

WASHINGTON FEDERATION OF
STATE EMPLOYEES, AFSCME
COUNCIL 28 FOR LANGUAGE ACCESS
PROVIDERS (LAP),
Union,

Vs.

STATE OF WASHINGTON, OFFICE OF
FINANCIAL MANAGEMENT
Employer

ARBITRATOR'S OPINION AND AWARD

**Collective Bargaining 2025-2027
INTEREST ARBITRATION
PERC Case 138434-M-24**

Arbitrator: Donna E. Lurie

SENT ELECTRONICALLY TO THE PARTIES:

Arbitrator Donna E. Lurie

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Todd Slettvet
Robyn Williams
Katherine Templet
Emily Stinson
Michael Grund
Cassi Postma

Joint Exhibits:

J-1: 2023-25 Language Access Providers CBA
J-2: 2023-2025 Interest Arbitration Award in 2022
J-3: RCW 41.56.450
J-4: RCW 41.56.465
J-5: RCW 41.56.510
J-6: RCW 39.26.300 (6)
J-7: RCW 41.56.030
J-8: RCW 41.56.430
J-9: RCW 41.56.440
J-10: RCW 41.56.452
J-11: RCW 41.56.470
J-12: RCW 74.04.025
J-13: June 14, 2024 Economic Revenue Update
J-14: 2024 LNI Chapter 14 Payment Policy
J-15: Union Article 6 – Economic Compensation
J-16: State Article 6 – Economic Compensation
J-17: Certification E-mail for Interest Arbitration

Union Exhibits:

Union 1: LAP Rate History versus CPI-U
Union 2: CPI-U Rate History
Union 3: DES Contract and Court Rates
Union 4: King County Council Payment Policy 02-2024
Union 5: King County District Court Interpreter Rates 2023
Union 6: Seattle Municipal Court Payment Policy 01-2024
Union 7: OFM Population Forecast
Union 8: Union Rate Logic
Union 9: Interpreter Population
Union 10: LAP Fill Rates
Union 11: Mares Unpaid Invoices
Union 12: RCW 51.14.060
Union 13: RCW 51.14.070
Union 14: RCW 51.04.020
Union 15: SOSI Contract April 2024
Union 16: RCW 41.80.020

Employer/State Exhibits:

State 1: CBA Payment History

State 2: 2025-27 Operating Budget Presentation

State 3: WAC 296-20-010

State 4: LNI Costing Model – Union’s Article 6 Proposal

State 5: LNI Costing Model – State’s Article 6 Proposal

State 6: HCA Costing Model – Union’s Article 6 Proposal

State 7: HCA Costing Model – State’s Article 6 Proposal

State 8: DSHS Costing Model – Union’s Article 6 Proposal - Updated

State 9: DSHS Costing Model – State’s Article 6 Proposal - Updated

State 10: DCYF Costing Model – Union’s Article 6 Proposal

State 11: DCYF Costing Model – State’s Article 6 Proposal

State 12: RCW 51.04.030

State 13: LNI Appointments Compared to 2-Hour Threshold

State 14: 7/13/23 Governor Delivery Message Re IME Recordings

INTRODUCTION

This matter came before Arbitrator Donna Lurie after the Public Employment Relations Commission (PERC) confirmed that the parties were at impasse and certified Article 6 – Economic Compensation to interest arbitration (Joint Exhibit 17). The parties to the dispute are the State of Washington, Office of Financial Management (hereafter “Employer” or “State”), and the Washington Federation of State Employees, AFSCME Council 28 for Language Access Providers (LAPs) (hereafter “Union”). The Language Access Providers are commonly referred to as “LAPs”. The term “Language Access Provider” refers to independent contractors who provide spoken language interpreter services for State agencies, injured workers, and crime victims during appointments arranged through the Department of Labor and Industries (L&I), Medicaid enrollee appointments, or State agency social service appointments (RCW 74.04.025 (Joint Exhibit 12)). This arbitration is governed by RCW Chapters 41.56, 39.26, 74.04, 41.80, 51.14, and the State regulations promulgated under these statutes. The parties engaged in good faith negotiations and were unable to reach agreement on Article 6-Economic Compensation for a successor collective bargaining agreement (CBA) for July 1, 2025 to June 30, 2027.

The parties had earlier selected the Arbitrator and scheduled two days of hearing in the event that negotiations did not fully resolve all bargaining issues. After receiving certification to proceed to interest arbitration, the parties requested a videoconference hearing option. A

videoconference hearing was held on August 20 and 21, 2024. An official transcript was provided by Buell Reporting and sent electronically to the parties and the Arbitrator on August 30, 2024. The parties stipulated the admission of all Joint Exhibits, updated Union Exhibits, and updated State Exhibits. The Arbitrator and the parties were assisted with the exchange of documents and screen sharing during the arbitration by Scott Kappes, Paralegal 2 with the Office of the Attorney General.

The parties stipulated having Arbitrator Lurie serve as the sole arbitrator in lieu of a panel. The Union and the Employer were each given a full opportunity to provide opening statements, introduce documents, examine and cross examine sworn witnesses, and make verbal closing arguments in support of their positions. Verbal closing arguments were provided in lieu of any post-hearing briefs. The parties submitted a copy of the 2023-2025 LAP Contract and Arbitrator Lurie's previous Interest Arbitration Award (Joint Exhibits 1 and 2) for the purpose of providing some history and context of the current compensation proposals. The Union's final bargaining proposal for Article 6 can be found in Joint Exhibit 15. The State's final bargaining proposal for Article 6 can be found in Joint Exhibit 16.

The hearing record was closed upon receipt of the 2-day transcript on August 30, 2024. Arbitrator Lurie committed to satisfying the parties' deadline of September 24, 2024 for a reasoned Opinion and Award.

BACKGROUND

Washington Federation of State Employees, AFSCME Council 28 (hereafter "Union") has represented the Language Access Providers (LAPs) who provide spoken language interpreter services for the Health Care Authority (HCA), the Department of Health and Social Services (DSHS), and the Department of Children, Youth & Families (DCYF). LAPs for the Department of Labor and Industries (L&I) were added to the bargaining unit in September of 2023 (Hamilton, TR. 28; Inforzato, TR. 185). The parties are engaged in ongoing litigation and negotiations to create interim contractual provisions for L&I LAPs during the time period between the WFSE intervening as the bargaining representative in 2020 and the date of resolution (Hamilton, TR. 84-85; Inforzato, TR. 184-186). Both parties acknowledged that any

increases in compensation and/or benefits cannot be retroactive and must be resolved separately from this interest arbitration case (Hamilton, TR. 84-85; Inforzato, TR.184-186).

LAPs are independent contractors, but they are considered public employees “solely for the purposes of collective bargaining and as expressly limited under subsections (2) and (3)” of RCW 41.56.510 (Joint Exhibit 5). Appointments for language interpreter services are arranged through a web portal administered by a scheduling entity. Scheduling entities have changed over the years, and the parties currently use Universal Language Services (ULS), Four Corners, and SOS International LLC (known as “SOSi”) (Hamilton, TR. 32; Templet, TR. 333; Union Exhibit 15). The work of LAPs is defined in RCW 74.04.025 (Joint Exhibit 12). LAP staff perform an essential role in assuring that individuals with limited English proficiency (LEP) are not denied, or are unable to obtain/maintain, services or benefits because of their difficulty in speaking and understanding English (RCW 74.04.025). All interpretive services must be performed by LAPs who are certified or authorized by Washington State or national certification boards, unless a certified or authorized LAP is not available (Joint Exhibit 6 - RCW 39.26.300).

During the Pandemic, spoken language interpreter services were delivered in-person, by telephone, and by videoconference. These three formats are referred to as “modalities”. Requests for in-person appointments have significantly increased over the past year and are preferred by healthcare providers and vendors used by the State agencies (Enriques, TR.119; Miller, TR. 253; Slettvet, TR. 280; Templet, TR. 334). LAPs and providers have more difficulty in reading faces, discerning emotions, and recognizing the context of statements when language interpreting is done over the telephone or the Internet (Mares, TR.162). For Labor and Industry (L&I) medical, legal, and vocational appointments, it is especially critical for language interpretation to be done in-person to ensure that the injured worker understands the discussion and any associated paperwork, fully communicates with the provider, and authorizes the services to be provided to them (Miller, TR. 262-263). Medical and legal paperwork is often not available in a variety of languages, and this paperwork requires in-person interpretation (Stinson, TR. 371-372).

LAPs provide a variety of interpretation services. Simultaneous interpretation occurs at the same time as the speaker (Enriques, TR. 119). Consecutive interpretation occurs after the speaker finishes speaking (Enriques, TR.120). LAPs will interpret spoken language as well as

translate written language on documents shared with the LEP individual (Enriques, TR.120). Different compensation rates and scheduled time periods have been negotiated for each modality in the CBA (Joint Exhibit 1). While the Union and the State were able to resolve several bargaining issues in mediation, they were unable to bridge the gap between their compensation proposals for Article 6 of the 2025-2027 CBA (Joint Exhibits 15 and 16).

Healthcare providers, social service vendors, and State agency staff post available language interpretive appointments on the web portal used by the particular State agency and indicate the time frame and modality requested (Hamilton, TR. 31; Enriques, TR. 166). LAPs are expected to log into the web portal and select appointments that they are able and willing to fill. The HCA representative testified that 93 percent of the HCA interpretive appointments are in-person and 7 percent are conducted by telephone or video (Slettvet, TR. 279). 80 percent of DSHS interpretive appointments are in-person, with 20 percent by telephone (Templet, TR. 334). The L&I representative testified that 95 percent of LNI interpretive appointments are in-person (Miller, TR. 253).

Some appointments require consecutive onsite sessions for blocks of time at a particular location (Block Appointments), and some appointments involve multiple family members requiring interpretive services for the same appointment (Family Member Appointments or "FMA"). Definitions for the various types of appointments can be found in Section 6.1 of the existing 2023-2025 CBA (p.13 of Joint Exhibit 1).

Testimony established that as many as 25-27 percent of LAP appointments resulted in cancellations or no-shows (Inforzato, TR. 206). There was testimony that a significant number of appointments ended earlier than originally scheduled, but exact percentages were not provided by any of the witnesses. The 2023-2025 CBA has a specific provision to address lost work time and lost pay through cancellations and no-shows (Section 6.5 on pp. 16-17 of Joint Exhibit 1). The parties established a fund of \$100,000 to partially reimburse LAPS for early ending appointments. This fund has been exhausted within 3-4 months after the start of the fiscal year (Slettvet, TR. 289; Hamilton, TR. 74); therefore, LAPs are uncompensated for at least 8 months of the year. The Union and the State disagree on how the parties should manage reimbursement for future cancellations, no-shows, and changes to appointment times.

The LAP unit has changed in size since the Interest Arbitration conducted in 2022. There are approximately 2,584 LAPs actively providing language interpreter services as of August 17, 2024 (Union Exhibit 9). LAPS contracted with the Department of Labor and Industries (L&I) were added to the LAP bargaining unit in September of 2023. The overall pool of qualified medical interpreters has declined by 37 percent, and the overall pool of social service interpreters has declined by 19 percent since 2019 (Union Exhibit 9). The Union raised concerns regarding the State's ability to attract and retain qualified and certified LAPs to address the needs of Washington State's changing population and language interpretation needs (Hamilton, TR. 62-63). The HCA representative acknowledged an agency concern regarding the decrease in fill rates for interpretive services (Slettvet, TR. 294). In contrast, the State's lead negotiator testified that she has not received agency feedback regarding an inability to fill vacant interpretive appointments (Inforzato, TR. 238).

LAPs have belonged to a statewide unit since 2010, and they have been treated as State employees for collective bargaining purposes only (RCW 41.56.060 and 41.56.510). The scope of bargaining for LAPs is currently limited to economic compensation, professional development and training, labor-management committees, grievance procedures, health and welfare benefits, and other economic matters (RCW 41.56.510 (2)(c)). The Governor is named as the public employer for LAPs, rather than a specific agency, for the purpose of collective bargaining (RCW 41.56.510(1)).

Specific factors are listed in RCW 41.56.465 to be considered by an arbitrator in providing an interest arbitration award (Joint Exhibit 4):

- (a) The constitutional and statutory authority of the employer;
- (b) Stipulations of the parties;
- (c) The average consumer prices for goods and services, commonly known as the cost of living, Consumer Price Index, or "CPI";
- (d) Changes in any circumstances under (a) or (c) during the proceedings; and
- (e) Other factors that are normally taken into consideration to determine wages, hours, and conditions of employment (e.g., comparisons with like positions).

In addition to the factors listed in RCW 41.56.465, an arbitrator must consider the financial ability of the State to pay for the compensation and benefit provisions of a collective bargaining agreement for LAPs (RCW 41.56.510 (2)(d)(i)). With the addition of the L&I LAP unit members, an arbitrator must consider the statutory and regulatory requirements governing the operations of the Department of Labor & Industries with respect to LAPs.

ARTICLE 6 – ECONOMIC COMPENSATION ISSUES

The Union and the State have developed a sophisticated compensation system for LAPs. Many of the sections in Article 6 overlap and are interconnected. This Arbitrator believes that interest arbitration is an extension of the negotiations process, and she will do her best not to upset or disrupt the contractual framework that the parties have carefully built over the years. Either party has the burden to show a compelling need to change the status quo established in the existing CBA. Each section of Article 6 will be reviewed and discussed separately and as part of the overall contractual framework.

DISCUSSION OF ARTICLE 6.1 - DEFINITIONS

Section 6.1 currently provides definitions for in-person (IPI), over-the-phone (OPI), video remote (VRI), Block, and HCA Family Medical (FMA) interpreting appointments (Joint Exhibit 1, p. 8). The parties negotiated revisions in the 2023-2025 CBA to clarify the differences between the different types of appointments (Joint Exhibits 1 and 2). Block appointments and Family Medical appointments have historically been treated separately from IPI, OPI, and VRI appointments (Joint Exhibit 2).

The State proposed to significantly revise Article 6.1 to contain new sections A through K, with multiple subsections for each lettered section. The State proposed to separate HCA Medicaid definitions from DCYF and DSHS definitions, arguing that medical appointments differ from social service appointments. In reviewing the current CBA and the State's final proposal, the Arbitrator finds little difference in the language between the descriptions of IPI, OPI, and VRI appointments for DCYF, DSHS, and HCA, with the exception of Family Medical Appointments (Joint Exhibit 16, p. 1). Similar interpretive services are provided for all of these appointments. The State proposed to describe recipients of interpretive services as "individuals with Limited English Proficiency" (LEP) (Joint Exhibit 16, p. 1). The Union proposed to add a section to Article 6.1 that eliminates any restrictions on the number of

hours or type of appointments that an LAP can accept in a given time period (Joint Exhibit 15, p. 1).

After careful review of both bargaining proposals for Section 6.1, the current CBA language, State regulations, and the rationale offered by the parties, the Arbitrator concludes that the current structure of Section 6.1 is best suited for continued application by both parties. Individual LAPs have difficulty trying to understand the definitions and compensation structure created by the parties. The State proposed restructuring of Section 6.1 further complicates their efforts. The State made a compelling case for the LEP term to be used in the 2025-2027 CBA. The Union did not meet its burden to support the need to add an overtime section. The Union proposed language creates a direct conflict with federal funding regulations for HCA and DSHS and will raise questions as to why an independent contractor is being paid for more than 8 hours' work on a given day (Templet, TR. 357-358). In addition, the Union's overtime proposal conflicts with legal restrictions surrounding reimbursement for LAPs providing services to Labor & Industries (Joint Exhibit 14; Stinson, TR. 368; State Exhibits 3 and 12).

DISCUSSION OF ARTICLE 6.2 BASE RATES OF PAY

The State proposed to rename this Section to include base rates of pay for DCYF, DSHS, and HCA Medicaid Enrollee appointments. Given the Arbitrator's conclusions for Section 6.1 above, the revised title for parts of Section 6.2 would be consistent with the existing contractual framework. The State proposed a 3 percent increase to the base rates as of July 1, 2025 and a 2 percent increase to the base rates as of July 1, 2026 (Joint Exhibit 16, p. 2). The State argued that a 5 percent increase for the 2025-2027 Biennium is a reasonable proposal that is in line with other State negotiations (Inforzato, TR.213-214). The State argued that mileage was incorporated into the IPI base rate in the 2015-2017 CBA, and the parties have had contract language that confirms this statement (Joint Exhibit 1, p. 9; State Exhibits 1 and 2; Inforzato, TR. 187). The State maintained that the base rate includes a State contribution towards LAP health and welfare expenses (Joint Exhibit 1, p. 9; Joint Exhibit 16, p. 2; Inforzato, TR. 192). When questioned, the State's lead negotiator was unable to state which portion of the base pay rate reflects the State's contribution towards health and welfare expenses (Inforzato, TR. 219-220). State witnesses reiterated that in-person interpreting rates must be divisible by four in order to address the need to pay for 15-minute

increments of time (Inforzato, TR. 193-194). The cost of the State proposals for compensation increases in Article 6 was estimated at \$3 million versus an estimate of \$86-\$90 million overall cost for the Union proposals (State's closing argument; State Exhibits 4, 6, and 8). The cost of the Union proposals would add \$43.6 million in Year 1 and \$51.4 million in Year 2 for the Health Care Authority (HCA) (Grund, TR.411-416; State Exhibit 6). The estimated cost of the Union proposals would add \$5.6 million to DSHS costs (Postma, TR. 429-430; State Exhibit 8). The estimated cost of the Union proposals would add \$27.5 million in costs to Labor & Industries (L&I) (Stinson, TR. 388; State Exhibit 4).

The State cautioned the Arbitrator to consider the financial ability of the State to pay for the compensation and benefit provisions of a collective bargaining agreement for LAPs (RCW 41.56.510 (2)(d)(i) and to be aware of federal funding restrictions and limitations.

The Union proposed to eliminate the different compensation rates and pay the same universal rate for all modalities (Joint Exhibit 15, p. 1-2), arguing that similar skills and services are provided for the variety of appointments completed by LAPs (Union's Closing Argument). Documentation and testimony established that in-person appointments take 1-2 hours; whereas, telephone and video appointments can take anywhere from 5 minutes to 40 minutes (Slettvet; TR. 290; Templet, TR. 336). The Union maintained that parity is needed between the different rates of pay that are paid by HCA, DCYF, DSHS, and the Department of Labor & Industries (L&I). L&I has historically paid higher hourly base rates to LAPs (Union Exhibit 3). The Union's latest proposal would result in a 13 percent increase for LAPs working with L&I providers and a 40-47 percent increase for the LAPS working with HCA, DSHS, and DCYF providers (Hamilton, TR. 42; State Exhibits 4, 6, and 8).

Witnesses provided extensive testimony on the need to incentivize in-person appointments (IPI) over OPI and VRI appointments (Slettvet, TR. 280). As noted earlier in this Opinion and Award, service providers and State agency staff greatly prefer in-person appointments, because it is critical for the person receiving medical, legal, or social services to understand the discussion and associated paperwork, fully communicate with the provider, and authorize the services to be provided to them (Mares, TR. 162-163; Miller, TR. 262-263). In-person (IPI) appointments have historically been paid a higher rate than telephone or video appointments (State Exhibit 1). The Arbitrator is unwilling to change the overall framework of

Section 6.2 and ignore the historical practice of paying a higher hourly rate for IPI appointments versus OPI and VRI appointments.

The Union argued that in-person appointments (IPI) can involve extensive travel for the LAP, especially for LAPs in rural areas and LAPs providing interpretation for rare languages (Hamilton, TR. 90-91). State witnesses pointed out that a mileage project instituted to support travel expenses was discontinued, because it did not result in any appreciable increase to filling LAP appointments (Inforzato, TR. 212; Templet, TR. 342).

The Union proposed to revise the parties' existing contractual statement on mileage to add the cost of Internet, home office, and equipment for OPI/VRI (Joint Exhibit 15, p. 2). The Arbitrator recognizes that LAPs assume the burden of business expenses in providing interpretive services as independent contractors. Despite the existing contractual language in Section 6.2 that recognizes the inclusion of a contribution towards LAP health and welfare expenses, the Union proposed a separate healthcare stipend of \$4.09 per hour on top of the proposed increases to hourly rates for LAP services (Joint Exhibit 15, p. 3; Hamilton, TR. 88). L&I does not pay a healthcare stipend to any provider (Stinson, TR. 375). As independent contractors, LAPs are expected to self-fund their own health insurance and retirement plans.

The Arbitrator has carefully reviewed IPI hourly rates paid to LAPs working with Department of Enterprise Services (DES), municipal and county courts, King County Council, and Labor & Industries (L&I). The Arbitrator compared these rates of pay to the current IPI hourly rate paid to LAPs working with HCA, DSHS, and DCYF (Union Exhibits 3, 4, 5 and 6). Enriques testified that she receives double the pay when interpreting for DES (Enriques, TR. 135, 138). These Exhibits established that L&I vendors pay a range of \$69 per hour to \$90 per hour for IPI appointments; the Seattle Municipal Court pays a range of \$63 to \$70 per hour for IPI appointments; King County Council pays a range of \$65 per hour to \$70 per hour for IPI appointments; and Labor & Industries pays \$61.80 per hour for IPI appointments conducted by certified Interpreters who provide work that is similar to the work performed by members of this bargaining unit. The State challenged the comparison pay rates on the grounds that other agencies do not reimburse for cancellations or no-shows. The Arbitrator notes that LAPs working with HCA, DSHS, and DCYF do not receive reimbursement for early ending appointments occurring during 8-9 months of the fiscal year. State witnesses confirmed that the certification requirements for bargaining unit LAPs are the same as the certification

requirements for comparison agencies and coordinating entities (Templet, TR. 346-347). The Arbitrator concludes that the Union-offered comparison pay rates are relevant and material to this case. While the percentage of the comparison hourly rates allocated to administrative costs is unclear, the Arbitrator concludes that the \$47.47 hourly rate currently paid by HCA, DSHS, and DCYF is significantly lower than the hourly rates paid by other entities and State agencies to LAPs providing similar interpretive services for in-person appointments.

The Consumer Price Index (CPI) for goods and services is a traditional factor in determining a forecast for increases in the cost of living. The Washington Economic and Revenue Forecast Council released an Economic and Revenue Update on June 14, 2024 (Joint Exhibit 13). This document (and a later Update on September 17, 2024) acknowledged that Seattle-area consumer prices continue to outpace the national average and rose 3.1 percent in comparison to 2.5 percent for the U.S. City average index in August of 2024 (Joint Exhibit 13, p. 3; September Economic & Revenue Update). Housing and rental costs in Washington rose 5.9 percent in April of 2024 and 6.2 percent in August of 2024 (Joint Exhibit 13, p. 3; September Economic & Revenue Update). Core inflation rates (excluding food and energy) in Seattle rose 4.9 percent in April versus 3.6 percent for the U.S. City average (Joint Exhibit 13, p. 3). Due to Washington State taxation and environmental protection measures, gasoline prices in Washington have tended to range one dollar per gallon above gasoline prices in other states. The Union provided testimony that the Office of the Washington Insurance Commissioner projects healthcare costs to increase 11 percent for the 2025-2027 Biennium (Hamilton, TR. 67-68), and State witnesses did not contradict or challenge that forecast.

Several LAPs testified to the impact of increases in cost of living on LAPs living in Washington State. Magda Enriques testified that she feels like a volunteer, since the pay rates provided by DCYF, DSHS, and HCA have not kept pace with increases in the cost of living (Enriques, TR. 126). Like many of her LAP colleagues, she has been unable to pay her own rent and bills with the money earned from LAP services with HCA, DCYF, DSHS, and LNI agencies (Enriques, TR. 132). She has been unable to afford private health insurance and is ineligible for Washington's Apple Health plan (Enriques, TR.130). Enriques is currently reluctant to travel to remote areas without an extra mileage stipend (Enriques, TR. 129, 138). As an LAP, Enriques has had substantial business expenses to provide interpretive services for all three modalities. These expenses include a headset, strong and reliable Internet

connection, reliable telephone connection and service, a computer with two monitors, a quiet and dedicated private space for interpretation in compliance with HIPAA, and a vehicle to travel to appointments (Enriques, TR.124-126; Slettvet, TR. 281). These business expenses were confirmed by Norma Verduzco (TR.145-147). Verduzco added the costs of a device to take notes and conduct research on medical or legal terms, electronic chargers for her devices, a noise diffuser, work desk and space, a business license, maintenance of professional certification (16 credits of continuing education every four years), and childcare costs (Verduzco, TR. 152-156). Leticia Mares confirmed LAP business expenses and shared her experience of not getting paid for her LAP services (Mares, TR.174; Union Exhibit 11). Mares is paid a higher hourly rate when she provides language interpretive services for Interpreting Now, working with private attorneys, appointments arranged through Indeed, DES contracts (another State agency), and schools (Mares, TR. 177-178).

The State's ability to fund a sustainable increase in compensation requires an analysis of the State's estimated revenues for the 2025-2027 Biennium. The Arbitrator understands the cumulative effects of a compensation increase on future agency costs. The State's Revenue Update issued on June 14, 2024 forecasted that major General Fund revenue collections were \$74.4 million higher than the February, 2024 forecast (an increase of 2 percent), and tracked collections were running \$13.8 million higher than was earlier forecasted (Joint Exhibit 13, p. 4-9). The September Update reported that General Fund revenue collections are \$30.6 million higher than forecasted in June; final DOR collections are \$18.1 million higher than reported in August; and tracked revenue is \$26 million higher than forecasted (September 17, 2024 Economic & Revenue Update published by Washington Economic and Revenue Forecast Council). In addition to State funds, the three agencies of HCA, DCYF, and DSHS receive the lion's share of federal Medicaid dollars (Williams, TR. 324). This information supports a finding that the State can afford to pay more than its proposed increases in base rates of pay and cannot afford to pay the 2025-2027 base rate increases, healthcare stipend, and Block appointment premiums sought by the Union.

The Arbitrator notes that the State revenue figures cited in State Exhibit 2 appear to conflict with the general revenue data cited above in Joint Exhibit 13. State Exhibit 2 confirms that spending on Human Services (DCYF, DSHS, HCA) comprises \$26.2 Billion or 36 percent of the 2023-2025 General Fund (State Exhibit 2). Medical assistance caseloads and community

services caseloads, along with Washington’s general population, are projected to increase substantially through 2030 (State Exhibit 2, pp. 12-15).

State witnesses shared the financial constraints imposed by Federal regulations and funding entities. HCA receives substantial funding from the Center for Medicaid Services (CMS) for interpretive services (Slettvet, TR. 290). Similarly, 37 percent of DSHS agency funding comes from federal sources (Postma, TR. 430). The proposal to use the same pay rate for all modalities of language interpretation would require additional approval by CMS and could jeopardize existing CMS approval to incentivize in-person appointments (Slettvet, TR. 282-283). Paying the same rate for all modalities for LNI interpretive services would require an increase in payroll taxes for employers and employees (Stinson, TR. 370).

Both parties have retained the Social Service Appointment premium in the CBA at \$2.00 per hour (Joint Exhibits 15 and 16). The Union proposed a minimum of two hours’ pay as a form of “reporting pay” for Block appointments, as well as guaranteed payment for the full schedule of a Block appointment (Joint Exhibit 15, p. 2). The Union’s proposal would significantly impact the L&I budget and could result in an LAP receiving 8 hours’ pay for one hour of work (Stinson, TR. 376-379; State Exhibit 13). It appears that the Union is proposing a universal rate of pay for Block appointments as well. The Arbitrator will discuss the Union’s proposal regarding Block Appointments in the discussion of Section 6.3-Appointment Times.

In the Award, the Arbitrator has increased pay rates approximately **3.5 percent for Year 1** and approximately **3 percent for Year 2** of the 2025-2027 Biennium, recognizing the disparity in pay rates between agencies and the need for State agencies to implement pay rates that are divisible by four.

DISCUSSION OF SECTION 6.3 – APPOINTMENT TIMES

The State proposed to rename this section to specify coverage for DCYF, DSHS, and HCA Medicaid Enrollee Appointment times. The parties will need to incorporate language to cover LAP services for the Department of Labor & Industries (L&I). The Arbitrator has added a Contract Section 6.10 as a placeholder for the parties to incorporate CBA language for L&I LAP appointments. The State’s final proposal does not change existing reporting times and minimum amounts of reimbursement for the various appointments filled by LAPs (Joint

Exhibit 16, pp. 3-5). L&I does not pay any provider for appointments that end early (Stinson, TR. 386).

The State proposed to eliminate the existing Contract paragraph that requires DSHS to “use the first available DSHS authorized/certified LAP”, except when the request is last minute, urgent, or cannot be filled by a member of this bargaining unit (Joint Exhibit 1, p. 10). This paragraph is essentially a “no subcontracting” clause that preserves LAP work for bargaining unit members and minimizes the use of third-party language access delivery organizations. The Arbitrator understands the Union’s concern over the loss of employment opportunities. Washington RCW 39.26.300 (5) requires DCYF, DSHS, HCA, and L&I to develop and implement a model to procure spoken language interpreter services with coordinating entities and certified LAPs. Such models have been developed by the parties and have been used for several years. Agency authorization to procure interpreters outside these models is restricted by RCW 39.26.300 (5) to situations where the demand for spoken language interpreters cannot be met through their existing contracts. The Arbitrator interprets this statutory language to require agencies to attempt to schedule LAPs in the bargaining unit before contacting outside entities for spoken language interpretation. In fact, the Payment Policy for L&I states that medical and vocational providers cannot use non-certified or unapproved interpreters unless the provider cannot find an L&I-approved LAP and no phone or video services are available (Joint Exhibit 14). L&I insurers will not pay for non-certified or unapproved interpreters “and strongly discourages their use” (Joint Exhibit 14).

The Arbitrator is unwilling to ignore the existing appointment models and contractual language of the parties in Section 6.3. The Arbitrator denies the State proposal to eliminate requirements to contact bargaining unit LAPs before contacting outside entities.

Block appointments are currently scheduled for a minimum of two hours and LAPs are paid for the duration of the scheduled Block Appointment (Joint Exhibit 1, p. 10). The Union proposed a universal hourly pay rate for Block appointments (Joint Exhibit 15, pp. 2-5). DCYF and DSHS Block appointments are only in-person, and hourly pay rates are established in Section 6.2-B (see above). The Union proposal would increase the State’s offer from \$38.00 per hour (Joint Exhibit 16) to \$70.00 per hour (Joint Exhibit 15). The Union proposed to double the one-hour minimum for IPI appointments to two hours (Joint Exhibit 15, p. 4). The Arbitrator is unwilling to declare a universal hourly rate of pay and an increase in minimum

pay that would double the State's costs in Section 6.2 and Section 6.3 (State Exhibits 4, 6, 8, 10, and 13; Hamilton, TR. 97-99). The proposed changes would disrupt and disregard the parties' established framework for the various types of language interpretation appointments.

DISCUSSION OF SECTION 6.4 – REFUSAL OF SERVICES

The Union proposed to add language to Section 6.4 to allow an LAP to attend an Independent Medical Exam (IME) appointment and refuse to provide interpretive services without penalty and with full pay, if an injured worker requests that their IME appointment be recorded (Joint Exhibit 15, p. 5). The State opposed this proposal on the grounds that LAPs were given written advance notice of a worker's statutory right to request a recording at an IME (Inforzato, TR. 203; State Exhibit 14). The worker's request for a recording can be made at any time, and the provider may not be aware of the worker's intentions when posting the IME appointment. The Arbitrator agrees that all LAPs should be prepared for the possibility that an IME appointment could be recorded at any time during the appointment. LAPs have a choice in deciding whether or not to select an IME appointment. Those LAPs who do not wish to be recorded should decline any IME appointments. The Union proposal is denied.

The State proposed to exclude OPI, VRI, and FMA appointments from Section 6.4 (Joint Exhibit 16, p. 5). No justification was offered for these exclusions. The proposal is denied.

DISCUSSION OF SECTION 6.5 – NO-SHOWS AND CANCELLATIONS

The Union proposes to have all agencies and all modalities governed by Article 6.5. The Union proposal increases the cancellation window to 24 hours to trigger reimbursement for LAPs (Joint Exhibit 15, p. 6). Union witnesses testified to the large number of appointments that are canceled or involve no-shows. State witnesses confirmed that as many as 25-27 percent of LAP appointments are canceled or involve either the individual with LEP or the service provider failing to attend DCYF, DSHS, or HCA appointments (Inforzato, TR. 206). The L&I representative shared that 10.5 percent of LAP monthly requests are canceled or involve no-shows (Miller, TR.261). Cancellations and no-shows place a tremendous financial burden on LAPs. Magda Enriques can spend 12 hours of her time to be paid for only 2 hours of work (Enriques, Tr. 122, 166). Norma Verduzco testified to LAPs paying for childcare and ending up with little to no pay due to cancellations or no-shows for that day's appointments (Verduzco, TR. 150-152). LAPs block out the time, but they may not get any compensation for that time. Leticia Mares testified to the hardship of not getting paid for her LAP services,

through no fault of hers (Mares, TR.165, 168-169; Union Exhibit 11). The Union proposed to eliminate the cap of \$100,00 for reimbursement to LAPs for lost work. Both Union and State witnesses confirmed that the \$100,000 fund is exhausted within the first 3-4 months of the fiscal year, leaving eight months of no reimbursement for early ending appointments (Slettvet, TR. 289).

In contrast, the State opposed any increase to current Contract language for triggering LAP reimbursement for early ending appointments. The State argues that paying for early ending appointments equates to paying for non-service (Inforzato, TR. 205-206). The added cost for completely removing the \$100,000 cap was estimated by State witnesses to be \$300,000 (State Exhibits 4, 6, and 8). Medicaid cannot pay twice for the same time period (Slettvet, TR. 283-284, 289), and DSHS cannot pay twice as well (Templet, TR.337).

The State proposed excluding OPI, VRI, and FMA appointments from the coverage of Section 6.5. due to limited funds and the risk of jeopardizing federal funding for non-service costs (Slettvet, TR. 286). Currently, approximately 27 percent of HCA's budget is spent on reimbursement for cancellations and no-shows (Slettvet, TR. 283). DSHS currently experiences an average of 45 percent last-minute cancellations for LAP appointments (Templet, TR. 340). Approximately, 37 percent of the DSHS budget is federally funded (Postma, TR. 430). Agencies would need approval from the Center for Medicaid Services (CMS) for additional federal funding to cover any additional costs for cancellations and no-shows (Slettvet, TR. 284).

The Arbitrator is sympathetic to the State's concerns regarding limited funds and the agencies' desires to focus on services rather than non-services. At the same time, witnesses confirmed considerable numbers of cancellations, no-shows, and early ending appointments. The parties need to share responsibility for addressing this problem. Currently, the burden appears to fall primarily on the shoulders of the LAPs. Agency staff can work with providers to communicate the importance of language interpretive appointments and explore the imposition of fees or fines imposed on providers for their role in cancellations and no-shows. In order to maintain a stable pool of certified and authorized LAPs, the State must provide some financial stability for LAPs to be able to continue to provide interpretive services to the agencies involved in this interest arbitration. The burden of cancellations, no-shows, and

early ending appointments should be shared by the parties; therefore, the Arbitrator concludes that the cap for the reimbursement fund should be raised to **\$150,000** to provide coverage for approximately six months of the fiscal year.

DISCUSSION OF SECTION 6.6 – EXTENDED SERVICES

The State proposed some minor edits to this section. Since Section 6.2 is retained, Section 6.6 should refer to the applicable rates in Section 6.2. The Union proposed to pay any extended time in 15-minute increments with any fraction rounded up to the nearest 15-minute increment (Joint Exhibit 15, p. 7). Given the Arbitrator's Award of higher hourly rates and an increase to the reimbursement fund, the proposed 15-minute increments are an additional cost that must be denied.

DISCUSSION OF SECTION 6.7 – DOUBLE BOOKING

The State proposed some minor edits to this section of the CBA. No proposals were made by the Union for changes to Section 6.7. The State's edits are adopted by the Arbitrator.

DISCUSSION OF SECTION 6.8 – TRAVEL REIMBURSEMENTS

The Union proposed to add reimbursement for express lane usage to this section. The State opposed adding this item on the grounds that express lane usage is a luxury that each of the State agencies cannot afford to pay (Inforzato, TR. 209). No evidence was provided that other State agencies reimbursed LAPs for express lane usage. The Arbitrator agrees with the State's position and denies the Union proposal to add another benefit to Section 6.8.

DISCUSSION OF SECTION 6.9 – HCA MEDICAID ENROLLEE FMA APPOINTMENTS

The Union proposed to add a premium of \$10 per hour for each additional family member participating in a family member appointment (FMA) (Joint Exhibit 15, p. 8). The Union argued that multiple family members pose an added workload for the LAP. In addition, the Union proposed to have LAPs paid for an entire scheduled FMA appointment when there is a late cancellation or no-show (Joint Exhibit 15, p. 8). The Union proposal could add \$30-\$60 per hour to FMA appointments, resulting in a pay rate of \$100 per hour (double the existing pay rate) (Hamilton on cross-exam, TR. 97-100). The State negotiator testified that the

affected agencies have limited funds and cannot afford to pay most of the Union proposals for increases in compensation (Inforzato, TR. 210). The Center for Medicaid Services (CMS) would need to approve a \$10 premium and any added cost of an FMA appointment that did not take place; otherwise, the State would have to fund these additional costs out of the existing HCA budget (Slettvet, TR. 291). Based on agency fiscal constraints and the compensation increases awarded in Sections 6.2 and 6.5, the Union proposals for a \$10 premium and reimbursement for the entire cost of an FMA appointment are denied.

DISCUSSION OF SECTION 6.10 – LABOR & INDUSTRIES ECONOMIC COMPENSATION

The State proposed to incorporate the definitions set forth in Chapter 14: Language Access Services for Spoken Languages (Joint Exhibit 14). The Arbitrator did not hear or see any Union objections to incorporating these definitions on page 2 of Joint Exhibit 14. Since the L&I definitions appear to be compatible with the existing definitions in Section 6.1 of the CBA, a new Section 6.10-A will be created to reflect the L&I Definitions as set forth in Chapter 14, page 2 of Joint Exhibit 14.

The State proposed to increase the Interpreter Service Fee Schedule for IPI, OPI, and VRI rates by 3 percent as of July 1, 2025 and 2 percent as of July 1, 2026 (Joint Exhibit 16, p. 8). The Union proposed an increase of 13 percent to LAPs providing interpretive services to L&I clients (Hamilton, TR. 42). Based on the evidence presented, the Arbitrator has determined that L&I LAPs in this bargaining unit should receive a comparable increase to the LAPs serving DSHS, HCA, and DCYF agencies. L&I LAPs are awarded approximately a 3.5 percent increase as of July 1, 2025 and an additional 3 percent as of July 1, 2026 (See Discussion of Section 6.2 above).

The Arbitrator agrees with the State's interpretation of RCW 41.56.450 that L&I LAPs are prohibited from being paid for missed appointments (State Exhibit 3).

There is a myriad of terms and different pay rates in Article 6. The Arbitrator recommends that the parties work together in developing an Appendix and a Compensation Table to assist LAPs and Agency staff in understanding and implementing the CBA language.

ARBITRATION AWARD

After careful review of bargaining proposals for Article 6, current CBA language, bargaining history, witness testimony, exhibits, State regulations, and the rationale offered by the parties, the Arbitrator concludes that Article 6 needs to be revised as follows (new language is underlined):

ARTICLE 6 ECONOMIC COMPENSATION

6.1 DCYF, DSHA, and HCA Medicaid Enrollee Definitions

- A. In-person interpreting (IPI) appointments are defined as appointments where a Language Access Provider (LAP) provides interpreter services face to face for individuals with Limited English Proficiency (LEP). This excludes Block Appointments, as defined in the next Subsection 6.1-B below.
- B. Block Appointments are defined as in-person DCYF or DSHS appointments scheduled on-site for a specific time period rather than for specific individuals with LEP.
- C. Over-the-phone interpreting (OPI) appointments are defined as appointments where an LAP provides interpreter services via a phone or call system for individuals with LEP and excludes Block Appointments.
- D. Video remote interpreting (VRI) appointments are defined as appointments where an LAP provides services via visual/video technology for individuals with LEP and excludes Block Appointments.
- E. HCA Medicaid Enrollee Family Member Appointment (FMA) definitions and provisions are set forth in Section 6.9, HCA Medicaid Enrollee Family Member Appointments.

6.2 – BASE RATES OF PAY

- A. DCYF, DSHS, AND HCA Medicaid Enrollee IPI Appointments and HCA Medicaid Enrollee FMA Appointments

LAPs will be paid a minimum of forty-nine dollars and twenty cents (\$49.20) per hour effective July 1, 2025 and a minimum of fifty dollars and sixty cents (\$50.60) per hour effective July 1, 2026.

- 1. These IPI rates include a 2025-2027 biennium compensation increase;
- 2. Mileage was incorporated into the IPI base rate as part of the 2015-2017 CBA;
- 3. IPI rates include a contribution towards LAP health and welfare expenses, in recognition of LAPs having a variety of health and welfare plans and expenses in compliance with RCW 41.56.510 (2) (c).

- B. DCYF and DSHS Block Appointments

For DCYF and DSHS Block appointments (which are only in-person), LAPs will be paid a minimum of thirty-eight dollars (\$38.00) per hour effective July 1, 2025 and a minimum of forty dollars (\$40.00) per hour effective July 1, 2026.

- C. DCYF, DSHS, and HCA Medicaid Enrollee OPI and VRI Appointments (not applicable for DCYF or DSHS Block Appointments)
 - 1. For OPI appointments, LAPs will be paid a minimum of seventy cents (\$0.70) per minute effective July 1, 2025 and seventy-two cents (\$0.72) per minute effective July 1, 2026; and
 - 2. For VRI Appointments, LAPs will be paid a minimum of three dollars and thirty-eight cents (\$3.38) per minute effective July 1, 2025 and three dollars and forty-five cents (\$3.45) per minute effective July 1, 2026 for the first ten minutes of the appointment. LAPs will be paid sixty-eight cents (\$0.68) per minute effective July 1, 2025 and seventy cents (\$0.70) per minute effective July 1, 2026 for every minute thereafter.
 - 3. These OPI and VRI rates include a 2025-2027 Biennium compensation increase and a contribution towards LAPs' health and welfare expenses in recognition of the LAPs having a variety of health and welfare plans and expenses in compliance with RCW 41.56.510 (2) (c).

- D. Social Service IPI Appointment Premium
IPI 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. DCYF, DSHS, and HCA Medicaid Enrollee Appointment Times
 - 1. Minimums/Duration
 - a. For IPI appointments scheduled for HCA authorized requestors, with the exception of FMAs as set forth in [Section 6.9](#): An LAP will be paid for a minimum of one (1) hour for each completed appointment, regardless of the number of individuals with limited English proficient (LEP) present and served during each appointment.
 - b. For IPI appointments scheduled for DCYF or DSHS: An LAP will be paid for a minimum of ninety (90) minutes for each IPI appointment, regardless of the number of individuals with LEP present and served during each appointment.
 - c. For a family member appointment (FMA), provisions are set forth in [Section 6.9](#) of this Article.
 - d. 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.
 - e. IPI, 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.
 - f. An LAP will be paid a minimum of five (5) minutes when they provide OPI services and a minimum of fifteen (15) minutes when they provide VRI services. When an LAP provides OPI or VRI 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.

- g. 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.

2. 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, individual(s) with LEP, and LAP all agree to begin earlier than the scheduled start time, the LAP will be paid from when they begin providing interpreter services.

A. DCYF and DSHS 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 – DCYF, DSHS, AND HCA MEDICAID ENROLLEE REFUSAL OF SERVICES

If the LAP arrives for the appointment and individual(s) with LEP or an 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 – DCYF, DSHS, AND HCA MEDICAID ENROLLEE NO-SHOWS AND CANCELLATIONS (Excluding OPI, VRI, and FMA Appointments)

- A. If individual(s) 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, Agency, or a Coordinating Entity/third party, 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 Article 6.3 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 in cases of error on the part of the requestor, Agency, or Coordinating Entity/third party, 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 Article 6.3 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 (FMA) are set forth in Section 6.9.
- E. If an LAP accepts a new appointment that overlaps a canceled or no-show appointment, payment for the cancellation or no-show appointment will be reduced by the replacement work under this CBA, 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. DCYF, DSHS, AND HCA MEDICAID ENROLLEE EARLY COMPLETION - If an appointment ends earlier than the originally scheduled appointment length, 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 and fifty thousand dollars (\$150,000) per fiscal year for each year of this CBA. The payment minimums described in Section 6.3 continue to apply.

6.6 – DCYF, DSHS, AND HCA MEDICAID ENROLLEE 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 Section 6.2.

6.7 – DCYF, DSHS, AND HCA MEDICAID ENROLLEE 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/~~third party or foreign language company~~ will pay the LAP who does not fulfill the appointment at the no-show and cancellation rate specified in Section 6.5 above.

SECTION 6.8 – DCYF, DSHS, AND HCA MEDICAID ENROLLEE 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 IPI or FMA appointment will be reimbursed upon submission of a receipt at the time the appointment is approved by the LAP for submission to the Coordinating Entity for payment. Reimbursements claimed will be for

the sole purpose of providing services to DCYF, DSHS, or HCA individuals with LEP/Medicaid eligible patients/clients. Block Appointments are excluded from these reimbursements.

6.9 – HCA MEDICAID ENROLLEE FAMILY MEMBER APPOINTMENTS (FMA)

- A. An HCA Medicaid enrollee FMA 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 (1) interpreter to service all the appointments. FMA appointments may be scheduled under any of the three modalities (IPI, OPI, or VRI).
- B. Each family member must have a separate appointment and its own unique identifier (job number).
- C. Each appointment must be linked within the series, allowing the LAP ability to identify linked appointments.
- D. The LAP must accept all family member appointments (FMAs) in the series.
- 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 (1) hour, whichever is greater.
- F. At no time will an LAP be paid twice for the same time period.
- 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.
- H. If an LAP accepts an appointment 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.
- 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 Agency, or the Coordinating Entity/third party, a 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 Article 6.3 will apply. The total payment for cancellations within other completed appointments will not exceed the actual requested time.
- 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 Agency, or the Coordinating Entity/third party, an 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 Articles 6.3 and 6.5 will apply. The total payment for cancellations within other completed appointments will not exceed the actual requested time.

- 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 Article 6.2.

6.10-B LABOR & INDUSTRIES Base Rates of Pay

Effective July 1, 2025 (FY26), the FY24-FY25 Agency Interpreter Service Fee Schedule IPI, OPI, and VRI rates will be increased 3.5 percent (3.5%).

Effective July 1, 2026 (FY27), the FY26 Agency Interpreter Service Fee Schedule IPI, OPI, and VRI rates will be increased three percent (3%).

At the request of the parties, the Arbitrator retains jurisdiction between the date of this Opinion and Award and October 15, 2024 for the sole purpose of assisting the parties in the implementation of this Award.

Dated this 19th day of September, 2024.

Pursuant to the parties' request, clarifications were provided on September 25, 2024 regarding the fund to reimburse for early ending appointments.

Respectfully submitted,

Donna E. Lurie /s/

Arbitrator Donna E. Lurie
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