

**Meeting Transcript**

**Div. 009 Interpreter Rules  
Advisory Committee Meeting**

**June 21, 2016, 9:00 am**

**Room F, Labor & Industries Building, Salem Oregon**

<b>Attendees:</b>	<b>WCD attendees:</b>
Allison Morfitt, SAIF Corporation Barb Reich, Asante Work Health Beth Gollither, Linguava Interpreters Carl Wilmsen Ph.D., Northwest Forest Worker Center Cindy Roat, Interpreter Helen Eby, OSTI Jaye Fraser, SAIF Corporation Jazmin Manjarrez , OSTI Vice President Jennifer Flood, Ombudsman for Injured Workers Joe Martinez, Concentra Medical Jovanna Patrick, Hollander, Lebenbaum & Gannicott Kathy Garrety, Liberty Mutual Insurance Katy McDowell, Tonkon Torp LLP Letty Escobar, Professional Interpreters Loretta Breedlove, Oregon Justice Department Matthew U'Ren, M&L Legal, Attorneys Milena Calderari-Waldron , Bellevue College Phil St. Pierre, Liberty Mutual Pedro Johnson, Linguistics Global Associates Sandy Shtab, Healthesystems Sheri North, Mitchell International Inc. Travis Brook, Cascade Health Vincent Ibarra, Tigard Orthopedic & Fracture Clinic	Cara Filsinger Daneka Karma Fred Bruyns Juerg Kunz Nancy Johnston Nicole Smith Robert Anderson Sara Larson

BEFORE THE WORKERS' COMPENSATION BOARD OF

THE STATE OF OREGON

RULEMAKING ADVISORY COMMITTEE

WORKERS' COMPENSATION DIVISION RULES

OAR 436-009-1010, INTERPRETERS

The proceedings in the above-entitled matter were held in Salem, Oregon, on the 21st day of June, 2016, before Fred Bruyns, Administrative Rules Coordinator for the Workers' Compensation Division.

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DISCUSSION AMONG PARTIES

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TRANSCRIPT OF PROCEEDINGS

1  
2  
3 00:07: Good morning. Thank you very much for coming. My name is  
4 Fred Bruyns. I coordinate the rulemaking process for the Workers' Compensation  
5 Division. And I've been in touch with all of you--or nearly all of you, I think, within the  
6 last few days. Maybe--you might have had a message forwarded on to you. But  
7 you're all welcome here, and we look forward to getting your input today.

8 There are extra copies of the agenda at the back of the room. There  
9 are some copies of the rule, as well, the relevant rule that we'll be discussing.  
10 However, it's not marked--there's no marked changes or anything. It's just the  
11 current rule. And it may or may not be relevant to our discussion, but I thought I'd  
12 have it here. And if you're joining us by telephone, all of the administrative rules are  
13 available on our website. And the rule we're discussing this morning is OAR 436-  
14 009, and the specific rule is 0110, regarding interpreters.

15 So I just want to say a few words about the advisory committee  
16 process. It's very informal, and intended to be. It's really more of a discussion. And  
17 we want to get, you know, all of your frank input. The only ground rule I'd remind  
18 you of is that we prefer that we not describe problems or obstacles in a way that  
19 identifies certain people or organizations. That wouldn't actually assist us. It  
20 actually could kind of harm the tenor of the meeting. And this is really not an  
21 appropriate venue for resolving disputes, anyway.

22 When we're going along, if there are fiscal impacts to anything that  
23 we're going to do either on you, the people you represent, whether that's positive or  
24 negative, we would like you to let us know. When we file proposed rules later with  
25 the Secretary of State, we have to estimate what those impacts are, and we rely on

1 the input from folks like you. So please keep that in mind as we go along.

2 If you're on the telephone with us today, I would remind that we'll pick  
3 up a lot of background noises in your office, so keyboarding, obviously anybody  
4 coming into your office and talking with you. So please use your mute button as  
5 needed. We do want you to be a full participant in the conversation, however. So,  
6 you know, speak up--please speak up when you--when you'd like to--unless  
7 someone is really--you can tell someone is in the middle of talking here. You don't  
8 have the advantage of eye contact and knowing who has had--you know, maybe  
9 had their hand up here, so we'll certainly extend that courtesy to you.

10 If you are on the telephone with us, do not put us on hold, please,  
11 unless you're certain that you don't have any background music or messages that  
12 your organization plays, because we have no way of turning those off. You may  
13 actually leave the conversation and rejoin as many times as you like. You just dial  
14 that same number that you used to get in.

15 So with that, I've introduced myself. I'd like to go around the table, but  
16 also the telephone, so to speak, and have you all introduce yourself to the  
17 committee. So if you're on the telephone with us this morning, would you introduce  
18 yourselves to the committee?

19 03:01: Good morning. This is Sandy Staub (phonetic) with Healthy  
20 Systems.

21 03:04: Sandy Shtab?

22 03:07: Yes. Hi, Fred.

23 03:07: Good morning, Sandy. Anyone else?

24 03:11: Sheri North (phonetic), with Mitchell International.

25 03.13: Welcome, Sheri.

1 03:15: Kathy Garrety (phonetic), Liberty Mutual.  
2 03:16: Good morning, Kathy.  
3 03:22: Good morning, Fred. It's Barb Reich from Asante.  
4 03:25: Welcome, Barb. A couple of you...  
5 03:28: Joe Martinez (phonetic), with Concentra Medical Centers.  
6 03:31: Good morning, Joe.  
7 03:34: Phil St. Pierre with Liberty Mutual.  
8 03:36: Would you repeat your name? There was two people coming  
9 in at once.  
10 03:40: Yes. Phil St. Pierre.  
11 03:41: Okay. Good morning.  
12 03:46: Carl Wilmsen with Northwest Forest Workers Center.  
13 03:49: Good morning, Carl. Anyone else?  
14 03:55: Vincent with Tigard Orthopedic and Fracture Clinic.  
15 03:58: Oh, that was Vincent? Is that your--the last name or first  
16 name? I'm sorry.  
17 04:01: Yeah, Vincent Ibarra with the Tigard Orthopedic and Fracture  
18 Clinic.  
19 04:05: Okay. Welcome, Vincent.  
20 04:06: Thank you.  
21 04:07: Katy McDowell with Tonkon Corp.  
22 04:11: Welcome.  
23 04:14: Travis Brooke with Cascade Health.  
24 04:16: Someone with Cascade? Again, could you repeat your name?  
25 04:21: Travis Brooke with Cascade Health.

1 04:22: Welcome, Travis. Anyone else?  
2 04:30: Jovanna Patrick with Hollander, Lebenbaum & Gannicott.  
3 04:33: Welcome. Anyone else? Okay.  
4 4:44: I'm Juerg Kunz. I'm a medical policy analyst with the Work  
5 Comp Division.  
6 04:48: Nanci Johnston, medical policy analyst with Work Comp  
7 Division.  
8 04:51: Cara Filsinger, legislative coordinator for the Division.  
9 04:54: Jennifer Flood, Ombudsman for Injured Workers, DCBS.  
10 04:58: Robert Anderson, medical reviewer with WCD  
11 05:04: Sara Larson, medical reviewer with Workers' Comp.  
12 05:07: Nicole Smith, medical reviewer with Workers' Comp Division.  
13 05:11: Daneka Karma, policy manager for the Workers' Compensation  
14 Division.  
15 05:15: Allison Morfitt, SAIF Corporation.  
16 05:17: Jaye Fraser, SAIF Corporation.  
17 05:30: Letty Escobar with Professional Interpreters.  
18 05:24: Beth Gollither with Linguava Interpreters.  
19 05:27: Jazmin Manjarrez with the Oregon Society of Translators and  
20 Interpreters.  
21 05:30: Milena Calderari-Waldron. I'm the secretary of Interpreters  
22 United, our labor union in Washington State. I am not here in that official capacity,  
23 but I'm here in support of my Oregon colleagues, to let you know what worked and  
24 what hasn't worked in Washington State.  
25 05:45: Thank you.

1                   05:45: I'm Helen Eby, and I'm the owner of Guacha Translations. It's  
2 a--I'm freelancer with a business name. I am also the president of the Oregon  
3 Society of Translators and Interpreters.

4                   05:55: Loretta Breedlove, Oregon Judicial Department, Court  
5 Language Access.

6                   06:01: Okay. Welcome to you, again. So we have a fairly brief  
7 agenda, although some meaty issues. And after we go through our agenda, I'm  
8 going to ask you if you have any additional issues related to interpreters and how  
9 they're paid in the system, their rights and responsibilities in the Workers'  
10 Compensation system. So any questions before we begin? Okay.

11                   Then Issue No. 1. All of these are related to the same administrative  
12 rule, and it's listed there. It's in, again, Chapter 436, Division 9, the Oregon Medical  
13 Fee and Payment Rules. "The insurer must pay the interpreter within 14 days of the  
14 date of claim acceptance or any action causing the service to be payable, or 45  
15 days--within 45 days of receiving the invoice, whichever is later, or 45 days of  
16 receiving the invoice for an exam required by the insurer or the Director." So the  
17 question before the committee for discussion is, should the timeframe insurers have  
18 to pay interpreters be changed.

19                   07:04: Yes.

20                   07:05: Some back-- Okay. Some background. Currently, the  
21 requirements for insurers to pay interpreters are the same as when paying medical  
22 providers for services related to the compensable conditions. Insurers are only  
23 required to pay medical bills related to the compensable conditions. Interpreters'  
24 invoices generally do not include supporting documentation to determine if the  
25 underlying medical service is compensable. Therefore, the insurer generally waits

1 for chart notes from the medical provider before paying interpreter bills. A  
2 stakeholder suggested that the time frame be reduced to 14 days of receiving the  
3 invoice, and that payment to interpreters should not depend on the medical  
4 provider's bills and chart notes. So some options for discussion, and there could be  
5 others that you could identify for us, is change the time frame insurers have to pay  
6 interpreters, or make no change, or anything else that you'd like to recommend, so...

7 07:56: I would like to read some notes I wrote last night.

8 07:58: Okay.

9 8:00: Interpreter pay should not be contingent upon the claim being  
10 approved or denied, because language access is not subject to a reasonable and  
11 necessary determination. The language access service may, in fact, help the  
12 Workers' Compensation determine whether this service qualifies for Workers'  
13 Compensation coverage. Therefore, the interpreter service helps you determine  
14 that, and should be paid.

15 08:22: Okay. Thank you, Helen.

16 08:23: You're welcome.

17 08:25: Additional comments?

18 08:30: Fred, this is Jaye Fraser, SAIF Corporation. As much as I  
19 appreciate that, our policyholders are responsible for, you know, paying us a  
20 premium, and part of the premium is based on the dollars that go out the door for  
21 services. And from our perspective, we're happy to pay the interpreter fees when  
22 we know that fee was associated with a compensable service. And unl--if it's not a  
23 compensable service, it could be for anything. Then it shouldn't be associated with  
24 the Workers' Comp system. We would respectfully disagree.

25 09:13: I have a question. So how would you know if that interpreter

1 service--at what point would you know, or how would you know, that it is  
2 compensable?

3 09:24: When we get the chart notes from the doctor and  
4 (unintelligible).

5 09:28: Okay.

6 09:29: How about if it was part of the evaluation that led to  
7 determining whether it was compensable?

8 09:35: Generally, we don't pay for things that aren't compensable.

9 09:39: I'm...

10 09:41: Go ahead.

11 09:43: I'd like to remind everybody present that under federal  
12 legislation you are mandated to provide language access services, regardless of  
13 whether or not the claim may go through.

14 09:57: Providers aren't.

15 09:58: Yes, providers are.

16 09:59: Providers--that doesn't impact insurers.

17 10:03: I understand that,--

18 10:04: So--

19 10:05: --yes.

20 10:05: --that's a conversation-- There are medical providers, I know,  
21 (unintelligible); is that correct?

22 10:11: Yeah, we have some healthcare providers, certainly, on the  
23 phone with us.

24 10:13: Okay.

25 10:15: You know, do you have any thoughts on that in terms of your

1 obligations to provide language services in an exam? Joe, are you...

2 10:24: What was the question, Fred?

3 10:26: The discussion was about the requirement--federal  
4 requirements that adequate language services be provided at any medical exam,  
5 and the conversation was regarding whether that's the insurer's responsibility. And  
6 an insurer representative said that, no, that would be a healthcare provider's  
7 responsibility. So we wondered if you had any input on your thoughts on--whether  
8 you face this in your practice, and you'd have to actually provide those services.

9 10:53: Well, you know, we have resources that are available, for  
10 example, in California, interpreter lines and interpreter services that we try to call  
11 ahead. But for us, I mean, whether it's federal law at the private level or a federal  
12 law at the Work Comp level, I'm not aware of any Workers' Compensation law that  
13 makes it mandatory for us to provide interpreter services.

14 We obviously try to provide the quality of service for the patient as best  
15 as we can. And if we have an interpreter available through a third party, then we will  
16 use that. And if not, and we have in-house, then we'll use that if it's, you know,  
17 appropriate and it's comfortable and the patient approves. But, you know, it--you  
18 can't cover all situations. We just do the best we can from the provider perspective.

19 11:47: Thank you, Joe. Additional thoughts on this issue? Helen?

20 11:54: The Affordable Care Act recently included new regulations that  
21 require all medical providers that cover any aspect of Affordable Care Act money to  
22 use qualified healthcare interpreters at all times. That would be certified and  
23 qualified healthcare interpreters in Oregon. So I do believe that medical providers  
24 are required to cover medical interpreting in their encounters. So therefore, one way  
25 or another, they're responsible for this.

1 12:30: Okay.

2 12:31: It's just that it's a fresh law that they may not be aware of at this  
3 time.

4 12:35: Well, I don't--I think that probably most healthcare providers  
5 would agree with that. I guess the question would be who pays for it. And that's the  
6 sticky part. And that's the difficult part for us, in terms of what we may do by  
7 administrative rule. Because Jaye was correct, it it's not under the law, if it's not  
8 really a Workers' Compensation claim, if it turns out to be something that was an off-  
9 the-job injury or some other healthcare condition, the insurance company is not  
10 legally responsible for the claim. You know, so we would appreciate, you know, any,  
11 you know, creative ideas for how to address that, but it is the difficult part of solving  
12 this problem.

13 13:15: One of the reasons it's important to solve this problem, if I may  
14 just be so bold, is that when there's a significant percentage of claims that go denied  
15 under Workers' Comp, that creates a risk situation for the language companies that  
16 send interpreters out to do these claims. And so let's say the language company  
17 charges X number of dollars. I don't want to give a number.

18 13:37: Uh-huh.

19 13:38: And so they can't always pay the interpreters a high  
20 percentage of that, because they have to keep a certain amount of dollars for the  
21 risk scenario that that creates. As insurance agents, you understand that, because  
22 Workers' Comp becomes a high-risk scenario of nonpayers to the interpreting  
23 scenario. And so I've been told this by insurance--by language companies that--  
24 And so interpreters are then--because they get a lower cut of that amount of dollars,  
25 are less likely to want to take those appointments, because of that particular

1 situation.

2 14:19: I would--also would like to inform everybody, if you're not  
3 already aware, that the Department of Justice has put Labor & Industry in  
4 Washington State under the microscope, because there were gaps in the provision  
5 of interpreter services. So eventually Oregon might find itself in the crosshairs.

6 14:41: How does Washington State deal with these particular  
7 situations where it's--it turns out to be a denied Workers' Compensation claim?  
8 Does L&I basically pay the interpreter?

9 14:51: I think the best would be for you to directly contact Washington  
10 State L&I--

11 14:57: Okay.

12 14:58: --and find out. I think that would be most appropriate.

13 15:00: Okay.

14 15:00: Right. And just--Fred, just as a side note, because Washington  
15 is a little bit--is a mono-State, mono-line, they're the only insurer--they're both the  
16 regulator and the insurer, and they hold an entirely different statutory scheme,  
17 different payment scheme. It's--you know, it's informative to look to see how they  
18 handle things, but it's also not directly helpful.

19 15:32: Okay.

20 15:35: So if the first issue is essentially about looking at the time  
21 frames for expediting payment, my question--and I'm just asking, because I don't  
22 know. But if what I'm hearing from SAIF is that there's a delay because they're  
23 waiting to get the chart notes and review the chart note to see whether or not that  
24 service is compensable, if you're moving up to pay the payments more  
25 expeditiously, to some extent then is the insurer paying in good faith, and is there an

1 issue that then, potentially, if the service is found to noncompensable that that  
2 money would be recouped?

3 16:20: That's basically the issue at hand. Because when an iss--when  
4 a payment is delayed, often it's not paid. And also, how's the-- I mean,  
5 interpreters-- I mean, if SAIF finds that the interpreter--that the payment is not  
6 compensable, often it's because the interpreter did a good job interpreting, and then  
7 SAIF was able to find--or whoever was able to find that this is not a compensable  
8 service.

9 16:52: Do you have examples if that? Because--

10 16:53: No, I don't. But it...

11 16:54: --I mean, anecdotal stories are interesting, but, you know, I find  
12 myself just a little concerned. SAIF works really hard to pay bills as quickly as  
13 possible. And I think we have a pretty good reputation--

14 17:11: Excuse me.

15 17:11: --in the provider community for getting our bills paid.

16 17:14: I...

17 17:15: An interpreter service is really part of a medical service,--

18 17:22: I was trying to...

19 17:22: --and we pay it as part of a medical service. And we only pay  
20 medical service bills when we have support to pay them,--

21 17:30: I was...

22 17:30: --which is when we pay the interpreter.

23 17:31: I was not referring to SAIF specifically, but to insurers in  
24 general. I would just like to clarify that. I was not referring to SAIF specifically. I  
25 was just using the word SAIF to mean interpreters in general, so--I mean, insurance

1 companies in general. Because I have heard this from language service companies,  
2 that this is an issue with insurance companies in general. So...

3 17:50: Not paying for...

4 17:52: Not paying for interpreting services that have been provided.

5 17:56: But I'd guess was--when the interpreter services were paid,  
6 was it that it was a compensable injury or not a compensable injury?

7 18:06: When the interpreter services were paid, they were  
8 compensable injuries. But they were--but there's a certain percentage or frequency  
9 in which they're denied, because they're not compensable injuries or because the  
10 paperwork is turned in significantly late, or the doctor forgets to turn in the paperwork  
11 that goes in that says there was an interpreter at this--at the site. There's paperwork  
12 issues that go along with it, that the-- And so these issues come up. And unfort--  
13 So I have been told this by language companies that have spoken to me. And...

14 18:41: To some extent, are you asking for interpreter services to be  
15 reimbursed whether they're compensable and noncompensable?

16 18:48: Yes.

17 18:49: Yes.

18 18:49: Oh, okay.

19 18:50: I was looking at the--

20 18:51: It's basically...

21 18:51: --the time frames, and I thought that maybe that maybe that's  
22 what...

23 18:54: It's simply-- I'm saying that when an interpreter called by a  
24 doctor and we're going in good faith, assuming that the doctor has done his due  
25 diligence of saying that this is an injury that is a Workers' Comp, we have no control

1 over that. And so we have no over that issue. It's not within our control to have  
2 anything to do with that. And so we should not be left, you know, at risk.

3 19:26: I work in the accounting for Linguava Language company. And  
4 we deal with this issue a lot, because it takes longer for them to assess the medical  
5 part of th--than it does for us, yet they have to give us an answer within the 45 days.  
6 So we spend a lot of time chasing these down, that the fr-- And SAIF has told me  
7 that they try and hold it as long as they can until they get the medical in, but at some  
8 point they have to push it out and they deny it to us as no appointment recorded.  
9 And so then we have to resubmit it again. And so it does really slow things down. I  
10 understand both sides of it. And I appreciate them waiting for us--you know, holding  
11 it, at least as long as they can. But it definitely is an issue, because it really does  
12 slow down the accounts receivable process.

13 20:24: You know--and I don't think that this is the appropriate forum.  
14 But ultimately, interpreting services is going to be something bigger than this small  
15 set of rules. I mean, the issues that they raise--that the interpreters are raising are  
16 good issues. They're reasonable issues. They want to get paid. We, on the other  
17 hand, have, you know, an obligation to employers and policyholders. We also feel  
18 we have obligations to workers. And I guess what I'd suggest is that, one, we think  
19 about a solution that's bigger than Comp, or maybe than--just bigger than just  
20 individual insurers, and that--I don't know if we worked through the Department  
21 someway. Just--rattling around in my head. We've got a lot of forum yet.

22 But the other thing is, if an interpreter is planning to go out--to go to a  
23 medical appointment where the physician has made the request, that--then that bill  
24 becomes the physician's responsibility, not the insurance companies.

25 21:35: Correct.

1                   21:36: And if you want--you know, if you're concerned about it, then  
2 my suggestion would be contact the adjuster and get it preapproved, get that visit  
3 approved so that we know that it's happening. You know, those are conversations  
4 that can happen, and can improve the processing of those bills.

5                   21:57: One of the things that we're doing is we're...

6                   21:59: I have a question on the phone. And I'm so sorry, it's really  
7 hard for me to follow who is speaking and what sector you represent.

8                   22:08: Okay. I should have asked. If you think--when you're talking, if  
9 you can just kind of introduce yourself? You know, even a first name is great. I  
10 understand it's not always possible to do that, and we all forget, including me. So--  
11 but you go ahead, whoever just talked on the phone.

12                  22:25: This is Sandy with Healthy. So I just have a question, because  
13 I can't tell who might be representing a physician's office when you're talking, versus  
14 a carrier. And my question is just to the general room, and anybody who might know  
15 the answer. If an individual is--that is not an injured worker or not a claimant in the  
16 Workers' Comp system needs to go to a physician's office, and let's say, you know,  
17 who--they do have insurance, right. Everybody's supposed to have insurance now.  
18 So they have insurance, but they don't speak the same language as the physician.  
19 What happens in that scenario? Who provides interpreter services, if anyone? And  
20 then who is responsible to pay for it? I thought I heard someone initially talking  
21 about the physician being responsible, but I wasn't clear, and I don't know if we fully  
22 vetted that. I just want to understand how that works today, if anyone knows.

23                  23:22: Okay.

24                  23:23: Well, that was-- This is Jaye Fraser with SAIF Corporation.  
25 And I was the one who was saying that if someone goes into the medical to see a

1 doctor, then it's--and the doctor requests the service, it's their responsibility to pay  
2 the bill. Now, I would presume that they would then get that reimbursed by whoever  
3 the individuals--if it's not a Workers' Comp claim, but just a me--general medical  
4 appointment, that then the physician would seek reimbursement from the patients.

5 23:55: No.

6 23:56: No?

7 23:56: I didn't think they're allowed to pay,--

8 23:57: Uh-uh (no).

9 23:57: --no.

10 23:58: No, I...

11 23:59: So then the doctor is responsible.

12 24:00: Absolutely.

13 24:01: Yeah.

14 24:01: Yes.

15 24:02: Do regular health insurers-- This is Jennifer, Ombudsman for  
16 Injured Workers. In that situation when it's not a Workers' Comp claim, but let's say  
17 I have health insurance and I go to the doctor, but I need an interpreter, and the  
18 doctor brings in somebody, is that doctor allowed to bill the health insurance? Does  
19 the health insurer pay for interpreter services?

20 24:21: I cannot speak about.

21 24:22: No?

22 24:24: My understand-- This is Letty with Professional Interpreters.  
23 My understanding is no. Because whenever we get a request from a provider, you  
24 know, we do ask, who are we billing? And then they give us the insurance  
25 information. We say they don't pay for interpreters, but a lot of the private insurance

1 will not pay for interpreters. So then the providers either decide yes, I can  
2 (unintelligible) this interpreter, or I'll have someone in-house, or will use the phone  
3 interpreting. And they will do it that way, or ask us to come in, and they will pay for  
4 that interpreter.

5 25:01: The medical provider will?

6 25:02: The medical provider does.

7 25:03: Oh, okay.

8 25:04: So--and again, this is Jennifer, Ombudsman for Injured  
9 Workers. My understanding from the Workers' Compensation system is, prior to us  
10 having this in the rules there wasn't anything that addressed-- And it was just up to,  
11 well, maybe the insurer will pay, and maybe they won't. But that's my understanding  
12 as to why so much of the payment to the interpreters the--for the liability on the  
13 Workers' Comp carrier is tied to medical services, is because that's how we were  
14 able to create some guidelines for interpreters to get paid, by saying that if it's  
15 related to those medical services. I don't know if that's helpful, but that's my  
16 understanding of the background. And Workers' Comp carriers don't have to pay  
17 for services that are not compensable. So the 45 days, that's the same period of  
18 time that they have to pay a medical provider.

19 But I do have the question-- And this might be more directed at SAIF  
20 Corporation or any insurer, is that when a claim hasn't been accepted or denied yet,  
21 in the Workers' Comp land the insurer has 60 days to pay. Medical providers are at  
22 risk during that period of time of not being paid.

23 26:17. Uh-huh.

24 26:18: How do you deal with the interpreters in that period of time?  
25 Do you handle them just the same as you would a medical provider? Since the

1 doctor's office--

2 26:27: Right.

3 26:27: --is taking--you know, isn't...

4 26:29: Yeah.

5 26:30: Again, Jennifer, I think-- This is Jaye Fraser at SAIF. I think if--  
6 The way I've been looking at it, and maybe it's right or wrong, but that the  
7 interpreting service is part of the medical service.

8 26:43: That's the only way we were able to get it in a rule,--

9 26:45: Right,--

10 26:45: --was to tie it to another services.

11 26:46: --because we don't have the statutory authority to do anything  
12 more.

13 26:48: Right.

14 26:48: This is Beth at Linguava. And what that does to us sometimes  
15 is puts us in limbo.

16 26:54: Uh-huh.

17 26:55: We're treated sometimes as a vendor, rather than as a  
18 provider. And so particularly with the third-party brokers, it's difficult for us to get  
19 through to the right person and get our claims through, because they don't through  
20 medical to be vetted. They go someplace else to be--as a vendor.

21 The question about insurance is, to my knowledge, we--there aren't  
22 any private insurance companies that we currently bill, or that I know of that cover  
23 interpreter services. All of the OHP--anybody that gets money from the State, those  
24 do cover interpreter services. So we do bill FamilyCare and Health Share and  
25 WVCH and those types of--those-- We can't bill CareOregon. They don't pay for it.

1                   But we--there's a-- Then that's another issue. You know, there are  
2 some that will pay us directly and there's some we can't bill at all. So whether or not  
3 the provider then, I'm assuming, would be billing that insurance, if there was that  
4 secondary insurance, as opposed to the Work Comp. And for the contracts--

5                   28:07: This is...

6                   28:08: --for--that we have with our providers are more and more going  
7 to--if it's a cancellation, then the clinic pays. And they don't like that. And again,  
8 it's--you got to share the risk all the way around, because we're paying our  
9 interpreter no matter what. The interpreter was there, provided the service. So our  
10 company is paying our interrupter. So we've had to work out with the providers what  
11 happens in the case of a denial. You know, sometimes, we'll--we will have, I don't--  
12 20 appointments and it's fully denied, and our interpreter has been there, you know,  
13 for each one. And I understand the providers have that risk as well. It's a matter of  
14 sharing the risk.

15                   28:50: Someone was trying to come in on the line, on the phone. Was  
16 it you, Sandy?

17                   28:556 Yes, this is Cindy Roat from Washington State. First of all, I  
18 want to apologize for coming late to the call. And secondly, I'm a little bit on the  
19 outside here, as I don't actually live in Oregon. But I am a national consultant on  
20 language access in healthcare, and so I've been following these discussions in  
21 many states around the country. And I think the bottom line is nobody's going to be  
22 happy with any kind of a solution here.

23                   But I think that what makes sense is recognizing that the ultimate  
24 responsibility for the provision of language access, according to the 1964 Civil  
25 Rights Act and the interpretations of the federal government, falls on the provider of

1 services, so--or I should say the recipient of federal funding, which would be the  
2 provider of services. So in this case, it really is the doctor's office responsibility to  
3 pay the interpreter, or to pay the agency that they contracted to provide the  
4 interpreter, as the case may be.

5 And I'm wondering if there is a mechanism for the--basically, to have  
6 those interpreters paid in a reasonable frame of time by the doctors' offices, and  
7 then have the doctors' offices include this service in their bill to Workers' Comp. And  
8 Workers' Comp would then pay it, if it turns out that the services are compensatory.  
9 Or if not, then the doctor is going to be held responsible for paying that. The  
10 insurance companies probably might pay the medical bill, but will not pay for the  
11 interpreter. That's for sure. I know the doctors' offices aren't going to like that. But  
12 in the end, according to the Civil Rights Act, it is their responsibility to provide  
13 language access.

14 I also want to say I think that there's a du--a dual issue here, which I  
15 think you brought up. One is the issue of, you know, who is paying, and is the  
16 interpreter going to get paid. But the second is the time frame of being paid. You  
17 know, interrupters are not big clinics. They're not big organizations where they have  
18 a large cash flow. They're--most of the time, they're freelancers working very close  
19 to the edge, and they can't really wait 45 to 90 days to be paid. You know, if that's  
20 what's going to be the rule, I suspect that most of your interpreters will simply not  
21 take L&I appointments at all, because they simply can't afford it.

22 In Washington State, we saw this where it was taking 90 days for  
23 interpreters to get paid, and the best interpreters simply declined to take State  
24 appointments at all. This was through the DSHS up here. They just wouldn't take  
25 the appointments, because they couldn't afford it. So I think that there's two issues

1 that we need to be thinking about.

2 Let me go back and ask the group. What is the possibility of ha--of  
3 requiring providers to pay the interpreter in a timely fashion, and then get reimbursed  
4 by the State?

5 31:45: Yeah, I'd like to hear your thoughts on that.

6 31:49: Who do you mean, the State? The...

7 31:50: I guess the question will be...

8 31:51: Labor and--Workers' Compensation.

9 31:55: Wow. You're--you know, you're asking providers to assume  
10 more risk on top of the risk they already assume.

11 32:03: It's...

12 32:03: I'm sure many in the room already know that, you know, as  
13 providers, when someone comes into our office and if there's a need, we take care  
14 of that patient. There's no guarantee at that point in time that the claim is going to  
15 be accepted, or that that patient has private insurance. We absorb thousands and  
16 thousands and thousand of dollars every year in bad debt, because we are not paid  
17 either by the patient, nor the carrier or any other entity. So to ask providers to  
18 assume more risk, it's going to compromise care, I can tell you, down the line,  
19 because we just won't be able to continue to provide services.

20 In addition to that, you indicated that federal law makes it mandatory.  
21 None of our facilities take federal funds, so we need to determine if this law would  
22 extend to Worker's Compensation. And I kind of stated that a little while ago.

23 32:53: Yeah. This is Sandy.

24 32:55: This is Matthew.

25 32:57: I'm the...

1                   32:58: Okay. Well, let's hear from Sandy, and then we'll go to you,  
2 Matt.

3                   33:02: Just real quickly. So Cindy, thank you for the information that  
4 you provided. And I agree with the gentleman that just--who sounded like a medical  
5 provider or a representative from a medical provider. The reference that you made  
6 does pertain to federal funding, and it is (unintelligible) Medicaid program, Health  
7 and Human Services. And so they bake in that--or app--it's supposed to be baked  
8 into the reimbursement for those services that physicians spread out that cost of  
9 their overhead for providing those services.

10                  But we all, I think, recognize--or many folks recognize that the federal  
11 programs aren't necessarily delivering the highest quality of care, because they're  
12 pressing the provider so significantly on the reimbursement side. And there's also a  
13 lot less paperwork, a lot less administrative burden with Medicaid programs,  
14 because you're e-billing everything, you don't have medical records, you don't have  
15 phone calls, all other good hassle factor that we've talked about before. But I just  
16 keep coming back to, how does this work in the real world, outside of Workers'  
17 Comp and outside of federal programs? How does it work for just Joe--you know,  
18 Joe Blow off the street who needs to go see a doctor? And somehow it works.  
19 People get ca--medical care. They're able to communicate and-- They do it with a  
20 family member or--you know. So there's...

21                  34:34: Oh, I'm sorry. I have to jump in here. I have to jump in here.  
22 Using a family member to interpret is like using me to put in a PICC line. You know,  
23 interpreting is not--interpreting is a skill. And it is a well-developed skill for which  
24 people are trained and certified. And to say that you can just use the 12 year old to  
25 interpret for your L&I claim, you know, it's basically saying to that doctor, you're

1 going to be providing medical care at the level of a 12 year old, because that's all the  
2 information that you're going to be able to get. And there will be no professionalism.  
3 There's no knowledge of medical terminology. I mean, this is not an acceptable  
4 answer. You need to have professional interpreters. And if you're going to get  
5 professional interpreters, they need to be paid in a way that they will continue to  
6 provide services, and not just, you know, leave the field.

7 I understand that the providers are being pressured financially, and I  
8 understand that that's a real problem. On the other hand, when you look at the  
9 overall income and cash flow of a provider service compared to the overall income  
10 and cash flow of a freelance interpreter, you know, there is a justice question here  
11 as to who can best be asked to bear that burden. Are we going to put that burden  
12 onto, you know, somebody who's--you know, financially, is making very little money  
13 and barely scraping by, or are we going to put that burden onto a provider's office  
14 that, I'm going to guess, is at a little bit of a higher profit margin?

15 In addition, there is a good point. I didn't realize that the providers'  
16 offices you're talking about take no federal funding at all. And then I'm assuming  
17 then that your L&I--that your L&I is not--your Workers' Compensation then is not  
18 using any kind of federal funding. That's all State funding.

19 36:36: We don't have L&I here.

20 36:36: I didn't know that.

21 36:37: Yeah.

22 36:37: But there is a question--but there is even a question of the  
23 quality of the services you're providing. You cannot provide any degree of quality  
24 services to a person who is (unintelligible) English proficient if you don't have a good  
25 interpreter. Because the information that you're getting from the patient and the

1 understanding that they're receiving from the provider is to be--is in question, if not  
2 worse. And so, you know, if I were a medical provider, I would not want to provide  
3 services to somebody I can't speak with, unless I had a good interpreter there so  
4 that I can make sure that they're understanding me and I'm understanding them.

5 Since L&I is kind of a--Workers' Compensation is kind of, actually, a  
6 legal process to a degree, because, you know, there's a question of, you know,  
7 making sure that these are compensatory services, I would think that the question of  
8 adequate interpreting would be central to the concern. Because if you don't get the  
9 good information, then you're not going to be able to adequately determine whether  
10 or not this is a compensa--a compensable service.

11 37:46: Just a couple of points of clarification. There's not an L&I-type  
12 system in Oregon. And maybe you didn't know that, perhaps. But there's a--I think  
13 they call it a three-way system. We have a State fund. We also have private  
14 insurers, and we also have self-insured employers. And also, we're not--we're going  
15 to talk about the issue of, you know, family members interpreting at exams. That'd  
16 be Issue No. 5. So it's definitely on our agenda to discuss today. But...

17 38:14: I just want to say just one sentence in support of what Cindy  
18 has just said. A medical provider who is not able to effectively communicate with his  
19 patient is not practicing medicine, but veterinary medicine like a veterinarian, if you  
20 cannot talk to your patient meaningfully.

21 38:37: Thank you. Helen?

22 38:38: I just forwarded a post from the OSTI website to Fred so he can  
23 forward it to everybody on the recent regulations, the--from the Affordable Care Act  
24 on interpreting services, so he can forward it to everybody, so everybody can be  
25 aware of the new regulations that affect not Medicare and Medicaid, but normal

1 medical provision of interpreting services in just normal medical appointments for  
2 doctors, because there are fresh as of May 13<sup>th</sup>. And so this is--doctors may not be  
3 up to speed on those, but you should be aware of this as you write the regulations.  
4 And so I think maybe people have not been totally informed on these new  
5 regulations. But as we write the rule, this is something you should be aware of. So I  
6 just forwarded this to you again.

7 39:31: Okay. Thank you, Helen. I'll forward that on to the committee.

8 39:34: Thank you.

9 39:34: And a little while ago there was, I think, a gentleman trying to  
10 talk on the phone. It might have been Matt or Mathew.

11 39:41: Yeah. No, this is Matthew U'Ren. I just wanted to make the  
12 point about--most of the private providers are not receiving federal funding.  
13 Somebody else made that point before I could say it, so...

14 39:52: Okay. Thank you.

15 39:54: I guess the only other point I would make on this one is I do  
16 think it's inappropriate for the carriers to wait for the doctor's bill in order to pay the  
17 interpreter's bill. Some providers are extremely lax in their billing. And I've talked to  
18 with interpreters who've told me that they waited six months or more, because the  
19 provider's not in a rush. And all of a sudden their bill is stuck waiting for whatever  
20 the provider wants to do. And this is regardless of whether it's an--you know,  
21 whether it's an accepted or denied claim, or still in suspended status. So I don't  
22 know what the solution is for that. But even if it's not reducing, you know, the  
23 payment time from 45 to 14 days, I think it should be an absolute 45 days from the  
24 date the interpreter submits the bill.

25 40:42: Okay. Thank you, Matthew.

1 40:43: It shouldn't be dependent on somebody else's practices,  
2 however slow or quick they may be.

3 40:51: May I just add that if a solution that is satisfactory to all  
4 stakeholders is not found, most likely market laws will kick in, and interpreters will  
5 charge a lot more for just any L&I appointment, because they want to build a  
6 protection for the risk of not getting paid. So one way or the other, it will be solved.

7 41:16: Yeah, you can't...

8 41:17: And they can't do that here.

9 41:18: You can't do that here.

10 41:18: Yeah.

11 41:18: Yeah.

12 41:19: But we do have a cap on fees; right? That's also on our  
13 agenda to talk about today, in terms of whether the...

14 41:24: We'll decline Workers' Comp appointments.

15 41:26: Right.

16 41:27: That's happening already.

17 41:28: That's right.

18 41:31: Okay.

19 41:31: I have a...

20 41:32: Go ahead.

21 41:33: This is Jennifer, Ombudsman for Injured Workers. Just a  
22 process question. Is there a difference between when a medical provider hires the  
23 interpreter, and the worker is choosing the provider and having them go along? Is  
24 there a difference in the billing process or responsibility? I'm actually asking on the  
25 Workers' Comp side, as well as on the interpreter side, because I don't know.

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41:59: Not...

42:00: If the doctor's office calls and says, I've got this patient coming in and they need interpreting services...

42:07: You're talking direct contracting. Is that what you're ask...

42:10: Sure.

42:12: Well, it's definitely cheaper, because you don't have--

42:15: Well,...

42:15: --one day of minimum.

42:16: I mean, whose liability is that bill?

42:20: I looked through your rules and I saw something about--that if the claim was denied, then the injured worker could be held responsible for paying for the bill, which there's no other field where an injured work--where a worker would be responsible for paying an interpreting bill for medical care. That is just--there's no other area of in--of medical fee--of medical interpreting where a patient is be--is responsible for paying for their own interpreting.

42:49: That could open discrimination.

42:52: But in answer to your question, I don't mean to speak for you, Jaye, but I thought I heard you say earlier that if the medical provider hired the interpreter, the medical provider is then the responsible party one way or another, and the insurance company is not actually a part of that.

43:04: If you think about it as a doctor saying-- If I'm a doctor and I have a patient who doesn't speak English, and since I speak very little Spanish, I would want to bring some-- You know, maybe they speak Italian. And Italian is near and dear to my heart, because when my husband I were on a trip about a year ago my husband fell and ended up in the hospital for five days. So I would've been really

1 grateful for a translator. And we did seek a lot of medical care, so I really do have  
2 so--quite of empathy. You know, I have some really humorous stories, too. But if  
3 it's part of the doctor doing their work--or even as a lawyer. I'm a lawyer. If I were to  
4 have someone come in and I needed--to do my work for them, I needed an  
5 interpreter, it would be part of my service, which is why I think in the Workers' Comp  
6 system, the--when the medical provider says I need an interpreter to adequately do  
7 this work, they hire somebody. Then we pay it with--we pay that bill with the medical  
8 services bill.

9 44:26: Okay. It's--when we don't pay for it is when the-- This is a  
10 question. Sorry, this is Jennifer again. When the medical provider has people on  
11 their own staff that they're paying, we don't--

12 44:40: Right, because--

13 44:40: --pay them back.

14 44:40: --they've billed it--I'm sure they'd bill it over...

15 44:41: But if they've had to contract and bring in somebody, then the  
16 expectation is that the medical provider's paying the interpreter, so you get paid  
17 regardless. And then the provider sends the interpreter bill in with their bill for that  
18 appointment.

19 45:00: Usually, it comes separately.

20 42:02: Okay.

21 45:02: Which is, I think, part of the angst for the interpreter community,  
22 is that they send their bill directly to us. Never questioned why that works. But we  
23 get it. And we might get their bill 30 days before we get the doc's bill.

24 45:15: I gotcha.

25 45:16: Right.

1 45:16: And we then...

2 45:18: Well, I mean...

3 48: 19: Well, the process--we have to process-- We get lots of bills  
4 that come in fully--you know, with all the chart notes, everything we need. And those  
5 bills get paid--

6 45:28: Yeah.

7 45:29: --right away. And the interpreter bill would get paid. So--but  
8 when we get medical bills that come in without the adequate support, then we have  
9 to go back to the doc and say-- And e-billing. Nancy's sitting here with e-billing.  
10 The bill would be rejected. We wouldn't even see it. It wouldn't even come through.

11 45:51: What...

12 45:51: In answer to your question about an individual contracting, we  
13 don't con--Linguava does not contract with individuals. We do not bill individuals.  
14 We contract and bill providers.

15 46:05: Okay. This has been very good discussion. And we spent  
16 quite a bit of time on Issue No. 1. Not quite an hour. But we do have other issues  
17 we need to discuss this morning. As was noted by at least one committee member,  
18 this is complicated, and there's no easy solutions. We'll take all the information back  
19 with us. We'll look at what the Affordable Care Act says in terms of provider  
20 responsibilities. So we'll do a little more research.

21 If you--as with all of the issues we're going to discuss this morning, if  
22 you have additional thoughts after the meeting, please send me an e-mail, or pick up  
23 the phone and just call me. We want all of your input, so that when we talk with our  
24 administrator, and if our administrator talks with the Director, however high it has to  
25 go, we have as much information as possible, so that we don't make any decisions

1 in a vacuum. So I appreciate it. Any last thoughts on this issue, before we move on  
2 to Issue No. 2?

3 46:56: Fred, this is Joe from--Joe Martinez again. Just so that-- I sent  
4 an e-mail to my colleagues to get some additional information on how we do it. And  
5 we actually do use a third party, and we have the ability to go online via phone or  
6 some other mechanism. And if we need someone to interpret, then we use a third-  
7 party service for interpretation.

8 47:20: Okay.

9 47:20: Because if we--at many times, we--you will not have anybody  
10 there capable to interpret, you know, Korean or Chinese or whatever it may be that  
11 that patient if there for. So we have a third-party service because we found it  
12 necessary to do so. So from that perspective, we do provide that service.

13 47:39: Okay. Thank you, Joe. Okay. Issue Number 2. "Unless  
14 otherwise provided by contract, insurers must pay the lesser or the maximum  
15 allowable payment amount for the interpreter's usual fee. Insurers must use the  
16 following table to calculate the maximum allowable payment for interpreters." And  
17 interpreter services of an hour or less are paid at \$60 an hour, again, unless the  
18 interpreter actually charges less than that. American Sign Language is \$70. And  
19 then it shows how it breaks down into 15-minute increments, and that they are  
20 payable in 15-minute increments, and it talks about no-show fees for certain types of  
21 examinations.

22 So I'd appreciate your input on whether we should--the Division should  
23 raise the maximum payment for interpreter services. That rate has been the same  
24 since 2010, and was established through stakeholder advisory committee meetings.  
25 A stakeholder suggested that WCD raise the current \$60 hourly rate. And they

1 pointed out that the \$60 rate is nice, but it seems you were intending that as an  
2 interpreter fee. In reality, it is what the language companies get paid, and a portion  
3 of that gets to the interpreter. So they would like us to allow companies to charge an  
4 administrative fee, but still pay them an honorable rate. So just to kind of open that  
5 up for discussion, in terms of the adequacy to sufficiency of fees. And also, there's  
6 the related issue of the breakdown of the administrative fee versus what the  
7 interpreter actually gets paid. So I'd appreciate your thoughts on any of that.

8 49:23: I have a handout.

9 49:26: From Washington State, our contribution to this discussion is to  
10 show you what happened when the State reformed the procurement process and  
11 separated administrative fees from direct service fees. And we still have a statewide  
12 vendor, which is a language company, but this pie chart should probably show the  
13 progress. So we went from about 40-something percent be spent in administrative  
14 overhead to now only 10 percent. So interpreters got a higher pay, and the  
15 company still are doing very good business. So it is--it can be worked.

16 The other thing that we have found not helpful is to cap how much  
17 you're going to pay an interpreter. Because reality, you have to let the market do  
18 what it does best and set those prices according to supply and demand. So for  
19 languages of very high demand like Spanish, you can get interpreters for a much  
20 lower amount, because there is ample opportunities to get work. But for language of  
21 low demand, you're going to have to pay double or triple. And if you capped all  
22 languages with the same, you don't allow the market to adjust itself.

23 On the other hand, if you put a floor, like, you're not going to pay them  
24 less than this, and leave it open, then Spanish, for example, in Washington State is  
25 at least 50 percent of requests, will stay low. And then languages which are very

1 rare will go really high, but everybody will get language access.

2 The third recommendation is to switch to units--billable units. We have  
3 found that-- Yeah, that's fine. Yes, thank you. We have found that keeping these  
4 billable units of 15 minutes allows you very well to establish, for example, which is  
5 the average length for that interpreted appointment, and then you can adjust your  
6 needs according to that. It's easier to calculate, because one medical appointment  
7 may be 30 minutes, may be one hour and a half, two hours. So when you break it  
8 down in billable units, it makes tracking a lot better.

9 So this is on the healthcare authority website. This is public  
10 information posted online. And it shows what has been happening ever since the  
11 procurement reform went into place at the end of 2012.

12 52:06: Okay. I really appreciate that. Thank you very much. And  
13 thank you, Helen for the handout.

14 52:10: You're welcome.

15 52:16: Okay. I would just like to ha--get your advice, your thoughts on  
16 the sufficiency of fees and the input that we've had so far.

17 52:24: One of the things we did on this handout was we also  
18 documented the rates that are being paid to Oregon certified court interpreters, the  
19 Medicaid rate being paid to interpreters in Washington State, the Workers'  
20 Compensation being--rate paid to interpreters in Washington State. So--because if  
21 you're going to hire interpreters who are certified, you're going to be competing with  
22 those markets, and you need to be aware of what you're competing with if you want  
23 to hire interpreters that are certified in those markets. Now, these are publically  
24 available. We put the website links there so you can know that these are verifiable  
25 rates that are publically demonstrable, not anything that we made up.

1 53:07: Thank you very much.

2 53:07: You're welcome.

3 53:08: Can I ask for some clarification on the--when it says Page 2,  
4 Issue 2?

5 53:12: Yes. Well, that's the--

6 53:13: Is that a recommend...

7 53:13: --wrong page number.

8 53:16: That's...

9 53:16: Yes.

10 53:17: That's your recommendation, or that's how it works in  
11 Washington? The first--the top half of the page, what is that?

12 53:22: The top half of the page is a recommendation, that we  
13 recommend that an interpreter be paid for a minimum one hour-- Actually, I would  
14 recommend that be--it set--I would recommend that they be paid for a minimum of  
15 an hour and a half, because...

16 53:38: You're changing this, then?

17 53:39: I would like to change that to be paid for a minimum of an hour  
18 and a half. So it'd be ba-- So the minimum be six units, because of exactly what  
19 (unintelligible) was saying, that the appointments generally last over an hour. So  
20 since you're going to be paying that overage almost every time, you might as well  
21 just make the minimum six units. And then you're not always having to pay that  
22 extra.

23 It also allows-- For example, when my plumber comes to my house,  
24 he always charges more for the first hour than he does for the second one. And  
25 that's includes his driving time, his setup time. And then--it just helps you establish a

1 better relationship with that interpreter. So you charge, you know, a minimum six  
2 units. And then you start from there, because that's the normal expectation, that the  
3 appointment is going to last about six units. The courts, for example, have a  
4 minimum two-hour rate. That's what you're competing with. Court interpreters are  
5 just not going to come for less than a two-hour minimum.

6 54:45: I guess I thought we had increments. So this unit thing...

7 54:58: Well...

8 54:49: I thought our rule actually sort of...

9 54:51: The rule is going...

10 54:54: It's basically the same thing. It's just--

11 54:54: It's basically the same thing in different terms.

12 54:56: --tomato/tomato.

13 54:57: Okay.

14 54:58: It's--we chan--we used to have it in 1-minute increments.

15 55:02: Uh-huh.

16 55:03: And then we made it more--

17 55:05: Fifty.

18 55:06: --the same as medical, which has a 15-minute unit. And so  
19 that's basically what we--

20 55:12: Okay.

21 55:12: --use now too.

22 55:12: But the difference is that, in your terms, the first hour actually  
23 lasts an hour and eight minutes. With this system, the hour would last an hour, not  
24 an hour and eight minutes.

25 55:23: Well, again, this is Jerry with the Work Comp Division. But

1 again, this is the same as with medical providers.

2 55:31: Okay.

3 55:31: If you go to a physical therapist, and the physical therapist  
4 does, let's say, 20 minutes of something, he can only charge one unit, not two units,  
5 even though it's 15-minute increments. It's only if it's 22 minutes or more that then  
6 they can charge an extra unit. So that's basically the same as with medical  
7 providers, the system that we have currently in place.

8 56:00: That's a difficult system for interpreters to understand. We're  
9 not used to-- I mean, that we'd look at our watch and say, okay, we started at 10:00  
10 o'clock, it's now 11:00 o'clock, I'm ticking into the next 15-minute block. We just  
11 don't think that way. And so when we bill to the interpreting company, they know we  
12 clicked into the next 15-minute block, so I'm submitting the next 15-minute block.  
13 And because it's 11:05, I'm into the next 15-minute unit. And when they say, no, you  
14 didn't, because it's-- I mean, so it creates confusion with all the other systems that  
15 we're billing. So we need to be unified with the other systems that interpreters build.  
16 That needs to be more clear. The last time I was here, the other...there was an  
17 attorney in the room who totally agreed with that--with what I was submitting in that  
18 sense. It's unclear to interpreters. It's difficult for us to manage. I don't know if the  
19 other interpreting companies who are in the room would have any disagreement or  
20 confusion on that regard, as far as how the billing works.

21 57:04: It's different with the Work Comp than it is-- Yeah, we would go  
22 normally--we would go every 5 minutes, not every 15. So if you clicked over to one  
23 after, you would be at five minutes after for the interpreter. So it's a longer amount  
24 of time before you round up. So it is different than the way we bill otherwise. We  
25 pay the interpreters all the same, but we bill differently.

1                   57:31: One little comment about the minimum billable units when you  
2 establish a rate. It is very important for interpreters, because if you are going to stay  
3 with a one-hour minimum, once the one hour has passed, the interpreter will leave  
4 because he needs to take care of other appointments. Which explains why many  
5 courts have established a two-hour minimum, to make sure the interpreter doesn't  
6 leave in the middle of a hearing, or whatever legal proceedings they're in.

7                   So finding out the average length of an interpreted appointment for  
8 Workers' Compensation would be a very useful piece of data to have in order to  
9 decide which would be the most appropriate hourly minimum in cases of Worker's  
10 Compensation performance.

11                   58:16: Does Oregon have data on that?

12                   58:18: Not to my knowledge.

13                   58:20. No. I mean, you know, from a medical--from a provider  
14 standpoint, you can definitely--you know, pretty much say that the first appointment  
15 is way longer than, you know, routine follow-up. So I don't think we can-- If we want  
16 to argue that, we can't just say, well, that's the average an appointment lasts.  
17 Because again,--

18                   58:45: I gotcha.

19                   58:46: --there are huge differences between appointment times. And  
20 so I think that it's kind of dangerous to make that assumption. And you know, when  
21 we created the fee schedule for interpreters with that hour minimum, the idea was  
22 more to make sure that the interpreter gets a least paid that much.

23                   59:09: Okay.

24                   59:10: It--the idea was not that the interpreter would schedule an hour,  
25 and then after an hour be available for another appointment. That was not kind of

1 the driving force behind that. It was really more of well, we want to make sure that  
2 the interpreter gets at least an hour paid, even if the appointment only lasts 10  
3 minutes, you know, so...

4 59:34: I would like to explain something else about what happens at  
5 an appointment. The interpreter is not involved just from the time the patient starts  
6 talking with the doctor. But the interpreter's appointment--involved from the 15  
7 minutes before the appointment, when the patient is filling out paperwork in the  
8 waiting room. That time is also compensated, I assume, because that's when the  
9 interpreter's work actually starts.

10 59:59: Correct.

11 59:59: And so the appointment time for the interpreter is longer than  
12 the appointment time for the doctor.

13 1:00:06: Correct. Absolutely.

14 1:00:07: And the appointment time for the interpreter finishes when  
15 the patient finishes making his follow-up appointment at the front desk, which is  
16 actually longer than the time that the patient had with the doctor. So it's a longer  
17 time than what the patient has...

18 1:00:23: The rule is not tied to an appointment time.

19 1:00:26: Well, okay. I just wanted to make that--

20 1:00:27: Right.

21 1:00:28: --clear, because it's...

22 1:00:28: Yeah, they can...

23 1:00:28: The current rule is not tied to an appointment ...

24 1:00:29: But again there, you know, if you have a routine visit,  
25 (unintelligible) any paperwork.

1 1:00:35: Okay.

2 1:00:36: You have the paperwork, you know, in the beginning. And  
3 then maybe at a follow-up evaluation, you have, you know, a bit of paperwork. So  
4 again the routine visit shouldn't have much paperwork. The first visit, probably it's  
5 going to have, you know, quite a lot of paperwork, especially with Work Comp.

6 1:00:55: And just a reminder that medical visits are generally  
7 interpreted in the consecutive mode, which basically doubles the time of the  
8 appointment.

9 1:01:04: But nothing prevents that from--

10 1:01:05: No.

11 1:01:05: --being paid; right?

12 1:01:06: Right.

13 1:01:07: But there's no minimum.

14 1:01:07: No, no. I'm just pointing out this--little issues that you may  
15 want to look into, the--what is the average length for a Workers' Compensation  
16 interpreted appoint--which most likely will be double of the monolingual.

17 1:01:23: But nothing in our rules--

18 1:01:24: Not in rules...

19 1:01:25: --ties it to a minimum time of an appointment. It's based on  
20 services, so...

21 1:01:27: Well, if you are--when you're saying interpreter services of  
22 more than one hour, aren't you kind of establishing a one-hour minimum?

23 1:01:36: No, not at all.

24 1:01:37: They're insuring that if you only spend 15 minutes, you're  
25 going to get paid for an hour.

1 1:01:41: That's right.

2 1:01:41: Well, that's a one-hour minimum--

3 1:01:43: Because--

4 1:01:44: --when it comes to price.

5 1:01:44: --before the rule went into place,--

6 1:01:46: Right.

7 1:01:46: --you may not have gotten the full hour, taking into

8 consideration--

9 1:01:50: Yes.

10 1:01:50: --the travel.

11 1:01:51: Maybe not.

12 1:01:53: I just want to point out, if you look at the Medicaid line with no

13 mileage, average length of appointment was 1.17 billable hours. So that's where I'm

14 drawing my data that the average length of appointment of a Medicaid appointment

15 in Washington State was over an hour. So that's where I'm drawing the--that was an

16 average length of time of a normal appointment, of Medicaid appointments in

17 Washington State, from the data that we crunched and gave you here.

18 1:02:20: I have actually--and it's here too.

19 1:02:22: So that's...

20 1:02:24: Well, you know...

21 1:02:25: And those would be comparable to normal appointments in

22 the Workers' Comp side, as well.

23 1:02:29: Well, I'm not sure about that.

24 1:02:32: Of course...

25 1:02:33: You know, with Work Comp, I think you have more routine

1 follow-up visits than you have in Medicaid. I think in Medicaid, you have more--you  
2 know, where a patient comes with a new problem to the doctor.

3 1:02:45: That's possible.

4 1:02:45: And so I think-- I'm just saying, you know, we have to be  
5 careful to just say--

6 1:02:51: Well...

7 1:02:51: Well, if Medicaid...

8 1:02:52: It's the data that we have available to analyze.

9 1:02:55: Okay.

10 1:02:55: And so we just analyzed the data we had available and said,  
11 well, you know, from the data we have available, we can average out that those  
12 normal appointments were 1.17 hours. And so that's why we...

13 1:03:05: I think that I would also be remiss in my duty not to alert you  
14 that mileage has been--I mean, mileage reimbursement for interpreters in  
15 Washington State has been very problematic. It's kind of prone to fraud. And L&I  
16 has had very serious issues with this, and there has been criminal charges. So we--  
17 in the end, when we negotiated our last collective bargaining agreement, we took  
18 away mileage, and now it's just a flat fee with no mileage for Medicare  
19 appointments. So I'm just cautioning you about it.

20 1:03:40: I do want to make a comment about that. In speaking to a lot  
21 of interpreters--

22 1:03:44: We can raise the rates.

23 1:03:44: --in the State of Washington, okay, when they took away the  
24 mileage, a lot of interpreters that used to go different parts of the state no longer  
25 wanted to go because they weren't being paid mileage. So that kind of is not

1 providing a service to those people that are out there. So I don't agree that, you  
2 know, that was the best choice.

3 1:04:06: In Oregon, we do pay mileage.

4 1:04:07: Yes, you do.

5 1:04:08: We do.

6 1:04:08: We're not proposing not to.

7 1:04:09: Right.

8 1:04:09: Yeah.

9 1:04:10: I'm not saying--I'm...

10 1:04:10: Unless you suggest that.

11 1:04:10: No. We appreciate the information, though. And we...

12 1:04:13: (Unintelligible) mileage...

13 1:04:14: I give you the information--

14 1:04:15: Yeah.

15 1:04:16: --for you to consider. I would remiss if I don't point it out.

16 And it is true that perceptions are not always reflected by reality. When we analyze  
17 the data, the field rate--the statewide overall field rate hasn't changed before--with  
18 mileage and after mileage. And I didn't bring that table today, but I'll forward it to  
19 you.

20 1:04:38: Okay.

21 1:04:38: So perceptions and data.

22 1:04:41: So I've heard a couple of things. You know, change the  
23 hourly minimum maybe to 90 minutes. I think, Helen...

24 1:04:46: Uh-huh (yes).

25 1:04:47: And we're actually talking about Issue No. 3 now, whether we

1 know it or not, which was about a proposal for a two-hour minimum. I didn't hear  
2 anyone propose an actual dollar amount. I did hear someone say that we should  
3 actually remove the caps on the fees and let the market actually set the fees for the  
4 system. I think I heard that correctly. Does the...

5 1:05:07: Yes. That would eliminate the need for the last line, which is,  
6 "An interpreter who's the only person in Oregon," which has been a very  
7 problematical line in your system. I would also remove the \$15 and \$17.50 and  
8 switch those to 25 percent, which is essentially what they are, if I could make that  
9 recommendation. So if you'd remove the cap, then you'd just switch those to 25  
10 percent. And where it says \$60, you just write a 100 percent rate in terms of  
11 percentages, instead of making those in terms of dollar amounts.

12 1:05:42: Okay.

13 1:05:42: That would be more helpful guidance.

14 1:05:44: Percent of what?

15 1:05:45: Yeah, percent...

16 1:05:45: Percent of the hourly rate.

17 1:05:47: Of whatever they want...

18 1:05:48: Of whatever hourly rate--

19 1:05:48: Of whatever they want to charge?

20 1:05:49: --has been negotiated.

21 1:05:50: Well, is...

22 1:05:51: Well, that's what we had before.

23 1:05:53: It is what you had before, but...

24 1:05:55: This is Jaye Fraser from SAIF Corporation, and I've been  
25 sitting on my hands and my tongue.

1 1:06:02: Sure. I expected that.

2 1:06:04: Oregon's system is very different than Washington's. We  
3 won't have a collective bargaining agreement for interpreters. We have more than  
4 one payer, so we have competition in our marketplace. And as a result of that  
5 competition-- You know, you talk about mileage fees and the cheating that may  
6 have gone on. At least, that was what I surmised from what you were saying. We  
7 have auditors we sit and look at every single bill that goes through our offices. Every  
8 single bill gets audited. And so we avoid some of those systems that Washington  
9 L&I doesn't do. I know that they don't do that.

10 So, you know, I appreciate your desire to inform us of things. And  
11 that's good to know some of this stuff. But I think we-- I don't know. I'm just  
12 speaking on behalf of my colleagues at the Workers' Comp Division. Let's move  
13 forward on what we want to do with the Oregon system, as opposed to spending  
14 quite as much time-- Because I don't think what's happened in Washington--it's  
15 informative, but not all that helpful, from my perspective.

16 1:07:17: Yes. Loretta?

17 1:07:18: Loretta Breedlove, Oregon Judicial. I don't really have a dog  
18 in this fight. However, I sit on an RFP committee with DAS and several other State  
19 agencies working on a potential statewide, enterprise-wide contract for interpretation  
20 and translation services.

21 1:07:39: For the court? For the court?

22 1:07:42: It's for the--enterprise-wide. Everything...

23 1:07:43: Oh, enterprise-wide. Thank you. I just didn't want...

24 1:07:44 ...that goes through Oregon procurement services.

25 1:07:47: Okay.

1 1:07:49: If this thing flies, it'll be a--likely, a mandatory-use contract.  
2 1:07:56: But it can't be a mandatory-use contract for private--  
3 1:08:01: Insurers.  
4 1:08:02: --insurers.  
5 1:08:03: State-- Well, I mean, it depends on whether they go...  
6 1:08:06: No, it's a mandatory rule.  
7 1:08:08: But what I think could be very interesting, and I sort of  
8 mentioned something earlier in the meeting, that maybe we need some kind of a  
9 system-wide approach.  
10 1:08:19: Uh-huh.  
11 1:08:20: So...  
12 1:08:21: It may affect the Workers' Comp side of this.  
13 1:08:25: They don't pay. They don't have to pay.  
14 1:08:27: No, the agency doesn't pay.  
15 1:08:27: No, but you're creating a rule. That's what this meeting is for,  
16 right, to...  
17 1:08:33: It's to find out whether we need to change the rule, yes.  
18 And it's good to know--if there's some kind of overarching state rules that might be  
19 coming, then yeah, it'd be good to know about that.  
20 1:08:45: Yeah. You would need to, yeah, evaluate whether or not it  
21 would (unintelligible).  
22 1:08:52: Oh, versus Liberty--  
23 1:08:53: Yeah.  
24 1:08:53: --and Sedgwick and all the others?  
25 1:08:54: Uh-huh (yes).

1 1:08:55: Yeah.

2 1:08:56: Yeah.

3 1:08:58: Well, we might need to evaluate whether it applied to medical  
4 arbiter exams where we have to get an interpreter. Even though I think that charge  
5 goes back to the carrier,--

6 1:09:06: Yeah, the carrier.

7 1:09:06: --it's us actually setting it up.

8 1:09:08: Generating it.

9 1:09:09: Setting it up. So, yeah, we would have to look into that.

10 1:09:12: Dion Kerlee at DAS is the single point of contact.

11 1:09:17: Who is it?

12 1:09:18: Dion, D-I-O-N, K-E-R-L-E-E. It's a gentleman. He's the  
13 single point of contact for this.

14 1:09:32: When's your next meeting? Do you know?

15 1:09:37: We're working on an industry forum that's currently  
16 scheduled for the 7th of July, but you can contact Dion at any time.

17 1:09:49: Okay.

18 1:09:49: Okay. Thank you for that information.

19 1:09:50: Do you have his contact information (unintelligible)?

20 1:09:54: I believe I can get that for you. I didn't--I don't think I have it  
21 on me.

22 1:09:56: Okay.

23 1:09:57: Well, one good thing about the State of Oregon, if you go to  
24 the online lookup you can find anyone of us, our e-mail and our phone number.

25 1:10:02: No, that is not true.

1 1:10:05: No?

2 1:10:05: I can't even...

3 1:10:06: Well, you got to be able to spell their name.

4 1:10:08: Okay. Okay. Thank you very much for that input. Do you  
5 have any other thoughts on fees?

6 1:10:16: I do have a question about the mileage. It says here you  
7 don't get reimbursed for mileage of 15 miles or less, but you do 15 miles or over. So  
8 why 15 miles? I mean, a lot of those freelancers are traveling constantly, you know,  
9 from one place to the other. And from what I understand, too, these miles are more  
10 from our house to the appointment to our house. Now, I could have an  
11 appointment--I could have my entire filled with appointments with different agencies,  
12 and I'm going from one appointment to the next appointment. And then all of a  
13 sudden, instead of going to hospital, I go to a clinic for Workers' Comp, so--but I'm  
14 not going home. I'm going from the clinic to this other place, and it might be, you  
15 know, 10 miles roundtrip. So how do you justify that mileage? I mean, how is that  
16 amount...

17 1:11:17: It was a number that just was set by rule. I think it used to be  
18 a longer-- Wasn't it greater than 15 miles?

19 1:11:23: It was 25 before.

20 1:11:23: And we reduced it, just recognizing that a lot of the trips  
21 would be shorter, and hoping that the hourly minimum would kind of take care of,  
22 you know, some of the losses for those shorter trips. But honestly, it was set--it  
23 was--sometimes the numbers are partly arbitrary. We're--we listen to stakeholders.  
24 We come up with a number, we propose it. We receive testimony. I think it was--  
25 No, we didn't receive a lot of unfavorable testimony about that. But we're certainly

1 open to, you know, other ideas. It's not that I don't...

2 1:11:52: And to clarify, the rules says "from the starting point for the  
3 interpreter, not home". So it's wherever you are that you star--that you head to the  
4 appointment and back. So...

5 1:12:02: Well, you know, it's interesting, because when I have actually  
6 said--okay, you know, I submit to the agency for Workers' Comp, and I say, okay, I  
7 was at this place, and I went from this place, you know, to that. And so with the 15-  
8 mile thing it, could have been that--if I had been home, it would have been 10 miles.  
9 If I was at this other place, now it was 20 miles. And they don't want to pay me  
10 those 20 miles, because they're saying, "No, the rules are it starts from your house  
11 to the appointment."

12 1:12:30: The rules don't say your house.

13 1:12:31: Yeah.

14 1:12:32: Well, that's what I have been told by these agencies, that the  
15 rule says, you know, it's from your home to this appointment.

16 1:12:38: Is that in Washington or here?

17 1:12:39: Here. Here in Oregon. Yes.

18 1:12:40: It says roundtrip. It says roundtrip here.

19 1:23:43: Here in Oregon. That's what these agencies have told me.

20 1:12:47: I think that used to be like that, when we had the 25 miles.

21 1:12:51: Oh, yes.

22 1:12:51: Yeah. Yeah.

23 1:12:52: And then when we switch it to the 15 miles, we change the  
24 language to--it means the number of miles travelling from the interpreter's starting  
25 point to the exam or treatment location, and back to the interpreter's starting point.

1 1:13:06: Well, the agencies--  
2 1:13:06: It's a roundtrip.  
3 1:13:06: --are interpreting that as your home...  
4 1:13:09: Who is the agency?  
5 1:13:10: What agency is it?  
6 1:13:11: Several different agencies.  
7 1:13:12: Are you talking about insurers?  
8 1:13:13: Smaller language companies. So the small agencies that  
9 send out interpreters to these Workers' Comps, this is what they're telling me.  
10 1:13:22: Not the insurer?  
11 1:31:23: Not the insurer.  
12 1:13:24: Not the insurer, no.  
13 1:13:25: Oh, well...  
14 1:13:26: The actual interpreter agency, because that's what--they're  
15 under the impression--  
16 1:13:30: They're wrong.  
17 1:13:30: --that it's from my home to that thing, rather than from my--  
18 from where I happen to be to that appointment.  
19 1:13:38: Okay. DeAnna?  
20 1:23:38: The same rules.  
21 1:13:38: You can tell them they're wrong.  
22 1:13:40: Yeah, that's what...  
23 1:13:42: Thank you. DeAnna Tapia from Professional Interpreters. I  
24 mean, just a comment on that. As an agency provider, we set a contract with our  
25 contractor--with our interpreters. And so your contract--I would read your contracts

1 from your different agencies. And they're able to set their contract the way you  
2 agree to it. It could be from your home. It could be from an arbitrary location.  
3 However, if you are billing an insurance or a payer, the--I would suggest--what we  
4 have done when they do not understand the rules as they're written is we'll take a  
5 copy of it or print it right off of the website and send it to them with a re-bill.

6 1:14:26: To them? Who?

7 1:14:27: To the insurer,--

8 1:14:28: Right.

9 1:14:28: --if they're the ones paying you. But if it's an agency that you  
10 have a disagreement with, then I would say check your contract, because an agency  
11 is able to write the contract the way you would come to agreement with.

12 1:14:46: I do understand that, and I do look at those contracts very  
13 carefully. But one of the things is they try and get away with murder. Okay. They  
14 seriously--they're trying to get away with murder.

15 1:14:55: Well, you want to be careful who you work with.

16 1:14:57: Yes, that's true. However, you know, as--an interpreter can  
17 read the contract, and they can tell you your minimum will be one hour, okay, which  
18 is great. And then they'll say, you know, you're going to paid your mileage. And  
19 they don't specify from your home address to the thing, just, again, from the starting  
20 point to that. But when you try and bill them and they say, oh, no, no. It's from your  
21 address to there. It's not specified in the contract.

22 1:15:24: I would suggest that you specify and negotiate contracts.

23 1:15:27: Hold on, Helen. So the other thing, too, is even though the  
24 contract says you have a minimum of one hour, this is what an agency did to me.  
25 Okay. They told me, be there at this place at a certain time, at 2:00 o'clock, for one

1 patient, you know, with a different--say SAIF Insurance, for example. Okay? And  
2 then they told, and then you're going to be there, the pa-- She goes, "The  
3 appointment only takes 30 minutes." And then they said, "You are going to now go  
4 to a 2:30 appointment with the same doctor, a different patient, different insurance  
5 company." Okay. So I'm assuming I'm going to get paid a minimum of one hour  
6 with this patient and a minimum of one hour with this other patient. They did not pay  
7 me that. They only paid me one hour for two patients with two different insurance  
8 companies.

9 1:16:20: Yeah.

10 1:16:21: And when I said, "My contract tells me I have a minimum of  
11 one hour," their response to me was, "Well, that's how we make up what we end up  
12 losing."

13 1:16:32: Some of those are...

14 1:16:32: So it's sounding like that's a dispute--

15 1:16:35: Yeah.

16 1:16:36: --and a disagreement--

17 1:16:37: It is.

18 1:16:37: --between the interpreter and the interpreter company that the  
19 Worker's Comp system has no regulatory authority over.

20 1:16:42: That is true. But what I'm talking about in the mileage now--

21 1:16:44: Yeah.

22 1:16:46: I needed to clarify whether it's from the home to the place, or  
23 from wherever I happen to be to the place.

24 1:16:52: Our rules are clear.

25 1:16:53: And maybe that needs to be--the wording needs to be more

1 clear.

2 1:16:55: Our rules are clear, though. It is clear.

3 1:16:57: Yeah.

4 1:16:58: Is it clear?

5 1:16:59: In our rules, it's clear.

6 1:17:00: So it's from the point--your starting point...

7 1:17:02: But if your con--if you sign a contract that says something  
8 different, we wouldn't have any--

9 1:17:05: Right.

10 1:17:06: --regulatory authority over that contract between--

11 1:17:08: Uh-huh.

12 1:17:09: --you and the interpreter.

13 1:17:09: Yeah, but the contracts never say that. They say, you know,  
14 starting point, but they don't,--

15 1:17:14: Yeah.

16 1:17:15: --you know...

17 1:17:15: Yeah.

18 1:17:15: Helen?

19 1:17:16: I think that--this is my personal opinion, but I think that the  
20 starting point--it should be clarified in the rules what the starting point is. In my  
21 opinion, the starting point should be assumed to be the interpreter's home, or central  
22 office if they work out of an office. Because of this-- Let's say that I am taking an  
23 appointment for Tuality Hospital. I'm giving myself as an example, because I live in  
24 Aloha and, Tuality Hospital would be within a 15-mile range. But let's say that I, that  
25 day, took an appointment to work for the courts in Gresham on the east side of

1 Portland, and Loretta sent me to the east side, because I'm an certified interpreter.  
2 And that day, my starting point is in Gresham. Well, just because I chose to take an  
3 appointment in Gresham and made that my starting point, that doesn't mean that  
4 you should be paying mileage to go from Gresham to Tuality, which happens to be  
5 less than 10 miles from my home.

6 I don't think that should be something that the insurance company  
7 should be footing the bill for. That--I don't think that's appropriate, personally, to ask  
8 the insurance companies to pay for, just because I chose to make that choice.  
9 Because my natural starting point would be my home, and that's what you were  
10 banking on when you called me as an interpreter, to be-- You choose an interpreter  
11 who was close to that location. The fact that I made a different choice in what I set  
12 out for my day is not something you had any control of.

13 And so that is exactly where mileage fraud can come in. So if you  
14 clarified that the interpreter's starting point is assumed to be their home, unless  
15 otherwise negotiated in the contract, because they were doing another appointment  
16 for that particular same organization and that organization had control over that, then  
17 that would be okay. But I think, otherwise, you know, that organization has to have  
18 control over the other starting point. Does that make sense?

19 1:19:32: Uh-huh. Thank you, Helen.

20 1:19:35: That's my personal opinion on the starting point. If--it has to  
21 be either the home, or the other organization has to have control over the starting  
22 point.

23 1:19:44: I'd like to get your final thoughts on fees, hourly minimums,  
24 anything to do with that in terms of how much you get paid. Between now and, say,  
25 10:30--so we're going to take a break, and then we'll come back and start with Issue

1 No. 4. Go ahead.

2 1:19:58: DeAnna Tapia from Professionals First. I just-- My concern  
3 is we've always gotten great return from SAIF. SAIF is a great company. But we've  
4 had other Workers' Comp companies that have decided to pay us less than our  
5 minimum. And I-- This may have been discussed. I apologize for (unintelligible).  
6 But for example, a certain Workers' Comp company will, instead of a \$60 minimum  
7 that we have, which is a one-hour minimum, give us \$48, because they--in their  
8 explanation, it's says that's an acceptable rate.

9 1:20:38: You can send a dispute to the Workers' Compensation  
10 Division, and that would probably be resolved rather--that would probably be  
11 resolved rather quickly. Maybe even informally,--

12 1:20:47: Yeah.

13 1:20:48: --because...

14 1:20:48: And they're out of state, so I'm sure...

15 1:20:50: Yeah. They just don't know. And once they see our rule...

16 1:20:52: Yeah, out of state.

17 1:20:54: Yeah. Yeah.

18 1:20:55: But at least I can help you with that.

19 1:20:55: Beth?

20 1:20:59: But they might--

21 1:20:58: Beth?

22 1:20:59: --have an in-state broker.

23 1:21:01: Right.

24 1:21:01: And it's the brokers we have the most problems with.

25 1:21:03: It really is the brokers. You're right, Beth.

1 1:21:08: There's a whole world out there I don't know about.

2 1:21:12: \$48 is, like, what I usually get back as--well, no, we'll allow

3 \$48.

4 1:21:18: That's what the medical resolution team is for.

5 1:21:21: Can I have your card? I don't know if this is the appropriate

6 place. This is Beth at Linguava, and I'm new to the industry. So can tell me why

7 there's no telephonic reimbursement for a telephonic appointments?

8 1:21:38: Well, basically, the--I guess the-- Well, we would apply the

9 same fee schedule just for, you know,--

10 1:21:51: Right.

11 1:21:52: --mileage.

12 1:21:53: Right.

13 1:21:53: Right?

14 1:21:54: I think so, yeah. I haven't heard about...

15 1:21:56: Yeah, we haven't heard a problem with it.

16 1:21:57: So I guess...

17 1:21:58: So we can bill, Fred, for telephonic?

18 1:22:01: Sure

19 1:22:02: So if we're billing, we have-- This is news. This is news.

20 1:22:07: I don't know where you've been.

21 1:22.09: So even if it's a five or a ten-minute phone call to set up an

22 appointment, we can charge the hour?

23 1:22:18: No to set up an appointment.

24 1:22:19: See, that's the thing. That's the thing. We pay--we have a

25 per-minute rate for telephonics, and we have an hourly rate for onsite.

1 1:22:29: Why do you need an interpreter to make the appointment?

2 1:22:31: Say that again.

3 1:22:32: Why do you need an interpreter when you're setting up the  
4 appointment?

5 1:22:34: If the clinic is trying to call a patient and--

6 1:22:38: Oh, I got it. I'm sorry.

7 1:22:38: --can't communicate on the phone,--

8 1:22:40: I was confused.

9 1:22:42: --they do that. Once in a while, even if the patient is right  
10 there, they don't need somebody to come onsite for a short conversation. And  
11 another time that we use it is--if we don't have an available interpreter to send for  
12 onsite, then we would suggest a telephone appointment. So those could go much  
13 longer. And now we're starting to move into video appointments as well, so...

14 1:23:09: And I agree with Beth on that. We've--I didn't know this, but  
15 my office was just now telling me that we were denied two payments for a  
16 telephonic, which surprises me as well.

17 1:23:23: So generally...

18 1:23:24: Was it for an actual appointment, or was it for scheduling?

19 1:23:27: For an appointment. What'll happen is if-- Go ahead.

20 1:23:31: If I may? This is Loretta Breedlove of Court Language  
21 Access. That's the key--the sticking point right there. On this side, it's an  
22 appointment. It doesn't involve the doctor. It's just the staff.

23 1:23:44: And involves an interpreter.

24 1:23:45: But for the interpreters, that's a job.

25 1:23:48: And that's why it's per minute, because it is shorter. So it's

1 per minute, rather than...

2 1:23:51: Rather than traveling to that location.

3 1:23:53: Correct, correct.

4 1:23:57: So this--so there's nothing in here, to my mind, that addresses  
5 either telephone or video, unless video you're attending is going to be paid the same  
6 as onsite.

7 1:24:07: So in my opinion, that could be a diff--a new issue--

8 1:24:09: It could well...

9 1:21:11: --regarding...

10 1:21: 11: It could be something that need to consider as we, you know,  
11 any-make any change to these rules.

12 1:24:14: So most of our contracts with--well, all of contracts with our  
13 providers set a permanent rate. And then usually, there's a five-minute minimum--

14 1:24:22: Right.

15 1:24:23: --for a phone call.

16 1:24:25: I urge you to consider all the delivery modalities, remote and  
17 onsite. It's absolutely indispensable for Language Access. We have negotiated a  
18 collective bargaining agreement with the three delivery modalities; telephonic, video,  
19 onsite. Yes.

20 1:24:41: Okay. Thank you.

21 1:24:42: Especially if you have someone in a rural area--

22 1:24:44: Yeah...

23 1:24:45: --who needs, let's say, an interview with a rehabilitation  
24 worker and an interpreter, you know, is not available to go to that area. Then  
25 telephonic is not the number one choice of the interpreter or--

1 1:25:00: Right.

2 1:25:01: --the patient, but--or the client, but it is an...

3 1:25:06: Better than nothing.

4 1:25:06: It's better than nothing. It is a good second choice, alternate.

5 1:25:10: Or someone who shows up at the front desk, and you have  
6 no way to communicate at the moment. You need to get someone there at the  
7 moment. And so you have to get a way to communicate right there at the moment.  
8 You don't have anybody there, you need to get somebody on the phone to help you.  
9 Telephone's the only way to do it.

10 1:25:26: And sometimes the larger companies--larger, I say, because  
11 we're a very small local company. Some of the larger may charge more for  
12 sometimes what we do, because we're close to the clinic, is they will have us on the  
13 phone to at least tell the patient, okay, we'll have an interpreter there in 30 minutes,  
14 we can get an interpreter (unintelligible).

15 1:25:51: Okay. Jaye, you were going to say something?

16 1:25:53: Yeah, I just--I think from SAIF Corporation's perspective, we  
17 feel like the fees are adequate, and we like the way it's set up. So it's similar to the  
18 medical providers. Because as I've said, I'm beating a dead horse, interpreter  
19 services associated with medical services are really medical services, so they  
20 should be billed the same way. And I don't think we have an objection to the  
21 telephonic--you know, doing the other types of delivery mechanisms. And they're  
22 kind of the same thing. Our ultimate desire is that injured workers get the treatment  
23 that they need appropriately. So if they're getting appointments set or something  
24 like that...

25 1:26:36: Okay.

1 1:26:36: What if they call back with lab results, or they--you know, in  
2 any event?

3 1:26:37: That was all, Loretta. Okay. So I'll have to have to give you  
4 the last word, and then...

5 1:26:44: Something else to consider when you're reworking your rules  
6 is the--Title VI of the federal rules and Executive Order 13166 ties all federal funding.  
7 So when you're talking about, yeah, we might lose Medicaid dollars or federal  
8 funding there, you're talking statewide federal dollars that are at risk. So if I've got--  
9 for instance, if I've got a Judge in Malheur County who has drawn the attention of  
10 the federal DOJ, we could lose use drug court funding in Multnomah County,  
11 because of it.

12 1:27:26: There are no federal monies in this--

13 1:27:28: Yeah.

14 1:27:28: Yeah.

15 1:27:30: --situation, in this particular universe.

16 1:27:32: Okay. Good to know.

17 1:27:33: I mean--but I mean, it's good to know, but--

18 1:27:37: Yea, it's good to know.

19 1:27:39: Well, I did have one question for Loretta. What does the  
20 courts--the Justice Department pay? What's...

21 1:27:44: This--I'm actually Judicial--

22 1:27:47: Judicial.

23 1:27:48: --not Justice, so It's a new branch.

24 1:27:51: Yes, I know that.

25 1:27:55: For certified interpreters, we currently pay a \$40 an hour fee

1 with a two-hour minimum. They get mileage at--this year, it's 54 cents a mile, and  
2 travel time, when travel one way goes beyond 40 miles. Travel time is half of their  
3 fee.

4 1:28:13: And as of January 1<sup>st</sup>, it will be...

5 1:28:14: And as to January 1<sup>st</sup>, it's going up, based on the market  
6 research, an additional \$3.50 an hour.

7 1:28:21: I had heard that, and I just wanted to--

8 1:28:22: Yeah, that's--

9 1:28:23: --verify it.

10 1:29:24: --brand new.

11 1:28:25: I think it's in Helen's document.

12 1:28:29: Yes.

13 1:28:30: Yeah.

14 1:28:30: Which is less than what...

15 1:28:33: Uncertified.

16 1:28: 34: Right. And that's--

17 1:28:35: With a minimum two hours.

18 1:28:36: --certified.

19 1:28:37: Two-hour minimum.

20 1:28:38: Languages of lesser diffusion is totally a different ballgame  
21 altogether. We've brought in interpreters from many other states, and some of them  
22 are a flat \$400 for the day, regardless of whether we need them for half an hour,  
23 because it's a release hearing, not a (unintelligible) case, or--

24 1:29:06: Yeah.

25 1:29:06: Yeah.

1 1:29:07: --not. But languages of lesser diffusion are a totally different  
2 story.

3 1:29:12: And those are for services that are court-related, hearing-  
4 related?

5 1:29:16: Yeah, for the court to do their work.

6 1:29:17: Okay. So those are-- Yeah. Okay.

7 1:29:22: So just a minute. You had said that was less than what  
8 you're paying, but it's actually more, because it's \$40 an hour, minimum two hours?

9 1:29:32: Correct.

10 1:29:33: And that's all pay that goes to the interpreter, not to the  
11 language company, whereas what you're paying is \$60 an hour and it goes to the  
12 language company, which takes its cut.

13 1:29:42: We avoid...

14 1:29:42: But I'm talking about what I pay. This is what...

15 1:29:45: We avoid strongly using cert--companies, prefer dealing  
16 with--

17 1:29:52: Individual interpreters.

18 1:29:53: --freelance interpreters directly. And we certify our--

19 1:29:56: Right. Yeah.

20 1:29:57: --certified interpreters.

21 1:29:58: Yeah. I went online and...

22 1:30:00: I think what I'd like to leave you with is that, first of all, it's  
23 been a very helpful conversation. We learned about some potential areas where--  
24 you know, video exams or telephonic translations, those are going to be things that  
25 maybe we should, you know, address by rule, but we'll certainly consider them. And

1 then if you have additional thoughts, as with all the issues again, on pricing, mileage,  
2 minimums, hourly minimums--if you have additional thoughts after the meeting, just  
3 let me know, and we'll certainly take it all back to our administrator. So with that, I  
4 would like us to take a 15-minute break. And we'll be back here at--we'll start at 10  
5 to 11:00.

6 (off the record)

7 1:30:49: So thanks again. We will begin with Issue No. 4 in just a  
8 moment. Just to keep-- We're going to ta--again, we'll take all the information that  
9 we get back. We won't necessary reach consensus on--as you know, on the issues  
10 that we've discussed so far, or on the ones that we will discuss, but we'll take it back  
11 to consider what we can do under Oregon law. We do appreciate hearing the  
12 experience of, you know, Washington State. And some of that may not be related to  
13 us, but some of it very well may be applicable in Oregon, too. So the information is  
14 appreciated.

15 And just a--in case I forget at the end, if you're on the telephone with  
16 us and maybe you didn't actually get to introduce yourself at the beginning, please  
17 send me an e-mail after the meeting with your confirmation. That way, I can make  
18 sure you stay in the loop from now on. Which means you'd know, you know, when  
19 we propose rules, when we schedule a public hearing, that kind of thing, so that you  
20 don't actually just sort of lose track of the issues.

21 So with that, I'd like to begin with Issue No. 4, which starts with a  
22 simple question, but there's quite a bit more to it. "Should WCD require interpreters  
23 to be certified when providing interpreter services for Oregon workers?" Some  
24 background. Currently, the worker has the right to choose the interpreter, including  
25 a family member, which is inline with a worker's right to choose a medical provider.

1 There's no requirement that interpreters are certified or qualified. A stakeholder said  
2 that House Bill 2419 in Title VI of the 1964 Civil Rights Act requires providers to  
3 ensure qualified interpreters provide services at medical exams. Under ORS  
4 413.552, all medical appointments with persons of limited English proficiency in  
5 Oregon must be interpreted by certified or qualified interpreters whenever possible.  
6 And they recommended that the rules define "whenever possible," as requiring that  
7 all applicable interpreters listed in the OHA Public Directory have been contacted  
8 and have declined the assignment, calling certified interpreters first, and then  
9 qualified interpreters, and all applicable Oregon court interpreters in the same  
10 geographic area have also been contacted and have declined the assignment. Only  
11 then may an unqualified interpreter be accepted.

12           And if no certified or qualified interpreter is available, able or willing to  
13 serve, the doctor may appoint an interpreter who is not qualified, but only if this  
14 unqualified interpreter has passed the oral proficiency interviews at the level  
15 required to apply for a medical interpreting certification with the National Board of  
16 Certification for Medical Interpreters, advanced mid level on the ACTFL scale in both  
17 languages. Language companies sometimes self-certify their own contractors and  
18 create a company certification. And if you'll accept company certification, the way--  
19 the company certification should be equivalent to Oregon standards." In other  
20 words, they might as well be Oregon-certified.

21           So some options before the committee to discuss; require interpreters  
22 to be certified when providing interpreter services for Oregon workers, establish a  
23 separate fee schedule for certified interpreters, make no change, or do something  
24 else that's actually not on our list of available options. So with that, I'd like to get  
25 your advice and thoughts on requiring-- Helen?

1 1:34:12: If you look at the handout I gave you, I gave you a long list of  
2 certifications available for court. It says--page five, issue four, "Certifications  
3 available for court and--qualifications also for court and medical in Oregon and  
4 neighbor states for spoken and sign languages." So you can have a complete list of  
5 acceptable certifications for Workers' Compensation, and not be limited to just one  
6 certification, just for the sake of completeness. You could prioritize medical, and  
7 then go down the rest. And the--and if you look at the Oregon Health Authority  
8 website, the Oregon Health Authority website now requires that language proficiency  
9 be at the advanced mid level on the ACTFL scale for qualified interpreters. No  
10 longer the intermediate high, as it used to be. It has updated its language  
11 proficiency requirements.

12 1:35:16: Okay. Thank you very much. Deanna?

13 1:35:20: Hi. This is Carl--

14 1:35:21: Oh.

15 1:35:22: --Wilmsen at the Northwest Forest Worker Center.

16 Unfortunately, I have to jump off the phone. I have another call at 11:00. So I'd just  
17 like to say from a worker point of view, this is extremely important. What we get at  
18 the Northwest Forest Workers Center from our members and constituents, who are  
19 forest workers in the State of Oregon, all the time is that when they're injured on the  
20 job and they're taken to the hospital by their job foreman, the foreman tells them on  
21 the way to the hospital to lie and say, "Oh, I was cutting firewood at home, and this is  
22 not a job-related injury." And so then they get to the hospital and there's no one  
23 there who speaks Spanish except the job foreman, so the company employee, the  
24 job foreman, ends up being the interpreter. And if he's telling the worker to lie about  
25 how the injury occurred to begin with, how can we be sure that he's actually

1 providing an accurate interpretation between the medical provider and the injured  
2 worker? So having certified interpreters be a requirement is extremely important.

3 Another issue someone brought up before the break was concerns  
4 about family members, 12 year olds not knowing medical terminology. Well, you  
5 have a similar issue with foreman from forestry, because-- I mean, they're adults, so  
6 maybe they have a higher level of maturity and may--and probably more education  
7 than a 12 year old. But depending on their own personal history, they may not be  
8 any more familiar with medical terminology than a 12-year-old family member. So  
9 this is really an extremely important provision that needs to be in the law, to require  
10 certified interpreters at medical exams.

11 1:37:26: Okay. Thank you, Carl. That's a-- Thank you for the  
12 information. I think you had your hand up, Deanna?

13 1:37:30: DeAnna Tapia from Professional Interpreters. I want to say  
14 that's great information from Carl, and I agree with that. I've seen that in the field, as  
15 well. Also, an issue with that is HIPAA violation. If a family member or someone  
16 who is not a certified or qualified medical--and we're speaking about medical right  
17 now, so let's make sure we say medical, a qualified or certified medical interpreter,  
18 they can be in violation of HIPAA laws, which is very important for our patients'  
19 protection. And you may say, oh, well, it's their daughter, or it's their sister. But that  
20 doesn't always mean that they're going to be forthright and forthcoming with all the  
21 information. Even though it may-- They even may keep more information back,  
22 because they don't want their sister to know the--you know, certain things about their  
23 healthcare in certain cultures. That's one point.

24 Another thing. Because I was a staff interpreter both at Salem  
25 Hospital, as well as Silverton Hospital for many years. And I am a national certified

1 healthcare interpreter. What we did, and what I introduced to Silverton Hospital,  
2 what they still do now, is if they do use a family member to interpret, if there is--  
3 maybe the family member really does just want their daughter--they trust them, et  
4 cetera, whatever, we have them sign a waiver, first of all, a HIPAA form and a--the  
5 patient sign a waiver saying, I will not come back and ca--and incur liability on  
6 Silverton Hospital because of a misinterpretation or because I didn't understand,  
7 because I chose this interpreter. So that's one of my ideas.

8 Another thing is they don't know the term--many people don't know the  
9 terminology. You know, I have a degree in prenursing studies, medical terminology.  
10 I teach medical terminology in both languages. And so sometimes I don't know the  
11 terminology. I have to look it up or ask for an explanation, so...

12 And then my last point. I know I'm going on here. But about the way  
13 the stakeholder wrote it. I agree on many, many points. My problem, coming from  
14 an agency standpoint-- Let's say someone--a representative calls and wants an  
15 interpreter, they forgot to order an interpreter, or they didn't realize that they needed  
16 an interpreter last minute. To go down the line of calling the OHA list, this person,  
17 they don't answer; this person, they don't answer; this person, no, they can't; this  
18 person--et cetera, et cetera, et cetera. If we have to wait for those people to call us  
19 back to say no, then the client's not being served.

20 I don't have an answer for that. I don't have a remedy for that. I'm just  
21 saying that that is a potential problem. So we do cert--we have certified interpreters,  
22 and we have qualified interpreters at our agency. I am pushing for certification. I  
23 think it's a necessity in our culture, in our society. There are some barriers to that,  
24 mainly costs and things like that, that people like Helen Eby are working on. You  
25 know, I congratulate her for that, and we are hoping that it gets fixed soon. But right

1 now, it's not a reality for everybody to be certified, so we need people who are  
2 qualified. But again, my--I think a barrier is calling each and every one on the list,  
3 and then going to the qualified. But again, I don't know the remedy is, so...

4 1:41:04: We do have the remedy. We have,--

5 1:42:06: Great.

6 1:41:06: --in Washington State, online scheduling assistance that alert  
7 you via text messages, and you get the interpreter right away confirming your  
8 appointment on their smartphone. So many language companies now have gone  
9 into the software as a service kind of business model.

10 1:41:22: So if they don't--but if an interpreter doesn't answer, are we  
11 saying it's okay to make that intent--that intention,--

12 1:41:29: Yes.

13 1:41:30: --as long as you intended or made that...

14 1:41:31: Yes.

15 1:41:32: I'm not thinking very well...

16 1:41:34: They do due diligence.

17 1:41:35: The due diligence. Thank you.

18 1:41:37: Yes. You made a credible attempt, and you move on.

19 1:41:39: Thank you.

20 1:41:40: Yeah, that.

21 1:41:41: And remote does save a lot of, you know...

22 1:41:45: I think the intent of this was you made a credible attempt  
23 within the time frame that you have available.

24 1:41:51: And that makes sense. But if there's a client waiting...

25 1:41:54: Yes, of course.

1 1:41:55: Jazmin?

2 1:41:56: Yes. So I do-- Thank you, Deanna, for bringing up the  
3 HIPAA violation thing. I have seen that happen many times. And even with  
4 interpreters that are not trained, that are not qualified or certified, they are actually  
5 violating HIPAA. They'll come out of an appointment, and a case manager will go up  
6 to the interpreter and say, "What did they--what did the doctor tell them?" And they  
7 will go ahead and divulge the information. So I have seen interpreters do this that  
8 are not properly trained. And they--you know, they've asked me, and I'm like,  
9 "That's a HIPAA violation, I can't tell you that, okay?"

10 The other problem, too, with using relatives, neighbors or ad hoc  
11 interpreters, you know, like the medical assistant that's there available that speaks  
12 Spanish, they can potentially cause harm to the patient. So this is also a safety  
13 issue, you know. If you're not properly trained, if you don't have the level of  
14 language and skill that you need, you can definitely cause harm to that patient. I'll  
15 bring in a very famous case in point here where one person went into the hospital.  
16 He said in Spanish, you know, "I'm intoxicated." Whoever was there, who was not a  
17 trained interpreter, said, "Oh, they're drunk." Okay. And that person ended up being  
18 a paraplegic. And the ended up suing for millions and millions of dollars, because  
19 intoxicated in Spanish means food poisoning, where intoxicated in English means  
20 drunk.

21 1:43:33: Drunk or on drugs.

22 1:43:34: Or high on drugs.

23 1:43:35: So there's a huge difference right there. Someone who's not  
24 trained, someone who has learned their Spanish at home, doesn't know that.

25 You know, the other thing too is when you're learning Spanish at

1 home, you're not exposed to a lot of vocabulary. You're exposed to a lot of  
2 Spanglish. And so as medical assistants, I have heard them do appointments, and  
3 they're going like that--they're speaking in Spanish, and all of a sudden they'll throw  
4 in an English term. Well, that patient doesn't understand that English term. Or  
5 they'll just use-- You know, I had a medical assistant say, "Oh, here's your letter for  
6 you"--you know, "for your employer," and she didn't really even know how to say  
7 letter in Spanish. She actually used the word "letra," which is actually just a word,  
8 okay--I mean, a letter in a word, and she didn't even know that.

9           So the level of bilingualism of these ad hoc interpreters and neighbors  
10 and everybody, you know, can-- You don't know. They could be-- I go to a lot of  
11 IEPs at schools. And a lot of these parents are not educated, and so these children  
12 are having difficulty because they don't have a vocabulary. They don't have-- You  
13 know, if you are growing up at home--in a home where you don't have a lot of  
14 education from the parents, you know, you may grown up bilingual, but what level of  
15 bilingualism is it really, you know? So this is very important when you consider an  
16 interpreter for...

17           You know, forget the medical terminology. I mean, yes, we need that  
18 medical terminology. But it's also cultural. Do they understand the culture? You  
19 know, how are they going to intervene? Are they really-- They're really not  
20 interpreting. They're paraphrasing a message. Okay. Where the interpreter will  
21 interpret everything and render the message faithfully, the ad hoc interpreter won't. I  
22 had a patient that came from Hermiston. For two years, she thought that a CPAP  
23 machine was giving oxygen to her daughter, when it's not giving oxygen to her  
24 daughter. So for two years, she actually thought it was an oxygen machine when it  
25 wasn't, you know. And this is because that clinic in Hermiston used one of their staff

1 interpreters--or one of their staff members who was improperly trained. So it wasn't  
2 until I was there, I was able to bring that up to the attention of the physician. So  
3 interpreters--trained interpreters, professional interpreters know the difference, how  
4 to advocate, how to make sure that there is communication between the two of  
5 them, and that there's--the other party knows everything that is happening. Okay.

6 The other thing, too, is, again, you know the level of bilingualism has to  
7 be at a certain level. The culture-- There is-- I have a list here, by the way, 37--  
8 This is the interpreter's checklist. This is what we do. So it's not just speaking the  
9 language. It is having the skill. It is having to know what to do, how to do it, when to  
10 do it. Okay. So, yes trained interpreters, certified and qualified, are very important  
11 just for that.

12 You know, I got to a hospital--to a large hospital. They have all these  
13 signs that say, "patient safety goals," and I read all the safety goals there. Not  
14 anywhere do they say language access. Language access is huge for safety, you  
15 know. If you don-- If that person right there, that patient, can't communicate that I'm  
16 allergic to codeine, and you're in the hospital and they give you codeine, boom. You  
17 know, you could die. So that is a huge safety issue, as well. So that's all I have to  
18 say.

19 1:47:26: Thank you, Jazmin. Yeah, I appreciate any additional  
20 thoughts you may have about requiring use of certified or qualified interpreters,  
21 possibly with a good--making a good faith effort if you can't find someone, or using  
22 due diligence. Helen?

23 1:47:41: One of the questions here is establishing a separate fee  
24 schedule for certified interpreters. Of course, if you're working only with certified  
25 interpreters, that's a moot point, because you're only working with certified

1 interpreters. And previously, the \$60 rate was set for whoever-you-could-get  
2 interpreters. So that's why I encourage you to look at the fee schedule for the  
3 Oregon courts, which is a schedule that's set for certified interpreters at soon to be  
4 \$40--at a minimum rate of \$87 for an appointment that is paid to the interpreter. So  
5 therefore, when a language company takes its cut, it would be, of course, a higher  
6 rate. I just want you to take that into consideration, of what an interpreter--a certified  
7 interpreter is expecting to get paid to show up at an appointment,--

8 1:48:32: Thank you, Helen.

9 1:48:33: --because that's who you're competing with.

10 1:48:34: Right.

11 1:48:36: So Helen, are you suggesting that there be two rates, though;  
12 one that's directly to the interpreter, and then a higher rate if the payment is going to  
13 an agency?

14 1:48:46: Yeah, the language company should get a commission on  
15 top of that, so that-- You know--I mean, when I paint my house, I know that the  
16 painter spent this much on paint and this much on his labor. So you could establish  
17 that sort of a payment schedule that says this much was paid to the interpreter and  
18 this much was paid on administrative costs.

19 1:49:05: Deanna?

20 1:49:06: Actually, I never thought of that. Helen, thank you. DeAnna  
21 Tapia from Professional Interpreters. So I just want to tell you the benefit of having  
22 an agency. I am a contracted interpreter, so I do work outside of my agency. But I  
23 also have an agency, a small agency. But I have interpreters who, you know, we  
24 have to pay (unintelligible) insurance. You know, we go out and get the contracts for  
25 the interpreters. As a self-contracted interpreter, you know, I would have to go and,

1 you know, build that reputation with the client, and they would have to call me, et  
2 cetera, et cetera. So, you know, there are two ways.

3 You know, an agency is a good way for certain interpreters, and  
4 working by yourself is a good way for certain interpreters. I mean, it's--both sides  
5 are positive. But as an agency, I do have an overhead. I have training, because  
6 be--even if you are a certified interpreter or a qualified, or you come from another  
7 agency, we still train our interpreters, because I have a high standard of what I  
8 believe should be presented in the public for our clients. That's my passion, and  
9 that's why I do that. So I still train them. So I have the--you know, I have an office,  
10 we have phones, we have Internet, what any other business would have.

11 Again, I'm not here to present a remedy. I don't have that. I truly, truly  
12 trust a lot in what Helen talks about. She knows her stuff, and I listen to her a lot.  
13 So I don't know what the--that remedy is, but an agency does take part of that  
14 interpreter's fee, but again, because of the overhead. And because of that, it is  
15 difficult for agency interpreters to get certified. It cost me a lot of money to get  
16 certified. And I treasure my certification, and I--you know, I know that it is something  
17 that I worked hard for, and paid a lot of money for it.

18 1:51:02: Are you certified as an agency or as an individual?

19 1:51:05: I am a nationally certified healthcare interpreter through the  
20 CCHI.

21 1:51:08: As an individual?

22 1:51:09: As an individual.

23 1:51:10: Thank you.

24 1:51:10: They do not certify companies. However, I have been doing  
25 this for over 25 years. I have worked for Portland Community College, teaching in

1 their certification program--in their certification classes, as well as when Western had  
2 theirs. So I do certify--agency-certify my interpreters, those that are not certified yet.  
3 We provide lots of information to our interpreters, how to get certified, some  
4 scholarships for training, et cetera. So we are pushing for certification. Professional  
5 Interpreters is a big pusher for certification. That's not good grammatical English,  
6 but...

7 1:51:50: I just want to clarify something. You said agencies are  
8 certifying?

9 1:51:54: Yes. So as for...

10 1:51:55: But agencies don't certify. Only--there's only two certification  
11 entities in the nation.

12 1:52:00: Correct. Now, listen to my terminology.

13 1:52:02: I want to be correct.

14 1:52:03: Yes. So I am a nationally certified healthcare interpreter  
15 through CCHI--

16 1:52:07: Uh-huh.

17 1:52:08: --personally, Deanna Tapia; right? But Professional  
18 Interpreters, it certifies--agency certifies. Or as the stakeholder spoke,  
19 organizational certification.

20 1:52:20: Company certification?

21 1:52:21: Company certification.

22 1:55:22: Yeah, you certify your own interpreters.

23 1:55:23: You come and work for me, you do--first of all, you do a  
24 written test, you do an oral test, you do a video training, and then you do two weeks  
25 of shadowing and two weeks of being shadowed. So that is our agency-certification

1 program.

2 1:52:39: Okay. But we're talking--I mean, the law right now is talking  
3 about certified or qualified interpreters that are certified and qualified by the State of  
4 Oregon.

5 1:52:48: Right,--

6 1:52:49: Okay.

7 1:52:50: --which I am.

8 1:52:51: Which-- Yes, and so am I. And I'm also an interpreter trainer  
9 myself. Okay. So--but once they take my course, I'm not certifying them. I'm just  
10 giving them a certificate that they are trained. So, you know, we need--the  
11 certification needs to be national. Okay? Because even to be certified in the State  
12 of Oregon, you need to present the national certification in order to do that.

13 1:53:17: Correct.

14 1:53:17: So when agencies certify them in-house, it's not at the same  
15 level as the--

16 1:53:23: Correct.

17 1:53:24: --state certification.

18 1:53:25: That is correct. And I never have portrayed that. But  
19 because we want to provide highly qualified interpreters to our clients and to our--to  
20 the public, even if someone were to come from another agency-- Let's say someone  
21 comes from Linguava. They have a great training program. But if they come to us,  
22 we still retrain them to make sure--

23 1:53:51: Uh-huh.

24 1:53:52: --that they are--that we are providing excellent service.

25 1:53:56: But we are still misleading. Because you can give your

1 interpreters that you have trained in-house and certified in-house-- Okay. Which I  
2 don't think we call it certification. But you've trained them in-house. And now they're  
3 going to a hospital, and they say, I'm certified...

4 1:54:13: No.

5 1:54:14: You know...

6 1:54:15: None of my interpret-- And we speak about that.

7 1:54:18: But it can happen to--with other language companies, not just  
8 yours.

9 1:54:21: Right, not just ours.

10 1:54:22: They may be doing this,--

11 1:54:24: That's correct.

12 1:54:25: --and are--can be portraying--saying, you know, they are  
13 certified, when they are truly not certified by the State of Oregon.

14 1:54:33: Okay.

15 1:54:33: And Jazmin is correct. Because when--before we were able  
16 to get certified--nationally certified, I had an interpreter come to me and present me  
17 his card when he was applying for work. And it said his name, certified interpreter.  
18 And I said, "No, sorry, you're not certified." And so he was portraying himself as a  
19 certified interpreter because he took classes. So that is incorrect. And my  
20 interpreters know when they-- They do not portray themselves as even agency  
21 certified. They say, "I'm a qualified interpreter." Why? "Because I've been trained  
22 through our agency." But they do not have any title like CTHI or the national board  
23 behind them.

24 1:55:17: Yeah.

25 1:55:18: So in other words, for--

1 1:55:18: Just to be clear, the certification where...

2 1:55:19: --the purposes of this--you know, when we talk about using  
3 certified and qualified interpreters, for the purposes of this rule, okay, we should  
4 specify that they should be certified by the State of Oregon.

5 1:55:32: Well, the question before the committee is really about  
6 certification by the State of Oregon, as opposed to agency or company certification,  
7 even though that could be very important for someone in--you know, how they  
8 conduct business. But Pedro, you had your hand up.

9 1:55:43: Yes. My name is Pedro Johnson. I'm with Linguistics Global  
10 Associates. And some of you didn't see me, but I was on the conference call before  
11 I came in. So I'm kind of timing with what was going on. So I tend to agree. If we're  
12 going to talk about semantics-- And of course, I'm a nationally certified Spanish  
13 interpreter, also a trainer, and I have my own agency. So I would tend to agree with  
14 Jazmin that we're talking about--if you're doing the training, I would say that that  
15 would be qualification, not certification, because the only type of certification is the  
16 national type of exams that you take. If we go with the Oregon terminology,  
17 qualified, you meet certain standards, or certified if you take the national exam. So  
18 that's the--I think we're just talking about semantics here--

19 1:56:27: Yes, I agree.

20 1:56:27: --in regards to the term.

21 1:56:28: So I also wanted to make mention that the national  
22 certification only has certain languages that they are certifying. Not every language  
23 is certifiable. Right now, they are working on that. But right now, there's only seven  
24 languages that are being certified. So what the State of Oregon has done is they  
25 still make all of the requirements, the advanced mid level proficiency--language

1 proficiency, the training, the 64-hour training, that you would have to prove your  
2 language proficiency not just in your target language, but in your source language as  
3 well. So in the two languages that you will be interpreting.

4           So when there is a language that does not have certification, they  
5 qualify you as long as you meet all of the other requirements. And then they  
6 requalify you every three years, and you have to present, you know, continuing  
7 education credits and so on to keep that qualification. So it's kind of like certification,  
8 but for languages that do not have that certification.

9           1:57:28: Okay. Thanks very much, Jazmin.

10          1:57:29: (Unintelligible)--

11          1:57:30: Go ahead.

12          1:57:30: --teaches that. But it's very important that whatever  
13 interpreter certification you may accept, it should definitely be a non-vendor. And in  
14 this case, that's the list of certifications available for the State of Oregon, which are  
15 all, generally speaking, either nonprofit or a state certifications. These are  
16 interpreting skills exams. And I think you'd be much safer that way.

17          1:57:57: Thank you.

18          1:57:57: Well, the...

19          1:57:58: I have a question.

20          1:58:00: Hello, this is Cindy Rhodes. May I comment?

21          1:58:03: Certainly.

22          1:58:04: I wonder if the State might consider two things. One is  
23 phasing in the--this requirement, only in that it is a long and expensive road to get  
24 certified. And believe me, I am the first person that says we need to have qualified  
25 interpreters. I want to make sure that a requirement like this doesn't end up limiting

1 the number of people who can end up interpreting, so that the state ends up with a  
2 terrible lack of interpreters who are qualified. And therefore people are not being  
3 provided with interpreters, which would defeat the whole purpose.

4 By phasing this in, it would give people a chance to know that this is  
5 coming, and that they are going to be--this is going to be required. And I love the  
6 idea of paying more to certified interpreters, because this will provide an incentive for  
7 people to get the certification that they should have been getting anyway, but  
8 perhaps have not been moving on because it wasn't being enforced very much.

9 Another thought is that the national certification does have a--the CCHI  
10 does have a way for all languages to get a core certification, but it only involves a  
11 written test. And many of your colleagues there and I have discussed the problems  
12 with this long and hard on the e-mail--through e-mail. But it is--if you've passed the  
13 written test, then at least you get a--of a core CHI. And if this is--links together with  
14 a language test this could be a way of validating the skills, at least to some degree,  
15 of all interpreters in all language groups, because you're obviously never going to  
16 have an actual certification test that is language-specific for every language.

17 2:00:10: Thank you, Cindy.

18 2:00:13: I do want to say--point out something else, too. When you  
19 use a professional interpreter, you're actually saving money. A lot of people, no,  
20 we're really expensive, you know, we're spending all this money, thousands of  
21 dollars into this. But it's really an investment. Because what happens when you  
22 have a professional interpreter, you're saving money because hospital admissions  
23 go down, the visits to the emergency room go down, because they are actually  
24 understanding what's happening, and they follow the directions. Where if you don't  
25 use a professional interpreter, you know, sometimes people go back to the

1 emergency room two, three more times, because they are not understanding what is  
2 really happening, how they're supposed to take their medication and things like that.  
3 So in a way, you're really saving money from the use of a professional interpreter.

4 2:01:02: So I have a question about-- So currently, the worker  
5 chooses the interpreter and...

6 2:01:10: The worker?

7 2:01:11: Yes.

8 2:01:12: Yes, the worker chooses. Whoever the worker wants. That's  
9 how the current rule is in Work Comp in Oregon. And so if we introduce--let's say  
10 we introduce the requirement that the interpreter has to be certified or qualified. Do  
11 we still leave the choice with the worker, but tell the worker you have to pick  
12 somebody from that list?

13 2:01:41: Yes.

14 2:01:42: And who gets that list? How does the worker get that list?

15 And how...

16 2:01:48: Excuse me.

17 2:01:49: Does the insurer have to--

18 2:01:50: Yes.

19 2:01:51: --supply a list to the worker?

20 2:01:52: Jennifer?

21 2:01:54: Speaking as the ombudsman for injured workers, of course  
22 I'm going to say it needs to be the worker's choice, and not necessarily forced upon  
23 them. That depends on--you know, if the medical provider is required to have  
24 somebody there, then so be it. But even if the medical provider is required to have  
25 somebody there that's on their dime, the worker should have that opportunity to

1 have their own person there.

2 If we make it to where the interpreter needs to be qualified or certified,  
3 then similar to--I hate to bring that word up, but similar to the IME process. You  
4 know, insurers have to pick a provider from a list. So to me, if we go--it has to be  
5 certified or qualified, that list of providers would need to be provided to the injured  
6 worker to enable--to make their choice as to who they want to go into the  
7 appointment. At no point do I believe a worker should be forced to have somebody  
8 go into a doctor's appointment that they are not comfortable with, or that they have  
9 not chosen.

10 2:02:55: Helen?

11 2:02:56: The list of certified and qualified interpreters for--through the  
12 Oregon Health Authority is publically available, and the list of registered and  
13 qualified and certified interpreters through the Oregon Courts is also publically  
14 available. So you can have those links today.

15 2:02:13: And even...

16 2:03:14: So...

17 2:03:15: If you add those two up...

18 2:03:16: Go for it, Larry.

19 2:03:17: If you...

20 2:02:17: So if I'd imagine a worker-- Okay. I'm a worker. I don't even  
21 speak English. And I can really relate to that, because when I came to this country  
22 30 years ago I spoke very little English. And so I can tell you, it is very difficult to get  
23 even the most basic things taken care of. And so if I'm injured on the job, my whole  
24 world breaks apart, and now I'm supposed to go online and know--

25 2:03:48: Well--but no. But...

1                   2:03:49: --that I'm-- So, you know, as an injured worker, I think they  
2 need all the help and guidance--

3                   2:03:57: Yes.

4                   2:03:57: --that they can get.

5                   2:03:58: But these lists can be...

6                   2:03:59: And so that's the problem I see with...

7                   2:04:00: Right.

8                   2:04:02: These lists can be made available to those who are hel--  
9 supposed to, I mean, help the injured worker negotiate that, and say, look, you can  
10 choose from people on these two lists to find an interpreter who you are willing to  
11 work with. So that is something that can easily be negotiated by giving people the  
12 two lists of people. And if you add peop-- How many people are on the Court list?  
13 Like, a couple hundred?

14                   2:04:26: Oh, it-- Yeah, easily.

15                   2:04:29: And in the Oregon Health Authority list, you have about 300  
16 people. So that adds up to 500 people in the State of Oregon. I can't see how we  
17 could say that we have no place to start.

18                   2:04:28: So...

19                   2:04:40: Sorry, Larry.

20                   2:04:41: Go ahead.

21                   2:04:42: My concern-- And I don't understand all the differences,  
22 other than I know the difference between medical and courts. And my  
23 understanding under our system, what's being paid for through the Workers'  
24 Compensation system, is for medical services related to the compensable injury. So  
25 I wouldn't want a worker having a qualified court interpreter that may not be skilled

1 with the medical terminology.

2 2:05:09: Can I answer that question? I'm a certified court interpreter,  
3 and I'm a certified medical interpreter.

4 2:05:14: And what I just said was--

5 2:05:15: Yes.

6 2:05:16: --if they're just solely a court interpreter,--

7 2:05:17: Let me...

8 2:05:18: --I would not want that to be part of the list for that worker to  
9 choose to go to the medical-- Go ahead.

10 2:05:24: Yeah, let me answer that question. I'm a certified court  
11 interpreter and a certified medical interpreter. The an--the tests for the cert--for the  
12 court interpreting certification is much more rigorous than the medical interpreting  
13 certification. The medical--the court interpreters deal with medical terminology all  
14 the time in depositions, in court settings. They're dealing with this terminology all the  
15 time, and in-depth in a lot of settings. Medical dep--medical--court interpreters are  
16 going to IMEs continually. So court interpreters are dealing with this continually.  
17 They're--the court interpreting ethics are very similar to medical interpreting ethics.  
18 So I would have no hesitation at all in sending a court interpreter in from that  
19 premise. The court interpreter's training and testing is at a higher level than the  
20 medical interpreter. I mean, I see your point. A medical interpreter has...

21 2:06:14: I don't know the difference. I'm just saying...

22 2:06:16: It's actually--

23 2:06:17: It...

24 2:06:17: --very good and it's adequate, and it's very good testing. But  
25 court interpreting tests 20 languages, and medical interpreting tests 7. So you're

1 bringing...

2 2:06:28: But this worker only needs one.

3 2:06:28: I know. But if he needs one of the 13 that are covered by  
4 court and they're not covered by medical, you're bringing in a large pool of tests--of  
5 languages that you didn't have before.

6 2:06:39: And for example, Washington State certifies in seven  
7 languages, and (unintelligible) in all the rest. So you have a lot of interpreters  
8 currently in Vancouver, and even in Oregon, who are Washington State certified.  
9 And also, pretty much almost all of these certifications, except the U.S. Department  
10 of State, they all have publically posted online searchable databases. Yes, it might  
11 be a really difficult thing for an injured worker. But if the injured worker gets  
12 somebody to assist them to look into the searchable online database-- And all they  
13 have to do is search by language and by residence, and all these databases are  
14 there. They-- You don't have to invest...

15 2:07:21: This is Cindy Roat, again. And I'd like to support the  
16 gentleman who said that he felt that worker--injured workers have enough to deal  
17 with, without having to think of an interpreter. This idea of you choosing your own  
18 interpreter is something that is quite common in the world of the deaf and hard of  
19 hearing community, which is a very ed--relatively educated and empowered  
20 community where often there are nuances of language use that predispose people  
21 to wanting a particular interpreter with whom that they can communicate very well.

22 In the world of foreign language interpreting, people are used to just  
23 getting to the appointment and having an interpreter be there, I mean, if they get an  
24 interpreter at all, it's not one that they've chosen. It's one that is provided by the  
25 provider, who is paying for the service. And I actually agree that having to--putting it

1 on somebody that they need to go and find their own interpreter that they're going to  
2 con--to bring with them, or they're going to set up the appointment to have this  
3 person come, I think that's a lot to put on an injured worker, especially if it's an  
4 injured worker who doesn't speak English and who's not familiar with our systems.  
5 And depending on where they might be in the State of Wa--of Oregon, you know,  
6 may not have access to a computer to go online and do this kind of thing.

7 I do support, of course, the idea that you should be using certified  
8 interpreters, but I don't think that requiring the patient to find one is an appropriate  
9 approach. I think you're more likely then to get people, you know, wanting to use  
10 family members, because that's what's easiest. And that, as we talked about  
11 before, is not an acceptable solution.

12 2:09:15: Thank you, Cindy. Deanna, you had your hand up first.

13 2:09:17: Thank you. Deanna Tapia, Professional Interpreters. Cindy,  
14 that was a very good point. I also think Jerry's point is very good. However, I think  
15 we should give the patient the option to choose their own interpreter. I think--

16 2:09:32: That's what I think.

17 2:09:33: --it is empowering for them, and I think that we should let  
18 them know that they have that right. For example, SAIF does a really good job of  
19 sending out a booklet in Spanish and English, these are your rights as an injured  
20 worker. That's amazing. So in that booklet, maybe they can add--or someone could  
21 add, you have a right to choose your own interpreter, or you can go with the  
22 interpreter that the clinic or the IME or--et cetera is choosing for you. If you choose  
23 to bring your own interpreter, here are the resources that you can find an interpreter.

24 I think that many of our patients may go--use that. They--it is-- One of  
25 the reasons I became a medical interpreter is to help empower the patient to

1 manage their own healthcare. So that is--I think that will empower them, and I think  
2 that they should have that option.

3 2:10:28: Loretta, you had your hand up.

4 2:10:29: I was just going to...

5 2:10:30: Yeah, I like that idea.

6 2:10:32: Yeah.

7 2:10:33: I was just going to say, perhaps to convey the concept, you  
8 wouldn't necessarily ask an injured worker to choose your own physical therapist or  
9 anesthesiologist. The clinic would have the best resources for that. They may say,  
10 you know, I've been there before and I don't like that person. That's a different  
11 issue. But you're dealing with professionals that are as highly trained in a different  
12 manner than the physical therapist or the anesthesiologist. This is not Aunty Helen  
13 who knows my language. This is Helen, certified court/medical interpreter, and the  
14 skills and the ability that most people don't. If that helps.

15 2:11:25: Thank you. Jaye?

16 2:11:29: So from SAIF's prospective, our--I guess our biggest concern  
17 is that somehow we limit access to care, that we slow access to care down. You've  
18 got a worker who has been injured on the job and needs immediate care. I don't  
19 want to have to put a--you know, some kind of a limitation on making sure that  
20 there's a certified interpreter at the emergency room, because we want to get that  
21 person in and get the care. The hospitals, the providers have a responsibility to  
22 provide that interpretation. I don't think that's something that we should be focused  
23 on.

24 And I think that, you know, there are different reasons and different  
25 uses of interpreters in the Workers' Comp system, and there may be different

1 requirements that we would, you know, want to lay out. But I guess I sort of echo  
2 Jennifer's' concern that when we enough issues with concern over, you know, folks  
3 being able to choose their own physician. And the interpreter-- I mean, it's very  
4 personal when you go to the--to a physician for a medical examination. And I would  
5 hate to see us in a position (unintelligible) I've already said, where we're limiting  
6 care, we're putting a worker in a place where they don't seek care because they  
7 don't want an interpreter that they don't know.

8 And I recognize-- You know, Jazmin and I were having a nice  
9 conversation during the break about a couple of relationship that she's built up with  
10 workers over a long claim. And that's great, but the vast majority of claims are in  
11 and out. They're resolved very quickly. I mean, how many medical-only claims do  
12 we have? And so I just--I would urge the Department to--and I think Cindy kind of  
13 mentioned this, you know, to have some kind of a stepped approach to this. And  
14 maybe let's not do all at once.

15 2:13:34: Could I offer a step-wide solution? The person who shows  
16 up at your door, obviously, you couldn't plan ahead for. So you use the--most of--  
17 the most logically available solution that you have in hand. Okay. But you try to set  
18 up processes, so you have one of these types of interpreters available. I mean,  
19 that's due diligence. The-- But for a follow-up appointment, you have the ability to  
20 plan ahead and get a certified interpreter. That is-- I mean, to-- You plan, okay,  
21 let's follow up, you're coming back in a week and three days. You do have the  
22 ability to plan ahead and get a certified interpreter. That is something you can plan  
23 for.

24 Now, I just want to answer the question of interpreting for somebody  
25 you don't know. I've been in that situation many, many times. As a certified

1 interpreter who's gone to an appointment and has dealt with what I call--you know,  
2 with family members who've have been there and have said, "Oh, no, I'm going to  
3 interpreter for this person, because I've always interpreted for my family member."  
4 I've told them, "Look, I've been hired to interpret for your family member, and I'm a  
5 certified court interpreter, I'm a certified medical interpreter; why don't we do this;  
6 you are an excellent father, mother, sister, brother, whatever; just allow me to do the  
7 interpreting, and if there's any time when you feel that you need to step in and  
8 support me or correct me, please do so; it's been awhile since I've been evaluated."  
9 And they love actually being able to step back into their natural role as family  
10 member. It's a lot less stressful for them. They can provide the natural support of--  
11 And I tell--but this--we're taking--"I'm acting as a professional, this is under the role  
12 of professional confidentiality, professional support, and that's the--that's the role of  
13 confidentiality I'm providing for you."

14 I have never had a patient deny my services and step away from that,  
15 because of-- As a matter of fact, I've even done this at a pharmacy where the  
16 daughter of the patient was there. She said, "No, no, no, I'd much rather have you  
17 interpret than me." So I've never ever had a patient say, no, I want to interpret for  
18 my family at all costs.

19 2:15:15: Well, and that's fine that you've never that experience. I just  
20 don't want-- This is a whole system. And--I mean, I appreciate that. It's a whole  
21 system. And so we just need to leave places for that lone worker who looks at you  
22 and says, I don't know you, I appreciate that you're a certified interpreter and you've  
23 done lots of this, I don't want you in the room when I'm being examined. And that's  
24 a personal preference for people, and I think that we have to preserve that.

25 And then the other thing that I just wanted to mention, because we--

1 SAIF has a large bilingual team of claims adjusters, safety professionals, you know,  
2 several of our lawyers who are bilingual. And I will say, most of them are Spanish-  
3 English bilingual folks. And we use them in various places. So what I know is that  
4 certification can be very important in certain instances, but it's not always an  
5 absolute necessity.

6 And then I want to speak to medical terminology fluency. And Jazmin,  
7 you did a really nice job of talking about that. But I also know that there is a lot of  
8 medical terminology fluency or in--lack of fluency among English-- And it is  
9 actually--it's very disheartening and a little frightening to see how people don't  
10 understand the instructions given to them in English, when they are native speakers.  
11 So I mean, we're talking about an issue that is not just when some isn't a native  
12 English speaker.

13 2:17:46: I would agree with that.

14 2:17:47: It is an issue within the medical community and within our  
15 system, because-- I don't know. I saw a video talking about this, where a woman  
16 was asked about what she does when she treats her child with--for a fever. And she  
17 said, "Well, my doctor told me I'm supposed to give my child this baby Motrin or  
18 something." And--"Well, how much do you give your baby?" And she looked on the  
19 back of the bottle and she said, "One tablespoon." Well, it's one teaspoon.

20 2:18:19: Yeah.

21 2:18:20: And so, I mean, that's a perfect example of--this was  
22 someone who didn't know the difference between a tablespoon and a teaspoon in  
23 those little abbreviations. So it is an issue that I don't think certified interpreters are  
24 necessarily going to solve. So we need to be cautious that we're not--that we think  
25 we're going to solve all problems.

1                   2:18:42: Translations are also extremely important for material...

2                   2:18:45: This is Cindy Roat, again. Two comments here. One is, you  
3 know, this idea that people should be able to say--a patient should be able to say  
4 well, you know, I don't know this interpreter, so I don't want to work with them. I  
5 wonder, do we give them the same right of--with the MA? So I don't know this  
6 medical assistant, I don't want to work with her-- I see the medical interpreter as  
7 part of the healthcare team. And people--they may get to choose their physician,  
8 although many times they don't get to choose that either. And I--but the physician  
9 has a team that the physician works with in their office, and we don't give the  
10 patients the right to refuse individual members of the team.

11                   So I don't--unless they have a particular reason, such as, oh, wow, this  
12 interpreter is actually my cousin or, you know, oh, I've had this interpreter before,  
13 and I had a very bad experience with this interpreter, I don't think that patients  
14 should have the right to refuse an interpreter just because they don't know them. On  
15 the other hand, you know, if you want to say that the patient has the right to choose  
16 an interpreter, but they don't have to, they--you know, I suppose you can allow them  
17 that option, as long as the interpreter is qualified to do the work.

18                   And I also want to comment on the concept that bilingual employees  
19 who have not been trained as interpreters can act as interpreters, even if they're not  
20 certified. I think we need to-- You know, again, I'm going to be the person saying,  
21 you know, you need to be really careful about that. There is so--as people have said  
22 today, there's a lot that goes into being an adequate and qualified interpreter.

23                   Many people, I think, who don't work as interpreters, who've never  
24 done this work, don't realize that there's really skill just in the ability to take what you  
25 understand in one language and recreate it in another language almost

1 instantaneously that not all people can do. And--but there are many bilinguals who  
2 are--you know, they may be very good in English, very good in Spanish, but they  
3 don't know the techniques to be able to hear a message, understand the meaning,  
4 and restate that message in the same register and with the same accuracy of  
5 meaning as the meaning--as what they just heard.

6 And so by using, for example, a bilingual medical doctor to interpret for  
7 another doctor, that person may be a very good doctor and may be very good at  
8 actually providing medical services in Spanish, but be an inappropriate and  
9 inaccurate interpreter for another doctor. So I'd like to make sure that we don't  
10 underestimate the importance of training and certification for interpreters.

11 2:21:28: Thank you, Cindy. Helen?

12 2:21:30: I had an interesting experience about four years ago. I was  
13 called to provide training for the Department of Civil Rights and Civil Liberties at the  
14 Department of Homeland Security. They asked me to give a four-hour presentation  
15 on how to work with an interpreter. And the Department of Civil Rights and Civil  
16 Liberties of the Department of Homeland Security works with medical interpreters at  
17 their detention centers, and they're very interested in providing accurate  
18 interpretation in all their services. So they were talking about the services that they  
19 got from different types of providers and different things.

20 And so one of the interesting comments that I heard from them at one  
21 point was, "Is there any time when we can afford to work with someone who is not  
22 certified?" No, because we always need an accurate interpretation, and we can only  
23 get that from a certified interpreter. And that was an interesting comment to get from  
24 them, because they were finding that when they worked with somebody who had not  
25 been certified, the quality of the interpretation was not reliable.

1                   And the--so this is just data from an organization that works with a lot  
2 of people and has a lot of appointments. They found that they were payer a higher  
3 rate for certified interpreters than for noncertified interpreters, but they also found  
4 that the quality was significantly different. But they also were starting to ask  
5 themselves, when can we afford to work with noncertified interpreters? The answer  
6 was we can't. I'm just going to leave that with you.

7                   2:23:14: I would like to add one thing. And I understand that it can be  
8 a little bit daunting sometimes finding a certified interpreter, et cetera. We have  
9 given you a very long list of possible certifications available out there. One of the  
10 things that L&I did in Washington State is that they created their own vetting system  
11 and have posted a searchable database online on the L&I website. So interpreters  
12 who want to provide services for Workers' Compensations' appointments, they have  
13 to submit an application form to L&I. L&I reviews their qualifications, et cetera, and  
14 then posts--they give the interpreter a vendor number--an L&I vendor number. And  
15 it's the vendor number, the name and the contact information, so that at least the  
16 consumer knows that these people have been properly vetted.

17                   2:24:09: Thank you. Jazmin?

18                   2:24:12: So in talking about, you know, choosing an interpreter, I--my  
19 experiences have also been where I'm with a patient and the patient says, "Thank  
20 God that you are here, because the last interpreter was horrible." Okay? "That last  
21 interpreter didn't understand me, or I knew more English than they did," you know.  
22 Or they ha-- And sorry about this. I had a patient that says, "They're from  
23 Argentina, I don't understand that language, I'm Mexican, can you get a Mexican  
24 interpreter?" So you know, that's on the other side of the coin, where here's--what is  
25 the experience of the actual patient, where they also need to understand. In

1 Workers' Comp, in that world, they're able to call their agency and say, send me  
2 another interpreter. I don't understand this one, you know. So in a way, they are  
3 choosing an interpreter there.

4 2:25:15: Right. Yeah.

5 2:25:17: And to that point-- Jennifer, the ombudsmen for injured  
6 workers, is that even the medical providers--the medical providers that have their  
7 own folks that they use for their interpretation--when the workers say, oh, I don't  
8 want them, it's the same thing as Cindy was saying on the phone, is you don't get to  
9 chose who your PA is and whatnot. Those--some of those providers--medical  
10 providers, say, no, this person is there so I understand.

11 The way that the rules were set up when we had this discussion when  
12 we created the rules was, well, even in that situation, if the worker is like, I don't  
13 understand the doctor's office's interpreter, I want to be able to have my own  
14 interpreter, my understanding of the--one of the purposes of the rules was that the  
15 worker has that ability of saying, I want my own interpreter, you can have whoever  
16 you want there, you know, as part of that doctor's office, but I want my own. And if  
17 it's for a compensable service, then there's that expectation that the Workers'  
18 Compensation insurer would be liable for those services. And that's where I'm  
19 getting at. Most of the time, they're grateful that there's somebody there.

20 2:26:26: Right.

21 2:26:26: I think if--you know, if they've been severely injured and  
22 they're taken to the emergency room, they don't say, oh, well, I want my own little  
23 interpreter. I'm sure Salem Hospital has their folks there that fulfill the--

24 2:26:37: Yes.

25 2:26:38: --hospital's obligations with the language, as well as all of the

1 provisions that have been put on medical providers that they have some  
2 responsibility, so...

3 2:26:47: So Jennifer, correct me if I'm wrong. But are you saying then  
4 that could be a case where there's two interpreters in the room, one who is the  
5 doctor's choice and one who is the--

6 2:26:55: Correct.

7 2:26:56: --patient's choice?

8 2:26:57: Correct.

9 2:26:58: I've never seen that happen. When I've gone to an  
10 appointment and the doctor has had a personal choice and I've been the person  
11 sent by the insurance company or whoever, I've just been sent home.

12 2:27:10: And the doc--I believe the providers have that choice; right?  
13 They don't have to allow somebody in?

14 2:27:15: If they think that the interpreter can't do--doesn't really help.

15 2:27:22: Right.

16 2:27:23: So I have been in that case.

17 2:27:23: So they can't say I don't like your hair color.

18 2:27:25: Actually, and where--what they had me do was I sat and  
19 evaluated the patient's interpreter to make--

20 2:27:31: Okay.

21 2:27:32: --that everything was being repeated in a correct way.

22 2:27:36: Interesting.

23 2:27:35: Are you getting paid, both?

24 2:27:40: They don't--the insurer isn't liable for the doctor's offices'--  
25 the provider's interpreter.

1                   2:27:44: The doctor pays for the doctor's interpreter, and then the  
2 insurer pays for the patient's choice in interpreters.

3                   2:27:52: It probably doesn't happen very often.

4                   2:27:55: I hope not.

5                   2:27:56: No. So we're starting to run down on time. I'll take your  
6 question in just a moment. But just to let you know that we're--again, we're combing  
7 our last two issue, more or less. We had the issue about family members at the  
8 exam, which we've talked about quite a bit. But, again, I'd like to kind of get your  
9 closing thoughts before we go, and then-- But Pedro, you had your hand up there.

10                  2:28:18: Yeah. So before I forget, I have so many notes that I've  
11 taken here, so I want to chime in before we close. So first of all, I do send a lot of  
12 interpreters to IMEs and usually the patient does not have a choice as to the  
13 interpreter. It's the clinic that's performing the IME. So a lot of times, another  
14 interpreter shows up. And if that clinic did not order that interpreter, they do not get  
15 to stay.

16                  So in the question about showing up and there's another interpreter  
17 there, or there's not another interpreter, but the patient does not want this particular  
18 interpreter, ultimately it's the doctor, the provider, who makes the final decision. If--  
19 and he can explain or she can explain the reason why we need to have an  
20 interpreter. But if the patient still chooses not to, they still have to document that in  
21 the file, that the patient refused interpreter services. So that's the...

22                  And the part about the vetting, setting up a system for qualified or  
23 certified interpreters, similar to what Washington does-- And I have--like, 90 percent  
24 my billing is for Washington L&I. That would be something that SAIF could set up.  
25 And not to add another...

1 2:29:33: You mean the system?

2 2:29:34: Yeah. Yes.

3 2:29:35: (Unintelligible) saying.

4 2:29:37: Yeah. So this is another meeting that I've been in the last  
5 couple of months, and we're asking for a lot from the providers. They--that's  
6 something that they don't want to get involved in. A lot of times, they will call you  
7 and say, you know, we have a patient scheduled for such and such a date, a follow-  
8 up, do you have a qualified interpreter, Bosnia or Spanish or whichever. But you  
9 give them a list-- I mean, there--that's just too much to ask of them.

10 The other thing, too, you have two sets of workers. You have workers  
11 that have been injured for the first time and have no experience whatsoever with  
12 Workmen's Comp, so the provider orders an interpreter. But some of them  
13 sometimes have experience through a friend or someone that they know, or maybe  
14 this is the second time that they've been injured, so they know how the system  
15 works. So they have a friend or someone that they know that's an interpreter, and  
16 they would ask that interpreter to go with them, which is--you know, that happens  
17 quite bit with me.

18 In regards to the bilingual employee, I'm not big on that. Recently--  
19 some of you may know there's a state that just recently got hit through the  
20 Department of Justice for having staff members that are not qualified or not certified.  
21 So if you're going to have bilingual employees, they should at least have taken a  
22 proficiency test to indicate their ability to--in that particular language. So I can give  
23 you a case in point where a couple months ago I sent a list of glossary terms to  
24 someone that's working for Community Service in Oregon. He says, "Oh, all this  
25 time I've been using the wrong words." And they are a bilingual staff. That person

1 has never taken a proficiency test. So that's another thing. Let's see. Well, I think I  
2 ran out ideas, so--

3 2:31:27: Okay.

4 2:31:27: --I'll close it up right there.

5 3:31:28: Oh, we appreciate all that, Pedro.

6 3:31:29: Yes.

7 3:31:29: Yeah.

8 2:31:31: Loretta. Then I'll get you.

9 2:31:33: Just don't lose sight that a certified or qualified interpreter  
10 abides by a code of ethics,--

11 2:31:39: Yes.

12 2:31:39: --standards of practice, and understands that they are simply  
13 a conduit to transfer information.

14 2:31:47: And I would just suggest for companies that do use bilingual,  
15 the employees--what we do--what have we suggested to many of our clients is-- I  
16 think that's great. You know, there's enough need that maybe there are companies  
17 such as myself, Helen, who can go out and teach those bilingual employees how to  
18 be interpreters, teach them at least how to not put that company under a certain  
19 liability. So that would be a suggestion of mine, is to have your bilingual employees  
20 maybe trained as an interpreter, take the training classes. They're very inexpensive  
21 if you take them through local...

22 22:32:29: Jazmin is also an interpreter/trainer. I wanted to mention  
23 one thing here. I've seen this in deposition after deposition, because I do  
24 depositions about Workman's' Comp as well. And I have seen many intake forms  
25 get basically thrown out because they were filled out by bilingual staff at a healthcare

1 clinic. Enough said.

2 22:32:55: Okay. Thank you. And with that, what I--what I'd like to ask  
3 is-- I want to tell you a little bit about where we go from here. And then I'll--again, I'll  
4 ask for any additional input that you have to me within-- You actually have quite a  
5 bit of time, because that's where I'm headed. I'm going to tell you about the timeline  
6 for this. We open the Oregon Medical Fee and Payment Rules basically once each  
7 year, unless there's something legislative or a court decision, something that causes  
8 us to take immediate action. But every year, the rules go into effect on April 1<sup>st</sup>. So  
9 we're still on that same timeline, so we're looking at April of 2017 before we would  
10 have new rules in place.

11 But long before that, we will have additional Advisory Committee  
12 meetings this fall on the general Oregon Medical Fee and Payment rules. You  
13 know, the issues we usually deal with, the adequacies of fees for healthcare  
14 providers. And we wanted to have this dedicated decision with this group, because  
15 we needed to be more focused than we could be in a general meeting about, you  
16 know, how much chiropractors get paid and how much a physical therapist get paid.  
17 So it was important to us to meet with you all.

18 So I will keep you informed going forward, meaning I will let you know  
19 when there are additional committee meetings. I will let you know when there--when  
20 we file proposed rules and they're available for public comment, testimony. You can  
21 come to the hearing or provide written input. Our main focus here was, as I say,  
22 tran--interpreting. The meetings that we'll hold this fall on the Oregon Medical Fee  
23 and Payment Rules would be primarily about everything else having to do with these  
24 rules, but I will still keep you informed so you know where we're at in the process. I  
25 just didn't want to think, if you don't hear from us, you know, in the really near term,

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that we've forgotten about your input, because we haven't. It's just going to be a slightly longer process than usual. So with that, do you have any final thoughts or questions about the--

2:34:48: Thank you.

2:34:48: --process?

2:34:49: Thank you.

2:34:49: Thank you.

2:23:51: I really appreciate...

2:34:51: I appreciate being heard by you guys, too.

2:34:54: I appreciate your time and the information that you provided. It's going to be very helpful to us going forward. And with that, I'll say good-bye.

2:35:02: Thank you.

(WHEREUPON, the proceedings were adjourned.)

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## CERTIFICATION OF TRANSCRIPT

I, Darlene Siska, as the transcriber of the oral proceedings at the 6/21/16 hearing before Administrative Law Judge Bruyns, certify this transcript to be true, accurate, and complete.

Dated this 12th day of July, 2016.

A handwritten signature in black ink, appearing to read "Darlene M. Siska". The signature is written in a cursive, flowing style.

Transcriber

**CERTIFICATION OF TRANSCRIPT\***

I, Ashlee Kohan, as the proofreader of the oral proceedings at the 6/21/16 hearing before Administrative Law Judge Bruyns, certify this transcript to be true, accurate, and complete.

Dated this 12th day of July, 2016.

A handwritten signature in black ink that reads "Ashlee Kohan". The signature is written in a cursive, slightly slanted style.

Proofreader

*\*Note: Workers' Compensation Division staff members modified this transcript only to correct the names of attendees. Fred Bruyns, rules coordinator*