

# **Procedures to Accompany St. Louis County Policy to Ensure Access to Services for People with Limited English Language Skills**

Staff will initiate an offer for language assistance to persons who have difficulty communicating in English, or when a person asks for language assistance. Whenever possible, staff is encouraged to follow a person's preferences.

The County must offer free interpretation and/or translation services to persons with LEP in a language they understand, in a way that preserves confidentiality, and in a timely manner.

To the extent possible, staff should use these language assistance services in the order set out below.

## **1. Telephone Interpreter Services**

St. Louis County has arranged to use a telephone interpreter service titled, "The Language Line". Each department is responsible for the cost incurred in utilizing this service. The State of Minnesota provides training on the use of this service.

## **2. In-Person Interpreter Services**

When requested, in-person interpreter services are to be provided at no cost to an LEP person; departments are responsible for the cost incurred in utilizing this service. Attachment Two contains a list of companies that provide local certified interpreters and their contact information, in order of preference. Staff should contact the company, not the interpreter. Attachment Three is a sample contract that outlines interpreters' responsibilities with respect to non-disclosure of information, status as an independent contractor, compliance with non-discrimination laws, and records, auditing, and retention of information.

In addition, advocacy, training, and consultation are available through Deaf and Hard of Hearing Services, a Division of the Minnesota Department of Human Services. Staff can be reached at: [\(218\) 723-4962](tel:2187234962) or [1-888-234-1322](tel:18882341322).

## **3. Using Family and/or Friends as Interpreters**

Staff are asked to accommodate an individual's wish to have family or friends serve as interpreters whenever possible. However, staff must keep in mind both confidentiality and interpreter competency and should also follow the rules set out below.

Use of family or friends could result in a breach of confidentiality or reluctance on the part of an individual to reveal personal information critical to their situations. Family and friends may not be competent to act as interpreters because they may not be proficient enough in both languages, may lack training in interpretation, may not be objective, and/or have little familiarity with specialized program terminology.

If an individual still prefers a family member or friend to interpret after St. Louis County offers free interpreter services, staff may use the family member or friend if doing so will not compromise the effectiveness of the interpretation and/or violate confidentiality. St. Louis County staff should document the offer of interpreter assistance and the fact that the offer was declined. Even if an individual elects to use a family member or friend as an interpreter, St. Louis County staff should suggest that a trained interpreter listen in on the interview to ensure accurate interpretation.

St. Louis County will consider the requirements of the Minnesota Data Practices Act when determining whether or not, or in what capacity, a family member or friend may be used to interpret.

#### **4. The Use of Minor Children as Interpreters is Prohibited**

St. Louis County staff may never use minor children as interpreters.

#### **Emergency Situations**

When programs require access to services within short time frames, St. Louis County will take all reasonable steps necessary to ensure that all persons, including persons with LEP, have access to services within appropriate time frames.

#### **Assisting Clients That Can Not Read Their Language**

St. Louis County must assist an individual with LEP who does not read his/her primary language to the same extent that staff would assist an English speaker who does not read English.

#### **Minnesota Data Practices Act**

The Minnesota Data Practices Act requires the maintenance of private data collected in the course of conducting business. Some of the information collected regarding customers or clients may be private data. This data may not be released to anyone other than the client, St. Louis County employees, the agents of St. Louis County, or others authorized by the courts or federal law, without the client's written, informed consent.

For purposes of the Data Practices Act, organizations and persons who contract to provide translation and interpretation services to St. Louis County customers or clients are considered agents of St. Louis County. They may be privy to private data and are bound by the same requirements for confidentiality as are St. Louis County employees.

## **Competency of Interpreters**

St. Louis County will utilize services that ensure the training and competency of interpreters. To be competent to provide interpreter services the interpreter must: be Certified; be proficient in both English and the target language; be able to convey information in both languages accurately; have had orientation/training that includes the skills and ethics of interpreting; have basic knowledge in both languages of specialized program terms or concepts; and be sensitive to the client's culture. Interpreters from the community will be informed of the above definition and will be asked to self-certify that they are competent interpreters.

## **Notice of Right to Language Assistance**

St. Louis County staff must inform all persons with LEP of the right to free interpreter services, that these services must be provided in a timely manner, and must be available during St. Louis County business hours.

St. Louis County will use "I Speak" cards to help persons with LEP identify their language needs for staff. St. Louis County will also display "I Speak" posters to help staff inform individuals that language interpreters are available at no cost to them.

## **Translation Plan**

St. Louis County will translate vital documents and vital information contained in its documents and materials into the non-English languages of those language groups when a significant number or percentage of the population is eligible to be served or likely to be directly affected by St. Louis County's programs, services, or information in a language other than English to communicate effectively.<sup>1</sup> The significant number that will trigger translation is 1000 individuals within an LEP language group.

## **LEP Plan Posted for Public Review**

The LEP policy will be posted for public review on the St. Louis County external web page as well as on posting boards that are located throughout the County. The LEP policy will be posted in English, however, interpreters will be made available to interpret the plan for those who do not speak English. The words "Limited English Proficiency Policy" or something to that effect, in all appropriate languages, will be posted next to the LEP plan so persons with LEP know that such a plan exists and that they can get help to read it.

## **LEP Training for St. Louis County Staff**

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St. Louis County has adopted the definition of vital document or information as it appears in the OCR Guidance. According to OCR, a document or information should be considered vital if it contains information that is critical for accessing a federal fund recipient's services or benefits or is required by law. Vital documents include, but are not limited to applications, consent forms, letters containing information regarding eligibility or participation criteria, notices pertaining to the reduction, denial, or termination of services or benefits, notices that require a response from beneficiaries, and documents that advise of free language assistance.

The Civil Service/Personnel Department is responsible for providing training on the LEP policy to St. Louis County staff on a biannual basis. This training will include information on St. Louis County's legal obligation to provide language assistance to clients with LEP and the substance of St. Louis County's LEP policy. Managers of PHHS are trained annually on use of interpreter services.

### **Monitoring of the LEP Program**

Beginning in January of every other year, starting 2001, St. Louis County will conduct an evaluation of its LEP policy and procedures to determine the overall effectiveness. The evaluation will consider the successful and unsuccessful aspects and make adjustments to the LEP policy and procedures accordingly. The evaluation will also determine whether new languages will be added for translation and whether existing languages will be dropped. St. Louis County's Affirmative Action Officer will lead the bi-annual evaluation activities with the help of a team of staff persons familiar with the LEP policy and procedures.

St. Louis County's bi-annual evaluation of its LEP plan will include the following activities:

- Assessment of the numbers of persons with LEP who have been served.
- Assessment of the current language needs of individuals with LEP to determine whether they need an interpreter and/or translated materials to communicate effectively with staff; updating files which lack information about an individual's language needs; and confirming information with individuals about their language preference at recertification.
- Determining if existing language assistance services are meeting the needs of LEP persons.
- Assessing whether staff members understand St. Louis County's LEP policies and procedures, how to carry them out and whether language assistance resources and arrangements for those resources are still current and accessible.
- Seeking feedback from LEP communities, including clients or customers and community organizations and advocacy groups working with LEP communities, about the effectiveness of St. Louis County's LEP plan.

### **Contact Information:**

Questions and complaints should be directed to the County's Affirmative Action Officer who can be reached at 218 726-2422.

## Attachment 1

### ST. LOUIS COUNTY HELPFUL HINTS FOR USING TELEPHONE INTERPRETERS

1. Tell the interpreter the purpose of your call - describe the type of information you are planning to convey.
2. Enunciate your words and try to avoid contractions, which can be easily misunderstood as the opposite of your meaning. E.g., "can't - cannot."
3. Speak in short sentences, expressing one idea at a time.
4. Speak slower than your normal speed of talking, pausing after each phrase.
5. Avoid the use of double negatives. E.g., "If you don't appear in person, you won't get your benefits." Instead, "You must come in person in order to get your benefits."
6. Speak in the first person. Avoid the "he said/she said."
7. Avoid using colloquialisms and acronyms, e.g., "MFIP," etc. If you must do so, please explain their meaning.
8. Provide brief explanations of technical terms, or terms of art, e.g., "*Spend-down* means the client must use up some of his/her monies or assets in order to be eligible for services."
9. Pause occasionally to ask the interpreter if they understand the information that you are providing, or if you need to slow down or speed up in your speech patterns. If the interpreter is confused, so is the client.
10. Ask the interpreter if, in his/her opinion, the client seems to have grasped the information that you are conveying. You may have to repeat or clarify certain information by saying it in a different way.
11. ABOVE ALL, BE PATIENT with the interpreter, the client and yourself!
12. Thank the interpreter for performing a very difficult and valuable service.

## Attachment 2

## In-Person Interpreters and Translators

1. CSD (Communication Service for the Deaf, Inc.) is the preferred interpreter service in the St. Louis County area. Information on the company can be found at <http://www.c-s-d.org>. To request Certified Interpreter services contact 651-224-6548.
2. ASL Interpreting Services maintains basically the same list of local interpreters. Information on the company can be found at <https://aslis.com>. Contact: 763-478-8963.
3. Clarity Interpreting Services LLC maintains basically the same list of local interpreters. Information on the company can be found at <http://www.clarity4all.com>  
Contact: 218-340-6526.

**Attachment 3**

**AGREEMENT FOR INTERPRETATIVE SERVICES  
BETWEEN ST. LOUIS COUNTY AND**

\_\_\_\_\_  
(Name of Interpreter)

THIS AGREEMENT is made and entered into between the **COUNTY OF ST. LOUIS**, a body corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as "County," and \_\_\_\_\_ (Name of Interpreter), hereinafter referred to as "Contractor."

**WITNESSETH:**

WHEREAS, the County wishes to purchase the services of Contractor for the purposes of facilitating communication between a client and the County; and

WHEREAS, the Contractor has the training, experience, and knowledge to provide this interpreting service; and

WHEREAS, there are funds available for the purchase of this service.

NOW, THEREFORE, the parties agree as follows:

**1. SERVICES TO BE PROVIDED**

The Contractor agrees to provide the following interpretative services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. PAYMENT**

The County will pay Contractor \$\_\_\_\_\_ for services provided pursuant to this Agreement. Contractor shall invoice County, detailing the services rendered. The County shall pay, within 30 days of receiving and approving the invoice.

**3. NON-DISCLOSURE OF INFORMATION OR DATA**

Pursuant to Minnesota Statutes Chapter 13 (Minnesota Government Data Practices Act),

Contractor agrees to maintain and protect data on individuals received, or to which the Contractor has access, according to the statutory provisions applicable to the data. No private, public, or confidential data developed, maintained, heard, or reviewed by Contractor under this Agreement may be released to the public or to anyone by the Contractor, its employees, or representatives.

It is further understood that Contractor shall not, unless otherwise authorized by County, disclose any information to the media or other third parties relating to the specific details of any documents, discussions, or meetings which may arise during the performance of services under this Agreement. All requests for data or information from third parties shall be directed to the County for response.

#### **4. INDEPENDENT CONTRACTOR**

It is specifically understood that Contractor, its employees and consultants, are and shall remain independent contractors with respect to any and all work performed under this Agreement. Nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of agents, partners, or joint venturers or associates between the Contractor, its associates, or staff, and employees of the County, for any purpose or in any manner whatsoever. Contractor acknowledges and agrees that Contractor and its employees are not entitled to receive any of the benefits received by County employees and are not eligible for workers' or unemployment compensation benefits under this Agreement. Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

#### **5. COMPLIANCE WITH NONDISCRIMINATION LAWS**

Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations pertaining to unlawful discrimination.

#### **6. RECORDS, AUDITING, AND RETENTION**

Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Agreement are subject to the examination, duplication, transcription, and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidence is also subject to review by the Comptroller General of the United States, or duly authorized representative if federal funds are used for any work under this Agreement. Contractor agrees to maintain such evidence for a period of six (6) years from the date of services or payment were last provided, or longer, if any audit in progress requires a longer retention period.

#### **7. NOTICES/COMMUNICATION**

Contractor shall contact \_\_\_\_\_ for any questions, notices, or other communication arising under this Agreement.

**8. FINAL AGREEMENT**

This agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, no herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

**CONTRACTOR NAME**\_\_\_\_\_

**COUNTY OF ST. LOUIS**

BY:\_\_\_\_\_

BY:\_\_\_\_\_

TITLE:\_\_\_\_\_

TITLE:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

APPROVED AS TO FORM & EXECUTION:

BY:\_\_\_\_\_

AMY H. KURONEN  
Assistant County Attorney

Date:\_\_\_\_\_

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