

**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-two~~ **forty-three** dollars ~~and forty-four~~ **forty-eight** cents (\$42.4443.48) 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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3 C. Social Service Appointment Premium

4 In-person interpreting services for DCYF and DSHS appointments,  
5 excluding Block Appointments, will be paid an additional hourly premium  
6 of two dollars (\$2.00).  
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8 **6.3 Appointment Times**  
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10 A. Minimums/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.  
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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  
22 3. For a family member appointment, provisions are set forth in  
23 Section 6.9 of this Article.  
24  
25 4. Block Appointments will be scheduled for a minimum of two (2)  
26 hours, and LAPs will be paid for the duration of the scheduled  
27 Block Appointment.  
28  
29 5. In-person, family member, or Block Appointments lasting longer  
30 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

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

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11 B. Start times

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

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18 C. Scheduled Breaks for Block Appointments

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

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28 **6.4 Refusal of Services**

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

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33 **6.5 No-shows and Cancellations**

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

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41 B. If the authorized requestor cancels twenty-four (24) hours or less and  
42 greater than six (6) hours before the scheduled start of the appointment,

1 including in cases of error on the part of the requestor, State, or third  
2 parties, an LAP will be paid fifty percent (50%) of the time requested or  
3 thirty (30) minutes, whichever is greater. The process for rounding to  
4 fifteen (15) minute increments set out in this Article will apply.  
5

6 C. The twenty-four (24) hours for determining cancelled appointments shall  
7 not include weekends or state recognized holidays.  
8

9 D. Cancellation and no-show provisions for HCA family member  
10 appointments are set forth in Section 6.9.  
11

12 E. If an LAP accepts a new appointment that overlaps a cancelled or no-show  
13 appointment, payment for the cancellation or no-show appointment will be  
14 reduced by the replacement work under this Agreement, during the time  
15 for which the cancelled or no-show job was scheduled. Under no  
16 circumstances shall an LAP be paid twice for the same period of time.  
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18 This section does not apply to individual appointments within a series of a  
19 family appointment.  
20

21 F. If an LAP accepts a job more than four (4) hours from the scheduled start  
22 time and it is then cancelled within thirty (30) minutes of being accepted  
23 by the LAP, the LAP will not be eligible for payment as a no-show or  
24 cancellation.  
25

26 G. If an appointment ends earlier than the originally scheduled time, an LAP  
27 will be paid for seventy-five percent (75%) of the originally scheduled  
28 appointment length, or the completed appointment time, whichever is  
29 greater. Payment related to this section shall be capped at one-hundred  
30 thousand dollars (\$100,000) per fiscal year for each year of this  
31 Agreement. The payment minimums described in Section 6.3 continue to  
32 apply.  
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#### 34 **6.6 Extended Services**

35 If asked by an authorized requestor, a LAP may choose, but not be required to  
36 stay beyond the scheduled end time of an appointment. If the LAP chooses to stay  
37 at the request of the authorized requestor, the LAP will be paid in accordance with  
38 this Article.  
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#### 40 **6.7 Double Booking**

41 If two (2) or more LAPs are scheduled for the same appointment, the LAP with  
42 the earliest documented appointment confirmation date and time will complete the  
43 appointment, unless otherwise agreed by the LAPs. When more than one (1) LAP

1 shows up for an appointment, the Coordinating Entity or foreign language  
2 company will pay the LAP who does not fulfill the appointment at the no-show  
3 and cancellation rate specified in [Subsection 6.5A](#).  
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5 **6.8 Travel Reimbursements**

6 All parking, ferry, and toll costs for travel to the scheduled appointment and  
7 returning to the LAP's home or place of business for an in-person or family  
8 member appointment will be reimbursed upon submission of a receipt at the time  
9 the appointment is approved by the LAP for submission to DCYF, DSHS or HCA  
10 for payment. Reimbursements claimed will be for the sole purpose of providing  
11 services to DCYF, DSHS or HCA clients. Block Appointments are excluded from  
12 these reimbursements.  
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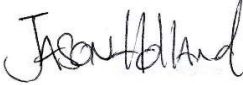
14 **6.9 HCA Family Member Appointments**

- 15 A. The definition of a family member appointment is provided in Subsection  
16 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).
- 21 D. Appointments must be linked within the series, allowing the LAP ability  
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  
35 by the LAP, the LAP will not be eligible for payment as a no-show or late  
36 cancellation.
- 37 J. If an authorized requestor cancels twenty-four (24) hours or less and  
38 greater than six (6) hours before the scheduled start of the appointment,

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

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

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16 L. The twenty-four (24) hours for determining cancelled appointments shall  
17 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: October 1, 2021	Date: 10/1/2021

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