

DRAFT POLICY ON SERVING CLIENTS WITH LIMITED ENGLISH PROFICIENCY

I. General Policy

A. Policy

1. Legal Aid of Western Missouri (“LAWMO”) recognizes that many low-income individuals in its service area have limited English proficiency. LAWMO’s goal is, whenever practicable, to offer and provide the same high quality of legal service to all of its clients and potential clients, regardless of their language and communication abilities. The Program Administrator will be in charge of implementing LAWMO’s policy for assisting clients with limited English proficiency (the “LEP Policy”).

B. Assessment

1. At least once every two years, LAWMO will assemble an ad hoc committee to assess and recommend changes to LAWMO’s policy to make sure that LAWMO is accomplishing its LEP Policy goal (the “LEP Committee”). The LEP Committee will include: service providers from other not-for-profit organizations within LAWMO’s service area which regularly have a high level of contact with clients who have limited English proficiency and which have successfully implemented their own LEP policy; representatives of client groups that have limited English proficiency; and one or more LAWMO attorneys and intake personnel who have frequent contact with clients who have limited English proficiency.

II. Policy on Serving Clients with Limited English Proficiency

A. Oral Language Interpretation

1. LAWMO is committed to assuring clear, confidential, two-way communications with all of its clients and potential clients. As part of this commitment LAWMO will provide trained and competent interpreters, whenever practicable, at each stage of representation where oral communication is needed. This service will be provided at no charge to the clients. LAWMO’s preferred means of achieving this goal will be to employ case handlers and support staff who are fluent in the major languages spoken by LAWMO’s clients and potential clients.

When LAWMO staff members who are working directly with a client are not fluent in the client’s language, LAWMO will, when reasonably practicable, use an on-staff interpreter, preferably in person but, if necessary, by phone.

If no staff interpreter is available, LAWMO will use the services of a local interpreter service, which uses trained and tested interpreters. To the extent possible, the interpretation will be conducted in person but, if necessary, it may be conducted by phone. If no local interpreter service is available, LAWMO will, when practicable, use Language Line or a similar over-the-phone interpreter service.

2. Before any new staff interpreters are hired, they will be tested for competency in the languages in which they will do interpreting work. LAWMO will establish the procedure for testing interpreter competency on or before March 31, 2006 and incorporate it into this policy. All LAWMO interpreters will also successfully complete “Bridging the Gap” interpreter training or comparable interpreter training within six months of beginning their employment with LAWMO or, for interpreters who are currently on staff, within six months of the date of the adoption of this policy. The propriety of the interpretation method used by each LAWMO interpreter will be tested at least once every three years.
3. Before each interpretive session in which LAWMO uses a staff interpreter or a local interpretive service, the interpreter will sign, and read aloud in the client’s language, the Interpreter Confidentiality Agreement, which is attached hereto as Exhibit 1. LAWMO will attempt to have all contract interpreters sign similar agreements before each interpretive session, but this may not be possible with Language Line.
4. Except in extraordinary circumstances (e.g. in outreach sessions in rural areas, when there is no access to interpreters), LAWMO staff will not require clients to provide their own interpreters or rely on friends or family members for interpreting services. If a client wishes to use the services of his or her own chosen interpreter rather than one provided by LAWMO, the staff member working with the client will advise the client of his or her right to receive interpretation services free of charge. The client’s choice to use his or her own interpreter will be noted in the client’s file. Depending on the circumstances, LAWMO staff may request that the client allow an interpreter provided by LAWMO to be present during oral communications, in the event that the assistance of the interpreter is needed. As a general rule, LAWMO will not use uncertified interpreters to interpret for clients after the initial client interview.
5. In all proceedings in all courts and administrative tribunals, LAWMO will assure that all clients who have limited English proficiency have a competent interpreter to interpret the entire proceeding for the client and who will interpret in confidence all confidential communications that the client has with LAWMO staff during the proceeding.

6. When LAWMO has successfully used an interpreter for a client, LAWMO will attempt to continue to use the same interpreter throughout the representation of that client.
7. LAWMO will continue to develop a pool of volunteer interpreters and translators (the "Volunteer Pool"). Before LAWMO uses their services, all new members of the Volunteer Pool will be tested for competency in the languages in which they will do interpreting work. All members of the Volunteer Pool will also successfully complete "Bridging the Gap" interpreter training or comparable interpreter training within six months of beginning their volunteer work with LAWMO or, for volunteers who are currently working for LAWMO, within six months of the date of the adoption of this policy. The propriety of the interpretation method used by each member of the Volunteer Pool will be tested at least once every three years. Keeping in mind the volunteer's availability, LAWMO's LEP Coordinator will forward the names and contact information for all available Volunteer Pool members to all intake personnel for use.
8. Whenever an interpreter is used, the interpreter's name and a brief description of how the interpreter was used (e.g., hearing, deposition, client interview) shall be recorded in the file.

B. Translation of Written Materials

1. LAWMO will provide written translation or sight translation of vital documents (e.g., Retainer Agreement, Authorization for Release of Information, HIPAA Release, Grievance Form, Closing Letter, Court Orders, etc.), whenever practicable for all of its clients. Preferably, letters drafted in the client's language will be drafted by a casehandler who is fluent in the client's language of choice or reviewed by a supervisor who is fluent in the client's language (a support staff member may use a form letter in the client's language without supervisory review, if the form letter is commonly used and has been previously reviewed by the supervisor). When the drafting casehandler and supervisor are not fluent in the client's language, the letter will be reviewed and translated back into English either in writing or verbally by a third-party contractor, who uses trained and tested translators.
2. When there is no LAWMO staff member available to translate the document, the translation will be done by a third party contractor who uses trained and tested translators and who has the translation checked for accuracy by a second, independent translator.
3. Whenever sight translation of a document is provided for a client, the translator and document translated will be noted in the client's file.

4. LAWMO will provide written translation in Spanish of its commonly used outreach materials. LAWMO will provide written notice on or attached to all of its English language brochures, that sight translation is available by phone for the brochure (“For free translation call: [insert phone number]”). The notice will be in the Languages of the Client Communities (as defined below).
5. Before they are hired, all LAWMO translators will be tested for competency in the languages in which they will do translation work. LAWMO will establish the procedure for testing translator competency on or before March 31, 2006 and incorporate it into this policy. All LAWMO translators will be tested for competency in their translation service at least once every two years.

III. Making Clients Aware of Interpreter/Translation Services

1. The LEP Committee will determine the six most commonly spoken languages by low-income people, other than English, in the Kansas City area and the three languages most commonly spoken by low-income people, other than English, for the respective service areas of the Joplin, Warrensburg and St. Joseph offices (these languages are referred to herein as the “Languages of the Client Communities”). The LEP Committee will reassess the Languages of the Client Communities every two years. For each of the Languages of the Client Communities, LAWMO will establish, to the extent feasible, a contact with at least one organization whose members are primarily speakers of that language in the service area of each LAWMO office or with a not-for-profit service provider who provides extensive services to speakers of that language (the “Client Community Contacts”).
2. In all of its intake areas and on its website, LAWMO will post and maintain clear and readable signs in the Languages of the Client Communities (except Dinka, which is not generally used as a written language by Dinka-speaking clients and potential clients) notifying clients and potential clients that free translation and interpretation services are available to them.
3. All LAWMO intake staff will have “I speak” cards in the Languages of the Client Communities (except Dinka).
4. LAWMO will prepare a one to two page flier outlining the types of legal services that it provides and will translate this into the Languages of the Client Communities (except Dinka). LAWMO will regularly distribute this flier to Client Community Contacts and to other service providers for low-income potential clients who are likely not to speak English. This flier will be posted, in all of its translations, on LAWMO’s website.

5. LAWMO's LEP Coordinator will track all of LAWMO's efforts to make LAWMO's clients and potential clients aware of LAWMO's interpretation and translation services.
6. LAWMO will make its interpretation and translation services available to contract attorneys and, to the extent practicable, to Volunteer Attorney Project attorneys who accept LAWMO cases of clients with LEP.

IV. Intake Procedure for Non-English Speaking Applicants

1. When a caller or walk-in applicant for legal services indicates that he or she speaks a particular language other than one in which the intake personnel in the office is fluent, the intake person will call a LAWMO staff interpreter or LAWMO's third party contractor for interpreter services to determine if an interpreter for the client is available over the phone. If an interpreter can be reached immediately, the support staff supervisor will arrange coverage for the intake person, if necessary, so that the intake can be done at that time.

If an interpreter is not readily available, the intake worker will ask that the interpreter contact the intake worker as soon as conveniently possible to make arrangements for the interpretation by phone. At the arranged time, the intake worker will conduct a conference call with the applicant and the interpreter. At that time, the intake worker will process the application as a normal application, with the assistance of the interpreter. There will be flexibility with regular intake hours to accommodate the schedule of the interpreter and the applicant. For example, if the applicant has a general problem, but LAWMO is doing intake only for specific types of issues at the time, intake staff will still attempt to process the application while the applicant is in the office or on the phone.

When the application is complete, the intake worker will contact the appropriate intake paralegal who will make every effort to take the call at that time. If the intake paralegal is not available, the intake worker will contact the supervising attorney who will determine how to proceed.

If LAWMO intake personnel are unable to determine the applicant's language of choice (after using "I Speak" cards and any other readily available methods), the intake staff member will immediately contact LAWMO's third party interpreter service to attempt to determine the appropriate language to use with the applicant and to begin the application process.

V. Staff Training

1. LAWMO will circulate this policy to all staff within 10 days after its adoption. Every two years, LAWMO will circulate the revised policy to all staff after its adoption.
2. Within nine months of the adoption of this policy, LAWMO will provide cultural competency training, including training in regard to this policy and the appropriate use of interpreters and translators, to all staff who have regular interaction with LAWMO's clients or potential clients. All new staff members will receive cultural competency training within six months of the beginning of their employment with LAWMO. After their initial training, all staff members will receive refresher training in cultural competency every three years.

VI. Monitoring Service to Clients Who have Limited English Proficiency

1. LAWMO intake personnel will record each client's and potential client's language of choice on the client's intake sheet. If the client has limited English proficiency, the client's language of choice will be clearly marked on the client's file. LAWMO's case management system will track the number of clients LAWMO accepts and rejects by the client's language of choice. This information, broken down by office and team will be considered as part of LAWMO's biennial LEP Policy review.

VII. Bilingual Staff

1. LAWMO shall consider second language proficiency, in a language commonly spoken by LAWMO clients or potential clients, as a preferred quality when hiring new staff. LAWMO's employee recruiting materials will clearly state that second language proficiency will be viewed favorably in LAWMO's hiring decisions. LAWMO will send notice of all job openings to the Client Community Contacts.

VIII. Statewide Coordination of LEP Work

1. In developing this LEP Policy, LAWMO has collaborated with Legal Services of Eastern Missouri, Jewish Vocational Service, Truman Medical Center's Interpretive Services Department, Catholic Charities of Wyandotte County, the Somali Foundation, Inc., the Sudanese Foundation, the Heart of America United Way and other not-for-profit organizations within its territory to develop best practices for helping clients with limited English proficiency. LAWMO will continue to collaborate with these organizations and with the other Missouri legal services programs in the implementation and improvement of its LEP Policy.

2. LAWMO will share its LEP Policy and the documents and knowledge it develops in regard to LEP resources with the other Missouri legal services organizations, the Heart of America United Way, the Legal Services Corporation and any other not-for-profit organization that requests the information.
3. LAWMO will collaborate with the three other Missouri legal services programs to make the state legal services website accessible to individuals with limited English proficiency.
4. LAWMO will collaborate with the three other Missouri legal services programs to develop additional LEP resources that can be used by all of the Missouri legal services programs.
5. LAWMO will work with the other Missouri legal services programs to identify LEP communities across the state and identify the needs of those communities, identify outreach opportunities, and share expertise and resources to address the needs of those communities.

Exhibit 1

Interpreter's Confidentiality Agreement

[This document is to be read to the client at the start of the first interpretive session the interpreter has with the client.]

I understand that I have been retained by Legal Aid of Western Missouri to provide accurate translation of this meeting/call so that Legal Aid can represent or advise the client. I agree to provide an accurate translation for the client and for the lawyer of everything that is said in this meeting/call between the client and the lawyer. I also agree to keep everything that is said in this meeting/call confidential and not to say anything about this meeting/call to anyone after the meeting has been completed.

Check the one of the two following blanks that apply:

_____ I do not know the client or the opposing party in this matter and to the best of my knowledge, I do not know anyone who is related to or acquainted with the client or the opposing party;

_____ The following is a list of people I know who are related to or acquainted with the client or the opposing party (including the opposing party, if applicable). My knowledge and relationship with these people will in no way affect the accuracy of my translation in this matter:

<u>People related to or acquainted With the Client or the Opposing Party</u>	<u>Interpreter's Relationship to Them</u>
--	---

If, during my interpretation work, I determine that I know the client or anyone else who is involved in the matter at issue, I will immediately make that fact known to the client and the attorney.

Date: _____

[Interpreter's Signature]

[Interpreter's Printed Name]