

Limited English Proficiency

Language Assistance Plan

City of Quincy



Prepared by the City of Quincy Department of Planning
and Community Development

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Attachments:

- Exhibit 1: Quincy Census Data
- Exhibit 2: Interpreter Confidentiality Agreement
- Exhibit 3: Language Identification Cards
- Exhibit 4: Optimal Phone Interpreters Corporate
Overview and Contract with City of Quincy
- Exhibit 5: U.S. Department of Justice Complaint Form

I. Introduction

The City of Quincy is strongly committed to making city services and information about those services accessible to everyone, regardless of language or cultural backgrounds. Language barriers prevent meaningful communication, thereby inhibiting the quality of service to which the City of Quincy is committed. As residents or workers, people with Limited English Proficiency (LEP) are entitled to meaningful access to any/all Federal programs the City of Quincy administers.

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency, to clarify Title VI of the Civil Rights Act of 1964: No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The City of Quincy and its departments are required by Federal law to take reasonable steps to ensure “meaningful access” to their programs and activities by LEP individuals. An LEP individual is defined as a person who has limited proficiency in English; and who cannot speak, read, write, or understand the English language at a level that permits him or her to interact efficiently with English speakers or documents.

II. Reasonable Steps & Meaningful Access

Guidelines are provided by the Department Housing and Urban Development (HUD) which follow the following four reasonable steps:

1. Number of LEP individuals eligible to be served or encountered;
2. Frequency of contact with LEP individuals;
3. Nature and importance of the program to LEP individuals; and
4. Resources available, including costs of providing LEP services.

“*Meaningful access*” means that a person:

1. Is given adequate information;
2. Can understand the services and benefits available;
3. Can receive the services for which he or she is eligible; and
4. Can communicate the relevant circumstances of his or her situation.

III. Primary Languages

According to the research done from reviewing census data, school system data for Quincy, and Modern Language Association (MLA) zip code data, the most spoken foreign languages in Quincy are ranked as follows:

1. Chinese
 - a. Cantonese
 - b. Mandarin
2. Spanish
3. Vietnamese
4. Albanian
5. Arabic
6. Portuguese

The city will focus on these seven languages for its LEP plan. The census data is attached as Exhibit “1.”

However, oral translation services will be made available to all LEP individuals *regardless of how few LEP persons may be served by the City.*

IV. Vital Documents

According to the Federal government, the following documents should be accessible to translation:

- ❑ Consent and Complaint forms;
- ❑ Intake forms with the potential for important consequences;
- ❑ Written notices of rights, denial, loss, or decreases in benefits or services and other hearings;
- ❑ Notices advising LEP persons of free language assistance;
- ❑ Applications to participate in a City program or activity or receive recipient benefits or services.

Upon request, the City of Quincy will provide written translation of vital documents in a specific language if more than fifty (50) LEP individuals speak that language. This service will be provided free of charge to LEP individuals.

V. Oral Language Service

The City of Quincy will take the following steps to ensure customer (citizens and the community) satisfaction for service for phone and in-person communication:

1. Initial notice will be provided to the limited English speakers of their right to the service of free translation. Once the language has been determined, the list of on-site volunteers will be consulted. The interpreters must first be confirmed competent by being able to communicate in and out of both languages adeptly, including specific key terminology/concepts, and must understand and adhere solely to the role of interpreter (no counseling, legal advice, or opinion). LEP individuals are not encouraged to use family members or friends as interpreters.

2. In the event that no volunteer is available, a third party service, known as Optimal Phone Interpreters (1-877-RING-OPI), will be telephoned in a 3-way conference call.

The City of Quincy will take the following steps to ensure customer (citizens and the community) satisfaction for in-person communication service:

1. Meetings or conferences with LEP clients scheduled in advanced (via telecommunication) allows the City of Quincy to arrange for an interpreter from the in-house volunteer list. On-site interpreters are required to sign a Confidentiality Agreement. The document is attached as Exhibit “2.”

2. If an on-site interpreter is not present, then the steps for providing service through telecommunication will be followed by using a third party service: Optimal Phone Interpreters (1-877-RING-OPI) will be telephoned in a 3-way conference call.

3. In instances where a LEP individual walks in and needs service, the City of Quincy will use language identification cards which allow individuals seeking services to identify their language needs to the staff efficiently. The document is attached as Exhibit “3.” Then, either an on-site volunteer or third party service will be contacted for translation.

VI. Staff Training & Enforcement

The City of Quincy and its departments will be given a copy of the Language Assistance Plan to review.

Prior to developing a LEP plan, the City of Quincy has completed the Language Assistance Self-Assessment and Planning Tool, provided by the Civil Rights Division of the U.S. Department of Justice. In addition, staff members of the City of Quincy Department of Planning and Community Development attended the LEP Training by Mass Housing on January 16, 2008. These staff members will be responsible for training other city employees on LEP policies and procedures. Any staff having contact with the public will be trained to work effectively with in-person and telephone interpreters.

VII. Plan Monitoring

Following a year from the service initiation date, the City of Quincy will review the Language Assistance Plan, noting efficiency, cost, and effectiveness. Any changes made will be reviewed six months following the year-review date. The successfulness will be measured upon the expected outcome of materialization by noting the frequency of encounters with LEP language groups. The availability of resources, including any technological advances, additional resources, and the cost imposed will be evaluated based on whether sources for assistance are still available and viable.

Staff training will be monitored annually by whether staff knows and understands the Language Assistance Plan and how to implement it.

VIII. Postings and Outreach

Notice of everyone's right to the service of free translation will be displayed prominently next to the language identification cards. Signs will be posted in intake areas and other entry points. Outreach documents will state in the appropriate language that language services are available.

The City of Quincy's main switchboard voicemail will be modified to address the most common languages encountered.

IX. Expense

The Optimal Phone Interpreters (1-877-RING-OPI), a 24-hour translation service based in Florida, charges \$1.59 a minute regardless of language, billed bi-monthly. The City of Quincy will use its allocated LEP funds to pay for these translation services. OPI's contract with the City of Quincy is attached as Exhibit "4."

X. Complaints

If a user is not satisfied with the City of Quincy's Language Assistance Plan, the user may contact the U.S. Department of Justice:

Coordination and Review Section - NWB
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530

(888) 848-5306 - English and Spanish (inglés y español)
(202) 307-2222 (voice)
(202) 307-2678 (TDD)

A complaint form is available online in .pdf format at:
<http://www.usdoj.gov/crt/cor/complaintform08.pdf>

See attached Exhibit "5."

Attachments:

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Overview
- Exhibit 5: U.S. Department of Justice Complaint Form

City of Quincy, MA 2006 Data

Primary Languages Spoken by Our Students

2,165 students within a total enrollment of 8,969

	#	%
1 Cantonese	913	42.17%
2 Vietnamese	339	15.66%
3 Chinese	234	10.81%
4 Mandarin	165	7.62%
5 Other	104	4.80%
6 Spanish	94	4.34%
7 Albanian	83	3.83%
8 Portuguese	67	3.09%
9 Arabic	53	2.45%
10 Filipino	18	0.83%
11 Thai	17	0.79%
12 Turkish	13	0.60%
13 French	10	0.46%
14 Telugu	9	0.42%
15 Urdu	8	0.37%
16 Hindi	6	0.28%
17 Burmese	6	0.28%
18 Japanese	6	0.28%
19 Somali	5	0.23%
20 Fukien	5	0.23%
21 Polish	5	0.23%
22 Russian	5	0.23%
TOTAL	2,165	100.00%

*Source: Quincy School Department
Analysis: Quincy Planning Department*

INTERPRETER

CONFIDENTIALITY AGREEMENT

I, _____, as an interpreter, may be permitted to have access to client information in order to perform interpretation and/or translation work related to client(s) of the City of Quincy. I understand that I have been retained by the City of Quincy to provide accurate translation of this meeting/call/document. I agree to provide an accurate translation for the client and for the City of Quincy of everything that is said in this meeting/call. I also agree to keep everything that is said in this meeting/call/document confidential and not to say anything about this meeting/call/document to anyone after the meeting has been completed.

I am not related to the client(s) in this matter. My knowledge and non-familiar relationship with these persons will in no way affect the accuracy of my translation in this matter.

Both state and federal laws protect the confidentiality of clients. By placing my signature below, I hereby indicate that I understand and agree to maintain the privacy of the client(s)' business-related and personal information contained in his/her file on behalf of the City of Quincy.

[Witness's Printed Name]

[Interpreter's Printed Name]

[Witness's Signature]

[Interpreter's Signature]

[Date]

[Date]

- | | | |
|--------------------------|---|------------------------|
| <input type="checkbox"/> | ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية. | 1. Arabic |
| <input type="checkbox"/> | Խոսողո՞ւմ ե՞սք նշո՞ւմ կատարե՞ք այս քանակուսու՞մ, եթե խոսո՞ւմ կա՞մ կարողո՞ւմ եք հայերեն: | 2. Armenian |
| <input type="checkbox"/> | যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন। | 3. Bengali |
| <input type="checkbox"/> | ល្អបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។ | 4. Cambodian |
| <input type="checkbox"/> | Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro. | 5. Chamorro |
| <input type="checkbox"/> | 如果你能读中文或讲中文，请选择此框。 | 6. Simplified Chinese |
| <input type="checkbox"/> | 如果你能讀中文或講中文，請選擇此框。 | 7. Traditional Chinese |
| <input type="checkbox"/> | Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik. | 8. Croatian |
| <input type="checkbox"/> | Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky. | 9. Czech |
| <input type="checkbox"/> | Kruis dit vakje aan als u Nederlands kunt lezen of spreken. | 10. Dutch |
| <input type="checkbox"/> | Mark this box if you read or speak English. | 11. English |
| <input type="checkbox"/> | اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بنید. | 12. Farsi |

<input type="checkbox"/>	Cocher ici si vous lisez ou parlez le français.	13. French
<input type="checkbox"/>	Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	14. German
<input type="checkbox"/>	Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.	15. Greek
<input type="checkbox"/>	Make kazye sa a si ou li oswa ou pale kreyòl ayisyen.	16. Haitian Creole
<input type="checkbox"/>	अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ।	17. Hindi
<input type="checkbox"/>	Kos lub voj no yog koj paub twm thiab hais lus Hmoob.	18. Hmong
<input type="checkbox"/>	Jelölje meg ezt a kockát, ha megérta vagy beszéli a magyar nyelvet.	19. Hungarian
<input type="checkbox"/>	Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.	20. Ilocano
<input type="checkbox"/>	Marchi questa casella se legge o parla italiano.	21. Italian
<input type="checkbox"/>	日本語を読んだり、話せる場合はここに印を付けてください。	22. Japanese
<input type="checkbox"/>	한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	23. Korean
<input type="checkbox"/>	ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືປາກພາສາລາວ.	24. Laotian
<input type="checkbox"/>	Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim.	25. Polish

<input type="checkbox"/>	Assinale este quadrado se você lê ou fala português.	26. Portuguese
<input type="checkbox"/>	Însemnați această casuță dacă citiți sau vorbiți românește.	27. Romanian
<input type="checkbox"/>	Пометьте этот квадратик, если вы читаете или говорите по-русски.	28. Russian
<input type="checkbox"/>	Обележите овај квадратик уколико читате или говорите српски језик.	29. Serbian
<input type="checkbox"/>	Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.	30. Slovak
<input type="checkbox"/>	Marque esta casilla si lee o habla español.	31. Spanish
<input type="checkbox"/>	Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	32. Tagalog
<input type="checkbox"/>	ให้กาเครื่องหมายลงในช่องถ้าท่านอ่านหรือพูดภาษาไทย.	33. Thai
<input type="checkbox"/>	Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga.	34. Tongan
<input type="checkbox"/>	Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою.	35. Ukrainian
<input type="checkbox"/>	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
<input type="checkbox"/>	Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.	37. Vietnamese
<input type="checkbox"/>	באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש.	38. Yiddish

**OPTIMAL PHONE INTERPRETERS
INTERPRETER SERVICE AGREEMENT**

FED ID#37-1469009

Optimal Phone Interpreters, a Florida corporation (Company) and **The City of Quincy** (Customer) agree to the terms and conditions set forth below in connection with "Over-the-phone interpreting services" (Services):

1. **SERVICES:** The services to be performed by Company shall be to provide language-interpreting services over the telephone twenty-four (24) hours per day, each day during the term hereof, when and as requested by Customer. Company shall perform the Services in a manner consistent with the degree of care and skill standard in the language-interpreting services industry.
2. **TERM AND TERMINATION:** This agreement will commence when signed by both parties. Either party may cancel this agreement in writing with a 30-day notice. Customer shall be liable for payment for all Services performed through the date of termination.
3. **FEES:** Customer will be billed at a rate of **\$1.59 per minute** for Services provided. Company will provide Customer written notice of any price increase not less than sixty (60) days prior to the effective date of any such increase.
4. **INVOICES AND PAYMENTS:** Company will bill Customer twice monthly by invoice. Customer shall pay all invoices within thirty (30) days of the invoice date. A finance charge may be assessed on all unpaid balances outstanding over thirty (30) days at the rate of 1.5% per month.
5. **INDEPENDENT CONTRACTOR:** The parties agree that Company's relationship to Customer is that of an independent contractor and that nothing contained in the Agreement shall be construed as creating any other type of relationship.
6. **USE OF SERVICE:** Company interpreters shall not for any reason be used for illegal or improper purposes. Customer shall not at any time contract, or attempt to contract or hire away any interpreter from Company. Notwithstanding the provisions of Section 2 above, a breach of any provision of this Section 6 shall be deemed a non-curable breach of this Agreement and Company may, by written notice, immediately terminate Agreement.
7. **CONFIDENTIAL INFORMATION:** Company and Customer each acknowledge that the other considers its own Confidential Information to constitute a "Trade Secret" under applicable law. Company and Customer shall hold the other party's Confidential Information in trust and confidence using the same level of care as would be used to protect its own Confidential Information from disclosure. In connection therewith, all interpreters used by Company are required to sign a confidentiality agreement with regard to all calls and are aware that state and federal law prohibits disclosure of these communications. Upon termination or expiration of this Agreement, each party shall return to the other party all of its Confidential Information. Company will order its information gathering and use in a manner compliant with **HIPAA**.
8. **INSURANCE:** Company will carry coverage of no less than \$1,000,000 in Liability/Errors and Omissions insurance surrounding its interpreting activities with Client.
9. **LIMITATION OF LIABILITY:** Company makes no representation, warranty, or guaranty, express or implied, concerning the Services, including but not limited to the availability or timeliness of the performance of any Service. Company's liability, if any, arising as a result of any breach of this Agreement or otherwise, is expressly and specifically limited to the cost of any phone call or Service in question. In no event shall either party be liable to the other party for any consequential, indirect, punitive, incidental or special damages, whether or not foreseeable or unforeseeable.
10. **MISCELLANEOUS PROVISIONS:** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written statements. This Agreement may be modified, amended or changed only by a written document signed by both parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement as of the Effective Date: _____.

CUSTOMER:

COMPANY:

Signature: _____

Printed Name:

Chip Keith, Director, OPI



COMPLAINT FORM

The purpose of this form is to assist you in filing a complaint with the Coordination and Review Section. You are not required to use this form; a letter with the same information is sufficient. However, the information requested in the items marked with a star (*) must be provided, whether or not the form is used.

1.* State your name and address.

Name: _____

Address: _____

_____ Zip _____

Telephone No: Home: (____) _____ Work: (____) _____

2.* Person(s) discriminated against, if different from above:

Name: _____

Address: _____ Zip _____

Telephone: Home:(____) _____ Work:(____) _____

Please explain your relationship to this person(s).

3.* Agency and department or program that discriminated:

Name: _____

Any individual if known: _____

Address: _____

_____ Zip _____

Telephone No:(____) _____

OMB No. 1190-0008 Expires: 07/31/2010
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4A.* Non-employment: Does your complaint concern discrimination in the delivery of services or in other discriminatory actions of the department or agency in its treatment of you or others? If so, please indicate below the base(s) on which you believe these discriminatory actions were taken.

_____ Race/Ethnicity: _____

_____ National origin: _____

_____ Sex: _____

_____ Religion: _____

_____ Age: _____

_____ Disability: _____

4B.* Employment: Does your complaint concern discrimination in employment by the department or agency? If so, please indicate below the base(s) on which you believe these discriminatory actions were taken.

_____ Race/Ethnicity: _____

_____ National origin: _____

_____ Sex: _____

_____ Religion: _____

_____ Age: _____

_____ Disability: _____

5. What is the most convenient time and place for us to contact you about this complaint?

6. If we will not be able to reach you directly, you may wish to give us the name and phone number of a person who can tell us how to reach you and/or provide information about your complaint:

Name: _____

Telephone No:(_____)_____

7. If you have an attorney representing you concerning the matters raised in this complaint, please provide the following:

Name: _____
Address: _____
_____ Zip _____
Telephone No: (_____) _____

8.* To your best recollection, on what date(s) did the alleged discrimination take place?

Earliest date of discrimination: _____
Most recent date of discrimination: _____

9. Complaints of discrimination must generally be filed within 180 days of the alleged discrimination. If the most recent date of discrimination, listed above, is more than 180 days ago, you may request a waiver of the filing requirement. If you wish to request a waiver, please explain why you waited until now to file your complaint.

10.* Please explain as clearly as possible what happened, why you believe it happened, and how you were discriminated against. Indicate who was involved. Be sure to include how other persons were treated differently from you. (Please use additional sheets if necessary and attach a copy of written materials pertaining to your case.)

12. Please list below any persons (witnesses, fellow employees, supervisors, or others), if known, whom we may contact for additional information to support or clarify your complaint.

Name	Address	Area Code/Telephone
<hr/>		
<hr/>		
<hr/>		

13. Do you have any other information that you think is relevant to our investigation of your allegations?

14. What remedy are you seeking for the alleged discrimination?

15. Have you (or the person discriminated against) filed the same or any other complaints with other offices of the Department of Justice (including the Office of Justice Programs, Federal Bureau of Investigation, etc.)?

Yes ____ No ____

If so, do you remember the Complaint Number?

Against what agency and department or program was it filed?

Address: _____

_____ Zip _____

Telephone No: (____) _____

Date of Filing: _____ DOJ Agency: _____

Briefly, what was the complaint about?

What was the result?

16. Have you filed or do you intend to file a charge or complaint concerning the matters raised in this complaint with any of the following?

_____ U.S. Equal Employment Opportunity Commission

_____ Federal or State Court

_____ Your State or local Human Relations/Rights Commission

_____ Grievance or complaint office

17. If you have already filed a charge or complaint with an agency indicated in #16, above, please provide the following information (attach additional pages if necessary):

Agency: _____

Date filed: _____

Case or Docket Number: _____

Date of Trial/Hearing: _____

Location of Agency/Court: _____

Name of Investigator: _____

Status of Case: _____

Comments:

18. While it is not necessary for you to know about aid that the agency or institution you are filing against receives from the Federal government, if you know of any Department of Justice funds or assistance received by the program or department in which the alleged discrimination occurred, please provide that information below.

19.* We cannot accept a complaint if it has not been signed. Please sign and date this complaint form below.

(Signature)

(Date)

Please feel free to add additional sheets to explain the present situation to us.

We will need your consent to disclose your name, if necessary, in the course of any investigation. Therefore, we will need a signed Consent Form from you. (If you are filing this complaint for a person whom you allege has been discriminated against, we will in most instances need a signed Consent Form from that person.) See the "Notice about Investigatory Uses of Personal Information" for information about the Consent Form. Please mail the completed, signed Discrimination Complaint Form and the signed Consent Form (please make one copy of each for your records) to:

United States Department of Justice
Civil Rights Division
Coordination and Review Section - NWB
950 Pennsylvania Avenue, NW
Washington, D.C. 20530

Toll-free Voice and TDD: (888) 848-5306
Voice: (202) 307-2222
TDD: (202) 307-2678

20. How did you learn that you could file this complaint?

21. If your complaint has already been assigned a DOJ complaint number, please list it here: _____

If a currently valid OMB control number is not displayed on the first page, you are not required to fill out this complaint form unless the Department of Justice has begun an administrative investigation into this complaint.