

INTERPRETER SERVICES PROVIDER AGREEMENT, HCA CONTRACT K8552

THIS INTERPRETER SERVICES PROVIDER AGREEMENT, HCA CONTRACT K8552 ("Agreement") is made and entered into as of the later of July 1, 2026, the date HCA Contract K8552 is fully executed, or the date signed by both Parties (the "Effective Date"), by and between Universal Language Service, Inc. ("UniversalLanguage" or "Contractor"), a Washington corporation, and _____ ("Interpreter Services Provider," "ISP," or "Qualified Interpreter").

Name of Business: _____

Business Location: _____

RECITALS

- A. UniversalLanguage is the Contractor and Coordinating Entity under Washington State Health Care Authority ("HCA") Contract K8552, Interpreter Services Coordinating Entity - Spoken Language ("HCA Contract K8552" or "K8552"), under which UniversalLanguage coordinates spoken language interpreter requests and payments for services to Apple Health Medicaid-enrolled clients and Medicaid providers.
- B. HCA Contract K8552 requires UniversalLanguage to maintain formal, written subcontracts with each Qualified Interpreter who performs work under K8552 and to include applicable subcontracting, Business Associate, data sharing, CBA, HIPAA, credentialing, background check, medical/health verification, operational, Incident Resolution Process, termination, and payment requirements.
- C. ISP represents that ISP is an independently established interpreter services business or professional and desires to accept HCA K8552 Requests through UniversalLanguage only if ISP remains eligible and qualified under K8552, the applicable Collective Bargaining Agreement, and UniversalLanguage requirements.
- D. This Agreement applies only and specifically to HCA Contract K8552 interpreter services. It does not govern non-HCA, private, commercial, court, federal, or other UniversalLanguage assignments unless the Parties enter into a separate written agreement for those services.
- E. HCA is not a party to this Agreement and has no contractual obligation to ISP. UniversalLanguage remains responsible to HCA for work performed under K8552 by ISP as a Subcontractor.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and agreements contained herein, the Parties agree as follows:

1. DEFINITIONS

"Authorized Requester or Requester" means an Apple Health enrolled provider authorized by HCA to make requests for spoken-language interpreter services under K8552.

"CBA" means the Collective Bargaining Agreement by and between the Governor of the State of Washington and WFSE, AFSCME Council 28, AFL-CIO, for Language Access Providers, as currently written, amended, extended, or replaced by a successor CBA.

"Confidential Information, Data, PHI, and ePHI" have the meanings given in HCA Contract K8552, Attachment 4, the Business Associate Subcontractor Agreement, HIPAA, and applicable law.

“HCA Interpreter Services Program” means the HCA program established to help ensure equal access to services by providing language access services to Medicaid providers for their Medicaid-enrolled clients.

“Job” means a Request that has been accepted by a Qualified Interpreter in UniversalLanguage’s web-based application and is therefore an active assignment.

“Language Access Provider or LAP” means an independent contractor who provides spoken language interpreter services within the statutory definition in RCW 41.56.030 and applicable CBA terms. For purposes of K8552, DSHS certifies, authorizes, and qualifies LAPs as required by RCW 74.04.045.

“Qualified Interpreter” means an interpreter who meets the minimum requirements to subcontract under K8552 and provide interpretation services to Medicaid enrollees. Qualified Interpreters are LAPs for all IPI Requests and all non-last-minute OPI or VRI Requests. For qualifying last-minute OPI or VRI Requests under CBA Article 6.3(A)(1)(g), if no DSHS LTC-credentialed LAP is available, UniversalLanguage may use an interpreter who otherwise meets K8552-approved medical interpreter qualification requirements, including CCHI, NBCMI, ATA interpreter certification, DSHS LTC-approved testing or certification, or another credible medical interpretation certification or testing program meeting industry standards, with preference to interpreters located in Washington, Idaho, or Oregon.

“Request” means the initial entry made by an Apple Health provider into the web-based scheduling platform to secure a Qualified Interpreter for a specific language, date, and time.

“Web-Based Application or Portal” means UniversalLanguage’s online system used to schedule, coordinate, document, and process interpreter Requests, Jobs, Work Orders, and payments under K8552.

“Work Order” means the appointment information and electronic or paper documentation used by the Provider, Qualified Interpreter, and UniversalLanguage to record and track a Request or Job.

2. HCA K8552 SCOPE AND SUBCONTRACTING REQUIREMENTS

2.1 Exclusive HCA K8552 Scope. This Agreement is exclusively for services performed by ISP for UniversalLanguage under HCA Contract K8552. ISP may accept or reject available HCA K8552 Requests, but once ISP accepts a Request, ISP agrees to perform that Job in compliance with this Agreement, K8552, the CBA, the Business Associate Subcontractor Agreement, and applicable UniversalLanguage operational requirements.

2.2 Formal Subcontract. This Agreement is intended to satisfy K8552’s requirement that UniversalLanguage develop and execute a formal, legally binding subcontract with each Qualified Interpreter before the Qualified Interpreter performs work under K8552. There are no exceptions or exemptions to the requirement that this Agreement, the BAA, and any other required K8552 onboarding or compliance documents be executed before ISP performs work under K8552.

2.3 Required Flow-Down Terms. To the extent applicable to ISP’s work under K8552, this Agreement includes and incorporates requirements relating to: BAA terms; CBA compliance; HIPAA compliance; UniversalLanguage operational and business terms and conditions; interpreter credentialing requirements; medical/health verifications; background checks; the DSHS Code of Professional Conduct; the Incident Resolution Process and termination procedures; targeted Quality Assurance Plan topics; and interpreter services payment requirements.

2.4 HCA Review and Contractor Responsibility. ISP acknowledges that HCA may review proposed subcontracts and related records under K8552. ISP further acknowledges that HCA’s review, approval,

rejection, or requested removal of a Subcontractor does not release UniversalLanguage from responsibility to HCA and does not create any contractual obligation from HCA to ISP.

2.5 HCA-Directed Removal or Restriction. If HCA determines in its sole judgment that ISP is incompetent, undesirable, ineligible, noncompliant, or otherwise not permitted to perform work under K8552, UniversalLanguage may restrict ISP's Portal access, remove or reassign Jobs, suspend ISP from HCA K8552 work, or terminate this Agreement, subject to applicable law and CBA requirements.

3. TERM

3.1 Commencement. The term of this Agreement will not begin earlier than July 1, 2026. The Agreement begins on the Effective Date stated above and applies only after K8552 is fully executed and UniversalLanguage authorizes ISP to perform work under K8552.

3.2 K8552 Term. Unless terminated sooner, this Agreement continues through June 30, 2031, or through the expiration or termination of K8552, whichever occurs first. If K8552 is extended, this Agreement may continue during the extension period unless either Party terminates it or UniversalLanguage requires an amendment to maintain compliance with K8552 or a successor contract.

3.3 No Pre-Effective Work. UniversalLanguage will not authorize, and ISP may not perform, HCA K8552 services before the Effective Date, before K8552 permits performance, or before all required onboarding, attestation, credentialing, background check, HIPAA/BAA, and other documentation requirements have been completed.

4. PORTAL ACCESS, REQUESTS, AND REFERRALS

4.1 Portal and Customer Support. UniversalLanguage will operate the Portal, call center, and related administrative systems for HCA K8552 Requests and Jobs. UniversalLanguage may make available HCA K8552 Requests for ISP to review and independently accept or reject. ISP is not obligated to accept any Request.

4.2 Requester Protocols. UniversalLanguage may provide ISP with HCA, Provider, facility, security, access, appointment, and modality protocols necessary for ISP to perform accepted Jobs. Compliance with those protocols is an eligibility and performance condition and is not direction or control over the methods and details of ISP's interpretation.

4.3 User Credentials. ISP must use only ISP's own Portal credentials, keep credentials confidential, and immediately notify UniversalLanguage of suspected unauthorized access. Shared credentials, credential lending, and access by unauthorized persons are prohibited.

4.4 Automated Scheduling Tools. ISP may not use robotic process automation, bots, scripts, credential-sharing tools, or other automated scheduling tools to accept, hold, reject, or manipulate Requests or Jobs unless expressly authorized in writing by UniversalLanguage and permitted by K8552.

4.5 Accurate Profile Information. ISP must maintain accurate and current Portal profile information, including contact information, language(s), credentials, business information, payment information, availability, modality preferences, and required documentation.

5. SERVICES, QUALIFICATIONS, AND PERFORMANCE REQUIREMENTS

5.1 Independent Professional Services. ISP will provide spoken language interpreter services independently and is solely responsible for the accuracy, completeness, professionalism, and quality of ISP's interpretation services.

5.2 Credentialing. ISP must meet and maintain all K8552 and CBA credentialing requirements for the languages and modalities ISP performs. For IPI and non-last-minute OPI or VRI Requests, ISP must be a Qualified Interpreter who is a LAP as defined in RCW 41.56.030 and must be certified, authorized, or recognized by the DSHS Language Testing and Certification Program as required by K8552. Last-minute OPI or VRI Requests are subject to K8552 and CBA Article 6.3(A)(1)(g).

5.3 Business, Licensing, and Tax Requirements. ISP represents and warrants that ISP has, and will maintain, a valid Washington UBI or tax registration number, all required business licenses, all required registrations, and all other approvals necessary to provide services under this Agreement.

5.4 Documentation. ISP must provide and keep current all documentation required by UniversalLanguage, HCA, K8552, the CBA, law, or an Authorized Requester, including credentials, certifications, background check results, DSHS Code of Professional Conduct acknowledgment, health and facility documentation, medical/health verifications, insurance information, and tax/payment documentation. ISP acknowledges that expired, missing, inaccurate, or untimely documentation may result in loss of eligibility, restricted Portal access, removed or reassigned Jobs, delayed payment, or nonpayment where permitted by the CBA and K8552.

5.5 Background Checks. Before providing interpreter services under K8552 and annually thereafter, ISP must submit to a criminal history background check conducted by UniversalLanguage or provide a qualifying recent background check as permitted by the CBA and K8552. ISP may not perform HCA K8552 services unless ISP has passed and remains current on required background checks.

5.6 Training and Attestation. Before performing HCA K8552 services, and annually thereafter, ISP must complete required onboarding, refresher training, and attestations, including training on this Agreement, UniversalLanguage operational terms, BAA terms, CBA compliance, HIPAA compliance, DSHS Code of Professional Conduct, Incident Resolution Process, termination procedures, qualification updates, work orders, Portal use, payment timelines, banking responsibilities, and other topics required by K8552 or UniversalLanguage.

5.7 Code of Professional Conduct and IRP. ISP must comply with the DSHS Code of Professional Conduct, applicable HCA policies, the Incident Resolution Process, UniversalLanguage policies and SOPs, and all Provider or facility requirements that apply to a Job.

5.8 Name Badge and On-Site Requirements. For IPI assignments, ISP must have a name badge that identifies ISP's full name, language, and UniversalLanguage's business name, and must comply with Provider and facility check-in, access, safety, and security requirements.

5.9 Feedback, Quality Assurance, and Cooperation. ISP must cooperate with UniversalLanguage's quality assurance, complaint, feedback, IRP, audit, corrective action, and investigation processes, including providing documentation and information reasonably requested by UniversalLanguage or HCA.

6. WORK ORDERS, CHECK-IN/CHECK-OUT, AND PAYMENT

6.1 CBA and K8552 Payment Terms Control. Compensation for services performed under this Agreement is exclusively governed by HCA Contract K8552, the CBA, and any successor CBA. This

includes applicable rates, units, minimums, cancellation and no-show provisions, Family Member Appointment provisions, travel reimbursement, payment timelines, payment delivery method, pay stubs, dues and voluntary deductions, and any other CBA-required payment terms. No non-HCA fee schedule applies to HCA K8552 Jobs unless expressly required by K8552 or the CBA.

6.2 No Punitive Fines or Duplicate Payment. UniversalLanguage will not impose punitive fines on ISP for alleged infractions. ISP may not be paid twice for the same time period, and UniversalLanguage may adjust payments as required by the CBA, K8552, or applicable law to prevent duplicate payment.

6.3 Work Orders and Documentation. ISP must complete, approve, dispute, upload, and submit Work Orders and supporting documentation in the form and time required by the CBA, K8552, and UniversalLanguage. ISP is responsible for the accuracy and completeness of all times, travel documentation, reimbursement requests, and other payment information submitted by ISP.

6.4 Check-In/Check-Out and Time Disputes. ISP must follow the required check-in and check-out process. If the Authorized Requester does not enter start or end times within the CBA timeframes, ISP may submit start and end times for verification, subject to the CBA process for incomplete or disputed Work Orders.

6.5 Review and Approval Deadline. ISP must review and approve Jobs within one hundred eighty (180) days from the service date. Failure to do so may result in non-payment as provided in the CBA. UniversalLanguage will provide electronic notice as required by the CBA when Jobs have not been approved within one hundred fifty (150) days from the service date.

6.6 Tax Reporting. UniversalLanguage will provide IRS Form 1099-NEC or other required tax reporting if payments to ISP meet applicable reporting thresholds. ISP is responsible for all taxes, licenses, registrations, and costs associated with ISP's business.

7. INDEPENDENT CONTRACTOR STATUS

7.1 ISP is an independent contractor and is not an employee, agent, partner, joint venturer, or representative of UniversalLanguage or HCA. ISP has no express, implied, or apparent authority to bind UniversalLanguage or HCA.

7.2 ISP is engaged in an independently established trade, occupation, profession, or business related to the services performed under this Agreement and is free from UniversalLanguage's direction or control over the methods and details of ISP's interpreting services.

7.3 Compliance with K8552, the CBA, the BAA, HIPAA, the DSHS Code of Professional Conduct, Portal requirements, facility protocols, credentialing, documentation, work order, billing, quality, IRP, and security requirements is an eligibility, contractual, and compliance condition and does not create an employment relationship or control over ISP's methods of interpretation.

7.4 ISP is responsible for all expenses of conducting ISP's business, including insurance, licenses, permits, registrations, taxes, assessments, continuing education, certifications, and equipment.

8. CONFIDENTIALITY AND PROPRIETARY INFORMATION

ISP acknowledges that ISP may receive Confidential Information and proprietary information relating to UniversalLanguage, HCA, Providers, clients, Portal operations, rates, customers, customer lists, technology, trade secrets, business processes, reports, and other nonpublic information. ISP must hold such information in strict confidence and may use it only as necessary to perform authorized HCA

K8552 Jobs or as required by law. This Section does not replace the separate HIPAA and Business Associate obligations in Section 9 and the Business Associate Subcontractor Agreement.

9. HIPAA, DATA SECURITY, AND BUSINESS ASSOCIATE SUBCONTRACTOR AGREEMENT

9.1 Business Associate Subcontractor Agreement. As a condition of performing HCA K8552 work, ISP must execute and comply with the Business Associate Subcontractor Agreement, HCA Contract K8552 ("BAA"), which is incorporated into this Agreement by reference.

9.2 PHI and Data Security. ISP must comply with HIPAA, the HIPAA Rules, HITECH, K8552 Attachment 4 Business Associate and Data Sharing Terms, applicable WaTech/OCIO security requirements, and all privacy, confidentiality, and data security obligations stated in the BAA.

9.3 Minimum Necessary. ISP may access, use, disclose, retain, or transmit only the minimum necessary PHI, Confidential Information, and Data needed to perform an authorized HCA K8552 Job, and only through UniversalLanguage-approved systems and processes unless otherwise authorized in writing.

10. MUTUAL NON-SOLICITATION

During the term of this Agreement and for one (1) year after termination or non-renewal, neither Party will knowingly solicit or hire the other Party's current employees, directly or indirectly, without the other Party's written consent. This Section does not prohibit general solicitations not targeted at the other Party's employees and does not limit any rights under the CBA.

11. TERMINATION, SUSPENSION, AND RESTRICTION

11.1 Termination on Notice. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. The Parties may jointly terminate this Agreement in writing at any time.

11.2 Immediate Suspension, Restriction, or Termination. UniversalLanguage may immediately suspend ISP's HCA K8552 work, restrict Portal access, remove or reassign Jobs, or terminate this Agreement if UniversalLanguage determines that ISP has materially breached this Agreement; failed to maintain required qualifications, credentials, background check, training, attestation, BAA, HIPAA, or documentation requirements; created a health, safety, privacy, security, or compliance risk; violated the DSHS Code of Professional Conduct or IRP; engaged in fraud, abuse, unauthorized access, or misuse of the Portal; or if HCA requires or requests removal or restriction under K8552. Any such action will be subject to applicable law and CBA requirements.

11.3 Effect of K8552 Expiration or Termination. This Agreement terminates for HCA K8552 services upon expiration or termination of K8552 unless UniversalLanguage and ISP execute an amendment or successor agreement that permits continued services under an HCA-approved successor contract.

11.4 Continuing Obligations. Termination does not relieve either Party of obligations that by their nature continue after termination, including confidentiality, HIPAA/BAA, data security, audit cooperation, payment reconciliation, tax reporting, indemnification, and return or destruction of Data.

12. INDEMNIFICATION

To the extent permitted by law, ISP shall defend, indemnify, and hold harmless UniversalLanguage and its officers, agents, representatives, and employees from claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, to the extent arising from ISP's breach of this Agreement, violation of law, negligence, gross negligence, willful misconduct, unauthorized use or disclosure of Data, or failure to discharge ISP's duties and responsibilities. This Section does not limit any rights or obligations under the CBA or applicable law.

13. GOVERNING LAW; ORDER OF PRECEDENCE

This Agreement is governed by the laws of the State of Washington. Venue for any action relating to this Agreement, except matters subject to the CBA grievance process or any HCA-required process, will be in King County, Washington. If there is any inconsistency among applicable terms, the inconsistency will be resolved, to the extent applicable to ISP's HCA K8552 services, in an order aligned with HCA Contract K8552: (1) applicable federal and Washington State statutes and regulations; (2) HCA Contract K8552 Attachment 4, Business Associate and Data Sharing Terms, including Washington OCIO Security Standard 141.10 and applicable WaTech/OCIO security requirements; (3) HCA Contract K8552 Recitals; (4) the CBA and successor CBAs; (5) K8552 Special Terms and Conditions; (6) K8552 General Terms and Conditions; (7) K8552 Attachment 3, Statement of Work; (8) HCA Interpreter Services Billing Guide and HCA Interpreter Services Contractor Guide for Spoken Language Contractors; (9) this Agreement, the BAA, and any other signed HCA K8552-related documents between the Parties; and (10) UniversalLanguage operational materials and SOPs. For any matter within the CBA's scope, including Qualified Interpreter payment terms, the CBA controls over any inconsistent lower-precedence term.

14. DISPUTE RESOLUTION

The Parties will make good-faith efforts to resolve any dispute arising under this Agreement informally. Any dispute that is subject to the CBA grievance process, HCA-required process, or a mandatory administrative process will be handled through that process. For other disputes that cannot be resolved informally, the Parties may mediate and, if mediation is unsuccessful, submit the dispute to arbitration under the rules of the American Arbitration Association unless the Parties agree in writing to another forum. Judgment on the arbitration award may be entered in any court having jurisdiction. This Section does not waive or limit any non-waivable rights under applicable law or the CBA.

15. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain valid and enforceable to the maximum extent permitted by law.

16. ENTIRE AGREEMENT; AMENDMENTS

This Agreement, the BAA, and any signed HCA K8552-related documents constitute the entire agreement between the Parties for HCA K8552 services and supersede all prior agreements, negotiations, commitments, and representations concerning HCA K8552 services. Amendments must be in writing and signed by both Parties, except UniversalLanguage may update operational policies, SOPs, training materials, Portal processes, and compliance requirements as necessary to comply with K8552, the CBA, HCA directives, or applicable law. ISP's continued acceptance of HCA K8552 Jobs after notice of such operational update constitutes acceptance of the update for future Jobs.

17. ACKNOWLEDGMENT

The undersigned acknowledges that the undersigned has read, understands, and agrees to this Agreement and has authority to bind the business or person identified below.

Interpreter Services Provider:

Universal Language Service, Inc.:

Signature

Signature

Printed Full Name

Printed Full Name

Title / Capacity

Title / Capacity

Date

Date

UBI No. / Tax ID

Tax ID

Business Address / Contact Information

Business Address / Contact Information