

POLICY AND PROCEDURE

POLICY NAME: Interpretation and Written Translation Services	POLICY ID: LA.MRKT. 22 13
BUSINESS UNIT: LHCC	FUNCTIONAL AREA: Marketing
EFFECTIVE DATE: 2/12, 1/2/15	PRODUCT(S): Medicaid
REVIEWED/REVISED DATE: 9/15, 8/16, 4/17, 4/18, 2/19, 2/20, 11/20, 2/22, <u>12/22</u>	
REGULATOR MOST RECENT APPROVAL DATE(S): n/a	

POLICY STATEMENT:

The purpose of this policy is to clearly define the guidelines for the MCO member interpretation and written translation services.

PURPOSE:

The purpose of this policy is to clearly define the guidelines for the MCO member interpretation and written translation services.

SCOPE:

Louisiana Healthcare Connections (Plan or MCO)

DEFINITIONS:

POLICY:

2.13.15 Interpretation and Written Translation Services

~~42.22.1-2.13.15.1~~ In accordance with 42 CFR §438.10(d) LDH shall provide on its website the prevalent non-English languages spoken by ~~enrollees~~ Enrollees in the ~~state~~ State.

~~42.22.2-2.13.15.2~~

The ~~MCO-Contractor shall~~ must make ~~real-time oral~~ interpretation services, including real-time oral interpretation and the use of auxiliary aids such as TTY/TDD and American Sign Language (ASL), available free of charge to each ~~potential~~ Potential ~~e~~Enrollee and ~~e~~Enrollee. This applies to all non-English languages and not just those that Louisiana specifically requires (Spanish). These interpretation services shall be made available to Network Providers treating non-English speaking Enrollees at no charge. The Contractor may coordinate with the Louisiana Commission for the Deaf for American Sign Language interpretation services. The enrollee is not to be charged for interpretation services. The MCO must notify its enrollees that oral interpretation is available for any language and how to access those services. On materials where this information is provided, the notation should be written in Spanish. These interpretation services shall be made available to network providers treating non-English speaking enrollees at no charge by March 31, 2021. The MCO may coordinate with Louisiana Commission for the Deaf for American Sign Language interpretation services.

2.13.15.3 The Contractor shall notify its Enrollees that interpretation is available for any language and how to access those services. On materials where this information is provided, the notation shall be written in Spanish. Embedded videos in American Sign Language shall be made available on the MCO website with pertinent information labeled for Enrollees that are deaf, deaf-blind, or hard of hearing.

~~42.22.32.13.15.4~~ The ~~MCO-Contractor~~ shall ensure that translation services are provided for all written marketing and member materials for any language that is spoken as a primary language for four percent (4%) or more ~~E~~enrollees, or ~~p~~Potential ~~e~~Enrollees of an MCO. Within ninety (90) calendar days of notice from LDH, materials ~~must shall~~ be translated and made available. Materials ~~must shall~~ be made available at no charge in that specific language to ~~assure~~ ensure a reasonable chance for all members to understand how to access the MCO and use services appropriately as specified in 42 C.F.R. §438.10(c)-(4) and (5).

~~42.22.42.13.15.5-~~ Written materials ~~must shall~~ also be made available in alternative formats upon request of the ~~p~~Potential ~~member-Enrollee~~ or ~~member-Enrollee~~ at no cost. ~~Auxiliary aids and services must also be made available upon~~
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~~request of the potential member or member at no cost.~~ Written materials critical to obtaining services must include taglines in the prevalent non-English languages in the state, ~~as well as~~ and large print, explaining the availability of written translation or oral interpretation to understand the information provided, information on how to request auxiliary aids and services, and the toll-free and TTY/TDY telephone number of the ~~MCO's Contractor's Enrolleemember~~ customer service unit. Large print means printed in conspicuously-visible font size, ~~as defined in 45 CFR §92.8(f)(1)~~.

PROCEDURE:

1. Any report of violating the rules listed in the policy above will coordinated with:
 - a. Plan Compliance Officer
 - b. Director, Marketing/Communications
2. The report of nonconformance is investigated.
3. The investigation is documented and retained in ~~Compliance 360~~ Archer.

REFERENCES: Louisiana Medicaid Contract Statement of Work Section 2.13.15

ATTACHMENTS:

ROLES & RESPONSIBILITIES:

REGULATORY REPORTING REQUIREMENTS:

Which regulator(s) require reporting, what should be reported, when to report, and how to report/who to contact.

REVISION LOG

REVISION TYPE	REVISION SUMMARY	DATE APPROVED & PUBLISHED
	Change policy number from LA.MRKT.18 to reflect contract. Updated section and policy numbers to align with Bayou Health contract updates for behavioral health.	2015-09
	Changed DHH to LDH	8/16
	No revisions	4/17
	Revised to reflect State Medicaid Contract Amendment 11	4/18
	No revisions	2/19
	Updated numbering to match the latest Medicaid MCO contract. Changed policy number from LA.MRKT.19 to LA.MRKT.22	2/20
	No revisions	11/20
	Revised to reflect State Medicaid Contract Amendment 5 & 6	2/22
	<u>Updated numbering to match the latest Medicaid MCO contract.</u> <u>Changed policy number from LA.MRKT.22 to LA.MRKT.13</u>	<u>12/22</u>

POLICY AND PROCEDURE APPROVAL

The electronic approval retained in RSA Archer, the Company's P&P management software, is considered equivalent to a signature.

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