

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

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

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 6 **Product:** **Specialty**  
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 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 only. Member contact with ASH contracted provider/practitioner offices may  
14 be telephonic or in-person.

15  
16 ASH contracted providers and their staff may speak to members in a non-English language  
17 as long as they are proficient in the non-English language required to support and  
18 effectively communicate with members. If a provider or their staff prefer to speak in a  
19 non-English language with ASH members, a certification of proficiency must be obtained  
20 and be kept on file by the provider in their office and available for audit purposes if  
21 requested by ASH or a third party auditor. If the ASH contracted provider or staff is not  
22 proficient in the non-English language required to communicate with the member or if a  
23 member requests interpretation services, they must be offered through the ASH approved,  
24 qualified and contracted interpretation services vendor.

25  
26 ASH discourages the use of non-professional individuals for interpretation services,  
27 including, but not limited to, friends and family (particularly minors) as interpreters.

28  
29 All verbal interpretation services are provided via telephone at the time of service, upon  
30 the member’s acceptance of the offer for interpretation services, or upon request by the  
31 member. Telephonic interpretation should be arranged with ASH who contracts with a  
32 qualified vendor. Interpreters are made available in a timely manner and within eight (8)  
33 minutes of reaching a customer service agent. Sign language services at contracted  
34 provider/practitioner offices may be provided via video conference or in-person based on  
35 the individual situation.

36  
37 **Point of Contact: Credentialed Practitioners’ Office**

38 ASH retains the responsibility for providing telephonic interpretation services free of  
39 charge. Practitioners are informed to contact ASH’s Customer Service Call Center via a  
40 toll-free telephone number in the event a member needs language interpretation services.  
41 ASH coordinates access to interpretation services via its contracted language interpretation  
42 services vendor. Practitioners and their office staff can arrange for interpretation services  
43 when scheduling appointments by contacting ASH Customer Service. This process ensures  
44 interpreter services are provided at the time of appointment without causing any delay in  
45 scheduling a member’s appointment. The offer of interpretation services, along with the

1 member's acceptance or declination, are documented by the practitioner and included in  
2 the member's medical record. ASH makes available to practitioners an optional form to  
3 track this information to simplify the documentation process for the practitioners.

4  
5 ASH services agreements and the Operations Manual include the LAP requirements. The  
6 Operations Manual includes instructions to the practitioners on the requirement to identify  
7 LEP members and to offer and document the acceptance or declination of language  
8 interpretation services, including encouraging members to accept interpretation services  
9 even if accompanied by a family member or friend who can interpret. The Operations  
10 Manual also includes instructions on how to contact ASH Customer Service Call Center  
11 for assistance with interpretation services as described further below.

12  
13 ASH provides oversight of its contracted practitioners to ensure compliance with all  
14 cultural and linguistic requirements as applicable.

15  
16 **Point of Contact: ASH Customer Service Call Center/ Clinical Quality**  
17 **Evaluators/Contracted Provider Office**

18 If a member, or practitioner's office on behalf of a member, calls the ASH Customer  
19 Service Call Center and the member needs assistance with communicating in their  
20 preferred language, the Customer Service Agent offers interpretation services to the  
21 member. The member may also contact the ASH Customer Service Call Center to request  
22 interpretation services for information contained in plan produced documents. The  
23 Customer Service Agent contacts ASH's contracted language interpretation services  
24 vendor and a conference call is initiated.

25  
26 In the event the member is communicating with other members of ASH staff and requires  
27 interpretation services, the ASH staff conferences in the Customer Service Agent who  
28 conferences the language interpretation services vendor.

29  
30 The Customer Service Agent documents the offer and acceptance or declination of  
31 language assistance services in the ASH proprietary communication tracking system.

32  
33 For Members that need assistance due to hearing impairment, ASH offers TTY/TDD and  
34 other relay services for Members to communicate with ASH Customer Service. Contracted  
35 providers/practitioners must also provide or arrange for auxiliary aids and services that are  
36 necessary to ensure equal access to services, unless an undue burden or fundamental  
37 alteration would result. Auxiliary aids and services include, but are not limited to, qualified  
38 sign language interpreters, computer-aided transcription services, written materials,  
39 assistive listening devices, captioning, or other effective methods of making aural  
40 information and communication accessible.

41  
42 For Members that need assistance due to visual impairment, ASH offers and/or works with  
43 health plan clients to provide alternate formats to effectively communicate printed  
44 information to Members who are blind or have low vision or have other functional

1 impairment. Auxiliary aids include, but are not limited to, text produced in audio formats,  
2 large print (20 font minimum), Braille, and accessible PDFs.

3  
4 Language and communication assistance services are free of charge to the member.

5  
6 **Member Notification of Availability of Language Assistance Services**

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

11  
12 The notice reads as follows:

13 ***IMPORTANT: If you are having trouble reading this document and have language***  
14 ***needs other than English, we can have somebody help you. You may also be able to get***  
15 ***this letter written in your preferred language. You may call 1-800-678-9133 (TTY/TDD***  
16 ***711) Monday through Friday 5 a.m. to 6 p.m. Pacific Time. There is no fee for this***  
17 ***service. Because this document may require action by you, you are encouraged to call as***  
18 ***soon as possible.***

19  
20 When ASH is delegated by the health plan client to provide such documents, ASH includes  
21 the notice of language assistance in English and in the health plan client’s identified  
22 threshold languages. While the notice stated above is the standard notice template, the  
23 actual notice language may vary at the direction of the health plan client.

24  
25 In standard vital documents, when ASH is delegated by the health plan client to provide  
26 such documents, ASH makes the document available in the health plan client’s identified  
27 threshold languages. The document also includes a modified notice of the availability of  
28 language assistance, limited to interpretation services, in English and threshold languages,  
29 as applicable.

30  
31 The notice of interpreter services reads as follows:

32 ***IMPORTANT: If you are having trouble reading this document and have language***  
33 ***needs other than English, we can have somebody help you. You may call 1-800-678-9133***  
34 ***(TTY/TDD 711) Monday through Friday 5 a.m. to 6 p.m. Pacific Time. There is no fee***  
35 ***for this service. Because this document may require action by you, you are encouraged***  
36 ***to call as soon as possible.***

37  
38 **Standard and Non-Standard Vital Documents**

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40 **Delegated health plan business:**

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

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

44  
45 **Non-Standard (Document in English w/ notice in Health Plan-specific threshold languages)**

- 1 a. Member Notification of Practitioner Termination
- 2 b. Service Denial/Modification Letter Templates
- 3 c. Member Response Form Templates
- 4 d. Delay, Extension Letters or Expert Review
- 5 e. Claims Additional Information Letter
- 6 f. Appeals and Grievances Response Letters
- 7 g. Member Claims Denial EOB or Member Claims Denial Letter

### 9 **Translated or Transcribed Written Documents**

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

14  
 15 Non-standard vital documents include the notice of the availability of language assistance  
 16 in English and applicable threshold languages. If translation or transcription is requested  
 17 in one of the delegated health plan's threshold languages, ASH coordinates through a  
 18 contracted qualified translation or transcription vendor to provide the written translation or  
 19 transcription of the document within 21 days. ASH captures the date of the request and  
 20 date the translated or transcribed document (which includes alternate formats such as large  
 21 print, braille, etc.) is sent to the requestor in the ASH proprietary member communication  
 22 tracking system. Reports of pending translations or transcriptions are generated daily and  
 23 monitored to ensure all translation or transcription documents are provided to the member  
 24 within 21 days of the request.

25  
 26 Non-English translations or transcriptions vital documents meet the same standards  
 27 required for English language versions of those documents.

28  
 29 As mutually agreed upon between ASH and health plan clients, ASH will send fully  
 30 translated or transcribed standard vital documents in the member's threshold language on  
 31 a routine basis based on eligibility information. ASH will send fully translated or  
 32 transcribed non-standard vital documents in the member's threshold language on a routine  
 33 basis based on eligibility unless doing so jeopardizes mailing timeframes. In this event, the  
 34 fully translated or transcribed document would be sent as soon as reasonably available.

### 35 36 **Practitioner Training and Notification of Standards for Providing Free Language** 37 **Assistance**

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

1 ASH provides education and training to contracted practitioners on cultural and linguistic  
 2 requirements, language assistance services, cultural competency, and seniors and people  
 3 with disabilities training on an annual basis.

4  
 5 Since ASH is a specialty health care service plan, ASH does not contract with primary care  
 6 practitioners. As such, ASH members do not select a practitioner upon enrollment and ASH  
 7 does not issue enrollment reports to practitioners. Credentialed practitioners can obtain  
 8 linguistic needs information when they contact ASH to obtain member eligibility  
 9 verification as available.

### 10 **Availability of Grievance Information**

11 In every member notification regarding a service or claim denial, the member and  
 12 practitioner are informed of the member’s right to file a grievance and apply for  
 13 independent medical review (IMR). Members and practitioners can obtain the grievance  
 14 form by calling a toll-free customer service line or by visiting ASH’s public facing web  
 15 site, [www.ashlink.com](http://www.ashlink.com), where the form is posted in identified threshold languages.  
 16

17  
 18 Practitioners should choose the practitioner portal to link to the forms pages and members  
 19 should choose the member portal for California.

20  
 21 Practitioners receive additional information in the Operations Manual and practitioner  
 22 newsletters that complaint, grievance and IMR information in non-English languages is  
 23 available on the Department of Managed Health Care’s website or available upon written  
 24 request to the Department.

### 25 **Translator, Transcriber and Interpreter Requirements**

26 ASH contracts with a vendor to provide all non-English translations or transcriptions of  
 27 vital documents and a language interpretation services vendor which offers interpretation  
 28 services in all threshold languages, plus well over 300 worldwide non-threshold languages.  
 29 The vendor contractually agrees to provide evidence of the following proficiency  
 30 standards:  
 31

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

36  
 37 Telephonic interpreter services are available 24 hours a day/7 days a week. The translation  
 38 or transcription vendor provides evidence of compliance through translator or transcriber  
 39 testing results and selection criteria, training, and oversight processes. In addition, a  
 40 certificate of accuracy accompanies all written translations or transcriptions.

### 41 **Staff Training**

42 ASH provides education and training to all staff on cultural and linguistic requirements,  
 43 language assistance services, cultural competency, and seniors and people with disabilities  
 44 training on an annual basis.  
 45

1 In addition, staff that have direct contact with ASH’s members are trained to work  
2 effectively with members that have a need for language assistance services. The training  
3 includes how to work with interpreters through telephonic means. The training also  
4 includes instruction on understanding the cultural diversity of ASH’s member population  
5 and sensitivity to the cultural differences relevant to the delivery of health care  
6 interpretation services.

### 7 8 **Compliance Monitoring**

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

- 12 • Staff training
- 13 • Provider communications
- 14 • Volume and languages utilized for interpretation services
- 15 • Volume, languages requested, and turnaround time for translation or transcription  
16 services
- 17 • LAP-related complaints and grievances

18  
19 Complaints and grievances are collected through written or telephonic submissions and  
20 tracked in ASH’s proprietary appeals and grievances information technology system.  
21 Reports are run monthly, quarterly, and annually by category to assess volume and trends  
22 in order to assess current processes. Note that the LAP is listed in such reports under a  
23 standalone category.

24  
25 ASH collects information regarding languages spoken from contracted providers and their  
26 staff at credentialing and recredentialing. This information is validated on a quarterly basis.

27  
28 In addition to quarterly reports, the LAP is monitored through ASH’s established Quality  
29 Improvement Program. The Quality Improvement Workplan (QI Workplan) includes all  
30 requirements of the LAP regulations. QI Workplan activity is reviewed quarterly by CCC  
31 and the Quality Oversight Committee (QOC). If issues are identified upon quarterly  
32 review, action items are created to implement corrective action in order to ensure  
33 compliance.

34  
35 An annual Quality Improvement Evaluation (QI Evaluation) is also completed to describe  
36 the results of QI Workplan activity throughout the year. Each activity is analyzed with  
37 special emphasis on action taken to reach goals, barriers encountered, and  
38 recommendations for the following year. The annual QI Evaluation is reviewed and  
39 approved by CCC and QOC.