

## INSTRUCTION LETTER



**INSTRUCTION NUMBER:** WIA 13-03 Amendment 1

**TO:** Upstate WIA Contractors (Adult, Dislocated Worker and Youth)

**SUBJECT:** Culturally and Linguistically Appropriate Services  
Limited English Proficiency (LEP) Plan

**DATE ISSUED:** November 17, 2014      **DATE EFFECTIVE:** Immediately      **DATE EXPIRES:** Indefinitely

**PURPOSE:** To issue local policy regarding expectations regarding services for the local LEP population.

### **BACKGROUND:**

Laws/Regulations – Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d

Executive Order 13166

Americans with Disabilities Act of 1990

Policy Guidance, issued by DOL 2001, "Civil Rights Center, Enforcement of Title VI of the Civil Rights Act of 1964; Policy Guidance on the Prohibition Against National Origin Discrimination as it Affects Persons With Limited English Proficiency; Notice"

#### Regulations:

Issued by DOL 1999, "Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998; Final Rule," 29 CFR Part 37

Issued by DOL 2000, "Workforce Investment Act; Final Rules," 20 CFR Part 652 et al.

### **Definitions:**

Cultural Competence: A culturally competent organization is one that: 1) truly seeks to understand the cultural and linguistic differences among staff and customer populations and recognizes that these differences can and do lead to barriers in delivery of services; 2) actively seeks to build their internal capacity to deliver services that are culturally and linguistically sensitive; and 3) understands the interplay between policy and practice and is committed to policies, procedures and programs that enhance services to diverse customers.

Limited English Proficient (LEP) or Sensory Impaired Customer: Any person who is sensory impaired and/or cannot speak, read, write or understand at a level that permits them to interact effectively with service providers.

Deaf, Hard-of-Hearing: Any person who cannot hear (deaf) or has other hearing problems.

Speech Disabled: Any person who may have a problem being understood due to speech impairment. The impairment may be a result of a stroke, throat surgery, or other conditions that make it difficult to understand a person.

Sensory Impaired: A term used to describe a hearing or visual impairment resulting in partial, profound, or complete loss of hearing or sight.

Interpretation: The oral restating in one language of what has been said in another language. Interpretation goes beyond words; it is explaining the meaning of one language, especially in speech and oral communication, into another language. Interpretation involves conveying both the literal meaning and connotations of spoken and unspoken communication (e.g. body language, mannerisms) of the customer.

Translation: The putting of words of one language into another language, particularly in written form. Translation is used when converting written information from English-language forms, information brochures and other materials into the customer's language.

Qualified Interpreter/Translator: A person who has demonstrated proficient knowledge and skills in English as well as in the language (verbal/writing and reading) of the customer. In addition, their skills should include cultural sensitivity and knowledge of the LWIA / program terminology and interpreter/translator's code of ethics.

TTY or TDD: A telecommunication device or a text telephone that assist the deaf or hard-of-hearing.

## **ACTION:**

### **Policy Statement I:**

The Upstate WIB will ensure federal guidelines, recommendations and laws governing culturally and linguistically appropriate services are implemented and monitored. Keeping the goal of effective communication and services in the forefront, we will adopt uniform and comprehensive standards that clarify provider and customer expectations and lead to a consistent and measurable level of services.



**Rules:**

1. Promote and support the behaviors, knowledge and skills necessary for staff to work effectively with customers and each other in a culturally diverse work environment.
2. Include in strategic goals, operational plans, policies, procedure statements and strategies to address culturally and linguistically appropriate services.
3. Require and arrange for on-going education and training for administrative, professional and support staff in culturally and linguistically competent service planning and delivery.
4. Use a variety of methods to collect and utilize accurate demographic and cultural, data for racial and ethnic groups in service areas, and become informed about the ethnic/cultural needs, resources, and assets of service areas/communities.
5. Bilingual preferences will be reflected within position descriptions when program customer populations warrant the need.
6. Culturally competent and linguistically appropriate questions and comments will be included in LWIA and program customer service satisfaction surveys.

**Procedures:**

1. Policies, procedures, guidelines and operational plans will be reviewed annually.
2. Customer service satisfaction surveys will be analyzed to evaluate culturally and linguistically appropriate services.

**Responsibility:**

Management and the EO Officer will ensure implementation, monitoring and evaluation.

**Policy Statement II:**

The Upstate WIB will assure access to information and services for limited English proficient (LEP) customers. The purpose of this policy is to establish the rules and procedures for providing interpreting/translating services for customers with limited English proficiency. This policy is based on the belief that clear and accurate information is essential to quality service and is consistent with civil rights, customer rights, and informed consent provisions required under federal and state statutes.

## Interpreters and Translators

### Rules:

1. All LWIA locations should have a language card available to assist in identifying the customer's language preference. Management should also be notified immediately when a need is recognized for an interpreter and/or translator.
2. A qualified and trained bilingual employee shall be used to facilitate bilingual communication. When no qualified and trained bilingual employee is available, the Local Workforce Investment Area (LWIA) must offer and secure, at no cost to the customer, a qualified interpreter or translator service.
3. The LWIA will use staff, volunteer and contract interpreters and/or translators who are qualified and trained to provide interpreter or translator services and who agree to adhere to strict confidentiality and the interpreter/translator's code of ethics agreements (Attachment I). All staff and contract interpreters must be proficient in both English and the other language and must have basic knowledge in both languages of specialized terms and concepts used frequently in the provision of the LWIA's services and procedures. All staff and contract interpreters or translators must have some orientation or training which includes the ethics and cultural aspects of interpreting/translating.
4. Staff will not use minors (under age 18) as interpreters
5. Staff **shall not** require customers to use friends or family members as interpreters or translators. In fact, the LWIA discourages the use of friend and family of customers as interpreters. A friend or adult family member may be used as an interpreter or translator only if the LEP/sensory impaired customer initiates this request, after being advised that a free interpreter or translator (non-family friend) is available; AND if the use of such a person will not compromise the effectiveness of the services or violate the confidentiality involved; AND if the customer agrees that an LWIA approved interpreter may also be required to be involved in the communications, in order to assure that the LWIA is protected from possible liabilities. An approved LWIA interpreter service must be used to secure the waiver signature of the customer before a friend or family member can serve as the interpreter. In the event a customer elects to use an adult friend or family member as their interpreter, the customer **must** sign a waiver (Attachment II) regarding the choice to not use an LWIA approved interpreter. Part of the monitoring/accountability system will be to review the usage of this option to assure it is not used routinely.
6. Acceptable options for language assistance will be determined by assessment of customer population (Attachment V).



## **Procedures:**

**Interpreters** – When services are delivered to customers, whether by LWIA employees, through contractors, or through service providers, LWIA programs shall ensure that:

1. interpreter services are provided when requested by an LEP or sensory impaired identified customer; (When an onsite interpreter is not available, LWIA contracted language assistance lines are to be used. Use of telephone interpretation should be limited to situations where there is not a bilingual staff person or contracted interpreter available to provide translation services.)
2. interpreter services are provided when requested by a contractor or service provider for an LEP or sensory impaired identified customer;
3. interpreter services are provided when they are necessary to establish or maintain a customer's eligibility for LWIA programs and services;
4. interpreter services are provided when they are necessary for the customer to access any services funded directly or indirectly by the LWIA ;
5. interpreter services are provided when they are necessary to provide access to public meetings sponsored by the LWIA or by those under contract to the LWIA;
6. established LWIA methods and procedures are used to certify, screen, and/or evaluate the interpretation proficiency of bilingual employees and interpreters serving LWIA customers, employees, and providers; and
7. qualified bilingual employees and language services contractors are aware of the LWIA 's Code of Ethics for Interpreters/Translators (Attachment I).

**Translators** (Written Communications) – In addition to spoken language interpretation, when LWIA services are delivered to identified LEP customers, whether by LWIA employees, through contractors, or through service providers, the LWIA shall:

1. provide all major written communication to the customer in the appropriate primary language at no cost and without significant delay. "Major Communication" includes forms and letters such as the following: application forms, notice of customers' rights and responsibilities, etc.;
2. ensure that written materials that are routinely provided in English to applicants, customers and the public are available in frequently encountered languages other than English;
3. when using forms or written communications with LEP and/or sensory impaired applicants/customers, reasonable efforts will be made to assist the

applicants/customers in understanding the written communication; (In some instances it may be necessary to supplement the written material. For example, for a person who is unable to read or who cannot read English, the form or other written material may need to be read or translated for the person.)

4. coordinate translation, including the review and approval process of LWIA forms, and mailings; and
5. provide consultation, technical assistance, and administrative support to LWIA staff who develop, issue and produce forms and customer mailings.

### **Communication Assistance for the Deaf, Hard-of-Hearing, and Sensory Impaired Customers**

#### **Rules:**

1. All LWIA staff will be informed of services for communicating with deaf, hard-of-hearing and speech disabled customers.
2. When customer population demographics warrant (Attachment III - Federal Guidelines for determining need by customer population), TTY or TDD devices will be obtained.
3. When using sign language, interpreters must be certified/qualified and trained in sign language interpretation.

### **Criteria and Compensation for Qualified Interpreters/Translators**

#### **Rules:**

1. Criteria for Qualified Interpreters/Translators including Sign Language:
  - a. 18 years of age;
  - b. Demonstrate expressive and receptive skills and ethics of interpreting and translating;
  - c. Provide evidence of testing levels of skills of both languages and command of the specialized terms and concepts relevant to encounters for which they will be providing interpreter and/or translator services;
  - d. Demonstrate knowledge and understanding of Interpreter/Translator Code of Responsibility (Attachment II);
  - e. Demonstrate knowledge of implications (legal and other) of inappropriate interpreter and/or translation services;



- f. Demonstrate knowledge and understanding of effective communication styles of LEP population for which they are providing interpreter or translation services; and
  - g. show evidence of being approved by the S.C. Association of the Deaf or the National Registry of Interpreters for the Deaf when providing interpretation for the deaf.
- 2. Compensation for interpreter/translator services will be granted if:
  - a. the program area/district has the need for the interpreter services; and
  - b. the translator has proof of being a qualified and trained interpreter and/or translator as outlined in Criteria for Qualified Interpreters/Translator herein.

### **Contractual Interpreter/Translation Services:**

All contractual relationships covering language interpretation and translation of written material are covered by the South Carolina Consolidated Procurement Code 11-36-10. Interpretation and translation service contracts are to be in accordance with the LWIA procurement procedures.

### **Rules:**

- 1. Contract interpreters and translators are to be used on an infrequent basis to supplement in-house capabilities.
- 2. Interpreters and translators must be qualified, trained, competent and readily available.
- 3. All contracts regardless of the source of funds or scope of work or services must abide by non-discrimination laws and regulations.

### **Policy Statement III:**

#### **Translation of written materials:**

Ensure LEP persons have meaningful access to and can understand information contained in written documents, including forms, publications, and specific program documents; ensure the qualifications of any and all persons providing and/or approving translations of any and all documents and materials.

Provide written materials including vital documents for each eligible LEP language group that constitutes 10 percent or 3,000, whichever is less, of the population of persons eligible to be served or likely to be directly affected by individual LWIA programs.

Regarding LEP language groups that do not meet the 10 percent or 3,000 threshold, but constitute 5 percent or 1,000, whichever is less, of the population of persons eligible to be served or likely to be directly affected, the LWIA ensures that, at a minimum, vital

documents are translated into the appropriate non-English languages of such LEP persons.

Translation of other documents, if needed, can be provided orally, notwithstanding paragraphs 2 and 3 above. If there are fewer than 1,000 persons in a language group eligible to be served or likely to be directly affected by an individual LWIA program, the LWIA does not translate written materials but provides written notice in the primary language of the LEP language group of the right to receive competent oral translation of written materials. (Title VI of the Civil Rights Act of 1964; Policy Guidance on the Prohibition Against National Origin Discrimination As It Affects Persons With Limited English Proficiency.)

### **Rules:**

1. We will post notices in identified primary language at key points of customer contact. These notices will inform customers of their right to receive free interpretation and/or translation services.
2. We will translate and make available commonly used documents and materials for LEP customers.

### **Procedures:**

1. Vital and essential documents (such as applications; consent forms; letters containing important information regarding participation in a program; notices pertaining to the reduction, denial or termination of services or benefits or of the right to appeal such actions or that require a response from beneficiaries; notices advising LEP persons of the availability of free language assistance; and other outreach materials) will be translated into the non-English language of each regularly encountered LEP group eligible to be served or likely to be directly affected by the LWIA 's programs.
2. Notice of rights to services for LEP customers must be displayed or made available at key points of contact.
  - a. Language identification posters which allow LEP persons to identify their language needs to staff and for staff to identify the language needs of the customer will be posted at all key entry points.
  - b. Posters, brochures, booklets, outreach information and other materials that are routinely disseminated to the public will include statements about the right to free language assistance services.
3. Educational and outreach materials will be reviewed and translated in order of priority as determined by program areas.
4. LWIA translation and interpretation procedures will be followed in each case to ensure consistency.



## **Policy Statement IV:**

### **Training**

Upstate WIB will provide staff training regarding Cultural and Linguistic Policies and use of interpreters and translators upon request. Upstate WIB may require testing and training for those staff who are hired and/or used as interpreters and/or translators.

### **Rules:**

1. Staff orientations should include information regarding cultural and linguistic services.
2. Employees who are likely to have contact with LEP persons will be provided (both during orientation and through in-service training) information regarding how to work effectively with in-person and telephone interpreters and how to understand the dynamics of interpretation between customers, providers and interpreters.
3. Employees will be provided Basic Cultural Competence training/testing within the first year of employment if there is a need to use them as an interpreter on a regular basis.
4. Staff training and testing records will be recorded and maintained.

## **Policy Statement V:**

### **Assessment**

Upstate WIB will assess the community and potential customers in planning processes and will determine which services and products need to be tailored to regional characteristics.

### **Rules:**

1. Local area assessments will consider:
  - a. assets and resources within the community;
  - b. demographic information about the community and customers, including number of LEP persons to be served;
  - c. any barriers to LWIA services;
  - d. perceived and actual needs of the community and customers; and
  - e. current resources for interpreters and translators of language assistance.
2. Statewide assessments using available technology (such as GIS) and data (census, school district, LWIA tracking systems, etc.) will be gathered centrally by SCDEW to determine local area demographics.

**Procedures:**

Local EO Officers will assist in conducting assessments to ensure accurate reflection of demographics.

**Policy Statement VI:**

**Monitoring**

The Upstate LWIA will regularly assess the LEP makeup of its customer population; monitor communication needs; and determine if staff has necessary knowledge about the policies and procedures outlined in this policy and ensure staff can access appropriate resources in a timely manner. The Upstate LWIA will obtain feedback from LEP customers about LEP services being provided and adjust service delivery accordingly.

**Rules:**

1. Service providers will properly identify the files belonging to LEP customers to ensure others are made aware that essential communication is to be translated appropriately.
2. Information will include, but not limited to:
  - Primary language of customer, if not English
  - Indication of language assistance needed (Spanish, Sign, Korean, etc.)
  - Type of language assistance provided (Face to Face, telephone, etc.)
3. LEP numbers will be tracked by program/service areas.

**Policy Statement VII:**

**Cost**

It is understood that fees associated with interpretation/translation services will be billed to the appropriate program. The cost may be shared across multiple programs.

- Employment Services (ES)
- Unemployment Insurance (UI)
- Workforce Investment Act (WIA)
- Other workforce partners as identified

**Rules:**

1. Frontline staff will notify management immediately once a need has been identified. (Management of other programs involved should also be notified timely).
2. The Interpreter Service Form (Attachment VI) will be used to track and notify program of services covered during interpretation/ translation.



3. The process for identifying which programs should cover the cost should never delay services to LEP clients.
4. The Interpreter Service Form (Attachment VI) should be attached to the invoice and supplied to the OneStop Operator or lead service provider for payment.
5. The OneStop Operator is responsible for ensuring that the invoice is paid by the appropriate program(s). Proportionate share methodology should be followed as outlined in the Resource Sharing Agreement (RSA).

### **VIII. Universal Access Policy:**

The Upstate WIB expects each contractor to make an effort to develop programs which contribute to occupational development, upward mobility, development of new careers, and opportunities for nontraditional employment. These services should be provided to substantial segments of the eligible population. Substantial segments served by WIA can include, but are not limited to the following: adults, dislocated workers, in-school youth, and out-of-school youth. In addition to the previously mentioned segments it may be necessary to provide additional services to the following special populations: limited English proficiency (LEP) individuals and the disabled (hearing, visual, cognitive, ambulatory, etc.) based on the most recent Census data for the county being served.

For the purpose of this instruction, the Upstate WIB expects services to be delivered consistently to limited English proficiency (LEP) individuals and the disabled according to the following percentages:

- LEP: when 5% or more of the general population identify as a race where English is the second language.
- Disabled: 7% of the unemployed disabled population should be offered services by the most appropriate method of communication.

Currently, the 2010 Census data contains information to support LEP Spanish outreach in Spartanburg County (5.9% of the general population identified as Hispanic or Latino). Possible services to those individuals may include, but are not limited to, the following: Spanish speaking staff on site to translate WIA information sessions, recruitment event flyers, case management, etc.

Census data referencing the disabled population is updated annually by supplemental surveying. The data displayed reflects a three-year average. Updated information is available annually, usually the last quarter of the calendar year. The data used for the purpose of this instruction is 2011-2013, herein referred to as 2013 data. Based on 2013 data, services should be provided as follows:

**Cherokee County - 505 unemployed with a disability x 7% = 35 individuals to receive service(s).**

*ACHIEVE Program - 2*

*SC Works Cherokee - 33*

**Spartanburg County – 1,765 unemployed with a disability x 7% = 124 individuals to receive service(s).**

*ACHIEVE Program - 7*

*SC Works Spartanburg - 108*

*The YouthStop - 9*

**Union County- 413 unemployed with a disability x 7% = 29 individuals to receive service(s).**

*ACHIEVE Program - 1*

*SC Works Union – 28*

Services may include, but are not limited to the following: WIA information sessions, targeted outreach for current job openings, visits to locations that serve individuals based on the categories mentioned above, etc.

It is the responsibility of the service contractor to document the services offered. The documentation will be used during local and possibly state monitoring to determine actual performance based on the above instructions.

The OneStop Services Coordinator and the Youth Services Coordinator will work with the local EO Officer annually to determine appropriate service level expectations for each contractor.

**INQUIRIES:** Should you have questions regarding this instruction letter, please contact Ms. Dana Wood at [dwood@upstatewib.org](mailto:dwood@upstatewib.org) or 864-562-4244 (TTY:711).



Ann Angermeier, Director

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**Source: Guidance from SCDEW EO Officer Quarterly Training Sessions**  
**Replaces Local Instruction Letter 03-04**

<b>Attachment I</b>	<i>Code of Ethics for Interpreters/Translators</i>
<b>Attachment II</b>	<i>Waiver of Interpreter Services</i>
<b>Attachment III</b>	<i>Federal Guidelines for Determining Need for Required LEP Assistance</i>
<b>Attachment IV</b>	<i>Communication Assistance for Deaf, Hard-of-Hearing and Speech Impaired Customers</i>
<b>Attachment V</b>	<i>Guidance for Determining Language Assistance Options</i>
<b>Attachment VI</b>	<i>Request for Interpreter Services</i>
<b>Attachment VII</b>	<i>Flowchart</i>



**Code of Ethics  
for Interpreters/Translators**

- **Proficiency**

I have met the minimum proficiency standards set by the LWIA in the languages for which I am being asked to interpret as demonstrated by passing the required examination and receiving satisfactory training evaluations.

- **Confidentiality**

I will treat all information learned during the interpretation as confidential, not divulging any information obtained through my assignments, including but not limited to information gained through interviews or access to documents and other written materials.

- **Accuracy: Conveying the Content and Spirit of What is Said**

I shall transmit the message in a thorough and faithful manner, giving consideration to linguistic variations in both languages and conveying the tone and spirit of the original message. A word-for-word interpretation may not convey the intended idea. I must determine the relevant concept and say it in language that is readily understandable and culturally appropriate to the listener. In addition, I will make every effort to assure that the client has understood questions, instructions and other information transmitted by the service provider

- **Completeness: Conveying Everything that is Said**

I shall interpret everything that is said by all people in the interaction, without omitting, adding, condensing or changing anything. If the content to be interpreted might be perceived because of cultural differences, as offensive, insensitive or otherwise harmful to the dignity and well-being of the customer, I will ***advise the professional of this before interpreting.***

- **Conveying Cultural Frameworks**

I shall explain cultural differences or practices to the provider(s) and clients when appropriate. I shall practice cultural competence and sensitivity.

- **Non-Judgmental Attitude about the Content to be Interpreted**

I understand an interpreter's function is to facilitate communication. Interpreters are not responsible for what is said by anyone for whom they are interpreting. Even if I disagree with what is said or think it is wrong, a lie or immoral, I will suspend judgment, make no comment, and interpret everything accurately.

- **Client Self-Determination**

I understand that, as the interpreter, I may be asked by the client for my opinion. If this happens, I will not influence the opinion of the clients by telling them or offering them advice as to what action to take during or after the assignment.

**•Attitude Toward Clients**

I shall strive to develop a relationship of trust and respect at all times with the client by adopting a caring, attentive, yet discreet and impartial attitude toward the client, toward his or her questions, concerns and needs.

I shall treat each client equally with dignity and respect regardless of race, color, gender, religion, nationality, age, gender, political persuasion or life-style choice. I will be sensitive and aware of dignity and respect within the context of the client's culture.

**•Acceptance of Assignments**

I understand that if my level of competency or personal sentiments make it difficult to abide by any of the above conditions, I shall decline or withdraw from the assignment.

I will disclose any real or perceived conflict of interest that could affect my objectivity. For example, an interpreter should refrain from providing services to family members or friends.

**•Compensation**

I shall not accept any fee or additional money, considerations or favors for my interpreter service from the client, patient or customer or his or her friends or relatives. I further understand that I shall not use the LWIA's time, facilities, equipment or supplies for private gain, nor will I use my position to secure privileges.

**•Self-Evaluation**

I shall represent my qualifications, certification(s), training and experience accurately and completely.

**•Ethical Violations**

I shall withdraw immediately from encounters that I perceive to be in violation of the Code of Ethics.

**•Professionalism**

I shall maintain professional behavior at all times while serving or working with clients and professionals.

**I have read the above Code of Ethics and by my signature, I agree that I can interpret according to the standards set forth.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Source: This code is a modification of the Codes of Ethics from the Hospital Interpretation Program in Seattle, WA; Boston City Hospital in Boston, MA; and the American Medical Interpreters and Translators Association (AMITAS) 1999.



**WAIVER OF INTERPRETER SERVICES**

I understand that the Upstate Workforce Investment Board (Upstate WIB) / Local Workforce Investment Area (LWIA) will provide a qualified adult interpreter to explain information to me at no charge. I am voluntarily declining the offer. Instead, I have chosen to use an adult who will interpret information on my behalf. I understand that if I refuse to use the interpreter offered by Upstate WIB / LWIA, the LWIA cannot warrant the accuracy of the information translated. Furthermore, I understand that the confidentiality of my personal information cannot be guaranteed, and I agree to hold the Upstate WIB / LWIA harmless in the event that any information is divulged by the person I have chosen to interpret for me. In the future, if I decide to void this waiver, I may request the services of an Upstate WIB qualified interpreter at any time and at no cost to me.

\_\_\_\_\_  
Customer (PRINT)

\_\_\_\_\_  
Upstate WIB / LWIA Staff Signature

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

**Federal Guidelines  
For  
Determining Need of Required LEP Assistance**

**Title VI of the Civil Rights Act of 1964; Policy Guidance on the Prohibition Against National Origin Discrimination As It Affects Persons With Limited English Proficiency**

LEP language group that constitutes 10 percent or 3,000, whichever is less, of the population of persons eligible to be served or likely to be directly affected or significantly affected by LWIA programs or activities.

Regarding LEP language groups that constitute 5 percent or 1,000, whichever is less, of the population of persons eligible to be served or likely to be directly or significantly affected by the LWIA programs or activities, the LWIA ensures that, at a minimum, vital documents are translated into the appropriate non-English languages of such LEP persons.

Translation of other documents, if needed, can be provided orally and not withstanding the paragraphs above, if there are fewer than 5 percent or 1,000 persons in a language group eligible to be served or likely to be directly or significantly affected by an individual LWIA program or activity, the LWIA does not translate written materials but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of written materials.

Persons in language groups that do not fall within these guidelines should be notified of **their right to receive oral translation of written materials** free of cost.



**Communication Assistance  
for  
Deaf, Hard-of-Hearing and Speech Impaired Customers**

The SC Office of Regulatory Staff (ORS) administers the Telecommunications Relay Service in South Carolina. This service provides a means for hearing-impaired citizens of our state to place and receive telephone calls. Relay South Carolina provides services to assist everyone in South Carolina who has speech and hearing difficulties with communication over the telephone. Offered at no charge to the public, these services were established to better meet the needs of the deaf, hard-of-hearing and speech disabled citizens. 7-1-1 is a telephone relay number that connects standard (voice) telephone users with deaf, hard-of-hearing, deaf-blind and/or speech-disabled people who use text telephones (TTYs).

- ♦ **Speech to Speech Relay Service** is available to aid those who have a problem being understood due to a speech impairment (such as may result from a stroke, throat surgery, or other condition).
- ♦ **Relay South Carolina** is available to assist the deaf and hard of hearing use TTY/TDD (Text Telephone or Telecommunications Devices for the Deaf) to communicate.

Both of these services are available to anyone in the state for business or personal use. There is **no limit** to the number of times the service can be used or to the length of time for each call. The service can assist both English and Spanish speaking persons. Should a long distance call be required to reach one of the parties, a discounted long distance rate will be charged.

**How does this service work?**

*Speech to Speech* (STS) employs trained operators who can assist in interpreting what the speech disabled person is saying and relay the information. The caller dials 711 and provides the phone number of the person whom he is calling. The operator will make the call and will remain on the line to assure the conversation is fully understood on both ends.

*Relay South Carolina* (RSC) uses trained operators who convert a voice message into typed text messages or a typed text message into a voice message. As with STS, the caller dials 711 (or 1-800-735-2905 for intrastate and 1-800-877-8973 for interstate) and provides the number of the person whom he is calling. The operator will make the call and will remain on the line to provide the literal translation.

**Guidance for Determining Language Assistance Options**

Should bilingual staff not be available to communicate directly with customers in their preferred language, face-to-face interpretation provided by trained contract or volunteer interpreters is an alternative. Telephone interpreter services should be used as a supplemental system when an interpreter is needed on short notice or when services are needed in an unusual or infrequently encountered language.

**Bilingual Staff** – Hiring bilingual staff for customer contact positions facilitates participation by LEP persons. However, where there is a wide variety of LEP language groups in a service area, this option may be insufficient to meet the needs of all LEP applicants and clients. In such cases, the LWIA must provide alternative, timely language assistance.

**Staff Interpreters** – Staff interpreters are especially appropriate where there is a frequent and/or regular need for interpreting services. These persons must be competent and readily available.

**Contract Interpreters** – Contract interpreters are an option for agencies or areas that have an infrequent need for interpreting services, have less common LEP language groups in their service areas, or need to supplement their in-house capabilities on an as-needed basis. Such contract interpreters must be readily available and proven competent.

**Community Volunteers** – Community volunteers may provide agencies with a cost-effective method for providing interpreter services. However, for community volunteers to be effective, agencies must ensure that formal arrangements for interpreting services are made with community organizations, so that these organizations are not subjected to ad hoc requests for assistance. In addition, agencies must ensure that these volunteers are competent as interpreters and understand their obligation to maintain client confidentiality.

**Telephone Interpreter Lines** - A telephone interpreter service line may be a useful option as a supplemental system or when an LWIA encounters a language that it cannot otherwise accommodate. Such a service often offers interpreting assistance in many different languages and usually can provide the service in quick response to a request. However, agencies should be aware that such services may not always have readily available interpreters who are familiar with the terminology peculiar to the particular program or service. It is important that an LWIA not offer this as the only language assistance option except where other language assistance options are unavailable (e.g., in a rural site visited by an LEP customer who speaks a language that is not usually encountered in the area). Should this option be adopted, each staff person must be trained on how to effectively communicate with an LEP client through the Language Line.



SC WORKS

## Request for Interpreter Services



Date: \_\_\_\_\_ Name: \_\_\_\_\_ Last 4 digits SSN: \_\_\_\_\_

Interpreter services needed for: Date \_\_\_\_\_ Time \_\_\_\_\_ Location \_\_\_\_\_  
 DEW management or the SC Works Center operator must be notified when an interpreter is needed/scheduled and must approve all invoices.

## Services Requested:


☐ Sign Language Interpreter

Interpreter Service: \_\_\_\_\_

☐ Spanish Language Interpreter

Interpreter Service: \_\_\_\_\_

☐ Other Language Interpreter: \_\_\_\_\_

Interpreter Service: \_\_\_\_\_

☐ I am aware an interpreter has been scheduled. Supervisor's Initials: \_\_\_\_\_

## Services Discussed:

Supervisor's Initials: \_\_\_\_\_

☐ Employment Services

Time spent with interpreter \_\_\_\_\_

☐ Unemployment Insurance

Time spent with interpreter \_\_\_\_\_

☐ WIA

Time spent with interpreter \_\_\_\_\_

☐ Other: \_\_\_\_\_

Time spent with interpreter \_\_\_\_\_

Total Time Spent: \_\_\_\_\_

☐ Approved: \_\_\_\_\_

(If shared cost, both DEW manager and/or operator signatures will be required)

Services Performed

To be completed after services are received

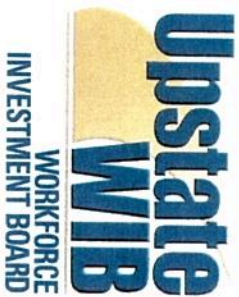
Date services completed: \_\_\_\_\_ Amount of time charged: \_\_\_\_\_

The above interpretation services were completed: ☐ Yes ☐ No If no, why: \_\_\_\_\_

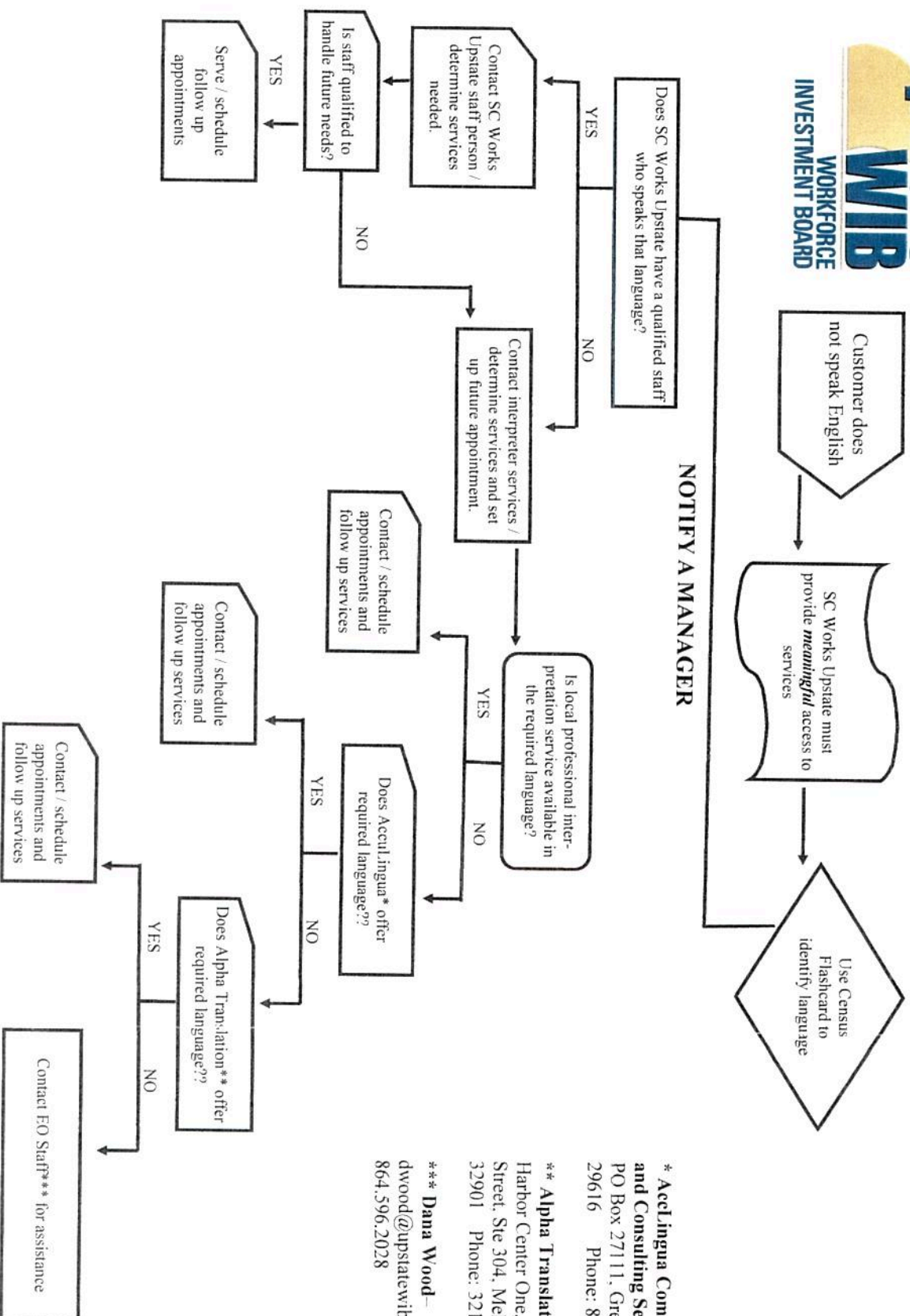
Customer's Signature: \_\_\_\_\_

Interpreter's Signature: \_\_\_\_\_

Give to the authorized manager to be forwarded for payment. This form is to be attached to the interpreter's invoice for services and forwarded to the DEW Finance Department. As agreed upon by DEW and the LWIA, it is understood that shared interpreter fees will adhere to the proportionate share methodology outlined in the Resource Share Agreement (RSA).



## Limited English Proficient (LEP) Flowchart



\* Accul.lingua Communications and Consulting Services—  
PO Box 27111, Greenville, SC  
29616 Phone: 864.616.7380

\*\* Alpha Translation Services—  
Harbor Center One, 2210 S. Front  
Street, Ste 304, Melbourne, FL  
32901 Phone: 321.727.0344

\*\*\* Dana Wood—  
dwood@upstatewib.org or  
864.596.2028