Healthcare Interpreting Guidebook

Alameda County Language Access Portal
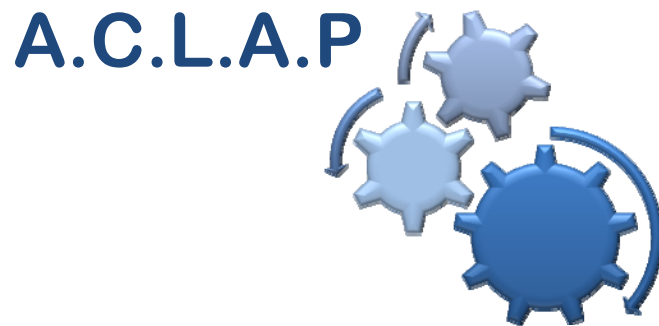
A.C.L.A.P

Acknowledgements

A pilot project of this magnitude could not be completed without the support and encouragement graciously contributed by a dedicated group of people who share a deep passion and commitment to bridging the linguistic and cultural divides between Non-English/Limited-English Proficient (NEP/LEP) Patients and their critical health information.

This project would not have been possible had it not been for the following individuals who have provided material assistance, logistical support, meeting space, computer time, the many shared and delicious meals, camaraderie, moral support, stellar analysis, and countless hours of conversations, written correspondence and the space, opportunity and consideration to allow us to walk through the door:

Guidebook to the Alameda County Language Access Portal

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Welcome to the Future of Face-to-Face Interpreting!

Welcome, and congratulations on beginning the remarkable process of starting an Internet community or "Portal" for those who need face-to-face (f-2-f) foreign language interpreting services and those bilingual professionals who will supply those services in the East Bay.

This reference will attempt to respond to some of the basic questions you may have as you begin to create this unique service for your community. This is by no means an exhaustive guide, but rather a general starting point to begin the work of a regional, multi-payer approach to professionalizing on-site interpreting.

Healthcare spoken language interpreting as a retail service is a relatively new field of business here in California. Back in the old days, you might have heard the following from a service provider, "*Have someone come with you next time so they can translate for you.*" As we become more sophisticated participants in this very diverse country, we now know that asking a Non-English proficient speaker to find a "translator" for their critical healthcare appointments might in some cases be illegal (when a minor child is drafted into the role) and, in other cases, dangerous to an individual's personal health and safety. For the purpose of this Guidebook, we use the correct terminology of "interpreter," to denote those individuals who *verbally* render one language into another, whereas translators render *written* work from one language to another.

This Guidebook is the result of over 10 years of direct experience working as spoken language interpreters, agency managers and software application service providers to the language management industry in the United States. At every decision point, we sought to garner the best thinking available to our emerging field from respected sources that possess 'real world' knowledge and experience in their respective specializations. For our language testing partner, we collaborated with Avant Assessment, the country's foremost pioneer of Internet-delivered, validated language assessments. For staffing policies, we retained leading employment legal counsel and human resource consultants that helped us steer past potential landmines and obstacles unique to our small segment of just-in-time contract staffing. Along the way, we attended years of interpreter conferences from coast-to-coast. We spoke to language agency owners and language service providers who work in hospitals, non-profit organizations and government. It soon became clear that the industry was seeking a new value proposition to professionalizing and rewarding excellent local linguists, which is precisely what we are proposing here.

Because the healthcare interpreting field is only about 15 years old, many new issues are constantly being raised and old issues are always re-visited. Because of this, you will need to stay informed to provision this new service to your community. Joining local, state and national interpreting associations is a critical first step to stay informed about our new industry. Understanding employment rules and legal regulations are absolutely critical to ensure compliance with all your local, state and federal regulations. This reference guide is by no means all encompassing and comprehensive, so stay focused and…

LET'S GET STARTED!

Background – The Alameda County Coalition on Language Access in Healthcare

The Alameda County Coalition on Language Access in Healthcare (ACCLAH) is a coalition of agencies, organizations and individuals invested in making interpreting services available to physicians, healthcare professionals and institutions providing medical services to patients with Limited English Proficiency (LEP) populations in Alameda County, California. Created in 2003, ACCLAH has quickly established itself as a leader and a resource for advancing language services for the Residents of the County of Alameda and for the Nation.

The Coalition works as a forum, educator, advocate, facilitator and coordinator in efforts to achieve its vision. In 2006, ACCLAH embarked on a process to convene stakeholders to listen to their ideas on how to work together to improve language access services in the County. The result of this unique dialogue has resulted in the award of a variety of Collaborative Demonstration Projects that piloted untried methods of delivering interpreting services to primary care physicians who have traditionally been left out of established language support networks.

Fluency, Inc. brought forth the Portal as one of these "untried projects" and was awarded subcontractor status for ACCLAH. Fluency has since completed the first phase of the *Alameda County Language Access Portal* (ACLAP) and is currently working in partnership with ACCLAH and the Alameda Alliance for Health on Phase II. The ACLAP project addresses the "urgency" that is crucial in providing solutions for the fast-evolving language services industry. The Portal also provides for the first time, a public/private approach to managing the dispatch of face-to-face interpreters throughout a highly diverse, urban California county for a variety of public and for-profit healthcare customers.

Measurable outcomes of the Fluency project:
- A feature-rich, Internet Portal that seamlessly marries those who need language assistance to those who provide it in Alameda County
- A ready pool of screened, tested and capable medial interpreters (initially Spanish-speaking) operating with improved efficiency, with greater accountability at less cost than currently provided by ad hoc or by professional contract interpreters dispatched by private language agencies
- A ready pool of home-based expert linguists who will be compensated to anonymously grade linguistic tests via the convenience of the Internet
- Meaningful and rewarding work for graduates of Bay Area interpreting training programs
- Increased on-site interpreter presence for private practice physicians requiring services outside established networks
- Shared data reporting features for global interpreter usage, quality control and built-in financial audit controls and accounting, built-in data collection exportable to Excel / PDF
- More efficient use of language access funding delivered where it needs to go: at the point of LEP/NEP patient contact
- Easy replication across the country – The wheel is invented and other public/private language access coalitions can deploy with relatively minor design adjustments

Picture a future, if you will, where…

…every community across the United States will have a pool of locally-based linguists who will represent the very best interpreters of their region, ready to assist in a variety of domains and efficiently linked and compensated through the convenience of online scheduling and banking.

They will be tested and screened and deliver their work according to standardized operating protocols rigorously monitored by customers, peers and experts in interpreter quality. Ultimately, they will represent the leading edge and best example of on-site language assistance for the day-to-day needs of large human service, public safety, educational and healthcare institutions.

They will be called upon during times of disaster to assist with vital communications for the vast NEP/LEP (Non-English/Limited-English Proficient) communities found in our large urban centers, as well as be available to assist at school districts, government agencies, the local fire department, the neighborhood clinic, during home visits with social workers or parole officers, or perhaps in the emergency room of a regional medical center.

These *Portal Interpreters* will have worked diligently to acquire what many of us take for granted: a profession complete with decent wages, continuing education opportunities for career advancement, health insurance, a 401(k) plan, a credit union, professional liability insurance and steady, meaningful work.

Across the country, communities everywhere are beginning to consider local interpreters not as a boutique afterthought, but increasingly as a critical element of their public health and safety infrastructure. The question we need to ask is:

Are our systems of developing and delivering professional level interpreters reasonable, accessible, efficient and excellent enough to match the profound responsibilities of the profession?

Why This Project – In Support of the Face-to-Face Industry

In our speed-of-light, fragmented, low-attention span world, many would love to make interpreting issues of quality, pricing and availability simply go away with a website mouse-click, a telephone call, or a remotely operated video interface. The reality of our situation is that low quality interpreting happens a lot, with little recourse for the consumer and, conversely, consistently high quality on-site interpreting is not happening enough across all language groups.

There is no silver bullet that can make all language barriers everywhere vanish either with one lone technology or with human beings alone. One of the difficult lessons learned from 9/11 was our country's over-reliance on multi-billion dollar surveillance technology, at the expense of too few trained linguists. If we had had enough skilled linguists available to interpret intercepted communication, we may have had the time to elevate the imminence of the threat to actionable levels. Equipment without people is useless, people without modern tools and capabilities will be left behind.

Collaborative, innovative solutions to effective language access require dedicated people to see them through. Telephonic interpreting, new remote video technologies and on-site, person to person interpreting will continue to respond to the ever-growing needs of NEP/LEP patients and clients across the range of encounters.

It is not the purpose of this project to debate the utility of professional interpreting in its many remotely-delivered commercial manifestations. It *is* the purpose of this project to support and develop local face-to-face interpreting resources in order for our niche of the profession to remain relevant, reasonably priced and as high quality as possible, as a counterweight to new remote technologies that will continue to appear in the market.

We who operate in the world of on-site interpreting face a danger, that if consumers continually experience a poor value proposition—high prices for poor quality services—they will migrate to remote solutions that charge by the minute, not the hour. Our customers will seek the highest quality lowest cost solution to language access, without worrying about an f-2-f industry that was once filled with hopeful, talented, dedicated local linguists. Quality and practice standardization is an immense undertaking and without compensating interpreters to stay in the game AS WELL AS permitting paying customers to demand interpreter excellence via community training rules, we will lose our best linguists to other employers that can deliver a better standard of living for the interpreter and their family.

There is no short-cut for doing the hard work of satisfying our customers' expectations. When our customers do make the choice to schedule an on-site interpreter (often under increased scrutiny of cost-conscious management), we must ensure that they are rewarded with excellent interpreting services that made a difference and truly outweigh any cost argument. If Portal Interpreters look, feel, behave and sound like all their untrained, untested and unscreened counterparts, then we have failed to raise the service to greater heights.

The Big Picture - Why Make Such a Fuss About Using Local Interpreters?

Establishing a corps of thoroughly screened and capable local healthcare interpreters is of crucial importance to Alameda County and more broadly, every community across the United States. According to the 2000 Census, there has been dramatic growth in the number of US residents from other lands and whose first and only language is not English; more dramatic has been the growth in rural areas of the country that have traditionally been very culturally homogeneous. Finding a reasonable, people-friendly, means to communicate and engage our growing NEP/LEP populations towards greater understanding and integration is crucial to the smooth functioning of our civil society.

The professional f-2-f community/healthcare interpreter offers enormous benefits that reverberate throughout every community where they live. It was the hope of this pilot project to establish the baseline of how these interpreters would conduct themselves and their businesses. We sought to engage service providers in helping us determine the quality/pricing context while providing meaningful compensation commensurate with our interpreter's skills, training and intelligence.

It was also our intention, that Alameda County Interpreters would earn a living wage and enjoy a greater degree of respect and dignity for the high-level professional service they deliver every day. With the floor established in this pilot, we begin the creation of a national infrastructure of professional freelance interpreters that will seek to provide the following community benefits:

- A ready source of excellently vetted, screened, and capable on-site, mobile interpreters available on-demand for critical human service and healthcare related appointments at a lower cost with higher per hour pay than what is currently available through retail language agencies or staffed interpreting departments.

- Enough work to keep select interpreters who speak Languages of Lesser Diffusion (LLD's) engaged in the interpreting business and available to a community at all times.

- Affordably priced, quality interpreting services conveniently booked online can expand the pool of paying customers to new domains that reduce the burden asked of local healthcare systems to single-handedly support the profession.

- A high quality alternative to poorly regulated and prohibitively expensive retail language agents that do not have the resources to effectively ensure linguistic and professional quality, do not provide liability, workers compensation, errors and omissions insurance coverage to their contractor pool, offer limited on-going opportunities for self-improvement, and by definition do not provide a sustainable, professional-grade career path for their freelancers.

- A common ground where both interpreters and those that retain their services can have an active voice at improving quality and providing continuing educational opportunities and training to all who are interested.

- An empowered consumer that can schedule assignments online to the *BEST* available interpreter using a selectable, searchable criterion such as: excellent QA evaluations, best on-time performance, completed trainings specific to subject matter (i.e. adolescent behavioral health, palliative care, transplant unit, corrections/law enforcement).

- Excellent resource for Homeland Security / Disaster Response / First Responders to muster professional language assistance and cultural brokering services during emergencies, in order to effectively deliver timely in-language information to at-risk NEP/LEP communities.

- Ideal opportunity to leverage the learning and training of foreign-born US Residents for maximum benefit to the community – i.e. giving the foreign-trained physician meaningful work that fully utilizes their intelligence and cultural brokering skills.

- An excellent recruitment pool from which targeted job postings can be sent to smart, experienced bilingual people familiar both with institutional service delivery and with their respective NEP/LEP communities.

- Local work for local people, local language access dollars stay in the region where services are delivered, whereas some remote telephonic language interpreting agencies offshore scarce

language access dollars to countries such as the Dominican Republic, Panama, Costa Rica and Peru. Healthcare investments stay in the community where healthcare is delivered, expanding the pool of local tax payers and premium-paying member families in a mutually supportive network.

- For a variety of appointments, remote telephonic interpreting is not as effective as on-site interpreting or culturally appropriate for patients who require meaningful language assistance to help negotiate their chronic disease management issues, decisions around palliative care, consent for chemotherapy, etc.

- On-site interpreting provides a unique branding moment for institutions that wish to demonstrate respect and quality patient care to an increasingly diverse insured pool found in California and elsewhere without the expense of permanent staffing in all languages.

- Rational, reasonable and high quality choice for language access compliance for new and evolving state, federal and local regulations and hospital accrediting organizations.

- Meaningful workforce and entrepreneurial development with immediate pocketbook compensation, training new Americans about the nuances and skills necessary for 21st century capitalism: Internet and PC protocols and workflows such as: e-mail, Internet navigation, reading of online maps, Windows and mobile PDA navigation, electronic banking, basic accounting, contracting, tax laws and compliance, insurance requirements; familiarity of large institutional cultures and missions.

- Community interpreters serve as a front line and direct access point to identifying potentially problematic community issues.

- The beginnings of a national network of linguists that operate under a uniform standard of excellence and professionalism.

MITI Test™ The major piece of the application that is now available is the Medical Interpreting Test on the Internet (MITI Test™). Fluency collaborated with Avant Assessment of Eugene, Oregon in creating the test, which has revolutionized the way healthcare interpreter linguistics and professional knowledge are evaluated. Rather than taking a written and/or oral test in person or via a telephonic interview, the MITI Test™ is a web-based, proctored, human-scored exam that can be administered throughout the country. Moreover, unlike other paper and pencil or even telephonic assessments, all skills are tested during the online exam: oral, listening, reading and written skills in both the target and source languages.

Fluency, Inc. (www.gofluently.com) is a pioneer in the field of Internet language management solutions for the healthcare interpreting industry. As a Software as a Service (SaaS) provider, Fluency licenses Internet solutions for managing and dispatching face-to-face interpreting services. The Internet Interpreter Scheduling System (I2S2™) provides a single point of online entry for requesters of interpreting services, freelance professional interpreters and agencies nationwide. The system is currently in use in major medical systems such as Kaiser Permanente, Sutter Health, and Catholic

Healthcare West, as well as HMO's, government agencies and human service organizations in California, Illinois, Ohio, Nebraska, Texas, Florida, Indiana, Connecticut and Tennessee.

Avant Assessment (www.avantassessment.com) is a for-profit Oregon-based company dedicated to creating and delivering web-based language tests. Language tests are the only kind of assessments Avant makes, and they have clients in the academic (K-12 and university), corporate, and government markets. Since it was founded in 2001, Avant has had a research partnership with the Center for Applied Second Language Studies (CASLS), a National Foreign Language Resource Center, at the University of Oregon. This partnership has enabled Avant to administer more than 1.5 million web-based language tests to date.

Why the Portal Requires a Local Partner

Our mission for ACLAP was not to extend our healthcare language interpreting agency in Sacramento to the Bay Area as an extension of our ongoing services. We sought to reorder the deck and split the work of the language agency into two distinct parts, one remotely managed, the other locally directed with each participant really enjoying and being good at their particular piece of the work:

Fluency Tasks Remotely Managed 24/7/365:

- Serve as a 24/7/365 call center for all inbound requests for f-2-f interpreters for the East Bay, either via the Internet or through an 800 number.

- 24/7 Concierge services for both providers and interpreters, one telephone number convenience to lodge complaints regarding interpreter performance, give interpreters in transit spoken walking and driving directions to an appointment, let the provider know the interpreter is running late etc.

- Schedule appointments directly to interpreters (either to the handheld Pocket PC or via a text message to an interpreter cell phone), or to the Public Pool of appointments. Provide wake up calls to those interpreters who have placed themselves on-call for Emergency appointments occurring off hours

- Deliver telephonic appointment reminder calls and other case management tasks to interpreters so they can remind NEP/LEP service recipients of upcoming appointments and pre-appointment instructions for next day service (i.e. after midnight for early morning surgeries etc.).

- Make available to all registered users, the Internet Interpreting Scheduling System, with all local and remote back-ups, hardware upgrades, telecom redundancy , capable fail over solutions, enterprise-class fire wall, security, upgrades, HIPAA compliance, and more 24/7/365

- Provide complete end-to-end financial management and audit functions associated with verifying interpreter time and production of accurate billing of Portal Independent Business Interpreter Organizations (PIBIO's).

- Direct electronic funds transfer to Portal Interpreters, Local Portal Manager, and Request for Payments from Institutional Customers via ACH – PayPal protocols
- Add new functionality via new and/or improved reporting features, and create other engaging processes and application capabilities that will add-value to the user community
- Deliver complete global usage reporting exportable to a variety of formats – PDF, Excel documenting interpreter fulfillment metrics and usage by organizational customer, department, cost center, date range, type of appointment, language, disposition of appointment and more
- Assist with all initial training and set up at a nominal cost to the community ($2,500.)
- Assist with ongoing support for portal users at no cost to the community, provide step-by-step training to new PIBIO's and Local Managers

Tasks of the Local Partner:

In order for the model to be sustained the Portal will require *local* management to assist with managing the following:

- Serve as the clearinghouse and administrative focal point for institutional purchasers of PIBIO services.
- Recruiting , screening and preparing new Portal Interpreter Businesses into the system, retain paper records, test results, course completion and insurance certificates in hard copy files available for inspection by any authorized customer.
- Coordination of training and continuing education and professional development for all members of the Portal community:
    - **For Interpreters**
        - How to access and use the Website in the absence of a Pocket PC
        - How to access and use the Handheld Pocket PC device
        - Access to meaningful continuing education programs
        - Small business assistance: local licensing, banking, accounting, insurance coverage
    - **For Customers**
        - How to access and use the Website to book appointments
        - How to use the Website to manage budgets, and payables
        - How to use the Website to produce global usage reports and other reporting features necessary for documenting service and regulatory compliance
- Local assistance with ensuring Regulatory, Safety, Risk Management and Quality Assurance issues
- Reward good PIBIO's, Discipline poor PIBIO performance.
- Direct sales inquiries from new customers to Fluency's Sales Team
- Serve as a secondary check for all financial activity through the portal.
- Create suggestions on new or amended software workflows and functionality, pilot and provide feedback, train new workflows and functionality back to community users.

What are the Fees? – Remote Back Office, Local Partner, Interpreter & Customer

a). Fluency Fees: *Average $5 - $8* per transaction or Percentage of Billings TBD

b). Local Partner Fees: *Average $5 - $8* per transaction or Percentage of Billings TBD

c). East Bay Interpreter PIBIO: *Average $35 to $40* per hour, 1-hour minimum, thereafter time bills in pro-rated increments of 15 minutes, Travel Time – Based on MapQuest from Point to Point TBD; Mileage: IRS allowable (.55 cents per) billed point to point via MapQuest, with consolidation of miles and travel time between two appointments with 2 hours or less of lag time; After Hours, Emergency and Holiday Rates TBD.

d).Client Fees: *Average $49 to $55* per hour 1 hour minimum, point-to-point mileage according to IRS Rates @ .55 cents per mile, TBD After Hours / Holidays, Emergency Bookings.

Current best estimates of price points for both sides of the Portal are under consideration. For ACLAP, Fluency began with a $5.00 per transaction fee which did not cover true expenses due to the lack of any local support. During Phase 1, not only did Fluency create the Portal but also was compelled (from 75 miles away) to recruit interpreters to the Portal, screen, train and test each one and begin to search for willing physicians who demonstrated an interest in free on-site interpreting services.

Delivering the entire end-to-end appointment lifecycle - intake, scheduling, concierge services, invoicing and electronic funds transfer of interpreter payment - at virtually no set up cost, removes the expensive daily task language agencies must build into their pricing (telecomm fees, rent, software programming, operators, schedulers, PC's and other equipment, benefits and insurance for staff, collections, A/R, A/P, human resources coordinator, management, network security specialist etc).   Reducing the mark-up of that complex service to single-digits price frees up substantially more money to direct-pay interpreters, who, after all, are doing all the heavy lifting of traveling, delivering services documenting their time, and maintaining their credentials.

Going forward, a local partner must receive some percentage of the appointment transaction fees that can compensate for the hard work of managing community quality and customer service. In the East Bay typical interpreting fees paid to unscreened interpreters range from $30 to $55 per hour, generally with a 2-hour minimum.

Our pricing plan for ACLAP began at paying $25 per hour for a 1-hour minimum. We soon realized, that the market dictated we raise interpreter hourly compensation to $35 per hour at a 1-hour minimum. Still, with retail language agencies billing anywhere from $55 to $95 per hour at a 2-hour minimum, the ACLAP interpreter pricing scenario demonstrated significant cost savings to the customer, while providing satisfactory compensation for the interpreter who performed on-site services.

Section II. The 3 Portal Platforms Described

Visual Maps

Institutional users of on-site interpreting pay a nominal annual fee to Local Portal Management provide guidance & direction for system, release interpreter, manager & Fluency fees in a timely manner.

School District Customer

Healthcare Customer

Government Customer

Legal Customer

ACLAP Organizational Overview

- *Customers, Requesters,*
- *Portal Front Office*
- *Portal Back Office*
- *Interpreter Organizations*

Fluency Inputs Appointments to Database via Online or by phone 24/7/365, assists providers with all aspects of service delivery: Concierge work, Quality reports, training of Portal usage and documentation of services.

Requester says,*" I need a Spanish Interpreter in Labor & Delivery*

Local Portal Front Office

Screening, Testing, Verifying PIBIO credentials, interpreter fulfillment, ongoing performance evaluations

NEP /LEP Clients

Can provide direct feedback to Portal managers regarding access issues, and interpreter performance, QA feedback, can schedule telephonic interview with bilingual Fluency case managers

Fluency 24/7 Call Center – Back Office

Small Business assistance, store all documents: training and insurance certificates, licenses, medical panels, upload new PIBIO's, delist non-performers, provide CEU trainings, assist with promotion and advocacy

Fluency delivers appointments to individual interpreters or as a pool of available appointments open to all authorized same language PIBIO's depending upon original requesting parameters; helps interpreters to get to where they need to go

Portal Independent Business Interpreter Organization (PIBIO)

CANTONESE

Portal Independent Business Interpreter Organization

SPANISH

Portal Independent Business Interpreter Organization

VIETNAMESE

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Upon final Hospital A/P approval, 1-hour of time is deducted from Hospital Language Access Operating budget and sent to electronic ACH via Pay Pal account to Fluency

Paying For Portal Services

Encounter Fulfillment

Revenue Split / Elapsed Time

Healthcare Customer, pays annual membership fee entitles full access to services and voice on quality, recruiting, screening, training mission and operations of Portal Front Office activity

Yearly On-site Language Access Budget

Step 4

10 days

E - BANKING

$49.00 Sent to Fluency, Inc

Step 3

4-days

Local Portal Front Office

Final check for accuracy and successful completion if O.K. To Pay, Send electronic Release of Funds Authorization to Customer.

Fluency provides audit control of interpreter time, and sends "O.K. To Pay authorization to Local Portal Front Office for third party authentication

Step 2

2-days

E - BANKING

$7.00 Sent to

Step 5

11 days

Requester, *"Thank you for your time Jose, as always, you did an excellent Job!"*

If there are time discrepancies or other issues, request for further validation is sent to PIBIO for clarification prior to any release of Interpreting funds

Fluency 24/7 Call Center – Back Office

E - BANKING

$7.00 remains with Fluency

Step 5

11 days

Step 3-a

Requester confirms PIBIO's completion of Spanish encounter by signing the screen of her Pocket PC*, device, capturing actual completion with an accurate date/time stamp, it is sent to Fluency Servers at that moment. *Pocket PC not used during Pilot, implemented in Phase II.*

E - BANKING

$35.00 Sent to Jose's PIBIO biz Checking Account

Step 5

11 days

Step 1

0 Hours

Portal Independent Business Interpreter Organization (PIBIO)

Legend

→ **Fluency**

┈┈▸ **Transaction Fees**

→ **Audit**

→ **Relationship**

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B. Platform 1 - Interpreters

General Breakdown of How On-Site Interpreters are Organized by Type - Northern California							
Interpreter Type	Where they Work	Instructions	Training/Screening & Verified Skills	Pay Scale & Time it Takes for $ Receipt	Taxes	Liability/E&O Insurance	Set Hours
Unaffiliated Freelancer	Work anywhere for anybody, mostly workers compensation	Does not receive instructions as to how to perform duties	Unknown if trained, or tested, rarely asked, rarely offered, no medical panels No vetting of any kind. Difficult to verify anything	From $25 to $85 /hr depending upon type & demand - difficulty getting paid after assignment	Pays own taxes, works mostly under the radar of taxing bodies	Wouldn't buy insurance unless compelled to do so, policy expiration unmanaged	Sets own hours
Agency Independent Contract Interpreter	Where the Agency sends them generally hospitals and workers compensation app'ts	Interpreters learn Agency policies: time keeping, invoicing and assignment mgmt, few offer skills training - doing so triggers EDD scrutiny	Rarely learns details of the profession given immense time and resource constraints, catch-as-catch can invalidated language testing via oral interview process/ Rare for agency to corroborate and manage background checks, medical panels and the like given high contractor churn rate	$15 to $35/hr, no benefits whatsoever – Agency can stiff interpreters, with little recourse for linguist, agencies charge from $45 to $95/hr 2-hr min, lots of lag time before an interpreter can get paid, waiting for receivables	Agency sends IRS From 1099, interpreter responsible for all their own taxes	Reputable Agencies will have Biz Liability, E & O to hospital limits, NO COVERAGE extended to FREELANCERS!	Accepts hours Agency sends them
Staff Interpreter	Exclusive to and at the pleasure of the Interpreting Services Department	Significant training opportunities, including hospital safety OSHA, employment policies etc.	Significant in-depth vetting of recruits, medical panels, generally invalidated language assessment, ongoing interpreter ed. opportunities depending upon funding & org. support & integration of ISD	$16 to $25/hour depending upon seniority, combo of full benefits to no benefits, easy to cash payroll checks every pay period!	Hourly employee with all usual taxes, benefits retirement etc	Indemnified by employer	Hourly schedule set by ISD Managers

General Breakdown of How On-Site Interpreters are Organized by Type – Northern California							
Interpreter Type	*Where they Work*	*Instructions*	*Training/Screening & Verified Skills*	*Pay Scale & $ Receipt*	*Taxes*	*Liability/E&O Insurance*	*Set Hours*
Portal Independent Business Interpreter Organization (PIBIO)	Available to work for any authorized Portal customer; Can also work outside Portal too,	Must show proof of completion from a bona-fide interpreter training course, posted on their Portal Profile	Local Committee produces vetting profile and system for PIBIO's initial upload and continued credentialing, reward system for continuing education fulfillment tied to PIBIO profile; MITI Test scores and audio voice samples of English and Target language accessible on their Portal Profile - i.e. more CEU's the higher the PIBIO's status rises among same language PIBIO's, ongoing QA System Profiler ensures compliance and performance standards	$25 - $65 / hr 1-hour minimum, pro-rated 15-min thereafter, mileage reimbursement from IRS Tables, payment delivered via EFT to PIBIO bank acc't after O.K. To pay verification –approx 14 days from service delivery. Creation of group purchasing plan: Medical, Vision, Dental insurance, retirement planning and more!	Responsibility of the PIBIO; 1099's sent to PIBIO's tax ID's from every Portal client that spent $600 or more per calendar year.	Required, and Verified, policy lapses can result in automatic de-listing from the Portal.	Up to the PIBIO to accept or reject

A Brief Overview of Contractor vs. Employee Status and the ACLAP

The perennial debate of who is an employee and who is a freelancer in the State of California continues to be a highly contentious issue. With the chronic state budget deficits systemically encased, there is no indication that the California Employment Development Department (EDD) will diminish their aggressive approach at recouping lost taxes to Freelance, Independent Contractors of every stripe and hue.

If it were up to the State of California, Independent Contractors would cease to exist in the state, and all would be compelled to participate in the expanding pool of tax payers. A complete California statute on the Language Interpreter Industry is attached in this section for informational purposes.

It is the opinion of ACLAP management that in order for interpreters to remain price-competitive throughout a region populated by freelance interpreters, Portal Interpreters must retain and protect their Independent Contractor status. Establishing that status must occur at the onset of establishing the Portal system in any community, and definitive rules, solid Independent Contractor Agreements and procedures must be followed very carefully. Additionally, new regulations will likely appear that will require further compliance and oversight on the part of Portal Management.

As always, up-to-date professional legal, human resource management and tax advice is critical as the Alameda Portal Model goes from the pilot phase into production. It is our hope that by complying successfully with the difficult employment, health and safety regulatory environment in California, as well as the steep risk management obstacles that must be navigated through our litigious-environment, the Portal will have already answered many of the same issues developed to a lesser extent in other states.

It is the mission of ACLAP to take a very proactive and comprehensive approach to ensuring the independent status of ACLAP interpreters. Failure to do so can result in significant fines and interest penalties levied by EDD auditors who may determine that an employee was indeed misclassified as an Independent Contractor. The following document produced by the State of California identifies the 24 unique elements that differentiate the two classifications: http://www.edd.ca.gov/pdf_pub_ctr/ee-ic.pdf. Remember, a bona fide business can never be an employee.

In light of the proceeding ACLAP has developed the designation of ***Portal Independent Business Interpreter Organization*** **(PIBIO)** in order to establish full business credentialing and licensing from the onset by completion of the following:

To begin every major California municipality has an informational source for those entrepreneurs interested in starting a business. Copied below is from the City of Oakland Business Services section that assists new businesses in complying with licensing, zoning and a variety of other issues:

I'm thinking of starting a business in Oakland. Who should I contact?

Call the Business Development Services Office to get started. Call 1.877.2.OAKLAND or 510.238.3627 or send an e-mail to Business Development.

Where should I locate my business?

The Business Development Services Office in the Community and Economic Development Agency can assist you in finding an appropriate location for your business operation in Oakland. When considering a business location, you should also consider zoning regulations. Contact the Zoning Division to obtain zoning clearance for your business location.

How can I find out what licenses and permits I need for my business?

The California Government: On-line to Desktops (CalGOLD) will help determine which local, regional, state and federal licenses and permits you will need for your business operation.

Will I need a business tax certificate from the City of Oakland?

Yes, all businesses, residential rental properties, and commercial properties in Oakland must obtain a business tax certificate. Contact the Business Tax Unit for detailed information and applications.

Who can help me recruit qualified employees?

The Oakland Private Industry Council offers recruitment, screening, training and additional business services.

Who can I contact for business loans?

In addition to commercial lenders, the City of Oakland offers help in financing new or on-going business ventures, inventory purchasing, and commercial real estate acquisition or rehabilitation project. The OBDC Small Business Finance offers loans in amounts up to $249,500.

How can I lower my State income taxes?

Business located in the Oakland Enterprise Zone can take advantage of hiring and equipment tax credits and other

tax benefits to lower their State business income tax.

Is there assistance to rehab or renovate my building?

Yes. The Federal Historic Preservation program offers two investment tax credit programs for "substantial rehabilitation" of older commercial buildings – 20% for properties on the National Register of Historic Places and 10% for other pre-1936 buildings. The City of Oakland's Façade Improvement Program provides matching grants and design services for improvements to commercial building exteriors in targeted sections of downtown and neighborhood commercial districts.

What does the Redevelopment Division do?

The Redevelopment Division plans and directs major redevelopment projects to improve economic conditions throughout the City of Oakland by reversing deteriorating trends, remedying blight, and creating a new image for the City. Redevelopment projects can rehabilitate property, build new homes, create jobs, simulate private business & development, and stimulate new investment.

What does it mean if my home or business is in a Redevelopment Area?

Please refer to the Citizen's Guide to Redevelopment published by California Redevelopment Association.

Where can I find additional information on Redevelopment?

The Business2Oakland website is an excellent source of redevelopment information specific to Oakland. For Redevelopment information of a more general information, visit the California Redevelopment Association website.

Who can I call with additional questions?

Need more information or have questions that are not answered by this web site? Assistance from our team of professionals is just a phone call or e-mail away.

For specific program contacts, please refer to the staff roster links at the top of this page.

If you need assistance in a language other than English, please contact the Oaklanders Assistance Center at (510) 444-CITY.

Business Needs and Screening Requirements of the PIBIO Micro-business

- Fictitious Business Name Statement filed with a newspaper of general circulation
- A Tax ID Number and business checking account with online account access in the name of the business and separate from all personal checking accounts and/or other personal financial instruments.
- The State of California, depending upon the type of business being created has different levels of registration and filing requirements

The following is a brief overview of various business structures. The information is intended to provide a basic understanding of the different business structures and is not intended to provide legal advice. It is strongly recommended you consult with a legal representative and accountant before making a determination as to the type of business entity to form.

- Sole Proprietorship
- Corporation
- Limited Liability Company
- Limited Partnership
- General Partnership
- Limited Liability Partnership

Sole Proprietorship

A sole proprietorship is set up to allow an individual to own and operate a business by him/herself. A sole proprietor has total control, receives all profits from and is responsible for taxes and liabilities of the business . If a sole proprietorship is formed with a name other than the individual's name (example: John Smiths Fishing Shop), a Fictitious Business Name Statement must be filed with the county where the principal place of business is located. To determine the applicable county agency where fictitious business names are filed, please refer to the list of California counties provided on the California State Association of Counties website. No formation documents are required to be filed with the Secretary of State. Other state filings may be required depending on the type of business.

Corporation

A domestic corporation (Articles of Incorporation) generally is a legal entity which exists separately from its owners. While normally limiting the owners from personal liability, taxes are levied on the corporation as well as on the shareholders. The sale of stocks or bonds can generate additional capital and the longevity of the corporation can continue past the death of the owners. Legal Counsel should be consulted regarding the variety of options available for formulation.

Click here for Frequently Asked Corporation Questions

Limited Liability Company

A domestic limited liability company ([Domestic - LLC-1/Foreign - LLC-5](#)) generally offers liability protection similar to that of a corporation but is taxed differently. Domestic limited liability companies may be managed by one or more managers or one or more members. In addition to filing the applicable documents with the Secretary of State, an operating agreement among the members as to the affairs of the limited liability company and the conduct of its business is required. The limited liability company does not file the operating agreement with the Secretary of State but maintains it at the office where the limited liability company's records are kept. Professional limited liability companies are restricted in California at this time.

Click here for [Frequently Asked Limited Liability Company Questions](#)

Limited Partnership

A domestic limited partnership ([Certificate of Partnership - LP-1](#)) may provide limited liability for some partners. There must be at least one general partner that acts as the controlling partner while the liability of limited partners is normally limited to the amount of control or participation they have engaged in. General partners of a limited partnership have unlimited personal liability for the partnership's debts and obligation.

Click here for [Frequently Asked Limited Partnership Questions](#)

General Partnership

A general partnership ([Statement of Partnership Authority - GP-1](#)) must have two or more persons engaged in a business for profit. Except as otherwise provided by law, all partners are liable jointly and severally for all obligations of the partnership unless agreed by the claimant. Profits are taxed as personal income for the partners. Filing at the state level is optional.

Click here for [Frequently Asked General Partnership Questions](#)

Requirements of the PIBIO Micro-business (continued)

- Business Cards, brochures a simple website
- Electronic versions of any and all completion certificates for interpreter training coursework and continuing education provided by a bona fide training provider
- A Business License and Home Occupancy Permit issued by the local/municipal taxing authority for small businesses
- A Windows Mobile 6.1 or later version Personal Digital Assistant handheld pocket PC and telecommunications account with a major telecommunications service provider

- Business Owners Insurance with built in company Auto Policy with Errors and Omissions Insurance at $1million per occurrence, $3 million aggregate limits
- A photo ID Name badge that can be created and worn by the interpreter at all times during rendering on-site language services
- Names and contact information of other same-language interpreters that can provide language support coverage if the principal interpreter is unavailable
- Transportation and valid automobile insurance if driving

I. Employee Screening/Criminal Background Check:

Process: The Interpreter will complete and sign a consent form to allow the Background Check to be performed. The ACLAP Portal Manager will be trained on how to logon and submit the required information to perform a background check online.

Cost: Fees vary by company and volume from $30-$60.

Turnaround Time: 24-72 hours.

Result Action: Results will be available to ACLAP management by logging in to a secure, password required website and/or by mail.

Note: The ACLAP manager must first register to become an authorized user. Most reporting agencies are required by the industry to conduct a site inspection of the commercial business address of all new clients. There is a cost associated with the inspection.

II. Tuberculosis Clearance

Process: The interpreter is required to schedule an appointment for TB screening with their family physician or any local clinic, such as Axis Community Health, which has locations in Pleasanton and Livermore.

Cost: $20 at Axis Community Health (varies greatly by location)

Turnaround Time: 48 to 72 hours

Result Action: Interpreter must deliver a copy of their TB clearance to the ACLAP manager.

III. DMV Driving Record

Process: Interpreter must proceed to their local DMV office during normal business hours and request a copy of their driving record by filling out form INF 1125, showing valid photo ID and paying the required fee.

Cost: $5

Turnaround Time: Immediate

Result Action: Interpreter will provide ACLAP portal manager with the driving record printed by the DMV.

IV. Two (2) Passport Photos for ID Badge

Process: Interpreter will purchase passport photos from the site of their choice (such as Costco, Walgreen's or other establishments offering passport photos).

Cost: Approximately $10 (varies by location)

Turnaround Time: Immediate

Result Action: Interpreter will submit the two photos to ACLAP manager with other required documents.

V. Authorization to Work in the United States

Process: Interpreter will complete form I-9 for Employment Eligibility Verification. The form must be accompanied by acceptable documents to establish identity and employment eligibility. A list of "acceptable" documents is included in form I-9 (see attached form)

Cost: Free

Turnaround Time: Immediate

Result Action: The ACLAP manager will then confirm the interpreter's identity and eligibility by searching government databases through E-Verify. Information can be found on the Department of Homeland Security's website at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

Note: ACLAP manager will have to enroll the organization in the E-Verify program (free of charge).

VI. Interpreter Check List

Photocopy of Drivers license and Valid Proof of

Automobile insurance card	☐
Home PC with DSL or better Internet Access	☐
Printer and scanner	☐
Bilingual Medical Dictionaries	☐

Successful Completion of Medical Interpreting

Course, Minimum of twenty (20) hours	☐

Successful Completion of the Medical Interpreting

Test on the Internet (MITI Test™)	☐
Completed Emergency Contact Info Card	☐
IRS Form W-9 Signed	☐
Service Delivery and Conduct Agreement signed	☐
Completed ACLAP Independent Contractor Contract	☐

Recruiting the Optimal Portal Interpreter

Recruiting the right interpreters for the Portal is highly important for its long-term viability. Portal administration should seek candidates who have completed an interpreting certificate program, have solid experience in interpreting and individuals that can overall enhance the community the Portal is to serve. Secondary to bringing excellent language access, the Portal aims to provide dedicated interpreters with enough work to keep them in the field and offer further career opportunities.

In most other healthcare fields, consumers and employers can rely on state regulation and/or certification to find optimal practitioners. While there is some discussion about the development of professional certification, currently, healthcare interpreters are not offered any professional certification at either the state or national levels. The Medical Interpreter Test on the Internet (MITI Test™) serves as a quality assurance tool and aids in identifying individuals who have the skills, knowledge and experience to perform interpreting tasks well. The MITI Test™ is a scientifically validated test, specific for healthcare interpreters, that measures all skills necessary to interpret.

Education and Training

The optimal candidate is one who has completed a 100-hour Healthcare Interpreter Training Certificate Program such as those offered by City College of San Francisco and Merritt College in California. Candidates who have completed a 40-hour training such as *Bridging the Gap* or *Connecting Worlds* should also be considered viable.

Portal Candidates must possess working skills and knowledge necessary to perform Interpreting tasks, accurately, efficiently and with the utmost professionalism. In addition candidates must:

- Be familiar with the roles and responsibilities of the health care interpreter
- Be knowledgeable about Interpreter Code of Ethics and Standards of Practice
- Possess basic knowledge of common medical conditions, therapies and procedures
- Be bilingual and bicultural
- Successfully complete the MITI Test™

Experience

In <u>addition to Training and Education Requirements,</u> it is preferred that Portal Candidates possess a minimum of 2-years of interpreting experience or 5-years of experience in the healthcare field in a position that has afforded the opportunity to work directly with patients (for ex. Medical Assistant, Nurse's assistant).

Skills

Candidates must have basic computer skills, excellent customer service skills and a good driving record. Candidates must also be able to work in a high-stress environment; have the ability to work with minimal supervision and approach difficult situations in a practical and sensitive manner, keeping the role of the healthcare interpreter, Code of Ethics and Standards of Practice in mind.

C. Platform 2 – Front and Back Office Management

Remote and Local Management Job Descriptions and Responsibilities

Remote Side – Fluency, Inc.

Senior Software Engineer: (Suggested Pay Rate: $140 per hour)

At the discretion of Portal Users, changes to the Internet Application may become necessary as the system evolves and the community matures. New workflows, reports, electronic notification, mobile applications, and other requests for workflow automation represent some of the new challenges that will be required over time. New code must be written to accommodate the financial aspects of the Portal – from establishing an escrow account, sending payment reminders, and recordkeeping and auditing Interpreter billings and payment. The Senior Software Engineer is responsible for the overall maintenance, security, design and deployment of the Portal throughout the community. The Senior Software Engineer also ensures that new code and design request does not conflict with pre-existing functionality of the application.

Managing Software Engineer: (Suggested Pay Rate: $100 per hour)

Under the guidance of the Senior Software Engineer, the Managing Software Engineer engages in developing new code in adherence with client specifications, performs critical testing to avoid software errors and conflicts, design modifications, monitors performance of production databases, investigates functionality issues, and serves as the initial software engineer in developing new products, services, workflows, functions and reports for the Portal community.

Network Specialist: (Suggested Pay Rate: $80 per hour)

Under the Guidance of the Senior Software Engineer, the Network Specialist is responsible for data integrity and security for the Portal community. The Network Specialist also serves as the lead HIPAA compliance officer for the community.

Among their many responsibilities is the design and management of the on-site and remote backups, testing network security, encryption and firewall status, monitoring connection speed and performance of the various

databases, and serving as the senior on-site specialist for the co-location facility where all data is stored and retrieved.

Comptroller - Electronic Funds (Suggested Pay Rate: $120 per hour)

Responsible for design, maintenance and control of all electronic financial activity associated with the delivery of Portal interpreting services. Assists with the establishment of online banking accounts for A/R and A/P functions, and ensures end-to-end fiscal compliance with contractual obligations, including receipting, audit trails, security, interpreter authentication and requester credentialing and registration.

Lead Trainer – Professional Integration (Suggested Pay Rate $65 per hour)

Responsible for all aspects of Portal integration on the Client Side; duties include delivering seminars and workshops as well as provide follow up training and support services for the following Client Side deliverables:

- Registering new interpreters
- Establishing service rules, procedures and quality assurance,
- Regulatory compliance
- Quality Assurance benchmarking and implementation
- Professional standards, protocols and ethics
- New Initiatives – Continuing Education Resources;
- Establishing Peer-review / disciplinary mechanisms
- Recruiting Techniques
- MITI Test Proctoring and warehousing of test results
- Completing all paperwork – contracts, applications, interpreter documentation, ID badging, etc.

Assistant Trainer – Technical Integration (Suggested Pay Rate $45 per hour)

Responsible for training Portal managers to effectively use the scheduling system, provides train – the – trainers workshops that provides the necessary tools for Portal managers to train new interpreters and requesters to access the scheduling system.

Client Side – Local Partner

Portal Lead Manager: (Suggested Pay Rate $3,800/month)

The Portal Lead Manager serves as the Portal's primary liaison between registered Interpreters and authorized requesters of interpreting services. The Manager is responsible for developing strategic partnerships with local vocational and higher education institutions for training and recruiting purposes. The Lead Manager also must have excellent organizational development skills sufficient to secure funding for Portal interpreters from a variety of institutional East Bay payers as well as participation from local interpreter pool

Portal Assistant Manager / Lead Trainer: (Suggested Pay Rate 2,800/month)

Portal Management, changes to the Internet Application may become necessary as the system evolves and the community matures. New workflows, reports, and automation represent some of the new challenges that will be required over time. New code must be written to accommodate the financial aspects of the Portal – from establishing an escrow account, sending payment reminders, and recordkeeping Interpreter pay.

Administrative Assistant (Pay Rate: Up to $17 per hour)

Serves as principle support specialist for all paperwork requirements and administrative functions of the Portal.

Potential Sample Budget for Local Partners

See Next Page -

Potential *SAMPLE* Budget Local Portal Management

Income	Column 1		Column 2		Column 3	Column 4
Monthly Transaction Fees	**Daily Income**		**Weekly**		**Monthly**	**Yearly**
75 appointments a day @ $7.50 per	$	562.50	$	2,812.50	$ 11,250.00	$ 135,000.00
Client Membership Fees $2,500/yr/ 7 clients						$ 17,500.00
PIBIO Membership @ 35 PIBIO's @ $45 /mo					$ 1,575.00	$ 18,900.00
Total Income						**$ 171,400.00**

Expenses						
Personnel	**Monthly Salary**		**Taxes / Benefits at @20%**			
Salary 1 Admin Assistant	$	2,000.00	$	400.00	$ 2,400.00	
Salary 2 Lead Trainer	$	2,800.00	$	560.00	$ 3,360.00	
Salary 3 Manager	$	3,900.00	$	780.00	$ 4,680.00	
Subtotal Wages and Benefits					$ 10,440.00	$ 125,280.00
Office Expenses					**Monthly**	**Yearly**
Shared Rent					$ 500.00	
Telecom					$ 150.00	
Utilities					$ 150.00	
Supplies					$ 350.00	
Meetings Events					$ 650.00	
Equipment					$ 300.00	
Printing, Reproduction, Reporting					$ 125.00	
Professional Fees					$ 400.00	
Fees, Dues, Subscriptions etc					$ 200.00	
Taxes/Insurance					$ 350.00	
Contingency, Extras					$ 600.00	
Expense Subtotal					$ 3,775.00	$ 45,300.00
Total Expenses						**$ 170,580.00**
Yearly Income (Loss)						**$ 820.00**

D. Platform 3 - Customers

Who Are Potential Portal Customers – Options for Local Payers

It is our hope that many current customers that have had unhappy on-site interpreting experiences will be interested in pursuing this Portal Model as a reasonable solution to our unique sector.

A rational system, with good prices, helpful, prepared, high quality interpreters is especially important for obvious and not so obvious reasons. Of particular concern is obtaining professional language services from interpreters who speak languages of lesser diffusion (LLD). By definition, new refugee populations speaking LLDs experience a much higher need for human service interventions by educational, healthcare, law enforcement and governmental institutions across the board.

Will those that pay for the industry go the extra step and help shape the means by which interpreters are selected, prepared and deployed in their community? Will they take ownership in the problems currently facing our faltering industry with enough passion, creativity and intelligence to coalesce around a community standard for their local interpreter assets? Will they care enough to develop community training mandates and quality control systems? Will they be able to belay their competitive nature to forge a common goal of an empowered, interpreting industry that will undoubtedly provide significant economic, social and political ripple effects in any community that will support them?

The Portal is entirely scalable to as many requesters, providers and interpreters willing to participate. A community can host 10,000 requester/providers and 1,000 interpreters, and still be reasonably priced BY APPOINTMENT VOLUME irrespective of how many times different people uniquely log in to interact with assignments. We count appointments, not members of the community, which adds predictability to the pricing plan.

It is also our hope, that the ACLAP Portal can be extended to public school districts, family service providers, regional centers for the developmentally disabled, law enforcement and public safety interactions and even small business.

Even greater than the need for institutions to speak to their NEP/LEP targets, there is a massive need for our NEP/LEP communities to ask questions and seek service independently. If our NEP/LEP citizens felt they could reserve professional, confidential, interpreters for court, social security and many other circumstances, a great deal of misunderstanding, lost money and time could be avoided. In addition, our interpreters could write more in their business books by serving both sides of the language divide.

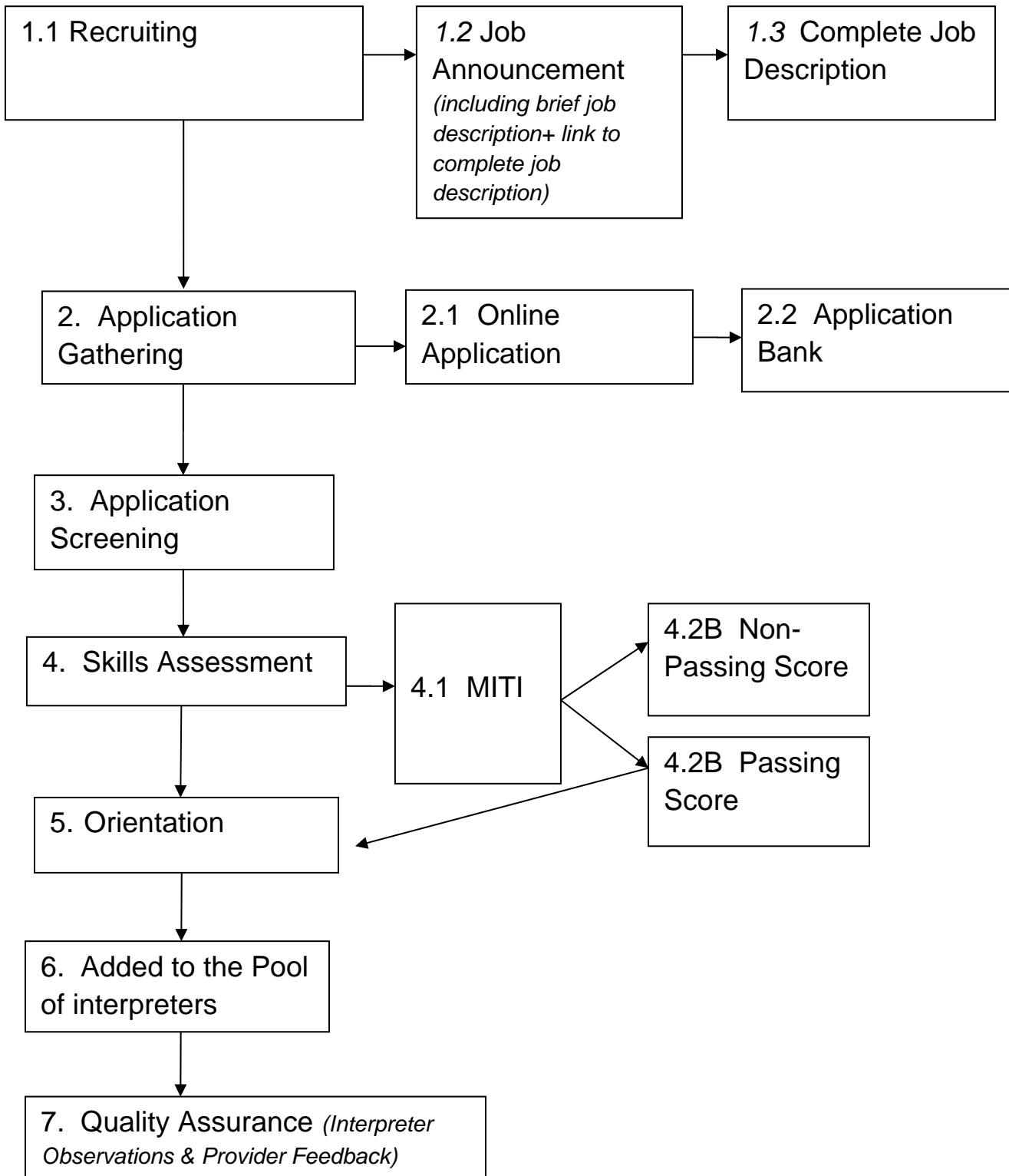## Total Delivered On-Site Interpreter Encounters Report

See Next Page -

Delivered On-Site Interpreting Encounters Report

Appt No.	Date of Service	Duration	Language	Interpreter Name	Service Recipient Name	Ref. #	Customer Name	Clinic/Venue	Department	TimeFinish
M08-2	06/06/08 02:45 PM	1.5	Spanish	Judit M.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	06/06/08 03:15 PM
M08-3	06/25/08 02:45 PM	2.0	Spanish	Bradley B.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	06/25/08 03:35 PM
M08-4	06/25/08 04:00 PM	1.0	Spanish	Bradley B.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	06/25/08 05:15 PM
M08-6	06/30/08 04:15 PM	1.0	Spanish	Bradley B.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	06/30/08 04:40 PM
M08-5	07/09/08 02:00 PM	1.0	Spanish	Bradley B.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	07/09/08 02:45 PM
M08-7	07/11/08 03:00 PM	2.5	Spanish	Bradley B.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	07/11/08 03:35 PM
M08-9	07/23/08 02:30 PM	4	Spanish	Bradley B.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	07/23/08 03:10 PM
M08-8	07/23/08 04:15 PM	1	Spanish	Bradley B.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	07/23/08 05:05 PM
M08-10	08/06/08 11:00 AM	1.5	Spanish	Bradley B.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	08/06/08 11:15 AM
M08-11	08/08/08 02:45 PM	1	Spanish	Judit M.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	08/08/08 03:25 PM
M08-12	08/22/08 03:00 PM	1	Spanish		xxx	xxx	ACLAP	Bruce Moorstein	Dr. Moorstein	08/22/08 03:00 PM
M08-13	09/29/08 03:15 PM	1	Spanish	Amanda P.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	09/29/08 04:20 PM
M08-15	10/08/08 11:15 AM	1	Spanish	Amanda P.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	10/08/08 11:30 AM
M08-14	10/08/08 03:30 PM	1	Spanish	Amanda P.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	10/08/08 04:30 PM
M08-16	10/10/08 02:45 PM	1	Spanish	Bradley B.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	10/10/08 03:50 PM
M08-17	10/15/08 02:15 PM	1	Spanish	Lisa B.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	10/15/08 03:30 PM
M08-18	10/17/08 03:30 PM	1	Spanish	Bradley B.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	10/17/08 04:45 PM
M08-19	10/28/08 08:30 AM	1.5	Spanish		xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	
M08-20	11/05/08 01:45 PM	1	Spanish	Amanda P.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	11/05/08 02:30 PM
M08-21	11/12/08 11:15 AM	1	Spanish	Lisa B.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	
M08-23	11/17/08 05:00 PM	2.0	Spanish	Bradley B.	xxx	xxx	ACLAP	Bruce Moorstein	General Surgery	11/17/08 06:00 PM

Portal Training, MITI Testing & Quality Assurance

The following document is a "Road Map" starting from the point of recruitment and ending with capable medical interpreters ready to fulfill appointments.

1.1 Recruiting	*1.2* Job Announcement *(including brief job description+ link to complete job description)*	*1.3* Complete Job Description

2. Application Gathering	2.1 Online Application	2.2 Application Bank

3. Application Screening

4. Skills Assessment	4.1 MITI	4.2B Non-Passing Score
		4.2B Passing Score

5. Orientation

6. Added to the Pool of interpreters

7. Quality Assurance *(Interpreter Observations & Provider Feedback)*

1. Recruiting

1.1 Recruiting Optimal Candidates

Identify associations, groups, schools, programs, organizations, etc that individuals with the desired skills and abilities may be a part of, and actively recruit from them. Individuals who fall into the following categories will be considered optimal candidates for recruitment:

- **Persons Trained as healthcare interpreters** possessing a working knowledge of the professional interpreter profession/role, code of ethics, standards of practice, and protocols, as well as medical/healthcare terminology in two languages *(ex. CCSF Interpreting program graduates)*

and/or

- **Medical students** who have experience in healthcare settings and are familiar with the CA. Healthcare system *(ex.CHE members, UC Berkeley)*

and/or

- **Healthcare Workers** who have experience in healthcare settings and are familiar with the CA. Healthcare system

1.2 Job Announcement

Job announcement which briefly describes the position and includes:

- Linguistic Requirement
- Education/Training Requirement
- Document Requirement
- Tools Required to Perform Job (cell phone, Internet access, etc.)
- Preferred Experience
- Pay Rate
- On-call Contractor Status Information
- Brief description of the Alameda Language Access Portal Project
- Instructions for Applying
- Link to Complete Job Description

1.3 Complete Job Description

Complete Job Description must include:

- Description of the Alameda County Language Access Portal Project
- Definition of the Optimal Candidate
- Education/Training Requirement
- Linguistic Requirement
- Skills and Knowledge Necessary to Perform Interpreter Tasks
- Necessary Experience
- Preferred Experience

- Continuing Education Requirement
- Document Requirement (TB clearance, fingerprints, etc.)
- On-call Contractor Status Description/Information
- Tools Required to Fulfill Assignments (cell phone, Internet access, etc.)
- Pay Rate

2. Application Gathering

2.1 Application

Applications must be accompanied by résumé. Applications are to be screened by the Portal Manager

3. Application Screening and Response

Applications must be screened by the Portal Manager. Once an application has been screened, the applicant will receive (via email), either an "Eligibility/Advancement to Candidacy Notice" or an "Ineligibility Notice".

The **Eligibility/Advancement to Candidacy** Notice will include:

- A designated date, time, and location for the candidate to take the MITI Test™
- A brief description of how the MITI Test™ is administered and what skills are evaluated with the test, to allow the candidate to prepare
- Materials needed on the day of the test (ex. picture identification)
- A designated date and time for an interview
- [1]Contact information and instructions to confirm that the candidate is able to take the MITI Test™ on the designated date and time or, to reschedule if necessary

The **Ineligibility** Notice will:

- Thank the candidate for applying
- Offer a brief explanation for ineligibility
- Invite the candidate to apply in the future, after satisfying the requirement currently not met
-

4. Skills Assessment

4.1 MITI Test™

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[1] Once the Proctor receives confirmation from the candidate, he/she must take the proper steps to acquire a user name and password for the MITI Test™.

Candidates will take the MITI Test™, which is a proctored test.   An official MITI Results Letter will be delivered to the Portal Manager via email within 7 business days after administration of the MITI Test™. A copy will also be forwarded to the candidate for their records.

The MITI Results Letter will include:

- Total score
- Score for each individual section of the MITI Test™
- Description of what a passing score is

4.2A Passing Score
[2]*If the candidate has earned a* **passing score** *the Results Letter will include:*

- An official offer to join the team of interpreters
- A date by which he or she must respond
- Directions on where and when to sign service contract and notice of [3]biannual observations, as well as a notice that he/she will be photographed for a badge, which will be made the same day
- A date by which he or she must view the online, training/orientation video and complete the accompanying post test

4.2B Non-Passing Score

If the candidate has earned a **non-passing** *score the Results Letter will include:*

- Explanation citing his/her non-passing scores as the reason he/she will not be offered the opportunity to join the team of interpreters
- A show of gratitude for applying
- A notice as to when he or she will be eligible to retake the MITI Test™ and re-apply *(TBD)*

5. Orientation

Orientation Curriculum is to include:

- [4]A welcome including a brief description of the Portal and what the Portal hopes to accomplish for the County of Alameda
- A list of the tools interpreters must carry when fulfilling assignments (for ex. vouchers, name badge etc.)

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[2] Candidates must complete all steps before having access to the I2S2 pool of assignments.

[3] Observations are typically done within the first month an interpreter is newly contracted and every six months thereafter.

[4] Perhaps done by a committee member or chair

- A completed sample voucher and how to obtain one for each appointment
- HIPAA information as it applies to all private information transferred and received
- Instructions on how to check- in when fulfilling assignments
- A demonstration on how to navigate through I2S2™ (ex. how to print completed vouchers, get maps, search for available assignments, etc.)
- How to submit vouchers for compensation
- How and when compensation will be delivered
- How feedback from providers will be handled
- How to submit feedback or an evaluation
- Contact person's information (I2S2™, Portal Manager)
- Link to I2S2™ FAQ's
- How and when service audits will be performed
- Post-test

6. <u>Added to the Pool of Interpreters</u>

After attending orientation, interpreters will be activated in the system and will be ready to begin fulfilling appointments.

7. <u>Quality Assurance (Interpreter Observations) and Provider Feedback</u>

The purpose of the observations is to ensure that quality interpreting services are being delivered to Patients/Providers and to answer any questions and/or make clarifications to the interpreter so that he/she may deliver excellent interpreting services.

Protocol for Observations is as follows:

- Observations are done within the first month an interpreter is newly contracted, and every six months thereafter
- Date and time of observations is unannounced to the interpreter, however he/she is made aware of the practice and what he/she will be evaluated on
- A standardized observation tool is utilized
- Observer offers feedback and suggestions
- Observer writes a brief evaluation of the interpreting encounter which he/she shares with the interpreter
- Both the observer and the interpreter must sign the form if in agreement with the evaluation
- Interpreter must receive a copy
- Interpreter may choose not to sign the evaluation form and appeal the evaluation in writing
- All observation related information must be entered in the interpreter's file

For providers using the Portal to book appointments directly, a feedback form can also be submitted on the interpreter's performance.

Foreign Language Competency Testing For Healthcare Interpreters

The Medical Interpreter Test on the Internet (MITI Test™) is a readiness and qualification test for interpreters in the medical field. It is designed to assess knowledge of interpreting ethics, modes and standards, medical vocabulary, listening and memorization skills, sight translation and speech production in both source and target languages. The MITI Test™ is the country's only Internet-native professionally validated testing instrument that employs nationally recognized language testing analytics critical to verifying the core competencies necessary to be a successful healthcare interpreter.

Languages:

The MITI Test™ is currently available in Spanish, Russian and Vietnamese. New languages will be brought online in 2009 depending upon demand.

Test Design:

The MITI Test™ is designed to assess the linguistic and professional knowledge for the on-site healthcare interpreter. It is separated into 6 scored sections:

Part 1: Ethics and Standards of Interpreting: Multiple Choice questions that assess knowledge of interpreting standards, ethics, modes and practices as outlined in accepted national standards documents.

Part 2: Medical Vocabulary and Terminology: Matching items that require the test taker to select the correct translation for vocabulary in health care and medical situations. These vocabulary items require translation from English to the target language and from the target language to English to assure the ability to control the language in both directions.

Part 3: Listening - Interpreting Accuracy: Multiple Choice questions that assess the ability to listen to an interpretation task and then select the best possible interpretation for that task from three possible choices. This assesses the ability to recognize nuance and specialized vocabulary in a rich context.

Part 4: Sentence Level Interpretation: Single Sentence interpretation tasks that focus on complex medical terminology or situations. The test takers interpretation is recorded and scored by trained live raters, using a standardized performance rubric across several critical criteria.

Part 5: Simulated Interpreting Sessions: Simulated interpreting sessions that place the test taker in the role of an interpreter in authentic interpreting sessions. Each session includes introductory exchanges,

diagnosis/probing exchanges and treatment exchanges. The Simulated interpreting sessions were culled from actual patient/provider interactions and were cross checked and proofed by medical physicians who are native speakers.

Part 6: Sight Translation: This section requires the test taker to read a document (generally medication directions or other simple, non-legal documents) and sight translate it. The sight translation session is recorded and scored by trained live raters, using a standardized scoring rubric that focuses upon the elements of conducting efficient and accurate sight translation sessions.

Test Validation

The main benefits of the MITI Test™ are derived from the scientific design and innovative use of technology that makes this an efficient, effective assessment of interpreter skills that is scientifically validated, reliable and affordable. It requires that test takers create task-based language that is scored by trained raters with a consistent rubric, thereby creating both an engaging and authentic assessment of interpreting skills that maintains high levels of consistency in scores across four clearly defined performance levels.

The MITI Test™ is administered over the Internet so it can be delivered at anytime and at any location that meets minimum technology requirements, making the test easily and readily accessible to test takers when they are ready to test. Following are a few of the more critical benefits that the MITI Test™ brings to the medical interpreting field.

Test Delivery

Tests can be delivered within 5-10 business days following the receipt of all testing fees and signed proctor agreements. Minimum user requirements are a supplied USB plug-in headset with built -in microphone, an Internet connection, a web browser (preferably Firefox or Internet Explorer), and Macromedia Flash and Java, which are both available as free online downloads. Since the system is platform-independent, it works equally well on a Mac or a PC. All test files are accessed through the web, so there is no need to install any applications or other data on the computer's hard drive. However, port 1935 must be open in order for communication to proceed smoothly with Avant's server.

Delivery of Test Results

Because MITI Test™ is delivered via the computer online, rapid scoring and reporting is facilitated by the use of cutting edge technology that allows for immediate machine scoring of multiple choice and matching items, as well as, accelerated scoring of human-graded, speaking items. Test results can be delivered between 5-10 business days.

As trained raters are able to access the test taker samples quickly, the test delivery and reporting system facilitates consistent scoring with the use of clear scoring guides/rubrics. Automatic double scoring of 20% of the items ensures the maintenance of consistent, reliable scores for each test taker. Without this level of monitoring and rater management, test reliability and accuracy decrease.

The report page, which clearly lists performance indicators, outlines the skill and ability level for each test taker in each of the 6 critical areas described below, and includes an overall rating that indicates at which level a test taker has shown they are able to perform. The report page will offer organizations an insight to the areas of strength or limitations of each test taker. The results are also meaningful to the test taker because they allow him/her to identify the areas that he/she must improve upon in order to function well as an interpreter.

Psychometrics and Statistical Data: The MITI Test™ has been piloted to over 250 individuals with actual healthcare interpreting experience, throughout the United States, across a wide spectrum of linguistic and interpreting skills and abilities. The results of the pilot have been processed and analyzed by statisticians and psychometricians to assure the reliability and accuracy of the test results and the basic design of the test. Rasch IRT (Item Response Theory) as well as Classical Item Analysis methods has been used to establish item difficulty and to build balanced test forms and establish meaningful cut scores for a range of interpreting abilities.

Inter-Rater Reliability: The MITI Test™ also utilizes a built-in rater control system that assures consistent rating and scoring by our trained raters via a monitoring and tracking system that assures inter-rater reliability above 80%. All MITI raters are experienced interpreters who have a minimum of 5 years working experience in the medical interpreting field and who are trained to maintain the highest standards in scoring and evaluation of interpreter skills. As piloting was completed throughout the country, a team of expert independent psychometricians and statisticians have been employed to corroborate findings and establish the validity of the scoring rubrics.

Structure: The technology mediated delivery of the MITI Test™ allows for testing with real world tasks that challenge the test taker in authentic interpreting situations. Each interpreting task is timed to more closely replicate the pace of an actual interpreting session and to create a more realistic healthcare interpreting environment. The multi-phase design of the test also allows for data collection in a number of different modes and areas to facilitate a more precise view of the strengths and limitations of each test taker, while at the same time, allowing for a test that can be completed within 70 minutes. The computer-based delivery also allows for large numbers of concurrent test takers to log into the system and complete the test simultaneously. Finally, the use of the computer to deliver simulated interpreting sessions, which require the test taker to engage in real world interpreting tasks, is an efficient and cost effective approach to identifying professional ability to interpret at a variety of levels across a variety of topics/areas.

Cost: There are several cost saving elements inherent in the MITI Test™ technology mediated delivery system. The MITI Test™ does not require a live interlocutor for delivery. There is no need to have an individual standing by to administer the interview questions. The results of the test are maintained for indefinite lengths of time on the system servers, allowing human resource managers the ability to view and track scores in the system, including the ability to access actual audio samples of the test takers at any time for appeals purposes. All of this is done automatically via the MITI test engine technology and allows for efficient management of test taker data as well as delivery environments. This allows for significant cost savings in terms of managing raters and assessment delivery that can be passed on to the clients and users of the system.   The MITI Test™ will be commercially available in October of 2008 at a price of $145 per test.

Summary: The MITI Test™ brings to the medical interpreting field an assessment that establishes a standardized approach to assessment that includes each of the critical elements of interpreting. By applying assessment expertise and cutting edge technology, the developers of the MITI Test™ have endeavored to build a powerful and meaningful solution to the assessment needs of the emerging profession of the healthcare interpreter industry. Working with leaders in the field of medical interpretation and test development, the MITI Test™ brings together a powerful solution to identified needs in the medical interpreting field for a reliable, valid, efficient and cost effective assessment solution.

Corporate Background of Vendors

The MITI Test™ was a result of over three years of planning and development with leaders in their respective fields. Fluency, Inc. via its sister interpreting company, Language World Services brings to the table 8 years of delivering on-site professional healthcare interpreters in over 60 languages to Northern California. Avant Assessment is the country's leader in delivering online linguistic assessments to the educational field.

 MITI is a joint Venture between companies who are the leaders of their respective fields:

Fluency, Inc. (www.gofluently.com) is a pioneer in the field of Internet language management solutions for the healthcare interpreting industry. As an application service provider, Fluency licenses Internet solutions for managing and dispatching face-to-face interpreting services. The Internet Interpreter Scheduling System (I2S2™) provides a single point of online entry for requesters of interpreting services, freelance professional interpreters and agencies nationwide. The system is currently in use in major medical systems such as Kaiser Permanente, Sutter Health, and Catholic Healthcare West, as well as HMO's, government agencies, and human service organizations in California, Illinois, Ohio, Nebraska, Texas, Connecticut and Tennessee. Fluency is currently working on the country's first regional solution to testing (utilizing the MITI Test™ for Spanish interpreters) and managing face-to-face interpreters under subcontract with the Alameda County Coalition on Language Access in Healthcare (ACCLAH) currently funded by *The California Endowment.*

Avant Assessment (www.avantassessment.com) is a for-profit Oregon-based company dedicated to creating and delivering web-based language tests. Language tests are the only kind of assessments Avant makes, and they have clients in the academic (K-12 and university), corporate, and government markets. Since it was founded in 2001, Avant has had a research partnership with the Center for Applied Second Language Studies (CASLS), a National Foreign Language Resource Center, at the University of Oregon. This partnership has enabled Avant to administer more than 1.5 million web-based language tests to date.

IV. Software as a Service (Saas) - Technical Specifications

Fluency Online Scheduler 2009 Technical Specifications

Fluency licenses Internet solutions for managing and dispatching f-2-f interpreting services. The Internet Interpreter Scheduling System (I2S2™) provides a single point of online entry for requesters of interpreting services, freelance professional interpreters and institutions. The system is currently in use in major medical

systems such as Kaiser Permanente, Sutter Health, and Catholic Healthcare West, as well as HMO's, government agencies and human service organizations in Indiana, Illinois, Tennessee, Florida, Texas, Connecticut, Ohio and California. Under a subcontract with the California Endowment, Fluency is currently working on the country's first regional pilot program to deliver quality face-to-face healthcare interpreting services efficiently and at a greater cost savings.

About the Software as a Service (SaaS)

~ **Interpreters retrieve assignments on the Internet**, using their own username and password from anywhere, accept or reject appointments 24/7/365, and manage every aspect of their work with the medical system (time off requests, income reports, no-go areas).

~ **Managers of interpreting services can assign appointments**, input, add, edit or cancel appointments as needed, receive real-time information of where every interpreter is within the medical system now and in week ahead views; credential or revoke system access to any user in the community, generate global usage reports, and manage all financial and audit functions of the system 24/7/365

~ **Pre-Loaded payment rules** can be customized for every interpreter by time of day, appointment venue, language differentials and type of interpreter (Agency, Staff, Language Spoken etc.) all payment calculations are automated and exportable to financial software solutions such as QuickBooks and/or to an Excel Spreadsheet for review.

~ **After business hours**- appointments saved and scheduled in the database can be sent as a text message to any cell phone, digital pager or PDA, giving on-call managers a "heads up" of pending appointments needing interpreters. Scheduling parameters are editable and can be set as deemed necessary

~ **Complete transaction histories** allow appointment actions to be traced to every individual that interacts with the interpreter request from intake to completion (i.e. who requested, who edited/cancelled, which interpreter accepted or dropped the appointment etc.). Schedulers can track original interpreter to first appointment in order to maintain continuity of care.

~ **Electronic paper management** – all paper forms will be available to any user online.

Fluency, Inc. is licensing the Software as a Service (SaaS) which provides unlimited *User Names* and *Passwords* to anybody in your community for a reasonably priced monthly license fee that covers all Fluency upgrades, security, maintenance, support, data storage and back-up systems.

Fluency Server backbone: Two sets of servers - Dedicated DELL and clustered HP servers (Web server and Database Server) residing in a secure co-location facility in McClellan, California (former US Air Force Base and currently a regional 911 switch) 24/7/365 monitoring, power and Internet connection redundancy unlimited data storage for each customer.

Security: 128bit Secure Socket Layer (SSL) encryption, password protected, Sonic Wall Enterprise Class Firewall coupled to a comprehensive gateway Anti-virus, Anti-spy ware and Intrusion Prevention subscription service; HIPAA compliance audit available upon request.

Back Ups /Up-Time/Failover Plan: Our goal is to have 99.9% up-time, currently we are at approximately 97% with offline time dedicated to upgrades and security installation. We have installed a state of the art cluster server environment employing a 2009 HP Array Storage Module operating in multiple redundancies,   Should any one of the servers fail, our failover time should be less than 10 minutes total elapsed time from incident to uptime. We host real-time database mirroring to a remote site – a secondary data center currently hosted in Carmichael, California.   Incremental back up (log transaction backup) is performed every hour both locally and remotely, and we perform a full database back up daily at our co-location site; we can operate from a secondary data center should our primary center go down – in the unlikely event of catastrophic co-lo failure, we will need less than 4 hours to recover the databases and switch to the secondary datacenter.

Database Software: SQL Server 2008 Enterprise Edition

Web Application Software: ASP.NET Web-based application, written in .Net framework, version 1.1

Software Version: Version: 1.2.1.20 – 5 years live internally, 3-years live and externally licensed.

Platform: Windows Server 2008 Enterprise Edition

Back-ups: Back ups are performed daily to a remote/off site back up @ 12:00 AM Pacific Time

Current data / service recovery timeframes for hardware/connectivity failure is approximately two to four hours (2-4), by mid-2009 we anticipate service recovery failover to be within 8 to 10 minutes. To date, the system has never experienced any unanticipated downtime.

Offline Requirements: Fluency, Inc. reserves the right to go offline on selected weekend times to perform hardware installations, software and security uploads, and to test fail over and back up protocols. Users will be given 72-hours notice prior to going offline.

Archiving: Scanned documents will be available for User access for a period of 24-months from the creation date, thereafter; documents may be retrieved via e-mail request. E-mailed requests for archived documents will be delivered within 5 business days from request date.

NEW for **2009!** – Personal Digital Assistant (PDA's) interface will be available to all on-site interpreters to retrieve all appointment information 'on-the-fly' with any MS Windows Mobile handheld device

Your Satisfaction Guaranteed by our No-Contract Policy and liberal demo period of 30-days Training + an extra 30-day Free Trial Period.

Fluency customers receive a complimentary 30 day free trial period after going live in Phase 3. During the free trial period, one (1) month of hosting fees are automatically waived. If after 30 days, the customer is not satisfied with the features found in the Internet Interpreter Scheduling System, all license fees (less deposit monies paid) will be returned to customer. **Technical Support:** Unlimited telephone support between normal business hours (Mon – Friday 8am to 5pm, PST) is available during Phase 2 and Phase 3. During the 30-day free trial period, Unlimited Telephone support will also be available between normal business hours. Thereafter, telephone support bills @ $55 per hour billed in 1-hour increments.

V. Procedures & Service Agreements

Interpreter Web Application Reference Guide (Not a comprehensive guide)

1) Enter the following address into the address bar https://www.gofluently.com/lwonline/
2) Type in your user name and password in the appropriate field, then press the "Login" button
3) The application will welcome you by name and display the following menu:

1. View My Schedule
2. View My Folder
3. View Available Appointments
4. Time Finish
5. Income Report
6. Payment Report
7. My Profile
8. Change Password

1. The **"View My Schedule"** link shows appointments for the current week that you have already accepted and are therefore are responsible for fulfilling. (To view appointments in your schedule past the current week, scroll down to the bottom of the page and click the "Search" button. You will be redirected to a search page. Enter the dates you wish to view and click "search")
   In this page you can:

   - **View the details of your appointments**. To view the details for an appointment you must choose it by clicking on the appointment number; the details will appear under the box that lists your appointments.
   - **Print vouchers for your appointments**. To print vouchers for your appointments, you must click the print button corresponding to the appointment you would like to print. (The voucher will open as a "Word Document")
   - **View a Map from your listed address to the appointment site**. To view a map from your listed address to the appointment site, click the **"Map"** button. A Mapquest window containing your address and the appointment site address will appear.
   - **Cancel an appointment you have previously accepted.** The "Cannot Cover" button allows you to cancel out of an appointment you have previously accepted. **If you have accepted an assignment and must cancel out of it with less than 48-hours notice, you must call the Portal Manager to let him/her know.** *Please do not simply cancel the appointment online.*
   - **Print a list of your appointments.** To print a list of your appointments, scroll down to the bottom of the page and click on the "Print List" button.

2. The **"View My Folder"** link shows appointments being offered to you. The appointments in this page are not yet in your schedule, but are awaiting your acceptance. (To view appointments in your folder past the current week, scroll down to the bottom of the page and click the "search" button. You will be redirected to a search page. Enter the dates you wish to view and click "search").

In this page you can:

- **View the details for these appointments before accepting them.** To view details for an appointment before accepting it, simply select the appointment by clicking on the appointment confirmation number. The details will appear under the box that lists the appointments.
- **Accept or decline an appointment.** To accept or decline an appointment, select the appointment by clicking on the appointment confirmation number, scroll down to the bottom of the page and either click the "I will take it" button if you can fulfill the appointment or the "Cannot Cover" button if you are unable to fulfill it. **Please accept or decline appointments as soon as possible.**
- **Print a list of appointments.** To print a list of appointments being offered to you, scroll down to the bottom of the page and click on the "Print List" button.

3. View **"Available Appointments"** this link allows you to view appointments that are available for you to take. Before deciding if you would like to accept an appointment, you may view its details by clicking on the appointment confirmation number. The details will appear below the box containing all available appointments .

   If you see an appointment that you wish to accept, click on the appointment confirmation number, scroll down to bottom of the page and click the "I will take it" button (To view appointments in this folder past the current week, scroll down to the bottom of the page and click the "search" button. You will be redirected to a search page. Enter the dates you wish to view and click "search").

4. **Time Finish.** The time finish page allows you to confirm appointments you have fulfilled, and submit vouchers as receipts for appointments you are owed. In this page you may also enter billing information and notes. You must "Time Finish" all your appointments to submit them for reimbursement at the end of each week.

   To "Time Finish" an appointment you must:

   - Select the appointment by clicking on the appointment confirmation number
   - Scroll to the bottom of the page, and enter the start/ending date and time in the appropriate fields.
   - Enter the Confirmer's name and Phone number in the appropriate fields.
   - To add a billing code for appointments in which a patient did not show up or for an appointment that was cancelled click the drop down menu on the "Billing code" line and choose the appropriate billing code.
   - If you would like to add a "Billing Note" you may do so in the box provided.
   - After completing the aforementioned steps and to complete the "Time Finish" process, you must upload a scanned copy of the voucher corresponding to each appointment. To do so scan and save a copy of each voucher. Click the browse button located under the "Billing Notes". A box containing your files will open. Locate the file that corresponds to the appointment you are "time finishing" and select it. The file name should appear on the "Select appointment Voucher to upload" field
   - Be sure to click the "Save" button located at the bottom of the screen to save the information.

5. **The Income Report Page** allows you to view appointments you have fulfilled and "Time Finished". To view a report, enter the dates you wish to inquire about and click the "Search" button. You must print out an income report each week and compare it with your vouchers to verify that the information matches. After verifying the income report, sign, date and submit it to the Portal Manager by fax or email as a scanned document.

6. **The Payment Report Page** allows you to view your income for previously completed pay periods.

7. **The My Profile Page** allows you to view your personal information (i.e. address, phone number, email address), as well as your availability. You may make changes to this information as you see adequate. Remember to always click the "Save" button before leaving the page.

8. **The Change Password Link** allows you to change your password from the password originally issued to you by the Portal Manager. Your new password must be at least 7 characters and contain at least three of the four character groups below:
   - English uppercase characters (A through Z)
   - English lowercase characters (A through Z)
   - Numerals (0 through 9)
   - Non-alphabetic characters (ex. !, $, #, %, *)

Administrator Web Application Reference Guide (Not Comprehensive)

Fluency Inc. is pleased to present our customers with a convenient and secure method to manage the scheduling of face-to-face interpreting services via our proprietary Internet Interpreter Scheduling System (I2S2™).

This User's Guide will help you navigate on-line scheduling, and should answer any questions you may have.

By logging in your User Name and Password you hereby agree to the Terms of Use of this Website. To read the Terms of Use, please click on the link titled: Terms of Use located at the bottom left hand of the Command Column.

Please note:

To navigate the back and forth between the commands, DO NOT USE YOUR FORWARD and BACK ARROW, located at the top of your browser, simply click on the link that appears on the left hand of the screen.

Authorized Users Account

Access to the Site is initiated through the receipt of an e-mail message that contains a username and password. By inputting these two fields in the appropriate log-In fields, users have access to the Site, and can change their password, personal profile or perform any function necessary to schedule, edit, cancel, add or review interpreting services requested via the Site.

PLEASE UNDERSTAND THAT ALL SERVICE REQUESTS MADE VIA THE SITE THAT ARE SATSIFACTORIALLY FULFILLED WILL RESULT IN A BILLABLE ACTION ATTRIBUTABLE DIRECTLY TO THE AUTHORIZED USER AND THEIR DEPARTMENT.

By accessing the Site, you certify that you are authorized by your direct supervisor, and/or department, clinic, hospital, outpatient facility, government agency and/or any other affiliated medical, psychiatric, human service providers to schedule interpreting services as needed. Using the Site without the necessary permission and complete understanding of the consequences of scheduling, editing or canceling interpreting service appointments is prohibited. Outside use and/or the sharing of user ID Names and Passwords for the purposes of scheduling interpreting services not affiliated with normal business operations of your organization is expressly prohibited.

If you use this Site, you are responsible for maintaining the confidentiality of your User Name and Password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account. Your local provider of on-site interpreting services hereby reserves the right to refuse services, terminate the accounts, or cancel any interpreting services requests at any time for appointments received through unauthorized use, abuse of services, or as a result of a direct request from a supervisor or manager to terminate the access privileges of any Authorized Users under their supervision.

Listed below are the links associated with a standard log in for clerk users of the I2S2™.

Interpreting Services Supplier Company.

Welcome, Bill Allen

▾ Internet Interpreter Scheduling System

   ▾ Appointment Intake

      Schedule Appointment

      Telephone Request

   ▾ Action

      Review/Edit Appointments

      Interpreter Evaluation Form

      Interpreter Evaluation Summary Report

   My Profile

   Help

   Downloads

   TERMS OF USE

   Change Password

"Interpreting Services Supplier Company"

The first line indicates the supplier of on-site interpreting services in your region.

"Welcome, Bill Allen"

The *Welcome* line features your name, indicating that your log in coincides with that account set up specifically for you. If the name listed upon log in is not your name, than you are not authorized to access this account and you must terminate access immediately and request a new Username and Password either from your language service provider, or from your direct supervisor.

▾ Internet Interpreter Scheduling System

This is the first active link from the command window that is located on the left hand side of the screen. The first navigation tool you must learn to use is the little triangle arrow icon: " ▶ " By clicking on the triangle it will make the arrow point downward " ▾ " and simultaneously reveal a list of commands available to you. This operation is called **expanding to the command list**.

▾ Appointment Intake

Underneath the Appointment Intake command is the **Schedule Appointment** command. When booking an appointment, carefully follow the prompts and input the information requested by each field. Some fields feature drop-down items that have been pre-loaded with department data including cost center numbers, and walking directions. Listed below we go through all the fields for you.

Schedule Appointment

Requester Information

Please choose the Clinic/Venue	Kaiser Point West ▾
Provider Name	Abad-Del-Mar, Maria M.D. ▾
Add a new provider	Add Provider
Please choose the Department	Cardiology ▾

Appointment Information

Start Date and Time	🗓 @ : AM ▾

Duration (hours)	1.25 (*Input hours here in decimals: i.e. 15 minutes = .25 hrs.*)
Please choose the Language	Spanish ▾
Interpreter Request	▾
Gender Request	▾
Is Home Health Appointment	☐
Appointment Location	3rd Floor East- Med. Office Blg
Briefly Describe the Subject of this Appointment	This is an open text box for you Follow up to surgery, wound ca

Service Recipient Information

Service Recipient #1 ▬

Reference Nbr.	
Last Name	
First Name	

Telephone Confirmation Request

Check this box if you need us to call the Service Recipient . (Please Note Added Charges apply for Telephone Calls.)	☑
When to Call	📅 @ : AM ▾
Purpose of Phone Call	
Home Phone	Ext.

47

Work Phone				Ext.	

Cell Phone				Ext.	

	Add Another Service Recipient

Save

BREAKDOWN OF SCHEDULE APPOINTMENT SCREEN

Clinic/Venue are all those pre loaded buildings where interpreters are authorized to provide services to.

Provider name is self explanatory, and it is easy to add a provider by selecting the Add Provider button underneath the field. To add a provider, simply complete the following fields requested:

Add Provider

Clinic/Venue	
Department	
Provider Name	
Phone Number	Ext.

Save   Cancel

An easy way to input the date in the Schedule Appointment command is to click the little Calendar Icon box next to the field:

Start Date and Time	@ : AM

Clicking in this box will prompt a calendar to appear. You will notice that when you click on the calendar icon, today's date is already highlighted. To choose a day of the week you can scroll through the calendar and with your mouse click on the date of the appointment you want to schedule. To navigate to past and future months, simply click on the names of the month, In this case clicking on the upper left "Apr" will take you back a month, and clicking on the "Jun" will take you ahead to next month.

To input the time of the appointment, simply click into the Hour field and use regular time **NOT MILITARY TIME.**

Next choose the language from the drop down list of languages available to your facility. If you do not see the language you are requesting, inform your direct supervisor, or directly contact your language services provider for clarification.

Please choose the Language	⏷

From time to time a patient and/or provider will require the gender of the interpreter to match that of the NEP/LEP recipient due to the nature of the appointment, and/or the cultural sensitivities of the person receiving interpreting services. If that is the case choose either Male or Female from the drop down menu. You do not need to select a gender request if there is no need to specifically request for the gender of the interpreter. By leaving this field blank you give interpreter schedulers the widest possible latitude to schedule the best available interpreter for your request assignment.

Gender Request	⏷

The next field is reserved ONLY TO THOSE REQUESTERS WHO HAVE BEEN PRE AUTHORIZED to schedule home health assignments. Due to safety rules, no interpreter will be sent to a home health appointment without receiving pre authorization from their direct supervisor, via a credentialing procedure with the Language Service Provider. If received, the authorized person can then check the box below:

Is Home Health Appointment	☑

And the following Address bar will appear:

☑

Street Address	123 Elm Street
Apt # / Suite	#5
City	Broklyn
State	NY ⏷
Zip Code	01151

Complete the address as required. Be careful NOT TO INCLUDE the apartment number on the Street Address field because it will prevent the MAPQUEST online mapping feature from loading properly for the interpreter.

By completing this screen correctly, interpreters will be able to map the Home Health location accurately with GPS and our MAPQUEST Online mapping feature.

The Appointment Location field below usually is pre-loaded with walking directions to the department where the interpreting services are to be held. Appointment Locations are established for you, if there are any changes kindly inform your language service provider or supervisor with Super User access to the I2S2™, and they will make the appropriate changes to any walking directions.

Appointment Location	3rd Floor East- Med. Office Blgd

The last field that needs to be completed is the Service Recipient box. The service recipient is that person who does not speak English and who requires the services of an on-site interpreter. You will need to fill out the Medical Record Number or any other ID number associated with this client/patient:

Service Recipient #1 —	
Reference Nbr.	0897876
Last Name	Gonzalvez
First Name	Mario

As you tab past the Reference Number box, you will notice the application takes a little while before navigating your cursor to the Last Name Field, that is because it is searching for duplicate appointments. If it searches and finds someone with the similar Reference Number the following Auto – Fill screen will pop up:

Matching Service Recipients

Search Result: 1 Record(s) Found

	Last Name	First Name	Reference Nbr.	Home Phone	Work Phone	Cell Phone
Select	GONZALVEZ	Mario	0897876			

This convenience feature of the I2S2™ allows you to simply point the mouse on the "Select" link and it will automatically populate the First and Last names with the selected name, so you won't have to re-enter patients who have already been inputted before.

When this field is complete you are now ready to save the appointment to the I2S2™ database. You do this by clicking the SAVE button. When you do that you will see:

Confirm?
You are about to send a request for Interpreting Services! Please review all appointment information before saving. For any changes, click the Edit Button below.

This message asks you to re-read your appointment scheduling information and double-check it to make sure it is right. If it is, you will be ready to click the SAVE button and receive your Appointment ID Number which appears below. Kindly record the Appointment Nbr for future reference; should you wish to change or cancel the appointment, you will need this Appointment Nbr to make any changes and to perform any searches for past appointments associated with this patient/service recipient.

Thank You!

Your Appointment(s) has been successfully saved with the following information:

Appointment Nbr.: M09-929	
Customer Name	Kaiser Point West
Clinic/Venue	Cardiology
Requester Name	
Provider Name	Abad-Del-Mar, Maria M.D.
Department	Oncology
Language	Spanish
StartTime	Thursday, May 21, 2009 3:00 PM
Duration(hours)	1.00
Service Recipient #1	
Service Recipient Name	GONZALVEZ, Mario
Reference Nbr.	0897876

If you choose the "Follow Up" button, a new screen will pop up with every ALREADY FILLED OUT except the date and time fields. This auto-fill convenience feature helps you fill out a series of consecutive appointments quickly and accurately. You can always change any field in the Follow up Screen, and now you can save the appointment and retrieve the Appointment ID number just as the you did for the original appointment.

⯆ Telephone Request

The Telephone Request is for scheduling Telephone requests for such communication as appointment confirmations as well as detailed instructions that need to be transmitted to the NEP/LEP Service Recipient
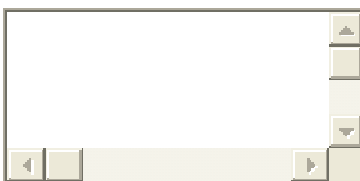
Simply fill out the form like the appointment request to generate an Appointment ID Number just as before with On-Site services. Please note, if you have a separate language service provider for telephonic interpreting, the following field ONLY PERTAINS to communicating your request for a telephonic interpreting session with your On-Site language service provider.

Telephone Request

Requester Information

Please choose the Clinic/Venue	Chippenham Campus ▼
Provider Name	▼
Add a new provider	Add Provider
Please choose the Department	▼

Appointment Information

Start Date and Time	🗓 @ : AM ▼
Duration (hours)	
Please choose the Language	▼
Type of Call	▼
Briefly Describe the Subject of this Appointment	

Best Time to Call Provider for Conference	
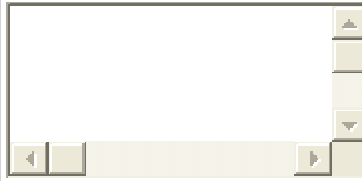
Service Recipient Information

Service Recipient #1

Reference Nbr.	
Last Name	
First Name	
Home Phone			Ext.
Work Phone			Ext.

▼ Review/Edit Appointments

This command will help you run reports on all previous and future assignments by ANYONE who has scheduled on-site language interpreting services. This command is useful in that you can review activity by others, and make sure no duplicates or unnecessary assignments have been scheduled without your knowledge. Running reports is as easy as completing fields, even if you only know that it was a "Spanish" appointment sometime in the last 65 days, you can still run accurate reports by completing as many fields as you can recall. Remember, the more Search Criteria fields you complete the more specific will be your search results.

Review/Edit Appointments

Search Criteria

Select Appointment By	All Appointments
Appointment Confirmation Number	
Clinic/Venue	Chippenham Campus
Department	
Language	Spanish

Date of Service From	[_____] 📅
Date of Service To	[_____] 📅
Reference Nbr.	[_____]
Service Recipient Last Name	Gonzalvez
Service Recipient First Name	[_____]
Show only the appointments I requested	☐
Show cancelled appointments	☐
Show past appointments	☐
Create Date From	[_____] 📅
Create Date To	[_____] 📅

[Search] [Reset]

▾ Interpreter Evaluation Form

This command helps you comment and critique upon an interpreter's performance. To do this, you will need to first identify the appointment where the interpreter delivered the services to that was either satisfactory or unsatisfactory. By running Search Criteria, and selecting the appointment in the results window, you will be able to complete the form and deliver your evaluation to you language service provider efficiently and accurately.

Interpreter Evaluation Form
Search Criteria

In order for you to submit an interpreter evaluation, please begin by searching for the appointment that was performed by the Fluency Inc. interpreter. Please complete as many fields as known.

You r is greatly appreciated, and is essential to maintaining the quality of our interpeters.

Appointment Confirmation Number	[_____]
Please choose the Language (if Known)	Spanish ▾
Please choose the interpreter (if Known)	[____▾]

Please choose the Clinic/Venue	Chippenham Campus ▼
Please choose the Department	▼
Date of Service From	
Date of Service To	
Reference Nbr.	
Service Recipient Last Name	GONZALVEZ
Service Recipient First Name	

Search   Reset

The above search using only "Gonzalvez" as the only field you can recall, that is the patient's last name resulted in the following search results window:

Interpreter Evaluation Form

Search Results: 4 Appointment(s) Found.

Appointment #	Date Of Service	Time Start	Duration	Language	Covered By	Service Recipient Name	Reference Nbr.	Clinic/Venue	Department	Requester Name	Provider Name	Create Date	Create User
M08-262	Mon 11/10/08	01:00 PM	1.00	Spanish	Matt Ashcraft - I	GONZALVEZ, Maria	654654	Chippenham Campus	Women's Health	Nancy Sinatra, NP	Dr. George Clooney	Tue 11/04/08 08:31 AM	nancys
M08-263	Thu 11/13/08	12:00 PM	1.00	Spanish	Matt Ashcraft - I	GONZALVEZ, Maria	654654	Chippenham Campus	Women's Health	Nancy Sinatra, NP	Dr. George Clooney	Tue 11/04/08 08:33 AM	nancys
M09-928	Wed 05/20/09	11:00 AM	1.00	Spanish		GONZALVEZ, Mario	0897876	Chippenham Campus	Labor and Delivery	Nancy Sinatra, NP	Dr. Sigmund Freud	Wed 05/20/09 10:44 PM	nancys
M09-929	Thu 05/21/09	03:00 PM	1.00	Spanish		GONZALVEZ, Mario	0897876	Johnston-Willis Campus	Oncology	Dr. Max Weber		Wed 05/20/09 10:52 PM	ITSupport

Interpreter Evaluation Form for Appointment Number M08-262

Appointment Information

Clinic/Venue	Chippenham Campus

Provider	Dr. George Clooney
Department	Women's Health
StartTime	Monday 11/10/2008 01:00 PM
Language	Spanish
Interpreter	Matt Ashcraft - I
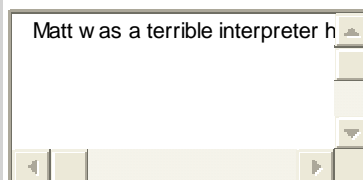
Service Recipient Information

Service Recipient #1

Reference Nbr.	654654
Last Name	GONZALVEZ
First Name	Maria

Interpreter Evaluation Information

Please tell us what you wish to report about the interpreter. Simply click into the text box and type your evaluation of the interpreter's performance during the appointment identified above	Matt w as a terrible interpreter h
Was the interpreter's name badge clearly visible?	☐ Yes ☐ No
Did the interpreter have a professional appearance?	☐ Yes ☐ No
Did the interpreter arrive on time?	☐ Yes ☐ No
Did the interpreter provide a pre-session to the patient and provider?	☐ Yes ☐ No
Was the interpreter agreeable, helpful, and show genuine concern for the patient?	☐ Yes ☐ No ☐ N/A
Did the interpreter speak in the first person tense?	☐ Yes ☐ No
Did the interpreter seem to interpret all spoken words by both patient and provider?	☐ Yes ☐ No

Did the interpreter share cultural information about sensitivities and beliefs that promoted greater understanding?	☐ Yes ☐ No ☐ N/A
Did the interpreter assist with post-appointment issues or scheduling?	☐ Yes ☐ No ☐ N/A
Did the interpreter provide an accurate appointment receipt?	☐ Yes ☐ No
Would you use this interpreter again for another assignment?	☐ Yes ☐ No
Overall how would you grade this interpreter on a scale of 1 to 5?	☐ Poor ☐ Fair ☐ Average ☐ Good ☐ Excellent

Save	Revise Search

Simply choose the right "Gonzalvez" appointment from the four search results and you will be able to complete the form by answering all the questions and clicking the Save button. Upon receipt a representative from the language service provider will contact you to case manage your issue in order to ensure complete quality control of the interpreting pool.

▼ My Profile

This is the screen you will use to update your personal work profile so you may receive accurate e-mail confirmations generated by the database the moment an appointment receives confirmed coverage by an authorized interpreter. This function is enabled by checking the check box that asks you to check it in order to receive appointment coverage confirmations via e-mail. This is helpful so you won't have to call your language service provider to confirm appointment coverage every time you book an assignment. With this box check ALL YOUR ASSIGNMENTS you ordered will be back-confirmed to the e-mail address you indicate in this screen. To change anything, simply click on the field you want to change, retype your new information and click the save button.

View/Update My Profile

Clinic/Venue	Chippenham Campus ▼
Department	Women's Health ▼
Your Name	Nancy Sinatra
Phone Number	916 555 1234 Ext.

Email Address	NancyS@gofl
Check this box if you want to receive an automatic e-mail confirmation every time your appointments get covered	☑
Supervisors Name	-

Save   Discard Changes

▼ Help

This is where this document lives!

▼ Downloads

This command helps you upload some free reader programs you will need to run the application on your PC. These are readily available to any Internet use, and they are authorized and legitimate company websites that delivery Adobe Acrobat Reader and MS Word Reader you will need to perform some ongoing functions with the I2S2™.

Downloads

You will need **Acrobat Reader** to be able to read and print the "Reports". If you don't have it, please download it from this link: Acrobat Reader or you can download directly from our Website AdbeRdr60_enu_full.exe

▼ Terms of Use

Is contract language you agree to adhere to by using the "gofluently.com" websites. Everyone should take a moment to familiarize themselves with the legal limits of the services as well as other policies, rules and procedures necessary for you to agree to prior to and during the provisioning of the services to you.

▼ Change Password

This command is very important because many would forget the supplied password received via e-mail. The supplied password to get you into the community is a scrambled group of alpha numeric characters that have been designed to offer maximum secure log in and protection of the databases by malicious intrusion. IT IS HIGHLY RECOMMENDED THAT YOU IMMEDIATELY CHANGE YOUR PASSWORD FROM WHAT IS SUPPLIED BY THE E-MAIL WELCOME MESSAGE TO SOMETHING YOU CAN EASILY REMEMBER.

To do this you, when you click on the Change Password command kindly follow the instructions below to help you formulate a secure log in password that contains at least 3 of the 4 character groups listed below. If you do not provide at least 3 out of the 4 character groups, you will not be able to save you new password to the database.

Change Password

Instructions:

1. Password needs to be at least 7 characters.
2. Contains at least three of the four character groups:
   - English uppercase characters (A through Z)
   - English lowercase characters (a through z)
   - Numerals (0 through 9)
   - Non-alphabetic characters (such as !, $, #, %, *)

Old Password	
New Password	
Confirm Password	

Save Cancel

Terms of Use for MANAGERS & REQUESTERS of ACLAP Interpreting Services

Your community is committed to providing the most qualified community and healthcare interpreting pool in the country. As part of this ongoing relationship we are continually improving our systems to meet the growing demands of institutions seeking to communicate successfully in a complex multi-lingual environment.

Please read this agreement ("Agreement") carefully before accessing or using this Web site https://www.gofluently.com/aclap/ ("Site"). By using the Site, you agree to be bound by this Agreement and Privacy Policy whenever you use the ACLAP site or services.

This site and all content, information and services accessible through it ("https:gofluently.com") is made available by Fluency, Inc, a California corporation ("Fluency"), and may be used only under the following terms and conditions. Licensee's registration for or use of the Services shall be deemed to be Licensee's agreement to comply with the terms and conditions of this Agreement.

Use of the Site is expressly reserved for the authorized user community of Alameda County Language Access Portal – ACLAP.

For the purposes of better understanding of the conditions of use, the following are definitions of terms used in this Agreement:

Definitions

("**ACLAP**") means that Internet community management system employed to schedule, track, report on and pay for professional, on-site interpreting services under formal agreement

("**Customer**") means those businesses, local, state and federal government organizations, non-profit organizations and any other public and/or private healthcare institutions or systems that have authorized ACLAP to screen, test, and deliver on-site professional foreign language interpreting services.

("**Authorized Requester**") means those individuals who are working in a professional capacity for and on behalf of the Customer and have been granted full permission and authorization to schedule and incur costs associated with their request for on-site professional interpreting services.

("**PIBIO**") means Portal Independent Business Interpreter Organizations individually and collectively refers to those independent, screened and tested language interpreting organizations authorized to provide on-site language assistance, cultural brokering and affiliated services in their respective target language and English to Authorized Customers via the ACLAP interface

("**ACLAP Manager**") means that individual and/or organization granted authorized by the Customers to manage and report on the PIBIO community for the purposes of quality control, screening and recruiting processes and systems, uploading, delisting and registering new Authorized Customers and PIBIO's to access and use the ACLAP.

("**Service Recipient**") means those Non English Proficient / Limited English Proficient customers, clients, patients and others who are the target of Customer service delivery work requiring the assistance of a professional on-site interpreter.

("**Fluency**") means that Software as a Service system provider of all electronic databases, access via a User Name and Password, including a browser interface and data encryption, data backup, redundancy, storage, and Internet capable functions and workflows designed to intake, schedule, cancel, edit, track, report, invoice, notify, and otherwise deliver every aspect of Services via online access, as well as those human and automated schedulers that distribute and confirm PIBIO coverage of all requested services.

Fluency and ACLAP Manager grants Authorized Requesters a limited license to access and make use of this site for the purposes of scheduling interpreting services and manage their accounts ONLY for and on behalf of Customer's Service Recipients who require language assistance.

Authorized Requester's Account
Access to the Site is initiated through the receipt of an e-mail message that contains a username and password. By inputting these two fields in the appropriate log-In fields, users have access to the Site, and can change their password, personal profile or perform any function necessary to schedule, edit, cancel, add or review interpreting services requested via the Site. User is granted a non-exclusive, non-transferable, revocable, limited license to access and use the ACLAP interpreting scheduling system and either ACLAP Manager and/or Fluency   may terminate this license without notice at any time and for any, or no, reason.

PLEASE UNDERSTAND THAT ALL SERVICE REQUESTS MADE VIA THE SITE THAT ARE SATSIFACTORIALLY FULFILLED WILL RESULT IN A BILLABLE ACTION ATTRIBUTABLE DIRECTLY TO THE AUTHORIZED USER AND THEIR DEPARTMENT.

By accessing the Site, you certify that you are authorized by your direct supervisor, and/or department, clinic, hospital, outpatient facility, government agency and/or any other affiliated medical, psychiatric, law enforcement, and/or any other human service provider Customer to schedule interpreting services as needed. Using the Site without the necessary permission and complete understanding of the consequences of scheduling, editing or canceling interpreting service appointments is prohibited. Outside use and/or the sharing of user ID Names and Passwords for the purposes of scheduling interpreting services not affiliated with normal business operations of PIBIO's Customers and ACLAP is expressly prohibited.

If you use this Site, you are responsible for maintaining the confidentiality of your User Name and Password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account. Fluency, ACLAP Manager and the PIBIO's hereby reserves the right to refuse services, terminate the accounts, or cancel any interpreting services requests at any time for appointments received through unauthorized use, abuse of services, or as a result of a direct request from a supervisor or manager to terminate the access privileges of any Authorized Users under their supervision.

Other Conditions / Policies
In order to provide excellent, reliable, face-to-face interpreting services, all service requests must be communicated directly either by telephone or by other electronic means to Fluency. Receipt of a "Appointment

ID Number" generated by the Fluency database serves as the official receipt of the request for interpreting services.

Service Recipient No Show's, and Late Arrivals
The PIBIO's bill a minimum of 1-hour for services whether the recipient shows to an appointment or not. PIBIO interpreters will arrive 10 to 15 minutes prior to the appointment, and, upon arrival, register with the admissions and/or the appointment receptionist that manages the intake of the facility's appointments. PIBIO interpeters will wait at least a period of Twenty (20) minutes after the start time of the appointment to ensure that late arriving patients receive the interpreting services requested. If the patient arrives late, and providing the interpreter has no other conflicting assignment, the appointment may proceed, with billable time beginning at the start time of the appointment as it was originally scheduled.

Billing Increments That Exceed the Minimum
PIBIO's bill in pro-rated ½ hour increments for all Services that exceed the one-hour minimum billing increment

Other Reimbursement for the PIBIO
PIBIO's are authorized to bill for all mileage from point to point at standard IRS rates per mile.

Cancellation of Scheduled Appointments
Upon submittal of an appointment request for interpreting services via the Site, this information is sent to the PIBIO interpreter pool for immediate scheduling. Authorized Requesters may cancel appointments at any time, however, if an appointment is cancelled with LESS than 24 hours notice, Customers may be billed for 1 hour of Service and any scheduled PIBIO will be compensated for that cancellation according to standard billing rates of time. Appointments cancelled with MORE than 24 hours notice do not incur any charges.

Appointment Venue
PIBIO's may only be sent to provide services within the normal place of business where ongoing Customer's services are normally delivered. Home health visits must be pre-arranged by contacting ACLAP Manager's offices directly at (510)___-_____

Best Effort To Cover Appointments
Fluency, and ACLAP Manager will make every effort to notify all available PIBIOs in order to cover Authorized User's requests. In the course of assigning face-to-face interpreters, circumstances can prevent us from scheduling the appropriate interpreter for the date and time requested:
- Unusually high appointment volumes
- Requests for specific interpreters who might have conflicting appointment commitments
- Lack of interpreters in the gender requested
- Limited pool of language interpreters representing languages of lesser diffusion
- Same day appointments: Appointments scheduled earlier take precedence over same-day requests. Fluency assigns appointments in the order they are received. Same day requests made through ACLAP cannot be guaranteed covered due to obvious time constraints. For same day appointments, Authorized Users should contact Fluency schedulers at 800-522-7512 in order to receive immediate status of their request. Please have your customer information available for the call.

Should Fluency be unable to fill the appointment, a service representative will communicate directly with the original requester, either via telephone or e-mail with a minimum of 24 hours notice, so other interpreting arrangements can be made.

Interpreter Late Shows, No-Shows
Occasionally, factors outside of Fluency and Local Manager's control can affect on-time arrival of an interpreter to the appointment venue. From time to time issues such as traffic congestion/weather,

miscommunication, and personal emergencies do occur that cause PIBIO late-shows or no-shows. Customers are not billed for an interpreter who fails to arrive on time to a pre-scheduled appointment.

Telephone Case Management Services
PIBIO's can make telephone calls to confirm appointment dates, times and locations with patients associated with scheduling. There are two types of telephone case management services that can be scheduled from the Site:
- **Telephone Confirmations**: Simple interpreter-only calls to remind NEP/LEP Service recipients of the appointment venue, date and time; no pre-appointment instructions are required. This type of call is a billed on a per call basis.
- **Telephone Conference Calls**: 3-party telephone calls that are comprised of the service requester / interpreter / patient simultaneously communicating on the telephone line. This call is used to relay important pre-appointment instructions directly to the patient prior to a scheduled procedure(s). Interpreters are instructed to contact the provider directly at a pre-arranged time in order to be teleconferenced into the call. This call bills at an hourly rate with a 1-hour minimum.

Scheduling
AUTHORIZED USERS ARE STRONGLY URGED TO PERFORM APPOINTMENT SEARCH FUNCTIONS VIA AND HEED THE DUPLICATE APPOINTMENT POP-UP WARNING SCREEN PRIOR TO SAVING AN APPOINTMENTS TO FLUENCY DATABASES IN ORDER TO AVOID DUPLICATION, OR BILLING FOR SERVICES NOT NEEDED.

THE SITE HAS A BUILT-IN DUPLICATE APPOINTMENT POP-UP WARNING FUNCTION THAT SEARCHES FLUENCY'S DATABASE FOR SIMILAR APPOINTMENTS ACCORDING TO THE FOLLOWING CRITERIA: DATE OF SERVICE; LAST NAME AND FIRST NAME (FIRST THREE LETTERS OF EACH) AND APPOINTMENT VENUE. THIS FUNCTION SHOULD NOT BE USED AS THE SOLE SAFEGAURD AGAINST SCHEDULING ERRORS.

Follow Up Appointments
Follow up appointments, if requested, must be inputted into ACLAP immediately following the completion of an appointment. As a courtesy and timesaver, many PIBIOs may be able to follow up information upon the completion an appointment and transmit that information to our offices. An e-mail confirmation will be sent to the original requester verifying receipt of the follow up appointment. All follow up appointments generate a new Confirmation ID Number

If we receive no response from the e-mail that is sent to the Authorized Requester at the time the follow up appointment is placed into our database, Fluency and its Interpreters assume a follow up appointment is live and valid, and the Customer will be billed accordingly upon the arrival of the interpreter for that follow up appointment.

End of Appointment Verification
As part of our Customer's audit requirements, all PIBIO's will ask Customers who can verify the end time of their encounters with Service Recipients to sign either a paper form and/or the screen a a pocket PC/PDA device to ensure a consistent audit trail of all PIBIO services. PIBIO personnel are authorized to request a first and last name and direct telephone number of the Customer's representative that can verify the end time of the PIBIO's encounter.

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Section VI. Frequently Asked Questions

Frequently Asked ACLAP Questions

Interpreter Prescreening and Testing:

1). Pre-Linguistic screening – is everyone required to take it even if they have been assessed through another agency:

In order to provide a uniform benchmark of quality for all PIBIO's, it is highly suggested that ALL interpreters must undergo the same screening process*. **We are trying to create a unique, high quality pool of linguists, who by virtue of an extensive, scientific and thorough screening process represent the BEST f-2-f interpreters in the Bay area**! We do not want to re-brand and re-package current interpreters. It is assumed that once the community of working interpreters learns of this project, that they will be eager to become a PIBIO. Each community is responsible for choosing that part of the suggested screening process they deem necessary.

2). How often do interpreters have to retake MITI Test™, yearly, every two years etc?

For right now, they only have to take the test once, with their passage of the MITI Test™ good for 18 months. As we get more efficient at uploading new versions of the test they can take the MITI Test™ as part of their continuing education and ongoing quality work. It is our hope to create specific assessments that focus on

That is they can designate on their profile that they have a "Diabetes Qualified" score of 3 or better for that version of the MITI Test™. At the present time, the disease/condition specific MITI tests are not available.

3). What happens when interpreters of other languages want to join, but there is not yet a MITI Test™ available in their language?

Portal Managers have to make a judgment call on this one, balancing the need for a desperately needed language, with an individual who is not entirely screened and tested.   Testing in English and the target language can be efficiently managed using a standard written and oral linguistic assessment over the phone. We have many linguistic screening tests that can be made available to members of the growing PIBIO pool.

4). Generally, what types of things must Portal Management review prior to uploading a new interpreter into the community?

 It is our intention to help communities implement the following New Interpreter program:

- Interpreter shows an interest in becoming a PIBIO
- Deliver Resume
- Schedules Pre-linguistic Screening
- Passes Pre Linguistic screening
- Successful graduation from a legitimate interpreter training program – minimum 150 to 300 Contact Hours.

    o If a Language of Lesser Diffusion (LLD) interpreter is immediately required, a "Crash Course" protocol must be implemented in order to get the new PIBIO up and running as soon as possible. Agreements can be made with the interpreter to participate in concurrent evening and/or weekend professional development training.
- Given Paperwork requirements and completes a "Request for Admission" to ACLAP – an application that will be a combination of a variety of existing documents.
    o DMV Printout
    o Proof of Auto Insurance
    o Form to apply to Oakland PD for fingerprinting – criminal background check
    o Proof of citizenship or authorization to work in the U.S.
    o Copy of driver's license
    o TB Clearance from a local medical organization
    o Completed application to join R.I.D. – Registry of Interpreters for the Deaf – necessary for interpreters to purchase professional liability insurance (approx. $350 per year through preferred insurance carrier) and then they will have to supply proof of this insurance for their file.
    o Business Checking account information and authorization for direct deposit

Interpreter is uploaded into the Portal and given their first few assignments to shadow an experienced (same language preferably) PIBIO.

Interpreter is set free to be a fully authorized working PIBIO.

Interpreter is scheduled to have 1 to 3 surprise visits within a 12 month period, for purposes of quality control. These could be scheduled with more frequency should the interpreter receive negative feedback.

5). How often will interpreters be shadowed and/or receive surprise observations? Who will perform them?

We don't have a schedule of surprise shadowing established as of yet, because that is what we have left for the local Portal Manager to elect a Field Supervisor, or perform the spot checks themselves. Built into the Portal is an Interpreter Feedback Form which allows requesters of interpreting services to complete an online form.

6). How many continuing education course are required to remain active?

This depends upon the availability of training and continuing education opportunities available in a given community. We assume it would be comparable to what other health professionals have to undergo for their re-licensure.

7). How often will interpreters be paid:

The beauty of the Portal is that interpreters will be direct-paid for every assignment providing there is no time disputes within 14 days (It could be longer or shorter depending upon the time it takes for customers to authorize release of payment) of each assignment. So they would receive rolling payments direct-deposited into their bank accounts.

Fees for interpreters/Providers:

8). What is the exact breakdown for interpreters to join? Is this going to be a yearly fee, one time?

At the present time, total costs are unknown but here are some costs from California for reference:

1). TB test   (one time)   65.00
2). Criminal Background at Oakland PD   (one time)   135.00
4). Professional E & O and Liability Insurance   (yearly)   350.00
5). Registration for Portal   (yearly)   150.00
6). DMV Printout   (one time)   25.00
7). MITI Testing Fees (one time)   145.00

       Total Fees.………………………………………………………………900.00
       Total yearly fees...530.00

9). How many years of experience does an interpreter need to join the Portal?

Depends, we are more interested in their current level of training and their test results than how long they have been in the field. As you know several legacy interpreters can be bad interpreters and are very difficult to retrain, given their long experience in the field and their mindset that they already know everything.

10). Is there going to be a pay difference between years of experience or credentialed interpreters?

No, we have created a uniform screening process that once implemented should give you all the benefits of Portal interpreting brings. That's not to say there could be some sliding scale of appointments depending upon the type of assignment – (i.e. we could pay more for Psychiatric appointments due to their difficulty, or perhaps legal assignments?). The point of the Portal from the Customer perspective is to bring some rationality and consistency back in the pricing of f-2-f services.

11). Is there going to be a fee for hospitals to join? If so, is this a one-time fee, or yearly? And 11). PayPal escrow doesn't it end up being costly for the organization? % Given back to PayPal for each transaction, please explain how often this would be used.

You are getting to the crux of how the hospital customers will access the system, book appointments and then pay for them. Basically, you can call their annual interpreting budget a "Membership Fee" or it can be billed as services are incurred. The way we envision the system to work is that a hospital would put an amount of money into a holding account that represents their budget for f-2-f interpreting, in anticipation of purchasing f-2-f services from the Portal.

There is no membership fee per se, however, it remains to be seen whether hospitals would be accepting of a proposal that asks them to put their money in a bank account PRIOR to services being rendered.

This concept would take a little longer to describe to you, and yes it features a multilevel "Time Finish" verification process that would precede the auto withdrawal of monies from the hospital holding account and into the interpreters' personal bank account.

Regarding question # 11 – PayPal is one way to do this. They are the most common online form of payment; however this can be done other ways too. The Portal arrangement is MUCH LESS costly way of doing business than what is currently being charged to them via standard language agency fees. There will be much more fine tuning we need to do to make the smooth flow of invoices and payments occur in efficient and time-sensitive ways.

Business Relationship Between Local Portal Management and Fluency:

12). What is the start-up investment Management platform – centralized or each state responsible for themselves?

There is no start-up investment to pay Fluency, but there is significant planning and set up on your side. This is the most ambitious way to deliver f-2-f services ever created, so it will require a great deal of work prior to getting started.

Here is Fluency's Responsibility to the local ACLAP Management of the Portal:

- Make available to all registered users the Internet Interpreting Scheduling System, with all back-ups, security etc. 24/7/365
- Provide concierge services to both service requesters and PIBIO's as appointment roll through the system, become scheduled, dispatched and completed.

- Serve as a call center to help schedule, edit, change, cancel appointments, and manage day-to-day call in requests via a toll free phone number staffed by live, domestic operators who can access each account and manage all requests in real time
- Provide complete end-to-end financial management and audit functions associated with verifying interpreter time and effect accurate billing of PIBIO Services as well as direct electronic funds transfer to PIBIOs.
- Add new functionality via new and/or improved reporting features, and create other engaging processes and application capabilities that will add-value to the user community – (such improvements could be: Hand Held Devices for all interpreters, removing the need for laptops and computers on the interpreter side, or, for example – a sorting feature that would allow a requester of PIBIOs to see a ranking of all interpreters based upon best on-time performance, or, perhaps, whether they have specific training: "Show me all Spanish interpreters who have Transplant training and experience".).

13). How Fluency will make money?

For the above services, Fluency will charge approximately $5.00 to $8.00 per saved appointment.

14). What are Local Portal Management's Responsibilities?

- Introduce the system to the community – interpreters, and hospital customers
- Begin to register and upload interpreter PIBIO's
- Assist with testing, training and continuing education
- Manage complaints about interpreters / Reward good behavior
- Provide additional customer service for customers as needed
- There will be enough work to merit retaining your current employee

15).How will the Local Portal Management Make Money?

Through a combination of the following revenue streams:

- Yearly Customer Membership Fees (suggested $2,500 per year for large users)
- Yearly PIBIO Member Fee (suggested $55 per month if appointment volumes surpass a reasonable appointment volume).
- $5.00 to $8.00 per saved appointment to the Fluency database (50/50 split with Fluency).
- Other grants and tuition fees that can be collected to prepare new entrepreneurial businesses, provide training and continuing education opportunities to new Americans seeking to participate in the Portal benefits.

Rates

16). How about emergency appointments? How will it be scheduled – call-in or request on line. Is there an extra charge?

We envisioned a system that has 24/7 call center operators on duty. That is interpreters can be scheduled online or via the toll free operator. When it comes to rates, or extra charges, that is up to the community to decide how to charge for special circumstances

17). Is there going to be additional fees for travel time, mileage, parking, public transportation

Specific reimbursable/billable events have not been established in Alameda, due to its newness. All these specific items can be created as the Portal takes shape.

Benefits

18). Can interpreters opt out of health benefits?

Naturally they are free to choose what benefits they do or do not want to purchase. I think it would be a remarkable thing to offer, providing we can find a low cost solution that is underwritten as part of a Portal affinity program with an established membership base (think of the Portal working in every state, and you can start to imagine health insurers interested in providing a benefit plan to the membership!).

19). Are health benefits being offered as the same package for E & O?

No at the present time the E& O underwriter does not have a health insurance package. It is a separate insurance purchase.

20). Is pricing for E & O going to be the same across the board regardless of State?

Currently, Fluency is researching the most affordable E&O Insurance policies for Portal Interpreters. It is our hope that we can find a standardized price.

DATABASE

21). Is the database going to be able to handle the demand for different reports based on customer's preference?

Yes, if you mean can it handle multiple users retrieving reports from the hosted application. We will have no trouble managing customer requests, and national simultaneous and/or concurrent log-ins. The application is designed to manage any load thrown at it. Specific new reporting for customers will have to be customized across the portal for it to be made available.

Interpreter Documentation

22). Are you going to require proof of immunizations, Hep B?

We are currently requesting a negative TB test result, but each community may opt to include other immunization records as determined by Portal decision makers.

23). You mentioned a non-profit organization might be a better fit to serve as the Portal Manager. Why is that so?

Many reasons:

- Accept "scholarship" monies to screen, test, and upload new PIBIOs – remember the full registration fee is close to $1,000 per new interpreter.
- Accept donations from a wide variety of healthcare funders, pharmaceutical companies, state health insurers, research organizations as well as large foundations – this model answers many questions,

upholds the best standards of our emerging industry, and creates a novel solution to a chronic, expensive societal problem – overpriced, low quality F-2-F interpreters!

- Less resistance from larger for-profit Agencies – non-profits are viewed as not threatening
- Receive funding to train interpreters statewide. Trainers no longer have to find funds, it is internally financed via Portal fees.
- Easier sell to new and existing customers! "Feel Good" place for customers to support a fellow non-profit
- Opens the way to receive job training funding from Federal and State government who pay non-profits to move people from welfare to work, as well as train new and emerging entrepreneurs the important details of running a micro-business – licensing, insurance, basic accounting, electronic banking, mobile computing, Internet research such as Mapquest, Google etc.

APPENDIX

Appendix A – ACCMA Physician Survey

Appendix B – Interpreter Recruiting Flyer

Appendix C – Patient Flyer (Spanish)

Appendix D – Interpreter Job Description

Appendix E – Sample Resume

Appendix F – MITI Test Recruitment Flyer

Appendix G – MITI Test Pilot Participants

Appendix H – MITI Performance Indicators

Appendix I – Sample MITI Official Report

Appendix J – Provider Portal Feedback

Appendix K – State of California Employment Development Dept (EDD) Regulations for the Language Interpreting Industry

Appendix L – Fluency Clients that Utilize the Internet Interpreter Scheduling System

Appendix M – Payflow ACH Payment Service Factsheet

Appendix N – HIPAA COMPLIANCE REPORT for Internet Interpreter Scheduling System

Appendix O – Fluency and Avant Personnel involved with ACLAP

ALAMEDA-CONTRA COSTA MEDICAL ASSOCIATION

6230 Claremont Avenue, Oakland, CA 94618 · (510) 654-5383 · FAX (510) 654-8959 · accma@accma.org

May 8, 2008

TO: ACCMA Members Who Responded to the ACCMA Survey
        Regarding Interpreter Services

FROM: Juan Ordoñez, MD, President
        Alameda-Contra Costa Medical Association (ACCMA)

RE: Pilot Project Offering In-Person Interpreter Services Free of Charge

Thank you for responding to the ACCMA's recent survey regarding your use of interpreter services for non-English speaking patients. Given your interest in this issue, I am pleased to invite you to participate in an innovative pilot project funded by a grant from The California Endowment through which physicians may use a limited amount of in-person interpreter services in their medical practice free of charge. Not only are the services free of charge, but the interpreters are drawn from a panel of interpreters who have been tested to ascertain their skills in interpreting information to limited English proficiency speaking patients in medical settings. The pilot project was created by the Alameda County Coalition on Language Access in Healthcare (ACCLAH), a coalition of health care organizations (including the ACCMA) and community leaders promoting access to interpreter services in health care settings.

To participate in the project and receive free healthcare interpreter services, you need only to have an internet connection. Fluency will offer in-office training for a staff member to learn how to access these services via a secure internet portal. If you are interested in taking advantage of this pilot project please contact Bill Glasser, Fluency President, at (916) 947-1010 (cell) or at 1(800) 522-7512

www.gofluently.com

Want to make a difference in your community?

If you have recently completed an interpreting training program and are eager to practice what you have learned AND make a difference, come be a part of two exciting and innovative collaborative projects being developed for the purposes of improving healthcare language access in Alameda County.

About the Projects

The Alameda County Language Access Portal is a Pilot Project of the Alameda County Coalition on Language Access in Healthcare (ACCLAH). ACCLAH is funded by a grant from The California Endowment.

The Alameda-Contra Costa Medical Association (ACCMA) and Fluency, Inc. have teamed up in an effort to bring language access to independent physicians and their Limited English and Non-English Proficient (LEP/NEP) patients who have traditionally been left out of established language support networks. The Alameda County Language Access Portal (ACLAP) will electronically connect those who need language assistance, with those who provide it. Currently we are seeking trained interpreters to be a part of this ambitious and unique project by joining the first group of Spanish-speaking interpreters eligible to fulfill requests.

Features of the online portal will include:

- Flexible self-scheduling mechanism that will eliminate the need of a third-party agency and their fees, as well as allow you to self schedule so that you may fulfill to assignments on the days and hours *you want to work*
- An opportunity to earn good pay! Starting pay begins at $30 to $35 per hour during the pilot phase.
- Ability to automatically map venue locations using Map Quest
- Capacity to directly Invoice management

Medical Interpreter Test on the Internet (MITI)

The MITI or *Medical Interpreting Test on the Internet* was developed in a joint effort between Avant Assessment (with support from the Center for Applied Second Language Studies at the University of Oregon) and Fluency Inc. As a better alternative to taking a written and/or oral test in person or via a telephonic interview, MITI is a web-based, proctored, human-scored test that evaluates oral, listening, reading and writing skills in both the target and source languages, interpreting skills, and knowledge of interpreter ethics and practices. The MITI is currently in its piloting stages and we are looking for individuals to take the pilot test to obtain data for psychometric analysis and validation purposes.

If you are interested in joining the Pool of interpreters who will bring services to providers who are members of the Alameda Contra Costa Medical Association and their patients, please send your résumé to Bill@gofluently.com

If you are interested in taking the MITI challenge, please contact William Glasser either by email at Bill@gofluently.com or by phone at (800) 522.7512.

Comuníquese con su médico clara y eficientemente por medio de un intérprete profesional y adiestrado, traído a usted completamente GRATIS.

La próxima vez que tenga una cita con su médico en este consultorio usted podría recibir los servicios de un intérprete profesional para ayudarle a comunicarse con su proveedor de salud clara y eficientemente. Gracias a una subvención dada por Alameda County Coalition on Language Access in Healthcare, usted puede recibir estos servicios completamente **GRATIS** y sin ningún costo a usted.

Para recibir estos servicios, simplemente infórmele a la recepcionista que le programará su próxima cita que le gustaría tener presente a un intérprete durante su cita, y ella se encargará del resto.

Si usted acostumbra traer a un amigo o miembro de su familia como intérprete a sus citas, usted sabe lo difícil que puede ser programar una cita que le convenga a usted, al consultorio y a su amigo o miembro de familia, con este programa usted puede hacer sus citas junto con el consultorio cuando más conveniente sea para usted, sin tener que preocuparse de la calidad de la interpretación porque todos los intérpretes son interpretes adiestrados, y con la libertad de poder hacer cualquier pregunta y compartir cualquier cosa con su médico sabiendo que es en la presencia de de un intérprete profesional.

Communicate clearly and efficiently with your physician through a trained and professional interpreter, provided completely free of cost to you.

The next time you have an appointment in this medical office you may receive the services of a professional interpreter to help you communicate with your healthcare provider clearly and efficiently. Thanks to a grant given by the Alameda County Coalition on Language Access in Healthcare you may receive these services completely free.

To receive these services, simply inform the receptionist that will schedule your next appointment that you would like to have an interpreter present during your next appointment and she will take care of the rest.

If you are used to bringing a friend or family member to your appointments to interpret you know how difficult it can be to schedule appointments that are convenient for you, the clinic, and your friend or family member, this program allows you to schedule appointments with the clinic when they are convenient for you without worrying about the quality of the interpretation, because all interpreters are trained interpreters, and with the freedom to ask any questions or share anything with your physician knowing it is in the presence of a professional.

Job Description - Portal Interpreters

Introduction

Want to make a difference in your community? Fluency's Language Access Portal in Alameda County is a team of freelance medical interpreters who aim to bridge the communication and cultural gap that exists between patients who are Limited English/Non-English Proficient, and Healthcare Providers. Our mission is to support the patient-provider relationship, ultimately resulting in better patient health care access and outcomes.

Job Description

As a Valued Member of our team of Freelance Medical Interpreters you will have the opportunity to render interpreting services for leading Healthcare Providers.

Responsibilities

All Portal Services Team members are responsible for:

- Consistent punctuality in arriving at all interpreting assignments and delivery of outstanding service to all our customers
- Interpreting, accurately, completely, quickly and clearly with the greatest possible fidelity to the spirit of the original message either in person or over-the-phone
- When required by a client, sight translating into the target language complex medical documentation
- Assisting patients in completing medical forms and histories
- Maintaining the confidentiality regarding personal medical issues or any other information learned during an encounter as required by HIPAA
- Downloading, completing and submitting paperwork in an organized and timely manner

Requirements

- Excellent skills in English and a second language
- Knowledge of anatomy, major body systems and medical terminology in at least two languages
- Interpreting, listening and memory skills sufficient to interpret accurately, completely, quickly and clearly with the greatest possible fidelity to the spirit of the original message
- Minimum availability of 20 hours between regular business hours (8:00 a.m. to 5:00 p.m.)
- Successful completion of a verbal medical terminology/target language examination
- Reliable personal automobile and valid driver's license and Automobile Liability Insurance Card
- Cellular phone, computer with Internet access, and email address
- Current tuberculosis exam/clearance.

Compensation

Compensation varies by type of appointment. The most common types of appointments are listed below.

- Medical Appointments
- Psychiatric and *Stops* Appointments
- Legal Appointments

Compensation for Travel

Compensation for travel is dependent upon the state in which services are being provided. Mileage is reimbursed roundtrip from interpreter's home addresses.

ACLAP Interpreter Resume Sample

EDUCATION

San Francisco State University - College of Extended Learning   2004 - 2006
Spanish/English Interpretation (Legal/Court & Medical)
Related Coursework: Medical Interpretation
Consecutive Interpretation I and II
Simultaneous Interpretation I and II

University of California at Berkeley   1994 - 1998
Bachelor of Arts, History

Universidad de Chile, Santiago   Spring 1997
Semester abroad

RELATED EXPERIENCE

November 2007   Medical Conference, Japan
- Translated presentation for Dr. Franco Ravera Zunino, neurosurgeon, on the state of neurosurgery in Chile for a conference in Tokyo.

1999-2001   San Leandro, CA
ESL Teacher and interpreter/translator
- Taught ESL and Spanish to employees. Interpreted individual meetings between employees and management and staff meetings for Spanish-speaking staff. Also translated employee handbook and other company literature into Spanish.

OTHER PROFESSIONAL EXPERIENCE

2001 – October 2007   Language Studies International   Berkeley, CA
Full-time ESL Instructor
- Taught varied classes of up to 14 students. Classes included TOEFL and TOEIC preparation, conversation skills, business, and grammar.

1999 - 2000   Diversified Personnel   San Leandro, CA
ESL Teacher and interpreter
- Developed, implemented and taught ESL program for immigrant employees of Sears.

Fluency
www.gofluently.com

Are you Spanish-English Bilingual?
Are You a Graduate of a Recognized Healthcare Interpreter Training Program?

Then We Want You to take the MITI Challenge!
And Get a $20 Gift Card to Starbucks!

What is the Medical Interpreter Test on the Internet (MITI)?
The MITI was jointly developed by Avant Assessment (with support from the Center for Applied Second Language Studies at the University of Oregon) and Fluency Inc. to improve the quality control standards for medical interpreting.

A better alternative to taking a written and/or oral test in person or via a telephonic interview, MITI is a web-based, proctored, human-scored test that evaluates oral, listening, reading and writing skills in target and source languages, interpreting skills, and knowledge of interpreter ethics and practices. The MITI is currently in its piloting stages and we are looking for individuals to take the pilot test to obtain data for psychometric analysis and validation purposes.

If you are interested in taking the MITI test, go to **mititest.com**, or contact the Fluency office at 800-522-7512, or via email at Sandra@gofluently.com.

This project is presented by Fluency, Inc. operating as a subcontractor to:
Alameda County Coalition on Language Access in Healthcare

ACCLAH
Alameda County Coalition on Language Access in Healthcare

During its three years of development, the MITI Test™ was extensively evaluated for accuracy, completeness and ease of use. The test was validated by statisticians, assessment specialists and psychometrics experts. It was also piloted to 250 skilled practicing interpreters, as well as individuals from interpreting training programs and bilingual speakers from outside the medical field. The MITI Test™ was piloted in government, non-profit and private-sector environments and in various regions including: *Oregon, California, New York, Nebraska, Illinois, Connecticut, Ohio, Texas and Puerto Rico*. Below are some of the individuals and organizations that participated in this process.

Healthcare/Hospital Systems

- **Stanford Hospital & Clinics**, Palo Alto, CA
  - Ms. Monique Alfaro, Director, Interpreter Services
    - Contact Info: 650.725.7955; malfaro@stanfordmed.org
- **St Jude Children's Hospital**, Memphis, TN
  - Mr. Marc Friedman, Coordinator Interpreter Patient Care Services
    - Contact Info: 901.495.2983; marc.friedman@stjude.org
- **City of Hope Cancer Research Hospital**, Duarte, CA
  - Mr. Alfonso Macias, Interpreting Supervisor
    - Contact Info: 626.256.4679 ext. 62282 AMacias@coh.org
- **UC Davis Medical Center**, Sacramento, CA
  - Ms. Inez Talbott, Director of Medical Interpreting Services
    - Contact Info: 916.734.2321; inez.talbott@ucdmc.ucdavis.edu
- **RUSH University Medical Center,** Chicago, IL
  - Ms. Elizabeth Colon, President Metaphrasis Language Agency
    - Contact Info: 312.823.6290; ecolon@metaphrasislcs.com

Language Associations

- **International Medical Interpreters Association (IMIA)** – Boston Conference, October, 2008 – MITI Test™ administered to Conference attendees from the National Institute of Health and various hospital-based interpreters from the New England Area (full listing of examinees available upon request).

Language Firms

- **Metraphrasis**, Chicago, IL
  - Ms. Elizabeth Colon, President Metaphrasis Language Agency
    - Contact Info: 312.823.6290; ecolon@metaphrasislcs.com
- **International Translators and Interpreters**, Manchester, CT & Puerto Rico
  - Mr. Francesco Pagano, Vice President
    - Contact Info: (860) 432-9739; fpagano@ititranslates.com
- **Voices For Health**, Grand Rapids, MI
  - Mr. Carlos Pava, Chief Operations Officer
    - Contact Info: (616) 233-6505; carlos@voicesforhealth.com
- **International Communications Inc,** Lincoln, NE
  - Mr. Jerry Pflanz, President

-          ▪ Contact Info: 402.432.6871
- **Language World Services,** Sacramento, CA
  - o Mr. William Glasser, President
    - ▪ Contact Info: 916.473.0100; bill@languageworldservices.com

Medical Associations

- **Alameda Contra-Costa Medical Association**, Alameda, CA
  - o Carmen Castro-Rojas, Project Director ACCLAH
    - ▪ Contact Info: (510) 654-5383; ccastro-rojas@accma.org

MITI – Interpreting Performance Indicators

Level	Ethics and Principles	Professional Vocabulary	Listening	Sentence Level
4	Scores between 90-100% on this section of the MITI Test, indicate that this individual has an **excellent** knowledge of ethics and principles and can apply these principles in a variety of interpreting situations.	Scores between 90-100% on this section of the MITI Test, indicate that this individual has an **excellent** command of medical terminology and situations. Also shows a wide breadth of medical topics and terminology.	Scores between 90-100% on this section of the MITI Test, indicate that this individual has an **excellent** ability to listen to statements and select the most accurate/ appropriate interpretation for that statement, with a clear understanding of language nuance.	Scores between 90-100% on this section of the MITI Test, indicate that this individual has an **excellent** ability to interpret short utterances accurately. This also shows accurate control of both general and medical terminology and vocabulary.
3	Scores between 80-90% on this section of the MITI Test, indicate that this individual has a **strong** knowledge of ethics and principles, but would benefit from training in some specialized aspects of this area.	Scores between 80-90% on this section of the MITI Test, indicate that this individual has a **strong** command of medical terminology and situations, but who may need training with some specialized medical vocabulary.	Scores between 80-90% on this section of the MITI Test, indicate that this individual has a **strong** ability to listen to statements and select the most accurate/appropriate interpretation for that statement, with a good understanding of language nuance.	Scores between 80-90% on this section of the MITI Test, indicate that this individual has a **strong** ability to interpret short utterances accurately. This also shows mostly accurate control of both general and medical terminology and vocabulary.
2	Scores between 70-80% on this section of the MITI test, indicate a **minimal** knowledge of ethics and principles of best practice. This level indicates that while this individual does have some working knowledge, there is still a need for training and instruction in this area.	Scores between 70-80% on this section of the MITI Test, indicate that this individual has a **minimal** command of medical terminology and situations. This level indicates a need for training with some specialized and general medical vocabulary.	Scores between 70-80% on this section of the MITI Test, indicate that this individual has a **minimal** ability to listen to statements and select the most accurate/appropriate interpretation for that statement, with a limited understanding of language nuance.	Scores between 70-80% on this section of the MITI Test, indicate that this individual has a **minimal** ability to interpret short utterances accurately. This shows limited control of both general and medical terminology and vocabulary.
1	Scores Below 70% on this section of the MITI test, indicating a **restricted** knowledge regarding the areas of interpreting ethics and principles of best practice. An individual who scores at this level needs **extensive** training in this area.	Scores below 70% on this section of the MITI Test, indicate that this individual has a **restricted** command of medical terminology and situations. Indicates a need for training with most specialized as well as general medical vocabulary.	Scores below 70% on this section of the MITI Test, indicate that this individual has a **restricted** ability to listen to statements and select the most accurate/appropriate interpretation for that statement, with a poor understanding of language nuance.	Scores below 70% on this section of the MITI Test, indicate that this individual is **unable to interpret** even short utterances accurately. This shows very limited control of both general and medical terminology and vocabulary.

Level	Simulated Session	Sight Translation	Overall Score
4	Scores between 90-100% on this section of the MITI Test, indicate that this individual has an **excellent** ability to accurately interpret extended language exchange. Individuals at this level also show accurate control of both general and medical terminology/vocabulary as well as controlled, smooth delivery of language with little or no self-correction.	Scores between 90-100% on this section of the MITI Test, indicate that this individual has an **excellent** command of medical terminology and situations and is able to consistently chunk and parse long paragraphs of written text into smaller units of meaning.	•Scores between 90-100% for the overall score on the MITI Test, indicate that this individual has an **excellent** ability to interpret accurately in a variety of situations. •This indicates that they have a solid understanding of principles and practices of interpreting and can apply these to live interpreting sessions, while also maintaining voice and register. •This also shows that the individual has accurate control of both general and medical terminology and vocabulary, as well as smooth and consistent fluency.
3	Scores between 80-90% % on this section of the MITI Test, indicate that this individual has a **strong** ability to accurately interpret extended language exchange. Individuals at this level also show mostly accurate control of both general and medical terminology/ vocabulary as well as mostly smooth delivery of language.	Scores between 80-90% on this section of the MITI Test, indicate that this individual has a **strong** command of medical terminology and situations and is able to chunk and parse long paragraphs of written text into smaller units of meaning most of the time.	•Scores between 80-90% for the overall score on the MITI Test, indicate that this individual has a **strong** ability to interpret accurately in many medical situations. •This indicates that they have a **strong** understanding of principles and practices of interpreting and can apply these to live interpreting sessions, while also maintaining voice and or register. •This also shows that the individual has mostly accurate control of both general and medical terminology and vocabulary, as well as mostly smooth and consistent fluency.
2	Scores between 70-80% on this section of the MITI Test, indicate that this individual has a **minimal** ability to accurately interpret extended language exchange. Individuals at this level show some accurate control of both general and medical terminology/vocabulary as well as a somewhat smooth delivery of language. Interpreters at this level generally have some pauses and a number of self-corrections.	Scores between 70-80% on this section of the MITI Test, indicate that this individual has a **minimal** command of medical terminology and situations and is able to chunk and parse long paragraphs of written text into smaller units of meaning **only some of the time**. The translation /interpretation of the text may be choppy or halting with missing parts or sections.	•Scores between 70-80% for the overall score on the MITI Test, indicate that this individual has a **minimal** ability to interpret somewhat accurately in even predictable medical situations. •This indicates that they have a **minimal** understanding of principles and practices of interpreting and can apply these to live interpreting sessions **inconsistently**. •This also shows that the individual has limited control of both general and medical terminology and vocabulary. It also shows a need for further training before being able to facilitate interpreting sessions in even basic medical situations.
1	Scores below 70% on this section of the MITI Test, indicate that this individual has **restricted** ability to accurately interpret extended language exchanges. While language delivery may be smooth, individuals at this level generally show inconsistent control of general vocabulary with very little control of medical vocabulary. Interpreters at this level will have some pauses/hesitations as well as a number of self-corrections.	Scores below 70% on this section of the MITI Test, indicate that this individual has a **restricted** command of medical terminology and situations and is not able to consistently chunk and parse long paragraphs of written text into smaller units of meaning. The translation /interpretation of the text is often choppy and halting and filled with inaccuracies.	•Scores below 70% for the overall score on the MITI Test, indicate that this individual has **restricted** ability to interpret accurately in most medical situations. •This indicates that they have a **restricted** understanding of principles and practices of interpreting and shows a need to have extensive and focused training in this area. •This also shows that the individual has **restricted** control of both general and medical terminology and vocabulary and indicates that they will need extensive training before being able to facilitate even basic interpreting sessions.

MITI Official Report

091908-1 (Name)	**9/19/08** (Test Date)	**Level 3** (Overall Score)
Test location (Test Location)	**Test center** (Test Entity)	

General Information:

This report shows the results for **091908-1** who took the MITI on **9/19/08** at **Test location**. Test Code = carol03. The results for each section of the assessment are listed below:

Part I - *Ethics and Principles of Interpreting:*

4+

Scores between 90-100% on this section of the MITI Test, indicate that this individual has an **excellent** knowledge of ethics and principles and can apply these principles in a variety of interpreting situations.

Part II - *Professional Vocabulary:*

4+

Scores between 90-100% on this section of the MITI Test, indicate that this individual has an **excellent** command of medical terminology and situations. Also shows a wide breadth of medical topics and terminology.

Part III - *Listening:*

4+

Scores between 90-100% on this section of the MITI Test, indicate that this individual has an **excellent** ability to listen to statements and select the most accurate/appropriate interpretation for that statement, with a clear understanding of language nuance.

Part IV - *Interpreting Sentence Level:*

3-

Scores between 80-90% on this section of the MITI Test, indicate that this individual has a **strong** ability to interpret short utterances accurately. This also shows mostly accurate control of both general and medical terminology and vocabulary.

Part V - *Interpreting Simulated Session:*

3-

Scores between 80-90% % on this section of the MITI Test, indicate that this individual has a **strong** ability to accurately interpret extended language exchange. Individuals at this level also show mostly accurate control of both general and medical terminology/ vocabulary as well as mostly smooth delivery of language.

Part VI - *Interpreting Sight Translation:*

3-

Scores between 80-90% on this section of the MITI Test, indicate that this individual has a **strong** command of medical terminology and situations and is able to chunk and parse long paragraphs of written text into smaller units of meaning most of the time.

Part VII - *Overall Score and Interpretation:*

3

- Scores between 80-90% for the overall score on the MITI Test, indicate that this individual has a **strong** ability to interpret accurately in many medical situations.
- This indicates that they have a **strong** understanding of principles and practices of interpreting and can apply these to live interpreting sessions, while also maintaining voice and or register.
- This also shows that the individual has mostly accurate control of both general and medical terminology and vocabulary, as well as mostly smooth and consistent fluency.

ACCLAH Project Provider Feedback

Technology

1. On a scale of 1 to 5, with 1 being the most difficult and 5 being the easiest, how use r-friendly did you find the scheduling system?

   5

2. About how long did it take you to become comfortable using the system?

   After first use.

3. Do you have any comments regarding the scheduling system?

   It is user friendly.

Interpreter Quality

1. How satisfied were you with the quality of the interpreter's knowledge of medical terminology and practices?

   Very satisfied

2. Did you feel that the interpreter was accurately conveying what the provider(s) and the patient were saying?

   Yes.

3. Do you feel that having an interpreter improved communication between the patier t and the provider(s)?

   Yes.

Overall Experience

1. How would you rate your entire experience overall, on a scale of 1 to 5, with 1 being extremely negative and 5 being extremely positive?

   5 +

2. Do you have any comments or suggestions about the entire experience?

I think it is an excellent service that is being provided. Mr. glasser was very informative, and extremely pleasant when he did our in service.

Judy and I give it an A+.

We greatly appreciate your feedback. When completed, please return this by fax to Molly Servais at 916-487-7088.

Kathryn

Thank you!

§ 4304–9. Specific Application of Rules for Determination of Employment Status to Circumstances in the Language Interpreter's Industry.

(a) To determine whether services are performed as an employee or independent contractor refer to the common law rules contained in section 4304–1 of these regulations. Section 4304–1 provides that "to determine whether one performs services for another as an employee, the most important factor is the right of the principal to control the manner and means of accomplishing a desired result." Section 4304–1 lists factors which are evidence of the existence or absence of the right of control, to be considered when making an employment determination. Section 4304–9 provides standards to be used when applying the common law rules specifically to language interpreters and is intended to make clearer those circumstances under which a language interpreter is an independent contractor or employee.

(b) Definitions:

For purposes of this regulation, the following definitions will apply:

(1) A "language interpreter" is an individual who interprets or translates one or more languages. For example, language includes, but is not limited to, non–English or sign language and interpreted or translated by means of verbal or written communication.

(2) A "principal" is any individual or entity for whom or which the language interpreter performs interpreting or translating services. A principal can be either an agency, client or customer of an agency, or any other individual or entity.

(3) An "agency" is any service, agency, individual, partnership, corporation or other entity that contracts with clients or customers to who it provides language interpreters.

(c) Determination Factors:

To determine whether one performs services for another as an employee, the most important factor is whether or not the principal has the right to control the manner and means of accomplishing a desired result. Each of the following factors shall be used to determine if an employment relationship exists. Not all factors listed in this section (4304–9) are necessary to make a determination that a particular relationship exists. A determination of whether services are being performed as an employee or independent contractor will depend upon a grouping of the factors that are significant in relationship to the services being performed. (See following factors.)

TABLE OF DETERMINATION FACTORS – LANGUAGE INTERPRETERS

FACTORS	EVIDENCE OF		WEIGHT
	EMPLOYEE	INDEPENDENT CONTRACTOR	
(1) Policies, Rules or Procedures of Conduct	Set by the agency or principal or both, as evidenced by written or verbal task descriptions, dress code, absence/ vacation policies, requiring appointment books, etc.	Language interpreter performs his or her services independent of any policies, rules or procedures of conduct set by the agency or principal or both.	The setting of policies, rules or procedures and instructions by the agency or principal or both is an indication of direction and control over the language interpreter's services and carries great weight.
(2) Supervision on the Job	The agency or principal or both supervise the language interpreter, such as requiring the language interpreter to personally confirm all appointments with the agency's clients, arrive early for appointments, reviews the work performance as to how the language interpreter conducts himself or herself on the job, etc. Client complaints about language interpreter's services are directed to the agency for resolution. Agency checks with clients to determine whether language interpreter's services were satisfactory.	Details of work not supervised by agency or principal. Client and language interpreter resolve client complaints. No reviews of work performance.	To the extent that the agency or principal or both exercises control over the services through supervision it is evidence that the agency or principal or both has the right to control the services, and that this right to control the services is complete and authoritative. This right to control (whether or not exercised) carries the greatest weight in making an employer–employee relationship determination.
(3) Training	Agency or principal or both instructs the language interpreter on details of the job, how to prepare invoices, on the policies, rules or procedures of conduct, etc. Agency or principal or both require the language interpreter to take training (e.g., classes for continuing education, certification, attending seminars, etc.) The required training is paid for by the agency or principal or both.	Training is not required by the agency or principal or both. Language interpreter seeks training (e.g., classes for continuing education, certification, attending seminars, etc.) on his or her own. Language interpreter pays for his or her own training.	Training given by the agency or principal or both that includes instructions about how to perform the services, a dress code, client relations, etc., infers that the agency or principal or both has the right to control the services and carries great weight. Where the agency or principal or both require attendance at training or pays for training, it is an indication of direction and control over the language interpreter's services and carries great weight.
(4) Meetings	Agency or principal or both conducts meetings and language interpreter's attendance is required or expected. The language interpreter's time is paid for.	Agency or principal does not hold required meetings. Attendance is not mandatory and nonattendance is viewed without negative consequence. Time at meetings is not paid for or meetings are not held.	The act of holding informational meetings, by itself, is not a strong indication of employment. However, if by intent or in fact the purpose of the meeting is to convey policies, rules or procedures or instructions to do the work, it implies that the agency or principal or both want the services performed in a particular method or manner which indicates direction and control over the language interpreter's services, this would carry great weight. The meetings referred to in this factor are not meetings or conferences where the language interpreter is assigned to perform interpreting services.

TABLE OF DETERMINATION FACTORS – LANGUAGE INTERPRETERS (continued)

FACTORS	EVIDENCE OF		WEIGHT
	EMPLOYEE	INDEPENDENT CONTRACTOR	
(5) Reports	Agency requires language interpreter to report by telephone upon job completion, cancellations, no–shows, etc. Agency or principal or both gives the language interpreter instructions when cancellations or no–shows occur.	Reports are not required.	Reporting requirements are an extension of the factor "supervision" and would be given medium to great weight depending on the purpose and content of the reports (verbal or written). Reports that are used to monitor the language interpreter's performance are considered controls by the agency or principal or both over the manner and means of the work. However, reports, whether verbal or written, of an invoice nature to determine payment to the language interpreter and/or billings to an agency or principal or both would be neutral.
(6) Agency or Principal and Language Interpreter Contract	Agreement between the agency or principal or both and the language interpreter gives the agency or principal or both the right to direct and control the manner and means of the services. Agreement contemplates that the language interpreter will perform the services personally.	Agreement between the agency or principal or both and the language interpreter does not give the agency or principal or both the right to direct and control the manner and means of the services. The agreement does does not require the services to be performed personally by the language interpreter.	Terminology used in a written agreement is not conclusive of the relationship, but is evidence of the relationship intended. Written agreements do not necessarily depict the actual practices of the parties in a relationship. The actual practices of the parties in a relationship are more important than the wording of an agreement in making an employer–employee relationship determination. An agreement in which the agency or principal or both expresses only an interest in the endresult and abandons the right to control the details (manner and means) of the services is evidence of independence.
(7) Termination	Both the agency or principal and the language interpreter have the right to terminate the relationship at will without prior notice and without any further contractual liability (except for services already performed).	By agreement or practice, the agency or principal is required to pay for services not performed, if the agency or principal unilaterally terminates the relationship, other than for cause. By agreement or practice, makes the language interpreter liable for damages if the language interpreter fails to complete the terms of the agreement.	The right to terminate conveys an inherent power of the agency or principal over the language interpreter. The right to terminate at will, without cause, is strong evidence of employment. If the services being performed by the language interpreter are on a continuous basis it would give the appearance of the agency or principal having the right to terminate the services at will by not using the language interpreter's services anymore.

TABLE OF DETERMINATION FACTORS – LANGUAGE INTERPRETERS (continued)

FACTORS	EVIDENCE OF		WEIGHT
	EMPLOYEE	INDEPENDENT CONTRACTOR	
(8) Engagement in a Distinct Business	The language interpreter does not operate his or her own business. Services performed is a direct and essential part of the agency's or principal's business. The language interpreter does not advertise his or her services to the general public as a separate business. The language interpreter performs services under the agency's or principal's trade name (provides business card of the agency, etc.). The language interpreter performs services for one or a few agency(s) or principal(s) or both. The language interpreter receives payment for services from the agency or principal whether client pays or not. Billings and collections are handled by the agency or principal. The language interpreter does not have an entrepreneurial risk of loss.	The language interpreter operates an independent business separate from that of the agency or principal. The language interpreter has a business telephone directory listing, advertises under own trade name, has a business icense where required, files a Federal Form 1040 Schedule C as an independent business, and has an investment in facilities or equipment. The language interpreter provides services to numerous agencies or or principals or both. The language interpreter does not receive payment for services from the agency or principal if the client does not pay. The language interpreter assumes an entrepreneurial risk of loss.	If the language interpreter has established a separate business, distinct from that of the agency or principal, and the services are performed in the furtherance of that separate business, great weight would be given toward independence.
(9) Required Skill of the Language Interpreter	In this particular Industry both employees and independent contractors are highly skilled in interpreting/translating one or more languages, whether or not the work requires certification. Therefore, in this Industry, this factor is neutral.		Level of skill, by itself, generally does not weigh heavily. However, a high level of technical skill will weigh more heavily when combined with other factors such as separate and distinct business. A low level of technical skills weighs in favor of employment, since as skill level declines, the language interpreter has less room to exercise the discretion necessary for independence.
(10) Duration of Services	The language interpreter performs services on a continuous basis.	The language interpreter provides services on a sporadic, per job basis.	This factor, by itself, is not controlling. Independent contractors usually perform work on a job basis for shorter, designated periods of time. Employment is usually of open–ended duration. A long series of short term assignments from a single agency or principal will tend to show continuity and employment. If the language interpreter's services are performed on a continuing basis it would be evidence of employment, especially if the services are a regular part of the agency's or principal's business. The time of performing the service may result in strong evidence of employment if the performance occurs during regular intervals at regular times.

TABLE OF DETERMINATION FACTORS – LANGUAGE INTERPRETERS (continued)

FACTORS	EVIDENCE OF		WEIGHT
	EMPLOYEE	INDEPENDENT CONTRACTOR	
(11) Whether the Agency or Principal or the Language Interpreter Supplies the Instrumentalities, Tools, and Place of Work	The agency or principal provides the language interpreter with office space, desk, chair(s), telephone. support services, forms, supplies, and business cards.	The language interpreter pays for his or her own office, equipment, support services, forms, supplies, and business cards.	If the language interpreter has established his or her own office, and pays all the expenses connected with that separate office, there is a strong indication of independence. On the other hand, if the language interpreter generally works out of the agency's or principal's office where all necessities are provided and paid for by the agency or principal, then there is a strong indication of an employment relationship.
(12) Custom in Industry and Location	Agencies or principals treat their language interpreters as employees.	Language interpreters typically operate their own separately established businesses.	This factor, by itself, is not controlling. This is because each determination must stand on its own facts regarding the agency's or principal's right to direct and control. Industry custom merely gives an inference or direction to the determination.
(13) Method of Payment	Payment by time period (hour, week, month, etc.) or piece rate. Payments made at regular intervals. Compensation set by the agency or principal. Expenses are reimbursed or benefits furnished or both.	No benefits are provided. Language interpreter pays for his or her own expenses. Fee for services negotiated per job.	This factor, by itself, is not controlling. It is only an indication of the type of relationship. This is because a language interpreter may be paid solely by the job, but the controls are sufficient to create an employer–employee relationship.
(14) Belief of Parties	All parties believe the relationship is one of employment.	All parties agree that the relationship is one of independence.	This factor, by itself, is not controlling. The belief of parties only infers the relationship intended.
(15) Part of Regular Business of Agency or Principal	The language interpreter's services are an integral part of the agency's or principal's business activities. The language interpreter's activities are central to delivering the services provided by the business.	The language interpreter's services are only supportive of the business activities, purpose and are not an integral part of the agency's or principal's business activities.	This factor is given medium to great weight. The presumption is that if the language interpreter's services are an integral (regular, normal, central) part of the agency's or principal's business, then the agency or principal by business necessity needs to maintain control over the language interpreter's services.

NOTE: Authority cited: Sections 305 and 306, Unemployment Insurance Code. Reference: Section 621, Unemployment Insurance Code; and Senate Bill No. 358, Chapter 701, Sec. 2, Stats 1993.

HISTORY

1. New section filed 9–14–95; operative 10–14–95 (Register 95, No. 37).

§ 4304–10. Specific Application of Rules for Determination of Employment Status of Amateur Athletic Officials.

(a) To determine whether services are performed as an employee or independent contractor, refer to the common law rules contained in Section 4304–1 of these regulations. Section 4304–1 provides that "to determine whether one performs services for another as an employee, the most important factor is the right of the principal to control the manner and means of accomplishing a desired result." Section 4304–1 lists factors that are evidence of the existence or absence of the right of control to be considered when making an employment determination. Section 4304–10 provides standards to be used when applying the common law rules specifically to amateur athletic officials and is intended to make clearer those circumstances under which an amateur athletic official is an independent contractor or employee.

(b) Definitions:

For the purposes of this regulation, the following definitions will apply:

(1) An "amateur athletic official" is an individual who supervises an amateur sporting contest, such as an umpire, referee, judge, scorekeeper, or timekeeper.

(2) A "principal" is an individual or entity for whom or for which the amateur athletic official performs services. Amateur athletic officials generally have one or more of the following principals:

(A) The school or team sponsoring the contest.

(B) The league (or entity sponsoring the league) sponsoring the contest.

(C) The governing body of the organization sponsoring the contest.

Clients who use Fluency's Proprietary Online Interpreter Scheduling System

- Language World Services Inc., Sacramento, California
- Stanford University Hospital and Clinics, Palo Alto, CA
- ICI Communications, Lincoln, Nebraska
- Catholic Charities, Diocese of Fort Worth, TX
- Gulf Coast Jewish Family Services (GCJFS), Tampa, FL
- Tennessee Foreign Languages Institute, Memphis, TN
- Interpreters Translators International, Manchester, CT
- United Health Services, Granger, ID
- Heartland Alliance, Chicago, IL
- International Rescue Committee, Phoenix, AZ and Charlotte, NC
- OhioHealth, Columbus, OH
- Metaphrasis, Chicago, IL
- Translation Source, Houston, TX
- Community Refugee and Immigration Services, Columbus, OH
- Alameda County Coalition on Language Access in Healthcare, (ACCLAH), CA

Payflow ACH Payment Service

by

PayPal

Definition

The Payflow ACH (Automatic Clearing House) Payment Service enables you to process payments through the ACH network, allowing you to request a credit or debit from a customer's checking or savings account at a low transaction cost. You can use existing depository financial institution relationships to accept ACH payments from customers. Payflow ACH represents the professional, processing side of PayPal, whereas PayPal describes the customer interface.

For the Language Access Portal, PayFlow ACH is the engine that ensures interpreters are paid for their appointments and will be managed solely by Fluency, Inc. The most common uses of PayFlow ACH are online bill payment, mortgage and loan repayment and direct deposit of payroll. PayPal ACH payments are an efficient and cost-reducing alternative to paper checks and credit cards.

How Does ACH Work?

Payflow ACH payments are electronic payments that are created when the customer gives an originating institution, corporation, or other customer (Originator) authorization to debit directly the customer's checking or savings account for the purpose of bill payment. Customers who choose this type of payment must first authorize you to debit their bank account for the amount due. Authorization must conform to the requirements of the PayPal ACH Operating Rules and must be either written and signed or electronically displayed. Today, Payflow ACH Payment supports the following payment types: Electronic Check: TEL and WEB payments,; Check Conversion: POP, ARC, and RCK payments.

ACH Payment Flow

PayPal breaks each debit or credit payment into two parts—one with the customer/target bank account, and one with your bank account. To help manage returns, a three-business-day delay is typically used between the parts of the payment. You and PayPal agree to this period when setting up your Payflow ACH Payment account. For example, if you submit a Debit/Sale payment against a customer's bank account, PayPal submits an ACH payment to debit the customer's bank account at the first available opportunity. Three business days later, if the payment is not returned, PayPal submits a payment to credit your bank account. For a credit, conversely, PayPal debits your bank account, waits the period specified in your Payflow ACH Payment account agreement (typically three business days), and then credits the customer's bank account. If a Debit/Sale is returned during the holding period, your bank account is not credited. If the Debit/Sale is returned after the holding period, PayPal initially credits your bank account and then debits it when the return is received. For returned credits, PayPal initially debits your bank account and then credits your bank account when the return is received.

HIPAA Security Compliance Status

Figure 1 summarizes the findings of the HIPAA Academy's Evaluation Report for the Fluency e product.

Standard	Implementation Specification R =Required A =Addressable	Compliance Status and Comments
Administrative Safeguards	Administrative Safeguards refer to protecting EPHI through the proper management of risk.	
Security Management	Standard that requires covered entities to implement	

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Process	policies and procedures to prevent, detect, contain, and correct security violation.	• Fluency must conduct comprehensive risk analysis and develop policies for managing a secure environment. • Product supports capabilities to track and restrict user access
Risk Analysis (R) Conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of the entity's EPHI.		• Fluency must conduct comprehensive risk analysis and develop policies for managing a secure environment. • Fluency is evaluating compliance gaps for its product as part of this engagement
Risk Management (R) Implement security measures to reduce risks and vulnerabilities to a reasonable and appropriate level.		Fluency responsibility to implement enterprise-wide security measures to protect sensitive information and systems.
Sanction Policy (R) Apply appropriate penalties against workforce members who fail to comply with the security policies and procedures of the entity.		Fluency must develop sanction policies that are strictly enforced in the organization.

Information System Activity Review (R) Implement procedures to regularly review records of information system activity,	• Audit trails to denote what changes have been made to customer

such as audit logs, access reports, and security incident tracking reports.		record are recorded
Assigned Security Responsibility	**(R)** Standard that requires covered entities to identify the security official who is responsible for the development and implementation of the Security Rule's required policies and procedures.	• Fluency has identified who is responsible for information security policies and compliance. David Nguyen is the Security Officer.
Workforce Security	Standard that requires covered entities to implement policies and procedures to ensure that all members of the workforce have appropriate access to EPHI.	• Product has capabilities to restrict access to authorized users • Fluency must develop policy for workforce security
Authorization and/or Supervision (A) Implement procedures for the authorization and/or supervision of workforce members who work with EPHI or in locations where it might be accessed.		• Product has capabilities to restrict access to authorized users • Fluency must develop policy for access authorization
Workforce Clearance Procedure (A) Implement procedures to determine if the access of a workforce member to EPHI is appropriate		• Product has capabilities to restrict access to authorized users • Fluency must develop workforce clearance procedure for access to EPHI
Termination Procedures (A) Implement procedures for		

terminating access to EPHI when the employment of a workforce member ends.			• Product supports capability to restrict access to authorized users only • Fluency must develop termination procedure to terminate all access to EPHI when the workforce member is no longer with organization
Information Access Management	Standard that requires covered entities to implement policies and procedures for authorizing access to EPHI.		• Product has capabilities to restrict access to authorized users • Fluency must develop policies for information access management
Isolating Healthcare Clearinghouse Function (R) Implement policies and procedures that protect the clearinghouse EPHI from unauthorized access by the larger organization.			This is dependent on the type of customer and access to information by another organization
Access Authorization (A) Implement policies and procedures for granting access to EPHI.			• Product has capabilities to restrict access to authorized users • Fluency must develop policy for access authorization
Access Establishment and Modification (A) Implement policies and procedures that, based upon the entity's access authorization policies,			• Product has capabilities to restrict access to authorized users

establish, document, review, and modify a user's right of access to a workstation, transaction, program, or process.	• Fluency must develop policy for access establishment and modification

Security Awareness and Training	Standard that requires covered entities to implement a security awareness and training program for all members of its workforce (including management).	• Fluency has attended 2-day class on Certified HIPAA Professional (CHP) • Fluency is responsible for conducting HIPAA training for all members of its workforce
Security Reminders (A) Implement periodic security updates to members of the workforce.		Fluency responsibility for sending security reminders to its employees
Protection from Malicious Software (A) Implement procedures for guarding against, detecting, and reporting malicious software.		Fluency responsibility for developing comprehensive plan for protection of systems/applications from malicious software
Login Monitoring (A) Implement procedures for monitoring log-in attempts and reporting discrepancies.		• Product can monitor log-in successes and failures.
Password Management (A) Implement procedures for creating, changing, and safeguarding passwords.		• Product supports passwords and can force password changes
Security Incident		Standard that requires

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Procedures	covered entities to implement security incident procedures, which are formal documented instruction for reporting security incidents.	• Product supports audit trails to track what changes have been made to customer information and by whom

Response and Reporting (R) Adopt and implement procedures for timely reporting of incidents of security.		• Product supports audit trails to track what changes have been made to customer information and by whom • Fluency must develop comprehensive plans to manage security incidents
Contingency Plan	Standard that requires covered entities to establish policies and procedures for responding to an emergency.	• Fluency responsible for developing comprehensive plan and testing it. Server that stores application information is based at: 5115 Arnold Ave., Bldg 20 McClellan, CA 95652 916.640.2100 The alternate data center location can be located at Language World Services. The address is: 7220 Fair Oaks Blvd. Suite D Carmichael, CA 95608 916.473.0100

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Data Backup Plan (R) Establish and implement procedures to create and maintain retrievable exact copies of EPHI.	• Backup and restore functionality is supported for the product solution. Fluency responsible for backing up and restoring data based on customer policy • Backup policy was not provided. • Backups are conducted hourly. Daily backup to remote site.
Disaster Recovery Plan (R) Establish (and implement as needed) procedures to restore any loss of data.	• Fluency responsible for developing comprehensive plan and testing it
Emergency Mode Operation Plan (R) Establish (and implement as needed) procedures to enable continuation of critical business processes for protection of the security of EPHI while operating in emergency mode.	• Fluency responsible for developing comprehensive plan and testing it

Testing and Revision Procedure (A) Address implementing procedures for periodic testing and revision of contingency plans.	• Fluency responsible for developing comprehensive plan and testing it	
Application and Data Criticality Analysis (A) Assess the relative criticality of specific applications and	• Fluency responsible for	

data in support of other contingency plan components.		conducting a Business Impact Analysis (BIA)
Evaluation	**(R)** Standard that requires covered entities to perform a periodic evaluation, based initially upon the standards implemented under the Security Rule and subsequently, in response to environmental or operational changes affecting the security of EPHI.	• A formal, comprehensive review of the HIPAA Security capabilities of the product was completed by an independent third-party organization with expert experience with legislative requirements
Business Associate Contracts and Other Arrangements	**(R)** Standard that states a covered entity can permit a business associate to create, receive, maintain, or transmit EPHI on the covered entity's behalf only if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.	• Fluency must develop a Business Associate Agreement template to use with potential partners who may come into contact with EPHI. At this time, no partner organization comes into contact with Fluency EPHI.
Physical Safeguards	Physical Safeguards refer to protection of physical facilities that process or contain EPHI.	

Facility Access Controls	Standard that requires covered entities to implement policies and procedures to limit physical access to electronic information systems and the facilities in which they are housed.	Excellent physical security is employed by Fluency for access to systems and applications such as Fluency's I2S2.

Contingency Operations (A) Establish (and implement

as needed) procedures that allow facility access in support of restoration of lost data under the disaster recovery plan and emergency mode operations plan in the event of an emergency.	• Fluency responsibility for developing comprehensive plan and testing it
Facility Security Plan (A) Implement policies and procedures to safeguard the facility and equipment therein from unauthorized physical access, tampering, and theft.	Excellent physical security is employed by Fluency for access to systems and applications such as Fluency's I2S2.
Access Control and Validation Procedures (A) Implement procedures to control and validate a person's access to facilities based on their role or function, including visitor control, and control of access to software programs for testing and revision.	• Product includes capability to restrict access to information based on user identification.
Maintenance Records (A) Implement policies and procedures to document repairs and modifications to the physical components of a facility which are related to security (for example, hardware, walls, doors, and locks).	Excellent maintenance records must be used by Fluency for modifications to physical areas where systems and applications such as I2S2 are installed.

Workstation Use	**(R)** Standard that requires covered entities to specify the proper functions to be performed, the manner in which they are to be performed, and the physical attributes of the surroundings	• Must be integrated into overall policy of Fluency for systems used by its employees

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of workstations that can access EPHI.		
Workstation Security	**(R)** Standard that requires covered entities to restrict access to workstations that can access EPHI to authorized users only.	• Must be integrated into overall policy of Fluency for systems used by its employees
Device and Media Controls	Standard that requires covered entities to implement policies and procedures that govern the receipt and removal of hardware and electronic media that contain EPHI into, out of, and within facilities.	Excellent physical security must be employed by Fluency for receipt and removal of hardware related to systems and applications such as Fluency's I2S2.
Disposal (R) Implement policies and procedures to address the final disposition of EPHI, and/or the hardware or electronic media on which the PHI is stored.		Policies must be developed by Fluency for removal of EPHI related to systems and applications such as Fluency's I2S2.
Media Reuse (R) Implement procedures for removal of EPHI from electronic media before the media are made available for re-use.		Policies must be developed by Fluency for re-use of EPHI related to systems and applications such as Fluency I2S2.
Accountability (A) Maintain a record of the movements of hardware and electronic media and any person responsible therefore.		Policies must be developed by Fluency for accountability of EPHI related to systems and applications such as Fluency I2S2. Product

supports capability from an electronic perspective to track access to information. Physical controls need to be implemented by Fluency for accountability.		
Data Backup and Storage (A) Create a retrievable, exact copy of EPHI, when needed, before movement of equipment.		• Backup and restore functionality is supported by the product • Fluency responsible for backing up and restoring data based on policy

Technical Safeguards	Technical Safeguards refer to the technology for the protection of EPHI and controlling access to it.	
Access Control	Standard that requires covered entities to implement technical policies and procedures for electronic information systems that maintain EPHI to allow access only to those persons or software programs that have been granted access rights.	• Access is restricted to authorized persons only
Unique User Identification (R) Assign a unique name and/or number for identifying and tracking user identify.		• Product supports capability for unique usernames and passwords.
Emergency Access Procedure (R) Establish (and implement as needed) procedures for		• Fluency organization

obtaining necessary EPHI during an emergency.	has the capability to access EPHI in the event of an emergency.
Automatic Logoff (A) Implement electronic procedures that terminate an electronic session after a predetermined time of inactivity.	• Product supports automatic program logout after a period of inactivity

Encryption and Decryption (A) Implement a mechanism to encrypt and decrypt EPHI.		• Fluency needs to develop policy to address the encryption of EPHI stored on its systems. • EPHI is not encrypted by Fluency when it is stored on the server.
Audit Controls	**(R)** Standard that requires covered entities to implement hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use EPHI.	• Audit trails are supported by the I2S2 product.
Integrity	Standard that requires covered entities to protect EPHI from improper alteration or destruction.	• Fluency needs to develop policy to address the deployment of integrity controls, such as digital signatures, for the transmission of EPHI over the network. EPHI is encrypted in transmission, but not in storage.

Mechanism To Authenticate *EPHI (A)* *Implement electronic mechanisms to corroborate that EPHI has not been altered or destroyed in an unauthorized manner.*		*• Fluency needs to develop policy to address the deployment of integrity controls, such as digital signatures, for the transmission of EPHI over the network. EPHI is encrypted in transmission, but not in storage.*
Person or Entity Authentication	**(R)** Standard that requires covered entities to implement procedures to verify that a person or entity seeking access to EPHI is the one claimed.	• Username with password controls are supported by I2S2 product. • Fluency deletes user accounts as needed and/or inactive user accounts
Transmission Security	Standard that requires covered entities to implement technical security measures to guard against unauthorized access to EPHI that is being transmitted over a network.	• Fluency needs to develop policy to address the security of the transmission of EPHI over the network. • 128-bit encryption is supported by the I2S2 product.
Integrity Controls (A) Implement security measures to make sure that electronically transmitted EPHI is not improperly modified		• Fluency needs to develop policy to address the deployment of integrity controls, such

HIPAAShieldTM HIPAA Security Evaluation CONFIDENTIAL **Fluency's I2S2 Version 1.2.1.19** © Confidential || All Rights Reserved || HIPAA Academy || 2008. Page 18 of 26 www.ecfirst.com **Standard Implementation Specification** R =Required A =Addressable **Compliance Status and Comments**

as digital signatures, for the transmission of EPHI over the network.	
Encryption (A) Implement a mechanism to encrypt EPHI whenever deemed appropriate.	• Fluency needs to develop policy to address the encryption of EPHI over the network. • EPHI is encrypted in transmission.

Figure 1: Fluency I2S2 Version 1.2.1.19 HIPAA Security Compliance Status.

Fluency and Avant Assessment Personnel Involved with the ACLAP Pilot Project

1. **William Glasser, President, CEO, Fluency, Inc** – Lead project coordinator responsibilities included attendance of all critical subcommittee meetings, participate in overall direction and decision making tasks associated with creating the country's first Language Access Portal for pooled Face-to-Face interpreters. Assist with the overall guidance and direction of the Medical Interpreting Test on the Internet (MITI) development and roll out.

2. **David Bong, President, Avant Assessment** – Lead Avant Assessment Representative, legal, contractual issues, market development, organizational support of national MITI Test™ development and delivery

3. **Yeny Lopez, Project Lead, Fluency, Inc** – Served as principal liaison and project coordinator for Fluency and the ACLAP, provided test design, content analysis and recruitment of MITI Test Graders. Assisted with the development of operating standards and quality control systems for all ACLAP Interpreters. Served as the lead trainer and recruiter of MITI Test Pilot in the Bay Area, as well as assisted with developing policies and procedures to upload new customers, interpreters into the ACLAP system.

4. **Kyle Ennis, Project Lead MITI Test Development, Validation, Roll Out, Avant Assessment** – Lead testing analyst, developed logics, validation effort and test content creation and deployment, and coordinated general testing effort and guidance during the national MITI Test Roll-out.

5. **Kristine Valencia, Co-Project Lead, Fluency, Inc** – Provided technical and administrative support during the initial Stages Community representative, attended all early meetings, presented at first subcontractors meeting in Alameda with UC Berkeley evaluators.

6. **Molly Servais, Co-Project Lead, Fluency, Inc.** – Assisted with the development of Power Point Presentations and flyers in support of major interpreter recruitment effort.

7. **Lisa Cotter, Co-Project Lead, Fluency, Inc** – Final report generation, lead administrative and support for final wrap up of the ACLAP sub contract, responsible for national sales force, and redevelopment of Internet assets, as part of the re-branding effort of Fluency's services and products for the language management industry.

8. **Leticia Flores, Community Relations Specialist Marketing Products and Services** – Assisted with development of marketing materials, moving picture presentations, production, editing, artwork and delivery of the MITI Movie, and MITI Movie 2, the sequel – in coordination with Synergy Productions, Los Angeles. Assisted with delivery of 25 Pilot Spanish MITI tests at the City of Hope, Duarte, California – a leading national cancer treatment and research institution in Southern California, assisted with developing MITI Testing Centers, and interfaced with individual interpreters requesting testing services.

9. **Judit Marin, Oakland-Based Project Manager** – Provided in-person training of ACLAP Interpreters, in San Francisco and East Bay regions, via her continued role as a lead trainer for Merritt College healthcare interpreter training program. Assisted with MITI Pilot test set up, scheduling and delivery to East Bay bilinguals.

10. **Nhat Le, Internet Technical Support Specialist –** Provided web support, designed customer interface with public side of MITITEST.COM, along with registration forms, and provided basic customer support and graphic design services, assisted with managing web page accounts and Google search ranking reports.

11. **D. M. Nguyen, Network Specialist / Managing Software Engineer –** Lead customer interface, assisted with roll-out of cluster solution database and web server farm, along with implementation of Enterprise class firewall upgrade and HIPAA compliance issues via attendance at a 2-day HIPAA Compliance Academy in Las Vegas, NV in 2008. Provided client access log ins and overall technical support to Fluency community team and ACLAP project

12. **T. R. Tran, Lead Tech Project Lead / Senior Software Engineer –** Responsible for updating databases, ensuring network security compliance, all hardware upgrades, lead engineer for back up protocols, also responsible for all software upgrades and engineering and software creating for added, amended workflows and reporting features of the Internet Interpreting Scheduling System (I2S2™).