

1 **Policy:** **Language Assistance Program – California –**
 2 **Department of Managed Health Care**

3
 4 **Date of Implementation:** **January 1, 2009**

5
 6 **Product:** **Specialty**
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8
 9 American Specialty Health – Specialty (ASH) has developed and implemented a language
 10 assistance program (LAP) in compliance with the California Knox Keene Act Section
 11 1367.04 and CA 28 CCR 1300.67.04. The LAP addresses the standards for member
 12 assessment, providing language assistance services, staff training and compliance
 13 monitoring.

14
 15 ASH has an organizational commitment to deliver culturally and linguistically appropriate
 16 health care services. ASH partners with its contracted providers/practitioners and health
 17 plan clients to arrange or provide language assistance programs and services to members,
 18 including alternate formats, as mutually agreed upon.

19
 20 **Member Demographic Profile and Assessment of Threshold Languages**

21 **Delegated Health Plan Business**

22 When ASH is delegated by a health plan client for the provision of language assistance
 23 services, the health plan client identifies and communicates threshold languages to ASH.
 24 ASH requests the health plan include individual member language preference data on the
 25 eligibility file.

26
 27 **Provision of Language Assistance Services**

28 **Resources**

29 ASH’s key process teams, consisting of cross-functional managers, assess and monitor the
 30 California LAP including an assessment of additional resources needed to implement and
 31 monitor the program.

32
 33 ASH provides telephonic language interpretation and language translation or transcription
 34 services to members via contracted vendors as further described in the Translation and
 35 Interpretation section of this policy. ASH Information Technology (IT) resources are
 36 available as needed to support necessary enhancements to IT systems to support the LAP.

37
 38 **Points of Contact: Overview**

39 ASH key process teams, consisting of cross-functional managers, under the oversight of
 40 the Corporate Compliance Committee (CCC), are responsible for the identification of
 41 points of contact. The key process teams use their knowledge of ASH processes and
 42 procedures to determine when it would be reasonable to anticipate that a member would
 43 need language assistance. Key-process teams focus on both administrative and clinical
 44 services.

1 ASH has identified the following points of contact where members may need access to
2 language assistance:

- 3 1. ASH credentialed practitioner’s offices for appointment scheduling and the
4 provision of emergent/urgent and routine clinical services;
- 5 2. ASH Customer Service Call Center, including after-hours service for
6 administrative and clinical services;
- 7 3. ASH clinical quality evaluators, if applicable, to support emergent/urgent and
8 routine clinical services; and
- 9 4. ASH contracted provider/practitioner offices.

10
11 Contact with ASH credentialed practitioners’ offices is in person and telephonic, while
12 contact with ASH Customer Service Call Center and ASH clinical quality evaluators is
13 telephonic. Member contact with ASH contracted provider/practitioner offices may be
14 telephonic or in-person.

15
16 Telephonic interpretation services are offered at all points of contact and are free to all
17 Limited English Proficient (LEP) members, including when a member is accompanied by
18 a family member or friend that can provide interpretation services. ASH Staff must not
19 speak to members in a non-English language. ASH Staff must use the ASH approved,
20 qualified and contracted interpretation services vendor.

21
22 ASH contracted providers and their staff may speak to members in a non-English language
23 as long as they are proficient in the non-English language required to support and
24 effectively communicate with members. If a provider or their staff prefer to speak in a non-
25 English language with ASH members, a certification of proficiency must be obtained and
26 be kept on file by the provider in their office and available for audit purposes if requested
27 by ASH or a third-party auditor. If the ASH contracted provider or staff is not proficient in
28 the non-English language required to communicate with the member or if a member
29 requests interpretation services, they must be offered through the ASH approved, qualified
30 and contracted interpretation services vendor.

31
32 ASH discourages the use of non-professional individuals for interpretation services,
33 including, but not limited to, friends and family (particularly minors) as interpreters.

34
35 All verbal interpretation services are provided via telephone at the time of service, upon
36 the member’s acceptance of the offer for interpretation services, or upon request by the
37 member. Telephonic interpretation should be arranged with ASH who contracts with a
38 qualified vendor. Interpreters are made available in a timely manner and within eight (8)
39 minutes of reaching a customer service agent. Sign language services at contracted
40 provider/practitioner offices may be provided via video conference or in-person based on
41 the individual situation.

42 **Point of Contact: Credentialed Practitioners’ Office**

43 ASH retains the responsibility for providing telephonic interpretation services free of
44 charge. Practitioners are informed to contact ASH’s Customer Service Call Center via a
45

1 toll-free telephone number in the event a member needs language interpretation services.
2 ASH coordinates access to interpretation services via its contracted language interpretation
3 services vendor. Practitioners and their office staff can arrange for interpretation services
4 when scheduling appointments by contacting ASH Customer Service. This process ensures
5 interpreter services are provided at the time of appointment without causing any delay in
6 scheduling a member’s appointment. The offer of interpretation services, along with the
7 member’s acceptance or declination, are documented by the practitioner and included in
8 the member’s medical record. ASH makes available to practitioners an optional form to
9 track this information to simplify the documentation process for the practitioners.

10
11 ASH services agreements and the Operations Manual include the LAP requirements. The
12 Operations Manual includes instructions to the practitioners on the requirement to identify
13 LEP members and to offer and document the acceptance or declination of language
14 interpretation services, including encouraging members to accept interpretation services
15 even if accompanied by a family member or friend who can interpret. The Operations
16 Manual also includes instructions on how to contact ASH Customer Service Call Center
17 for assistance with interpretation services as described further below.

18
19 ASH provides oversight of its contracted practitioners to ensure compliance with all
20 cultural and linguistic requirements as applicable.

21
22 **Point of Contact: ASH Customer Service Call Center/Clinical Quality**
23 **Evaluators/Contracted Provider Office**

24 If a member, or practitioner’s office on behalf of a member, calls the ASH Customer
25 Service Call Center and the member needs assistance with communicating in their
26 preferred language, the Customer Service Agent offers interpretation services to the
27 member. The member may also contact the ASH Customer Service Call Center to request
28 interpretation services for information contained in plan produced documents. The
29 Customer Service Agent contacts ASH’s contracted language interpretation services
30 vendor and a conference call is initiated.

31
32 In the event the member is communicating with other members of ASH staff and requires
33 interpretation services, the ASH staff conferences in the Customer Service Agent who
34 conferences the language interpretation services vendor.

35
36 The Customer Service Agent documents the offer and acceptance or declination of
37 language assistance services in the ASH proprietary communication tracking system.

38
39 For Members that need assistance due to hearing impairment, ASH offers TTY/TDD
40 through the 711-relay service for Members to communicate with ASH Customer Service.
41 Contracted providers/practitioners must also provide or arrange for auxiliary aids and
42 services that are necessary to ensure equal access to services, unless an undue burden or
43 fundamental alteration would result. Auxiliary aids and services include, but are not limited
44 to, qualified sign language interpreters, computer-aided transcription services, written
45 materials, assistive listening devices, captioning, or other effective methods of making

1 aural information and communication accessible. These services are free of charge to the
2 member.

3
4 For Members that need assistance due to visual impairment, ASH offers and/or works with
5 health plan clients to provide alternate formats to effectively communicate printed
6 information to Members who are blind or have low vision or have other functional
7 impairment. Auxiliary aids include, but are not limited to, text produced in audio formats,
8 large print (20 font minimum), Braille, and accessible PDFs.

9
10 Language and communication assistance services are free of charge to the member.

11
12 **Member Notification of Availability of Language Assistance Services**

13 Members are informed of the availability of free language assistance services and how to
14 access those services through a notice included in adverse benefit determination letters
15 issued by ASH, where delegated. Adverse benefit determination letters include utilization
16 management, claims, and appeals and grievances denial letters.

17
18 The notice reads as follows:

19 ***IMPORTANT: If you are having trouble reading this document and have language***
20 ***needs other than English, we can have somebody help you. You may also be able to get***
21 ***this letter written in your preferred language. You may call 1-800-678-9133 (TTY/TDD)***
22 ***April 1 – September 30 Monday through Friday 5 a.m. to 6 p.m. Pacific Time and***
23 ***October 1 – March 31, 7 days a week 5 a.m. to 10 p.m. Pacific Time. There is no fee for***
24 ***this service. Because this document may require action by you, you are encouraged to***
25 ***call as soon as possible.***

26
27 When ASH is delegated by the health plan client to provide such documents, ASH includes
28 the notice of language assistance in English and in the health plan client’s identified
29 threshold languages. While the notice stated above is the standard notice template, the
30 actual notice language may vary at the direction of the health plan client.

31
32 In standard vital documents, when ASH is delegated by the health plan client to provide
33 such documents, ASH makes the document available in the health plan client’s identified
34 threshold languages. The document also includes a modified notice of the availability of
35 language assistance, limited to interpretation services, in English and threshold languages,
36 as applicable.

37
38 The notice of interpreter services reads as follows:

39 ***IMPORTANT: If you are having trouble reading this document and have language***
40 ***needs other than English, we can have somebody help you. You may call 1-800-678-9133***
41 ***(TTY/TDD) April 1 – September 30 Monday through Friday 5 a.m. to 6 p.m. Pacific***
42 ***Time and October 1 – March 31, 7 days a week 5 a.m. to 10 p.m. Pacific Time. There is***
43 ***no fee for this service. Because this document may require action by you, you are***
44 ***encouraged to call as soon as possible.***

1 **Standard and Non-Standard Vital Documents**

2
3 **Delegated health plan business:**

4 **Standard (Document in Health Plan-specific threshold languages)**

- 5 a. Grievance Form (when grievances are delegated by the Health Plan to ASH Plans)
- 6 b. All other standard forms are provided by the Health Plan.

7
8 **Non-Standard (Document in English w/ notice in Health Plan-specific threshold languages)**

- 9 a. Member Notification of Practitioner Termination
- 10 b. Service Denial/Modification Letter Templates
- 11 c. Member Response Form Templates
- 12 d. Delay, Extension Letters or Expert Review
- 13 e. Claims Additional Information Letter
- 14 f. Appeals and Grievances Response Letters
- 15 g. Member Claims Denial EOB or Member Claims Denial Letter

16
17 **Translated or Transcribed Written Documents**

18 Standard vital documents, where ASH is delegated, are translated or transcribed into health
19 plan threshold languages and are available upon request via the Customer Service Call
20 Center or on the public-facing website in all applicable threshold languages for each
21 delegated health plan. There is no fee for translation or transcription services.

22
23 Non-standard vital documents include the notice of the availability of language assistance
24 in English and applicable threshold languages. If translation or transcription is requested
25 in one of the delegated health plan's threshold languages, ASH coordinates through a
26 contracted qualified translation or transcription vendor to provide the written translation or
27 transcription of the document within the state/federal guidelines, which is within 21 days
28 of the request. ASH captures the date of the request and date the translated or transcribed
29 document (which includes alternate formats such as large print, braille, etc.) is sent to the
30 requestor in the ASH proprietary member communication tracking system. Reports of
31 pending translations and transcriptions are generated daily and monitored to ensure all
32 translation and transcription documents are provided to the member within the state/federal
33 guidelines of the request. ASH will communicate all new requests of translation,
34 transcription, or alternate format material for a member to the Client Services team through
35 ASH's internal LAP Translation request process. Client Services will then communicate
36 the member's information and language requests back to the health plan to ensure that the
37 health plan's records are updated accordingly.

38
39 Non-English translations or transcriptions of vital documents meet the same standards
40 required for English language versions of those documents.

41
42 As mutually agreed upon between ASH and health plan clients, ASH will send fully
43 translated or transcribed standard vital documents in the member's threshold language on
44 a routine basis based on eligibility information. ASH will send fully translated or
45 transcribed non-standard vital documents in the member's threshold language on a routine

1 basis based on eligibility unless doing so jeopardizes mailing timeframes. In this event, the
2 fully translated or transcribed document would be sent as soon as reasonably available.

3
4 **Practitioner Training and Notification of Standards for Providing Free Language**
5 **Assistance**

6 Standards and procedures for ensuring access to free language assistance is communicated
7 to practitioners through their services agreement, the Operations Manual, as well as
8 through additional outreach and education materials, such as practitioner newsletters and
9 alerts. Language assistance policies and procedures are posted on the practitioner website
10 www.ASHlink.com for reference.

11
12 ASH provides education and training to contracted practitioners on cultural and linguistic
13 requirements, language assistance services, cultural competency, and seniors and people
14 with disabilities training on an annual basis.

15
16 Since ASH is a specialty health care service plan, ASH does not contract with primary care
17 practitioners. As such, ASH members do not select a practitioner upon enrollment and ASH
18 does not issue enrollment reports to practitioners. Credentialed practitioners can obtain
19 linguistic needs information when they contact ASH to obtain member eligibility

20
21 **Availability of Grievance Information**

22 In every member notification regarding a service or claim denial, the member and
23 practitioner are informed of the member's right to file a grievance and apply for
24 independent medical review (IMR). Members and practitioners can obtain the grievance
25 form by calling a toll-free customer service line or by visiting ASH's public facing web
26 site, www.ashlink.com, where the form is posted in identified threshold languages.

27
28 Practitioners should choose the practitioner portal to link to the forms pages and members
29 should choose the member portal for California.

30
31 Practitioners receive additional information in the Operations Manual and practitioner
32 newsletters that complaint, grievance and IMR information in non-English languages is
33 available on the Department of Managed Health Care's website or available upon written
34 request to the Department.

35
36 **Translator, Transcriber and Interpreter Requirements**

37 ASH contracts with a vendor to provide all non-English translations or transcriptions of
38 vital documents and a language interpretation services vendor which offers interpretation
39 services in all threshold languages, plus well over 300 worldwide non-threshold languages.
40 The vendor contractually agrees to provide evidence of the following proficiency
41 standards:

- 42 a. Proficiency in both English and the other language;
- 43 b. A fundamental knowledge in both languages of health care terminology;
- 44 c. Concepts relevant to health care delivery systems; and
- 45 d. Education and training in ethics, conduct, and confidentiality.

1 Telephonic interpreter services are available 24 hours a day/7 days a week. The translation
 2 or transcription vendor provides evidence of compliance through translator or transcriber
 3 testing results and selection criteria, training, and oversight processes. In addition, a
 4 certificate of accuracy accompanies all written translations and transcriptions.

5 6 **Staff Training**

7 ASH provides education and training to all staff on cultural and linguistic requirements,
 8 language assistance services, cultural competency, and seniors and people with disabilities
 9 training on an annual basis.

10
11 In addition, staff that have direct contact with ASH’s members are trained to work
 12 effectively with members that have a need for language assistance services. The training
 13 includes how to work with interpreters through telephonic means. The training also
 14 includes instruction on understanding the cultural diversity of ASH’s member population
 15 and sensitivity to the cultural differences relevant to the delivery of health care
 16 interpretation services.

17
18 To comply with requirements regarding Transgender, Gender Diverse, Intersex (TGI)
 19 cultural competency training (CA SB 923), ASH requires training for staff that have direct
 20 contact with ASH’s members within the first 45 days of hire, and every two years
 21 thereafter. If a member submits a Gender Affirming Care Grievance, and the grievance is
 22 resolved in the member’s favor, any individual staff named in that grievance must complete
 23 a refresher course by retaking the TGI cultural competency training. Training must occur
 24 within 30 days of closure of the grievance.

25 26 **Compliance Monitoring**

27 ASH monitors its language assistance program and makes modifications as necessary to
 28 ensure compliance with the requirements. Quarterly reporting includes data on the
 29 following key areas:

- 30 • Staff training
- 31 • Provider communications
- 32 • Volume and languages utilized for interpretation services
- 33 • Volume, languages requested, and turnaround time for translation and transcription
34 services
- 35 • LAP-related complaints and grievances

36
37 Complaints and grievances are collected through written or telephonic submissions and
 38 tracked in ASH’s proprietary appeals and grievances information technology system.
 39 Reports are run monthly, quarterly, and annually by category to assess volume and trends
 40 in order to assess current processes. Note that the LAP is listed in such reports under a
 41 standalone category.

42
43 ASH collects information regarding languages spoken from contracted providers and their
 44 staff at credentialing and recredentialing. This information is validated on a quarterly basis.

1 In addition to quarterly reports, the LAP is monitored through ASH’s established Quality
2 Improvement Program. The Quality Improvement Workplan (QI Workplan) includes all
3 requirements of the LAP regulations. QI Workplan activity is reviewed quarterly by CCC
4 and the Quality Oversight Committee (QOC). If issues are identified upon quarterly
5 review, action items are created to implement corrective action in order to ensure
6 compliance.

7
8 An annual Quality Improvement Evaluation (QI Evaluation) is also completed to describe
9 the results of QI Workplan activity throughout the year. Each activity is analyzed with
10 special emphasis on action taken to reach goals, barriers encountered, and
11 recommendations for the following year. The annual QI Evaluation is reviewed and
12 approved by CCC and QOC.

13
14 ASH will also conduct an annual audit on all translation and interpretation vendors to
15 ensure compliance with all regulatory requirements.