancellations**

32 A. If a client/patient with LEP or an authorized requestor fails to show for in-
33 person interpreting services or cancels six (6) hours or less before the start
34 of the appointment, including in cases of error on the part of the requestor,
35 State, or third parties, the LAP will be paid thirty (30) minutes or seventy-
36 five percent (75%), whichever is greater. The process for rounding to
37 fifteen (15) minute increments set out in this Article will apply.
38

39 B. If the authorized requestor cancels twenty-four (24) hours or less and
40 greater than six (6) hours before the scheduled start of the appointment,
41 including in cases of error on the part of the requestor, State, or third
42 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.

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

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

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.

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

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.

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.

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 in accordance with 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

1 company will pay the LAP who does not fulfill the appointment at the no-show
2 and cancellation rate specified in [Subsection 6.5A](#).

3
4 **6.8 Travel Reimbursements**

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

12
13 **6.9 HCA Family Member Appointments**

- 14 A. The definition of a family member appointment is provided in Subsection
15 6.1D.
- 16 B. Appointments must be two (2) or more family members in a series of
17 ninety (90) minutes; or three (3) or more family members in a series of
18 one hundred and twenty (120) minutes.
- 19 C. The appointment must have its own unique identifier (job number).
- 20 D. Appointments must be linked within the series, allowing the LAP ability
21 to identify linked appointments.
- 22 E. The LAP must accept all family member appointments in the series.
- 23 F. The LAP will be paid from the start time of the first appointment in the
24 series through the actual end time of the last completed appointment in the
25 series, or a minimum of one hour, whichever is greater.
- 26 G. At no time will a LAP be paid twice for the same time period.
- 27 H. If any appointment within the series of family member appointments is a
28 late cancellation or the client with LEP or the authorized requestor fails to
29 show, the LAP will be paid for thirty (30) minutes. The total payment for
30 cancellations within other completed appointments will not exceed the
31 actual requested time.
- 32 I. If a LAP accepts a job more than four (4) hours from the scheduled start
33 time and it is then cancelled within thirty (30) minutes of being accepted
34 by the LAP, the LAP will not be eligible for payment as a no-show or late
35 cancellation.
- 36 J. If an authorized requestor cancels twenty-four (24) hours or less and
37 greater than six (6) hours before the scheduled start of the appointment,
38 including in cases of error on the part of the requestor, the State, third

1 parties, or the Coordinating Entities, a LAP will be paid fifty percent
2 (50%) of the time requested or thirty (30) minutes, whichever is greater.
3 The process for rounding to fifteen (15) minute increments set out in this
4 Article will apply. The total payment for cancellations within other
5 completed appointments will not exceed the actual requested time.

6 K. If an authorized requestor cancels with less than six (6) hours before the
7 scheduled start of the appointment, including in cases of error on the part
8 of the requestor, the State, third parties, or the Coordinating Entities, a
9 LAP will be paid seventy-five percent (75%) or thirty (30) minutes,
10 whichever is greater. The process for rounding to fifteen (15) minute
11 increments set out in this Article will apply. The total payment for
12 cancellations within other completed appointments will not exceed the
13 actual requested time.

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15 L. The twenty-four (24) hours for determining cancelled appointments shall
16 not include weekends or state recognized holidays.
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Tentatively Agreed To:	
For the State:	For the Union:
_____ Valerie Inforzato	_____ Jason Holland
Date: _____	Date: _____

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