

CCHI Policies for Commissioners

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I. PURPOSE OF CCHI

The purpose of the Certification Commission for Healthcare Interpreters (CCHI) is to develop a single, unified national certification for healthcare interpreters and a process through which healthcare interpreters can apply for and receive such certification and to operate such certification process either directly or through licensing one or more third parties (such activities collectively, “National Healthcare Interpreter Certification”), through a process that is valid, credible, inclusive and transparent.

II. PURPOSE OF THIS DOCUMENT

The purpose of this document is to set forth a clear description of (i) who is eligible for participation as a Commissioner to the CCHI; (ii) how eligible persons will be admitted as Commissioner; and (iii) the rights and obligations associated with being a Commissioner to the CCHI.

III. FULL DISCLOSURE

Each Commission member agrees to share completely any and all of its own materials and information related to National Healthcare Interpreter Certification in order to inform and further the work of the CCHI.

Upon request, each Committee/Working Group member agrees to share completely any and all of its own materials and information related to National Healthcare Interpreter Certification in order to inform and further the work of the CCHI.

“Materials or information related to healthcare interpreting” include all materials or information that reasonably might further the development of National Healthcare Interpreter Certification, including without limitation materials related to pre-qualifications, training, certification testing, or continuing education.

IV. CONFLICT OF INTEREST

a. General Statement

In order to fulfill CCHI’s purpose through a process that is valid, credible, inclusive and transparent, CCHI procedures must balance these sometimes competing objectives: (1) inclusiveness requires that a diverse group of stakeholders in the healthcare industry participate in deliberations and decisions; and (2) credibility requires that the requisite expertise and information necessary to thoroughly evaluate standards and criteria is represented in deliberations; while (3) transparency requires that all participants are aware of their own and others’ outside interests and potential or actual biases. Therefore, full disclosure of conflicts of interest and the management and/or mitigation thereof will result in greater validity and credibility of CCHI work product by guarding against undue influence or the appearance of undue influence or conflict of interest.

The goal of this policy (the “Conflict Policy”) is to ensure that decisions which impact development of CCHI work product are made as objectively as possible, without improper bias or influence. Disclosure of Conflicts (as defined below) provides notice to the CCHI and Commissioners and Committee/Working Group participants of the interest and potential bias of the disclosing party and enables others to evaluate the disclosing party’s opinions and recommendations in light of this interest. Where an interest is determined to present a material Conflict, further actions may be

taken, such as recusal of the disclosing party from applicable votes, deliberation on items that implicate the interest, and possible discontinued participation in the CCHI.

b. Definitions

“Commissioner” means the individual or entity who has been admitted as a Commissioner for the CCHI.

“Representative” means an individual person who is designated to serve on a CCHI committee as the representative of a Commissioner or to otherwise represent such Commissioner with respect to its activities in the CCHI.

“Affiliate” means, with respect to an individual person or entity, (i) with respect to an entity, any person or entity that, directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with, such specific person or entity (where “control” means the direct or indirect power to direct, or cause the direction of, the management or affairs of a person, whether through the ownership of voting securities, by contract or otherwise); and (ii) with respect to an individual person, any family participant of such person.

“Conflict” means any interest or relationship of a Commissioner that does, may or appears to conflict with or result in a bias with respect to the subject matter under consideration by the CCHI or any committee or working group of the CCHI. It is not possible to describe every situation that is a “Conflict”. A Conflict may include, without limitation, any of the following relationships or beliefs that either a Commissioner actually has, potentially may have, or apparently has with respect to the subject matter under consideration:

- (1) The Commissioner (or any Affiliate of the Commissioner) is or may be financially impacted (either positively or negatively) by, or has a financial interest in, the decision to be made. For example, the Commissioner (or an Affiliate of the Commissioner) offers goods, services, or develops intellectual property that competes with those provided by or to be provided by the CCHI.
- (2) The Commissioner (or any Affiliate of the Commissioner) has a financial or ownership interest in a person or entity that is the subject matter of or may be impacted by such decision. For example, the Commissioner has served as a speaker, and received an honorarium for such speaking engagement(s) for an organization that advocates for a standard under consideration.
- (3) The Commissioner (or any Affiliate of the Commissioner) has any position, paid or unpaid, with a competing certification organization or its subcontractors or affiliates.
- (4) The Commissioner has a firmly held belief with respect to the subject matter under consideration that is unlikely to change regardless of the evidence or expert opinion that is presented.
- (5) Materials, practices, standards or ideas developed or presently used by the Commissioner (or an Affiliate of the Commissioner) are under consideration.
- (6) The Commissioner (or any Affiliate of the Commissioner) is involved in the creation, accreditation, approval, endorsement, or delivery of examination review courses,

preparatory materials, or training programs designed to prepare for the certification examination.

For clarity, any Conflict of a Commissioner will be imputed to any Representative of such Commissioner and vice versa. However, if a Representative of a Commissioner has an individual Conflict, the Commissioner may mitigate or remove such Conflict by removing the Representative involved from the applicable committee or working group.

c. Disclosure Requirements and Voting Procedures

A CCHI Commissioner shall disclose to the CCHI the nature of his or her Conflicts at the following times:

- (1) In writing upon the commencement of CCHI participation as a Commissioner; and
- (2) At least annually thereafter.

Representatives of CCHI Commissioners (and Commissioners who are individuals) shall disclose to the CCHI the nature of his or her Conflicts at the following times:

- (1) In writing upon appointment to any committee or working group; and
- (2) Either in writing prior to or orally at any meeting in which a vote on or discussion relevant to the Conflict is to occur.

It shall be the continuing responsibility of CCHI Commissioners to scrutinize their actions for Conflicts and to immediately make disclosures as required by this Policy.

d. Review and Mitigation

The CCHI shall establish a committee to oversee and administer the implementation and operation of this Conflict Policy (the "Conflicts Committee"). The Conflicts Committee shall initially be comprised of all CCHI Commissioners until such time as the CCHI has established a Board of Directors. From and after the time that the CCHI has established a Board of Directors, the Board of Directors shall designate the participants of the Conflicts Committee and may establish any other appropriate rules for its operations and deliberations. If the Board of Directors does not otherwise designate a Conflicts Committee, the Board of Directors shall be the Conflicts Committee.

Unless otherwise designated by the Board of Directors, the affirmative vote of a majority of the then-serving participants of the Conflicts Committee shall be sufficient to constitute a valid and binding decision or action of the Conflicts Committee; provided, however that any participant of the Conflicts Committee to whom a Conflict that is under consideration by the Conflicts Committee is imputed shall be excluded from voting on any actions or decisions with respect to that Conflict and will not be counted in determining whether a majority vote has been obtained.

Any committee or working group within the CCHI shall have the ability to consider all Conflicts that are disclosed to it and to determine by majority vote of its own participants how to best mitigate or manage the effects of any such Conflict, including determining to (i) take no action, (ii) to exclude a Commissioner from certain deliberations or votes, etc., (iii) to exclude a Commissioner entirely from all participation in such committee or working group or (iv) to recommend to the Conflicts

Committee that a Commissioner should be excluded from participation in the CCHI. Any such decision of a committee or working group shall be appealable to and reviewable by the Conflicts Committee; provided, however, that unless otherwise directed by the Conflicts Committee, such decision shall be binding unless and until overruled or suspended by the Conflicts Committee and the committee or working group shall be permitted to carry on its activities pending such review.

The Conflicts Committee shall have the power to take any action it determines is necessary and appropriate to oversee and administer this Conflicts Policy, including that it may review any and all disclosed (or undisclosed) Conflicts whether or not referred to it by any committee, working group, or Commissioner. The decision of the Conflicts Committee with respect to any Conflict shall be final and binding on the CCHI and all Commissioners.

Notwithstanding anything to the contrary above, prior to taking any action that would result in exclusion of a Commissioner from participation in the CCHI, the Conflicts Committee shall offer the Commissioner at issue an opportunity to present its position to a meeting of the Conflicts Committee (which may be in-person or via teleconference call) which meeting shall be scheduled by the Conflicts Committee on no less than fifteen days' notice.

V. CONFIDENTIALITY

a. Definition of Confidential Information

For purposes of this policy (the "Confidentiality Policy"), "Confidential Information" means, any materials or information that the CCHI (including any officer, director, employee, agent or other representative of the CCHI), any Commissioner (any such person or entity in such capacity, the "Discloser") discloses orally, in writing or in any other form to the CCHI, any Commissioner (any such person or entity in such capacity, the "Recipient") in any context or setting or for any purpose or reason that relates to the purpose or operations of the CCHI or any committee or working group of the CCHI. "Confidential Information" shall also include any and all work in progress of the CCHI or of any committee or working group thereof.

b. Confidentiality Obligations

Each Recipient shall keep confidential and not disclose to any person or entity other than those individuals (i) who are either part of the CCHI or a Commissioner's organization and (ii) who need to know such information for the purposes of considering, advising in relation to or furthering the operations and missions of the CCHI and (iii) who are aware of, and instructed to comply with, the Recipient's obligations contained in this Confidentiality Policy. Each Commissioner shall be responsible to the CCHI and each other Commissioner, and Committee/Working Group Participant for any violations of this Confidentiality Policy by any Recipients who are part of such Commissioner's organization, including such Commissioner's Representatives. Recipients shall use Confidential Information only for the purposes of considering, advising in relation to or furthering the operations and purpose of the CCHI and shall not use Confidential Information for any other purpose without the prior express written permission of the Discloser.

c. Exceptions

(1) Public Domain Information

Confidential Information shall not include information that:

- a. is publicly available or becomes generally available to the public (other than, directly or indirectly, as a result of disclosure by the Recipient contrary to the obligations of confidentiality contained herein);
- b. was already in the possession of the Recipient at the time of receiving the same from Discloser (as shown by Recipient's written records) free of any restriction as to its use or disclosure prior to its being so furnished;
- c. becomes available to the Recipient from a source other than Discloser which source is not bound by any obligation of confidentiality to Discloser in relation to such information; or
- d. is independently developed by the Recipient by personnel who have not had any access to any Confidential Information and without using or referring to the Confidential Information.

(2) Disclosures Required by Law

If the Recipient is requested or required to disclose any Confidential Information pursuant to any request of a governmental authority or self-regulatory organization, any law, rule or regulation or in any legal, administrative or regulatory proceeding or similar process, then to the extent permitted by law, the Recipient shall give Discloser (or the CCHI) prompt written notice of such request or requirement so that Discloser (or the CCHI) may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this Policy, and, to the extent permitted by law, the Recipient shall cooperate with Discloser (or the CCHI) to obtain such protective order. If such protective order or other remedy or protection is not obtained, the Recipient shall be permitted to disclose such Confidential Information, but shall use reasonable efforts to disclose and only that portion of the Confidential Information that is legally requested or required to be disclosed.

(3) Information Incorporated in CCHI Publications

Once any Confidential Information has been incorporated into work product of the CCHI or any committee thereof and such work product has been approved for publication or otherwise been made available for use by the general public, any information or materials or work product that was previously Confidential Information covered by this Policy shall, as of the date of publication, no longer be Confidential Information to the extent reasonably obvious or deductible from the face of such publication. For clarity, (a) the CCHI's right to incorporate any Confidential Information into any work product or publication is subject to the terms and limitations set forth in Section D.2 below and Article VII and (b) use by any person or entity of any CCHI work product or publication is expressly subject to CCHI's rights in such work product or publication as set forth elsewhere in the CCHI Policies, including Article VII.

d. Limited License to Use Confidential Information.

To the Commissioners and other Recipients. Disclosure of Confidential Information by any Discloser shall be deemed to convey a non-exclusive license to the Recipient (and to any person to whom the Recipient is permitted to disclose such Confidential Information under this Policy) under

such Confidential Information to allow the Recipients to use such Confidential Information for the purposes of considering, advising in relation to or furthering the operations and purpose missions of the CCHI and shall not use Confidential Information for any other purpose without the prior express written permission of the Discloser.

To the CCHI. Disclosure of Confidential Information by any Discloser shall be deemed to convey a non-exclusive license to the CCHI under such Confidential Information and any and all intellectual property rights embodied therein to use such Confidential Information for any purpose related to National Healthcare Interpreter Certification.

VI. NON-COMPETE CLAUSE

The CCHI and Commissioners and Committee/Working Group Participants of the CCHI acknowledge that broad-based national cooperation and trust among interested persons and organizations is vital in order to fulfill CCHI's purpose. In order to ensure that Participants have a common interest in the purposes of the CCHI and can feel secure that the results of their openness and cooperation with one another will inure only to the common purpose within the CCHI, it shall be a condition of participation in the CCHI and/or to service as a Representative of any Commissioner that each Commissioner and his/her Representative agree to comply and shall comply at all times with the following requirements, which agreement of any Commissioner or Representative shall survive for a period of 3 years following the time that any such Commissioner's or Representative's participation or representative relationship with the CCHI or as a Commissioner (as applicable) is terminated (or such lesser period, if any, as is permitted under applicable law).

No Participant in the CCHI or Representative of any Commissioner shall, of shall permit any Person who at the time is its Affiliate to, engage (for its own account or for the benefit of any other Person), directly or indirectly, as a principal, proprietor, partner, Board Member, officer, employee, independent contractor, broker, consultant, agent, investor, solely or jointly with others, or as a stockholder, participant or other owner in or of any Person, in any business or activity (whether or not for profit) that, in whole or in part, competes with the purpose of the CCHI in National Healthcare Interpreter Certification.

VII. CCHI INTELLECTUAL PROPERTY RIGHTS

a. Materials and Intellectual Property Shared with the CCHI by any Commissioner

Disclosure, contribution, or other sharing or making available of any ideas, materials, or information by any Commissioner as part of any activity related to the CCHI shall be deemed to convey a non-exclusive license to the CCHI under all Intellectual Property associated with such Intellectual Property Rights that are Controlled by the any Commissioner to allow the CCHI to use such Intellectual Property for any purpose National Healthcare Interpreter Certification.

If and to the extent that any Commissioner or Representative discloses, contributes, shares or otherwise makes available materials or Intellectual Property that a Commissioner or Representative does not Control (or in the case of a Representative where the Commissioner so represented does not Control the Intellectual Property), such Commissioner or Representative shall also promptly disclose such lack of Control and all relevant details relating to the Control of such Intellectual Property as may be reasonably requested by the CCHI.

For purposes of this Policy, “Intellectual Property” means all intellectual property or proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (a) common law or registered trademarks and pending trademark applications, trade dress, service marks, certification marks, logos, domain names, uniform resource locators and trade names, (b) issued patents and pending patent applications, and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like rights, inventions, invention disclosures, discoveries and improvements, whether or not patentable, (c) works of authorship, all copyrightable works and all copyrights including all applications, registrations and renewals thereof, (d) trade secrets, business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person, (e) mask works, (f) moral rights, (g) claims, causes of action or defenses relating to the enforcement of any of the foregoing, and (h) the goodwill associated with the foregoing.

For purposes of this Policy “Control” means the ability to grant a license or sublicense as provided for herein without violating the terms of any agreement or other arrangement with any third party or incurring any obligation to pay fees or royalties to a third party.

b. CCHI Owns All Intellectual Property Rights in CCHI Work Product

The CCHI shall own all Intellectual Property in and to any and all ideas, inventions, know-how, documents materials and other work products that are the result of any and all CCHI activities, including the activities of Commissioner and Representatives associated with or in furtherance of the CCHI’s operations and purposes of National Healthcare Interpreter Certification.

c. Procedures in Furtherance of CCHI Intellectual Property Policies

The chairperson of any CCHI committee or work group must call to the attention of all those present at any meeting the requirement and obligation of all participants to inform the meeting of any Intellectual Property (whether Controlled by any Commissioner or Representative or by a third party), known to any participant that might be involved in the work that they are undertaking.

Use of Intellectual Property of Commissioners and Representatives and/or third parties should be considered with great care. While there is no restriction against drafting a proposed standard (or creating any other work product) in terms that include the use of Intellectual Property if there are reasons that justify the inclusion, committees should avoid standardization that refers to a product or process on which there is a known Commissioner, Representative or third party Intellectual Property right unless and until all information relating to the scope Intellectual Property rights is known to the formulating committee.

If a committee or work group participant indicates a reasonable belief that a proposed standard or other work product may require the use of any Intellectual Property of a Participant or Representative or third party, then the committee chairperson must promptly request a written assurance from the person or entity who Controls such Intellectual Property. The written assurance must state that, in the event that the Intellectual Property is required for practice of

the standard or other work product, a non-exclusive license of the scope will be made available to the CCHI and sublicensees of the CCHI for the scope of use described in Section VII. A. above.

For the protection of CCHI and all Commissioners and Representatives, all CCHI publications and standards shall be copyrighted. As a precaution, draft proposals circulated for comment and/or vote shall display the symbol ©, followed by the year and “CCHI”. Stapled or bound documents require this designation only on the first page or title page; short documents that may be distributed unstapled shall be so labeled on every page. When final documents are ready for publication, the CCHI shall register the copyright and maintain all appropriate records. CCHI Commissioners and Representatives may reproduce any CCHI document for internal use related to their participation in CCHI activities only. The CCHI Board of Directors (or any committee designated for this purpose by the Board) shall determine whether any Intellectual Property developed in the course of CCHI activities should be trademarked or patented. Committees and work groups shall make recommendations for the consideration of the Board of Directors with respect to the handling of any such Intellectual Property. If at any time the CCHI does not have a Board of Directors, then such determinations shall be made by majority vote of all Committee Participants.

For clarity, the procedures set forth in this Section VII.C. are intended to reinforce the obligations of Commissioners and Representatives to provide non-exclusive licenses to the CCHI as described in Section VII.A. above and the failure of any CCHI committee or any Commissioner or Representative to comply with the provisions of this Section VII.C. shall not in any way negate or limit the rights automatically granted to the CCHI by operation of Section VII.A above.

VIII. VIOLATIONS

If the CCHI has reasonable cause to believe a Commissioner or Representative has failed to comply with any part of this Policy, the CCHI shall inform the applicable Commissioner and/or Representative of the basis for such belief and afford the applicable Commissioner and/or Representative an opportunity to explain the alleged noncompliance.

If, after hearing the applicable Commissioner and/or Representative’s response and making further investigation as warranted by the circumstances, the CCHI determines the participant failed to comply in any way with this Policy, the CCHI shall take appropriate disciplinary or corrective action, including without limitation exclusion from a CCHI committee or work group or exclusion from the CCHI itself.

All determinations contemplated by this Section VIII shall be made by the CCHI Board of Directors (or any committee designated for this purpose by the Board). If at any time the CCHI does not have a Board of Directors, then such determinations shall be made by majority vote of all Committee participants.

IX. COMMISSIONER AND COMMITTEE/WORKING GROUP PARTICIPATION AGREEMENT

Each Commissioner and each Representative shall, prior to participating in any activities of the CCHI shall execute a Commissioner/Representative Participation Agreement substantially in the form of Exhibit A to this Policy. Such Agreement creates a legal obligation of such Commissioner or Representative to comply with the CCHI’s Policies set forth herein and as they may be amended from time to time upon reasonable advance written notice.