

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 11/15/22 BC 11/29/2022
Subject:	Interagency Agreement IAA23087 with Administrative Office of the Courts for Court Interpreter Funding
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

The State of Washington, Administrative Office of the Courts (AOC) is providing funds to the Benton-Franklin Counties Juvenile Justice Center (BFJJC) to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons in accordance with RCW 2.242 and 2.43. The interpreter funding is targeted to reimburse Certified, Registered and Qualified Interpreters for interpreter services in accordance with the Interpreter Services Funding Requirements.

The period of performance for this agreement is from July 1, 2022 through June 30, 2023. The Interagency Agreement IAA23087 is backdated to July 1, 2022 so that services are not interrupted, and the Juvenile Justice Center can maximize the use of available funds effective on July 1, 2022. The contract was not received until November 1, 2022.

Fiscal Impact

The reimbursed compensation from the Administrative Office of the Courts (AOC) is a maximum of \$30,122.55.00.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Interagency Agreement No. IAA23087 between the Benton-Franklin Counties Juvenile Justice Center and the State of Washington Administrative Office of the Courts.

Suggested Motion

Approve as part of consent agenda

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON

IN THE MATTER OF AWARDING THE INTERAGENCY AGREEMENT IAA23087 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON, ADMINISTRATIVE OFFICE OF THE COURTS

WHEREAS, David Wheeler, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement IAA23087 between the State of Washington, Administrative Office of the Courts, and Benton-Franklin Counties Juvenile Justice Center be approved as presented; and

WHEREAS, the new agreement was not received until November 1, 2022 and is backdated to July 1, 2022 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2022; and

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, that the boards hereby concur with the Administrator and approve the Interagency Agreement IAA23087 between the Juvenile Justice Center and the State of Washington, Administrative Office of the Courts; and

BE IT FURTHER RESOLVED, the Juvenile Justice Center will be reimbursed a maximum of \$30,122.55 for costs incurred during the period of performance; and

BE IT FURTHER RESOLVED, that the chairs are authorized to sign the attached Interagency Agreement IAA23087; and

BE IT FURTHER RESOLVED, the agreement is effective July 1, 2022 and expires on June 30, 2023.

DATED this ____ day of _____ 2022

BENTON COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair Pro Tem

Member
Constituting the Board of
County Commissioners,
Benton County, Washington

ATTEST:

Clerk of the Board

DATED this ____ day of _____ 2022

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair Pro Tem

Member
Constituting the Board of
County Commissioners,
Franklin County, Washington

ATTEST:

Clerk of the Board

INTERAGENCY AGREEMENT IAA23087
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON-FRANKLIN COUNTIES JUVENILE COURT

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Benton-Franklin Counties Juvenile Court for the purpose of distributing funds for court interpreter and language access service expenses to the Benton-Franklin Counties Juvenile Court.

1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

- a) "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (4) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq.* The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/. The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at: <https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>
- b) "Registered Interpreter" means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/.
- c) "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- d) "Qualifying Event" means a proceeding or event for which an interpreter is appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

2. PURPOSE

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, and hard of hearing persons in accordance with RCW Chapters 2.42 and 2.43.

- a) These funds are intended to address each court's following needs:
 - Financial Need - i.e., the gap between the court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters, and the implementation of the Court's language access plan; and
 - Need for Court Interpreters - i.e., the public's right to access the court, and the court's responsibility to provide court certified, registered, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.
 - Need for Language Access in General - i.e., translations for websites, translated forms, interpreting equipment, technology enabling remote interpreting, and other

things that are necessary for courts to provide fair and equitable access for people who are LEP, deaf, and hard of hearing.

3. DESCRIPTION OF SERVICES TO BE PROVIDED

- a) The Court will ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to **Exhibit A**, which is incorporated herein by reference.
- b) The Court agrees to track and provide interpreter cost and usage data using a form provided by the AOC Interpreter Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.
- c) The Court agrees to provide the AOC Project Manager with a list of all users who require access to submit data to the Language Access and Interpreter Reimbursement Program web application.
- d) The Court agrees to work with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.
- e) The Court agrees to encourage its staff overseeing interpreter services at the court to attend trainings (in person and/or online) provided by the AOC Interpreter Commission and Interpreter Program.
- f) The Court may elect to pay for interpreter services that are not in accordance with the provisions of **Exhibit A** as set forth; however, such payments will not be reimbursed.
- g) The Court is required to have a Language Assistance Plan (LAP) to be a part of the reimbursement program.
 - 1) Courts that submitted their LAP for review in FY22 are not required to resubmit their LAP for FY23. Courts certify that they will exercise reasonable due diligence in maintaining and updating their LAP as required by law.
 - 2) Courts that did not submit their LAP for review in FY22 must submit it in accordance with content guidelines provided in Exhibit B, Annotated Language Access Plan Template with Criteria for Approval. Courts certify that they will exercise reasonable due diligence in maintaining and updating their LAP as required by law.

4. PERIOD OF PERFORMANCE

The beginning date of performance under this Agreement is **July 1, 2022**, regardless of the date of execution and which shall end on **June 30, 2023**.

5. COMPENSATION

- a) The Court shall be reimbursed a maximum of \$30,122.55 for interpreter and language access services costs incurred during the period of July 1, 2022 to June 30, 2023. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2023.
- b) The Court shall receive payment for its costs for interpreter and language access services as set forth in **Exhibit A**, and incorporated herein.

- c) The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Exhibit A** until properly-completed A-19 invoices, and corresponding data (See *subsection 3b*), are received and approved by AOC, pursuant to the following schedule:
- 1) Reflecting Qualifying and non-qualifying Events, and any goods or services purchased, occurring between July 1, 2022 and September 30, 2022, must be received by the AOC no later than December 31, 2022.
 - 2) Reflecting Qualifying and non-qualifying Events, and any goods or services, purchased occurring between October 1, 2022 and December 31, 2022, must be received by the AOC no later than January 31, 2023.
 - 3) Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between January 1, 2023 and March 31, 2023, must be received by the AOC no later than April 30, 2023.
 - 4) Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between April 1, 2023 and June 30, 2023, must be received by the AOC no later than July 15, 2023.
- d) If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e) The Court shall submit its A-19 invoices quarterly through the web application. The Data shall be submitted electronically to the AOC as described in Section 3b, above, and in conjunction with the quarterly invoice.
- f) Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed data report.
- g) The Court shall maintain sufficient backup documentation of expenses under this Agreement.
- h) The AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Court may not expend the maximum Agreement amount, the AOC may reduce the maximum Agreement amount. AOC may increase the maximum Agreement amount if additional funds become available through these revenue sharing provisions.

6. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement

include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

8. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

9. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

10. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

11. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

12. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of

noncompliance or waiver of this section.

13. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

14. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

15. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

16. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

17. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

18. AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Program Manager
Tae Yoon PO Box 41170 Olympia, WA 98504-1170 Inter(2)reterreimbursement@courts.wa.gov 360-704-5590	David Wheeler Administrator 5606 W Canal Pl, Ste 106 Kennewick, WA 99336-1300 david.wheeler@co.benton.wa.us (509) 783-2151

19. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts

Benton-Franklin Counties Juvenile Court

Signature

Date

See attached signature page

Signature

Date

Dawn Marie Rubio

Name

David Wheeler

Name

Administrator, AOC

Title

Juvenile Court Administrator

Title

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



David Wheeler, Juvenile Court Administrator

11/3/2022

Date

BENTON COUNTY APPROVAL

Approved as to Form:

Deputy Prosecuting Attorney

Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest: _____

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:



Jennifer Johnson,
Civil Deputy Prosecuting Attorney

11/3/22

Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest: _____

Clerk of the Board: _____

EXHIBIT A

WASHINGTON STATE LANGUAGE ACCESS INTERPRETER REIMBURSEMENT PROGRAM FUNDING

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Language Access Reimbursement Program funding conditions and payment structure shall be as follows:

1. GENERAL FUNDING CONDITIONS

The Administrative Office of the Courts (AOC), will reimburse courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (LEP), deaf, and hard of hearing persons. This includes interpreters credentialed by AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 "Qualifying Interpreter Events."

It also includes goods and services that improve language access, listed under Section 3 "Language Access Items," and services listed under Section 4 "Language Access Services".

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

2. QUALIFYING INTERPRETING EVENTS

A. Spoken Language Interpreters Qualifying Events

AOC will reimburse courts under this Agreement for the cost of appointing AOC-credentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

- a) If there is at least one AOC credentialed interpreter in the language being used then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.
- b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.
- c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more AOC credentialed interpreter listed for the language being used.

B. Sign Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI). To qualify for reimbursement, and event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal – SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here:

<https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx>

C. Staff Interpreters (Salaried Staff)

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

D. Telephonic and Video Remote Interpreting and Services Outside of the Courtroom

AOC will reimburse local jurisdictions for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings and other services provided to the public by the Court. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

3. LANGUAGE ACCESS GOODS AND SERVICES

Courts can request reimbursement for the cost of goods and services that will help increase language access in the Court.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Interpreter scheduling software or services
- Document translation
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Printed signage for language assistance purposes
- Staff training on language access, interpreting, or bilingual skills improvement, for example:
 - Interpreters skills training for bilingual staff who want to become certified
 - Training for staff who are partly bilingual to improve their skills
 - General training on addressing language access issues.

Other examples can be found here:

<https://www.nmcenterforlanguageaccess.org/cms/en/courts-agencies/about-language-access-basic-training>

Items or services not listed above must be pre-approved (via email) by Language Access Interpreter Reimbursement Program staff prior to purchase or they may not qualify for reimbursement under the Program.

4. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget or budgets, in the case of multi-court collaborative applicants of the Court responsible for full payment.

5. PAYMENT STRUCTURE

A. Reimbursement Rate

a) Spoken Language Interpreters

AOC will reimburse the Court for 50% of the cost of AOC certified, registered, or otherwise court-qualified interpreters providing services under this Agreement.

b) Sign Language Interpreters

AOC will reimburse the Court for 50% of the cost of certified and court-qualified interpreters providing services under this Agreement.

c) Staff Interpreters (Salaried Staff)

AOC will reimburse the Court for 50% of the cost of staff interpreters.

d) Contracted Interpreters

The cost of contract interpreters who are paid other than on an hourly basis, for example, on a half-day or flat rate basis, will be reimbursed at 50%.

e) Remote Interpreting

AOC will reimburse the Court for 50% of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or video.

f) Cancellation Fees

AOC will reimburse the Court for 50% of cancellation fees paid to interpreter.

B. Travel Time and Mileage

AOC will reimburse the Court at 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.

Exhibit B

Annotated Language Access Plan Template with Criteria for Approval

This document provides information about the criteria that the AOC will use to review and approve Language Access Plans (LAP) for courts in the reimbursement program. This document includes the LAP template with annotations related to the approval criteria. The criteria have been established by the Washington State Supreme Court Interpreter Commission and are primarily based on provisions laid out in [RCW 2.43.090](#).

The criteria are located throughout the template in red text. The criteria are framed as a series of questions and are placed in the locations most likely to answer those questions. For example, the question *“Does the LAP identify a process for requiring and providing training to judges, court clerks, and other court staff?”* is located in **Section VI Training**, which directly relates to this question.

A few of the provisions have a broader scope and contain elements that could be addressed in multiple sections. For these provisions, the criteria are placed near the sections that most closely related to the topics.

Additional Resources

A non-annotated version of this document. Courts can use this template to create their individual LAPs. Also found as Appendix B in the [Deskbook](#).

[Deskbook on Language Access in Washington Courts](#)

Comprehensive guide on providing language access and includes additional information and resources related to the [LAP template](#).

[RCW 2.43.090](#)

State statutes related to LAPs and provisions required by state law.

[Language Access Plan Development Session](#)

A video walk-through of the [LAP template](#) with guidance on each section.

Language Access Plan of *[name of your court]*

I. PURPOSE

This LAP sets forth the *[name of court]* policy and procedures for the provision of timely language access services that ensure access for all limited English proficient (LEP), deaf, hard of hearing, and deaf-blind (D/HH/DB) individuals who come in contact with *[name of your court]* services and programs. Language access services include both interpretation and translation services for LEP and D/HH/DB individuals.

II. COURT POLICY REGARDING LANGUAGE ACCESS SERVICES

Under Washington state law (chapters 2.42 and 2.43 RCW), Title VI of the Civil Rights Act of 1964 (Title VI), the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act), the Americans with Disabilities Act (ADA), and the regulations implementing these federal laws, Washington courts are required to provide language access services to all LEP and D/HH/DB individuals in civil and criminal court proceedings and in all court-managed services and programs and to develop a written language access plan pursuant to RCW 2.43.090.

It is the policy of *[name of court]* to provide foreign language interpreter services at no cost to LEP parties, witnesses, victims, and others with an interest (e.g., parents, legal guardians, custodians) in all court proceedings and operations, both civil and criminal, other than when it is the responsibility of other government bodies pursuant to state law. It is also the policy of this court to provide sign language interpreting services at no cost to persons who are D/HH/DB as required under applicable state and federal statutes and regulations.

[Name of court] will provide accessible information to LEP and D/HH/DB persons on how to request these language assistance services and vital documents as part of its notice to the public about its language access services.

Although D/HH/DB individuals are covered under the ADA and chapter 2.42 RCW rather than Title VI and the Safe Streets Act, this plan covers language access services for both D/HH/DB and LEP individuals.

III. DATA COLLECTION AND NEEDS ASSESSMENT

Considerations for Approval

RCW 2.43.090 (1)(a)

Does the LAP:

- Identify how often language data is collected and reviewed.
- Identify the most commonly spoken languages in the service area.
- Identify the source of data. (optional)

The **[designated language access office or person]** for **[name of court]** will, on an annual basis, compile demographic data regarding the language needs of its community. The court will initially review data from sources such as the following *[check all that apply and delete those that are not relevant to your court jurisdiction]*:

- ☐ Most recent and relevant U.S. Census and American Community Survey (ACS)
- ☐ Local school district (list names of district(s))
- ☐ County health department
- ☐ Public Defender's Office/Office of Assigned Counsel
- ☐ Prosecuting Attorney's Office
- ☐ County or City Attorney's Office
- ☐ Local legal aid service providers and community-based organizations which focus their service provision on immigrant and refugee populations in order to identify possible immigration and new language trends *[list relevant community agencies, if any]*

This data will be analyzed annually to determine whether the court's allocation of language access resources is appropriate.

The **[name of your court]** will make every effort to track requests for language access services by *[check all that apply or delete those that are not relevant to your court]*:

- ☐ Language preference (both spoken, written, and signed)
- ☐ Case type (e.g. family law, criminal, housing, etc.)
- ☐ Proceeding (e.g. trial, arraignment, initial appearance, etc.)
- ☐ Location of service request (e.g. court hearing, ADR, clerk's office, etc.)
- ☐ Whether the language access service requested was granted or denied
- ☐ Reason for denial
- ☐ Other *[describe]*

In addition to mechanisms discussed under the identification of language needs section below, the **[name of court]** will track this internal data in a case management system where available, and/or case files if case management is not automated. On a yearly basis, the court will analyze the data collected to identify whether services requested are in fact provided, assist in the allocation of language access resources, and identify gaps in the provision of services to address future needs.

The **[name of your court]** will send the final data compilation and analyses in the form of a biennial report to the Washington State Court Interpreter Commission to assist the Commission in monitoring of the court's Language Access Plan, identification of interpreter training and certification strategies, and other tools to assist the AOC and local courts in the provision of language access services.

A. Identified Current Needs

The most current language need identification efforts undertaken by **[name of court]** shows the following ***[insert top five languages below]*** non-English languages, whether spoken or signed, that are most frequently used in our

geographic area:

- [language xx]
- [language xx]
- [language xx]
- [language xx]
- [language xx]

The most current language need identification efforts undertaken by **[name of court]** shows the following **[insert top five languages below]** foreign or sign languages that are most frequently used in our **court community**:

- [language xx]
- [language xx]
- [language xx]
- [language xx]
- [language xx]

B. Identified Future Needs (if any)

[Name of court] has identified the following emerging and/or additional languages among court users in the area for which resources will be needed in the future:

- [language xx or resource needed]
- [language xx or resource needed]
- [language xx or resource needed]

IV. LANGUAGE ASSISTANCE IDENTIFICATION AND RESOURCES

Considerations for Approval

RCW 2.43.090 (1)(a) and RCW 2.43.090 (1)(b)

Does the LAP:

- Establish procedures court staff will use to identify LEP persons and the languages needed. [Template, Section IV B]
- Establish a court process and mechanism for tracking requests for language services. (Specifically how the court tracks language needs).
- Refer to I-speak cards or other resources that are available for staff to identify the language needed. (optional)
- Identify an individual or department responsible for coordinating language access services and procedures for providing in-person, video remote, and telephonic interpreter services. (optional)

A. Designated Language Access Office [or other name given by your court]

The **[name of court]** has designated **[include name of designated local Language Access Coordinator or Interpreter Coordinator]** as the person

responsible for coordinating language access services and to whom requests for interpreters and other language access services may be addressed. This designated person is available to:

- Develop lists of interpreters and secure interpreter services
- Receive and track language assistance requests;
- Address gaps in interpreter services by conducting outreach as needed;
- Provide information to assist LEP and D/HH/DB individuals to secure language access services;
- Assist or provide referrals to attorneys, justice partners, and other relevant persons to secure language access services for their clients and constituents;
- Assist court staff with securing language access services; and
- Answer questions from LEP and D/HH/DB individuals, and the public at large, regarding the court's available language access services, including the court's language access resources such as translated materials, interpreter roster, language identification cards, and other resources identified in this Plan.

LEP and D/HH/DB individuals, attorneys, justice partners, government agencies, and any other entities in need of language access services for court programs or activities or to acquire such services or information for themselves or their clients, may contact:

[Name of person/office designated]

[Address]

[Phone number]

[Fax/Email]

B. Identification of Language Access Needs and Notice of Availability

LEP and D/HH/DB, individuals may come in contact with court personnel via the phone, TTY / TDD, in-person, or through other means. In addition, there are various points of contact within **[name court here]** where LEP individuals or persons who are D/HH/DB will be in contact with court staff. Sometimes people who need language access services, including translated documents, will not request these services because they do not realize that such services are available at no charge, or because they do not recognize the level of English-language proficiency or communication ability needed to effectively participate in the court program, court proceeding, or court services. The first step in providing language access services is to enable LEP individuals or persons who are D/HH/DB to properly identify their language needs.

As a first step towards ensuring that LEP and D/HH/DB individuals are able to properly identify their language needs and to request language access and assistance services, **[name of court]** has a legal obligation to provide accessible notice to the public of an individual's right to spoken and sign language interpreter services and to be provided vital documents in translated form

whenever necessary to access court proceedings and court-managed programs.

Considerations for Approval

RCW 2.43.090 (1)(c)

Does the LAP:

- Provide a description of how the court notifies court users of the right to and availability of interpreter services and how to request those services.
- Identify specific locations where the notice will be placed or acknowledge that the court will prominently display the translated notice in the languages identified in RCW 2.43.090 (1)(a).

1. Identifying Language Needs at Points of Access

[Name of court] will identify language access needs at all points of contact with the court, such as the following *[Check all that apply or delete those that are not relevant to your court]:*

- ☐ Telephone calls to court staff.
 - *[insert court phone numbers]*
- ☐ Security screening at court house entrances at the following courthouses:
 - *[insert court locations where screening exists]*
- ☐ Clerks' Offices at the following locations:
 - *[insert court locations]*
- ☐ Jury Offices at:
 - *[insert court locations]*
- ☐ Court Records Office at:
 - *[insert court locations]*
- ☐ Cashier Offices at:
 - *[insert court locations]*
- ☐ Small Claims or Alternative Dispute Resolution Services at:
 - *[insert court locations]*
- ☐ Courtroom(s) at the following court houses:
 - *[insert court locations where courtrooms are situated]*
- ☐ Court Facilitator or pro se services provided by the court at:
 - *[insert court locations]*
- ☐ Court-managed programs and services at:
 - *[insert locations and services provided]*
- ☐ Other *[Describe other points of access and the locations]*

To ensure the earliest possible identification of the need for language access services, the **[name of court]** has established internal protocols with the various justice partners which routinely interact with this court in order for these partners to communicate to the appropriate court staff the needs of LEP or D/HH/DB participants who will be coming into contact with the court. While justice partners themselves may be under a separate legal obligation to provide language access services to their clients, the court will be notified of any services that fall under the responsibility of the court as early as possible so

services may be provided in a timely and efficient manner. Examples of justice partners to be notified include *[check all that apply or delete those that are not relevant to your court]*:

- ☐ Jail staff
- ☐ Domestic violence victim's advocate
- ☐ Attorney/public defender
- ☐ Court facilitator
- ☐ Law enforcement
- ☐ Other *[add any other justice partners]*

2. Notice of the Availability of Language Access Services

In order to facilitate the ability of LEP and D/HH/DB individuals to request their need for language access services, the **[name of court]** shall provide notice of the availability of language access services translated into Washington State's most frequently used languages that states:

"You have the right to language access services at no cost to you. To request these services, please contact [insert designated language access office or appropriate contact here]".

The **[name of court]** displays this notice on its website and at the following locations:

- [location xx]
- [location xx]
- [location xx]

Additionally, **[name of court]** has the following resources available at its points of contact, including those listed above when appropriate, to help LEP and D/HH/DB and court staff communicate with each other *[Check all that apply or delete those that are not relevant to your court]*:

- ☐ Language identification cards at all points of contact
- ☐ Multi-lingual notices at all appropriate points of contact notifying members of the public of their right to request an interpreter or other language assistance at any point during their contact with the court.
- ☐ Other *[Add any additional mechanism for self-identification for LEP and D/HH/DB persons]*: _____

When it appears that an individual has difficulty communicating due to a language barrier, **[name of court]** staff must inform the LEP or D/HH/DB person of his or her right to have language access services provided by the courts at no cost to them, even if the LEP or D/HH/DB person has not made a request for the language access services.

V. LANGUAGE ACCESS SERVICES

Considerations for Approval

RCW 2.43.090 (1)(b) and RCW 2.43.090 (1)(d).

Elements that address the criteria below may be found in multiple sections including Section III, Section IV, Section V and section VII.

Does the LAP:

- Establish a process the court will use to appoint and provide interpreter services in legal proceedings consistent with RCW 2.43.030.
- Establish procedures for providing timely language services outside of the courtroom.
- Identify a mechanism to identify and address delays in access to courts due to language barriers.
- Acknowledge the commitment to provide timely services. (optional)

Once the **[name of court]** staff has determined interpreter services are required for an LEP or D/HH/DB individual, court staff have access to the following procedures for securing an interpreter.

A. Language Access Services Inside the Court Room

1. Appointment of a Certified, Registered, or Qualified Interpreter for In Court Proceedings

The person responsible for appointing or securing the assistance of an interpreter at the **[name your court]** will comply with the following order of preference in appointing an interpreter as set forth in RCW 2.43.030(1)(b) and (2).

RCW 2.43.030(1) (b) states:

An in-person Certified or Registered interpreter who has been credentialed by the Administrative Office of the Courts shall be appointed, whenever possible, unless good cause is found and noted by the appointing authority. "Good cause" includes, but is not limited to, a determination that:

- (i) Given the totality of the circumstances, including the nature of the proceeding and the potential penalty or consequences involved, the services of an in-person credentialed interpreter are not reasonably available to the appointing authority; or
- (ii) The current list of credentialed interpreters maintained by the Administrative Office of the Courts does not include an interpreter in the language spoken by the LEP.

RCW 2.43.030(2) states:

If good cause is found for using an interpreter who is not credentialed by

the Administrative Office of the Court, the appointing authority shall make a preliminary determination that the proposed interpreter is able to interpret accurately all communications to and from such person in that particular proceeding. The appointing authority shall satisfy itself on the record that the proposed interpreter:

- (a) Is capable of communicating effectively with the court or agency and the person for who the interpreter would interpret; and
- (b) Has read, understands, and will abide by the code of ethics for language interpreters established by court rules.

In the event no in-person interpreter is available locally, the court or designated authority will weigh the need for moving forward with the proceeding against any possible negative consequences to the LEP or D/HH/DB person's ability to effectively participate in the proceedings through the use of a remote interpreter, as may be allowed by Washington court rule or law. When evidentiary matters are before the court, the court shall reschedule the hearing until an in-person interpreter is available, whether located in-state or out-of-state, and be made present at the hearing.

[*Name of your court*] will NOT appoint as interpreters anyone with a potential conflict of interest in the case, including the following: minors; friends and family of the LEP or D/HH/DB person; advocates and attorneys; justice partner bilingual staff; or anyone deemed unqualified after voir dire by the court.

2. Practices in the Appointment and Use of Interpreters

In appointing interpreters, staff at [***name of court***], will ensure that the interpreter and the LEP or D/HH/DB participant can effectively communicate. It is also the practice of [***name of court***] to:

- ☐ Make a determination of the appropriate number of interpreters that may be required for the proceeding. When the proper administration of justice so requires the court will appoint multiple or separate interpreters.
- ☐ For long hearing sessions or trials, appoint a team of two interpreters or if no second interpreter is available, allow the interpreter to have frequent breaks to avoid interpreting fatigue, ensure accuracy, and avoid subsequent errors.
- ☐ Only allow an LEP or D/HH/DB person to waive his or her right to the assistance of an interpreter if the waiver is knowing, voluntary, and on the record. The waiver of an interpreter may be rejected by the court or later revoked by the person.
- ☐ Require interpreters to provide sight translations for documents related to the court proceedings.
- ☐ Prohibit interpreters from assisting LEP or D/HH/DB with entering information on

court forms without the involvement of court staff in the completion of such forms.

- ☐ Provide sign language interpreters for jurors who are D/HH/DB when such persons are called and selected for jury service

3. Calendaring and Scheduling of Interpreters for In-court and Out-of-court Contacts

[Name of court] will provide interpreter services in a timely manner. In order to provide high quality language access services in an efficient manner, **[Name of court]** employs the following practices: *[check all that apply or delete those that are not relevant to your court]*

- ☐ Batching of matters for which an interpreter for a specific language is needed so long as this does not cause unnecessary delays in access and loss of remedies available to litigants, such as:
 - *[list any matters for which batching would be appropriate]*
- ☐ Coordinating calendars so an interpreter may be available for several matters in the same court location on the same day.
- ☐ Establishing systems so that an interpreter coordinator can easily dispatch an interpreter from one court location to another, or one courtroom to another, efficiently, such as:
 - *[list any systems]*
- ☐ Coordinating the use of interpreters so that when an interpreter is not busy in a courtroom proceeding he or she may be available in person or telephonically to assist in other court-managed services, such as clerk's offices, pro se clinics, etc.
- ☐ Creating a pool of interpreters who may be available by telephone or video to assist in non-evidentiary proceedings or other court programs.
- ☐ Other: *[Describe additional practices]*

4. Remote Interpreting

For short non-evidentiary hearings the **[name of court]** uses the following remote interpreting technologies: *[check all that apply or delete those that are not relevant to your court]*

- ☐ Video-remote interpreting (VRI)
- ☐ Telephonic interpreting provided by credentialed interpreters
- ☐ Telephonic interpreting agencies
- ☐ Other: *[Describe remote interpreting technologies]*

The policy or practice of the court with regard to the use of remote interpreting services is as follows: *[insert/attach your court's policy here, or if your court does not have policy, use the following points as a guide as it relates to remote interpreting]*

- ☐ Video remote and telephonic interpreting use will be consistent with GR 11.3 and will be used with caution. Generally, in-person interpreters are preferred.
- ☐ Telephonic interpreting will be a last resort for courtroom proceedings, and reserved for brief non-evidentiary proceedings such as continuances, given that non-verbal cues – not visible when on the telephone – are critical for communication. Telephonic interpreting can be particularly problematic in some circumstances such as for individuals who are deaf or hard of hearing, the elderly, those struggling with mental illness, quiet or nonverbally communicative individuals, and others.
- ☐ Video remote interpreting (VRI) will be used appropriately and will meet the requirements for providing effective communication, including,
 - Real-time, full-motion video and audio;
 - A clear, large image;
 - A clear transmission of voices;
 - Adequate training of staff in utilizing the equipment; and
 - Use of Certified interpreters with legal training

in order to be an efficient and effective mechanism for providing language access services when an in-person interpreter is not available, or when only a non-credentialed interpreter is available in person (but a credentialed one is available via video).

The court requires training for staff and appointing authorities on VRI and telephonic interpreting, how to use the technologies, how to best utilize the remote interpreter, and what are appropriate events for such types of remote interpreting service. VRI shall not be the only option available to the court and should be used when in-person interpretation services are not available.

B. Language Services Outside the Courtroom

The **[name of court]** is responsible for taking reasonable steps to ensure that LEP, deaf and hearing impaired individuals have meaningful access to services outside the courtroom. It is the practice of the court to provide interpreters for court-managed services, programs and operations consistent with state and federal language access mandates. In compliance with such mandates, the court shall provide language access services at: *[check all that apply or delete those that are not relevant to your court]*

- ☐ Alternative dispute resolution programs
- ☐ Anger management class
- ☐ CASA Programs
- ☐ Cashiers
- ☐ Court-ordered visitation

- ☐ Court facilitator services
- ☐ Criminal diversion programs
- ☐ Family Team Decision Making
- ☐ Guardians Ad Litem
- ☐ Electronic home monitoring
- ☐ Information counters
- ☐ Intake or filing offices
- ☐ Juvenile detention
- ☐ Juvenile diversion programs
- ☐ Mandatory mediation
- ☐ Prostitute patron ("John") class
- ☐ Parenting classes
- ☐ Pro se clinics
- ☐ Probation offices
- ☐ Records rooms
- ☐ Other [*Describe additional locations*]

The court, in compliance with federal and state civil rights laws and regulations, shall provide the most appropriate language access service for these programs and services, including qualified interpreters, bilingual staff, and translated materials and information. When the most appropriate language access service is the appointment of a qualified interpreter, the court shall follow the guidelines described for the appointment of interpreters.

As noted in the policy interpretation section earlier, chapter 2.42 RCW requires that courts provide interpreters for persons who are D/HH/DB when they are required to attend court ordered-programs or services. In addition to the provision of qualified interpreters in all proceedings where required, court's bilingual staff may assist with language needs outside of court proceedings. Bilingual staff shall be trained to understand their role, how it differs from the role of an interpreter, and that staff are only used for basic communications.

C. Translated Forms and Documents

Considerations for Approval

RCW 2.43.090 (1)(e)

Does the LAP:

- Include procedures to evaluate the need for translation of written materials.
- Identify the languages for which translations will be prioritized.
- Identify a process for translation requests, maintenance, and quality.
- Identify how the public is provided access to printed materials where no translation is provided.
- Identify existing translated materials and a process for adding future translations as needed. (optional)
- Identify the qualification of translators and include a prohibition of machine translation. (optional)

The **[name of court]** understands the importance of translating forms, documents, and electronic materials into non-English languages, so that LEP individuals have greater access to the courts' services. Judicial and court staff shall not use web-based applications or software to process or provide translations for LEP individuals.

State forms which have been translated are available at www.courts.wa.gov/forms.

Additional informational resources translated into Spanish include:

- A Guide to Washington State Courts / Guía de los Tribunales del Estado de Washington
- Self-Represented Persons in District Court / Personas que se representan a sí mismas en el Tribunal de Distrito
- Self-Represented Persons in Municipal Court / Personas que se auto representan en los Tribunales Municipales
- Self-Represented Persons in Superior Court Civil Proceedings / Personas que se auto representan en procedimientos civiles en el Tribunal Superior
- An Introduction to Small Claims Court / Una Introducción Al Juzgado De Demandas De Cuantía Menor

[If your court has translated forms, use this section below to identify the forms]:

The **[name of your court]** currently has the following forms translated into commonly used languages *[list any forms/pamphlets your court has translated or include a link to the webpage containing those forms]*:

- [X, Y and Z Criminal Court Forms have been translated into . . .]
- [X, Y and Z Domestic Abuse forms have been translated into. . .]
- [XX]
- [YY]

The court shall make available such forms at appropriate locations in its court system and on the court's website. Information posted on the court's website for such forms shall be made accessible in the language the form is translated into.

[If your court has not translated any local forms, use this section]

[Name of court] has not translated any local forms and relies solely on translated general pattern forms provided by the AOC. When translated forms are not available, this court may: *[check all that apply or delete those that are not relevant to your court]*

- ☐ Provide sight translation of the form using bilingual staff
- ☐ Provide information regarding the content of the form using bilingual staff.
- ☐ Have an in-person interpreter sight translate the form
- ☐ Refer LEP party to a community resource
- ☐ Use telephonic interpreting
- ☐ Other *[describe other practices]*

D. Providing Emergency Information to LEP Court Customers

The **[name of court]** is responsible for taking reasonable steps to ensure that LEP and D/HH/DB individuals have meaningful access to emergency information should an emergency situation arise. The court provides such information in the following ways:

- ☐ There are universally understood emergency signs located in the strategic places throughout the courthouse building;
- ☐ Emergency exits are clearly marked [possibly also in the most common non-English language(s) used in the area];
- ☐ Evacuation map(s) are located in visible public area points with an indication using the most common non-English language (in addition to English) spoken in the area to designate the evacuation map(s).
- ☐ Bilingual staff is informed and trained to provide emergency information.

VI. TRAINING

Considerations for Approval

RCW 2.43.090 (1)(f)

Does the LAP:

- Identify a process for requiring and providing training to judges, court clerks, and other court staff.
- Identify the topics of the training to include requirements of the language access plan and how to effectively access and work with interpreters.
- Identify procedures to ensure existing staff and new staff are trained in an ongoing manner. (optional)

The **[name of court]** is committed to providing training for all judicial and court staff members who come in contact with LEP and D/HH/DB individuals in order to ensure the successful delivery of language access services. The court will provide staff training on all requirements in this Language Access Plan. Additional training opportunities will include *[check all that apply or delete those that are not relevant to your court]*:

- ☐ Proper appointment and scheduling of interpreters for all court proceedings and court-managed programs and services
- ☐ How to voir dire a non-credentialed court interpreter
- ☐ Role of an interpreter, modes of interpreting, and interpreter ethics and professional standards
- ☐ Courtroom management when interpreters are used
- ☐ Use of remote technologies for interpreting
- ☐ Cultural competence
- ☐ Other *[describe other trainings]*

Training efforts will include an initial training for new staff on the requirements of the current Language Access Plan and an annual training for existing court personnel that addresses any revisions made to the Plan.

Resources and information regarding language access services, policies and procedures and tools for providing language assistance (such as bench cards, language identification guides, brochures, etc.) are available to all court staff and decision makers at: *[check all that apply or delete those that are not relevant to your court]*

- ☐ The court's intranet
- ☐ The court's Language Access Coordinator/Interpreter Coordinator *[or your name for designated office/person.]*
- ☐ Other *[list other resources]*

VII. COMPLAINT PROCESS FOR NON-COMPLIANCE

1. Complaints Against Local Court

This specific complaint process is designed to bring to the attention of the local court, and if necessary, the Commission, allegations filed by LEP or D/HH/DB parties that the local court is out of compliance with the its own Language Access Plan, any applicable federal statutes or regulations, state statutory provisions, such as chapters 2.42 or 2.43 RCW and/or any applicable state or local court rules. This is an informal process whereby the Commission may be involved in providing consultation and guidance to LEP parties and local courts in resolving and removing barriers to language access services and resources.

LEP and D/HH/DB individuals are encouraged to first file a complaint with the local court using local court customer complaint filing procedures. The local court complaint rules are as follows:

A. Local Court Complaint Process

(Court insert its local court complaint process here)

B. Complaint Filed with the Court Interpreter Commission (Optional)

1. Except in extraordinary circumstances, the complaint must be filed with the Commission by an aggrieved party within 60 days from the date of the events on which the complaint is based.

Within 3 business days of the receipt of the complaint against a local court, Commission staff will inform complainant, using the contact information provided by complainant, of their option to file their complaint with the Department of Justice and of the need to file such complaint within 180 days from the date of the alleged discrimination.

2. Complaints filed with the Court or the AOC must be in writing and must be signed. The complaint must include the following information:

- a. A clear and brief description of the complaint and any evidence upon which the allegation is based, with relevant supporting documentation. The description and supporting evidence should include relevant facts that support the complaint that the court did not provide language access services;
- b. If possible, the complaint should identify the section(s) of the court's plan, statutes or regulations alleged to have been violated and the time frame in which the lack of compliance is alleged to have occurred;
- c. Disclosure of any other channels the complainant is pursuing, including legal action (optional); and
- d. A statement authorizing the Commission to send a copy of the complaint to the court that is the subject of the complaint.

Complaints filed with the Interpreter Commission should be sent to:

Washington State Interpreter Commission
c/o Interpreter Commission Staff
Administrative Office of the Courts
PO Box 41170
Olympia, WA 98504-1170.

Or by contacting Robert W. Lichtenberg at 360-350-5373 by telephone or via email to Robert.Lichtenberg@courts.wa.gov

3. Interpreter Commission Complaint Review

- a. The Commission shall determine whether the complaint alleges facts that raise issues relating to the court's compliance with its LAP,

federal civil rights laws, chapters 2.42 and/or 2.43 RCW or court rules. This determination shall be made within 10 business days of receiving the complaint. The Commission may request additional information from the complainant if appropriate. If the Commission concludes that the complaint does not raise issues relating compliance with the LAP, Title VI of the Civil Rights Act, chapters 2.42 and/or 2.43 RCW, the matter will be closed and the complainant will be notified of the decision.

- b. If the Commission determines that the complaint may raise possible compliance issues, the complaint shall be sent to the court and a response requested. The Commission ordinarily will request the presiding judge of the court or their designee to respond within 30 days.
- c. If the response from the court establishes that the court is not out of compliance with respect to the matters raised in the complaint, the Commission will close the matter.

If the court's response does not clearly establish that it is operating in compliance with the matters raised by the complaint, the Commission may appoint a fact-finder to investigate the issues raised by the complaint and to report on the court's response, if necessary. The complaint, the court's response, and fact-finder's report, if any, shall be referred to the Commission for any further action deemed necessary by the Commission.

- d. The person making the complaint will be notified promptly regarding the conclusion of the Commission's review.

VIII. PUBLIC NOTIFICATION AND EVALUATION OF LAP

A. LAP Approval & Notification

[Name of court] LAP has been approved by the *[Presiding Judge, Court Administrator, Court Manager, and/or County Clerk]*, and a copy has been forwarded to Washington State Administrative Office of the Courts' Interpreter Program Coordinator. Any revisions to the Plan are to be submitted to the *[Presiding Judge, Court Administrator, Court Manager, and/or County Clerk]* for approval, and then forwarded to the Interpreter Program Coordinator. Copies of **[name of court]** LAP shall be provided upon request. In addition, the court shall post its LAP on its own website at: **[Insert court's URL]**

B. Outreach and Communication of Plan

The **[name of court]** shall inform the public of the existence of the LAP and to

this end, the court will: *[check all that apply or delete those that are not relevant to your court]*:

- ☐ Collaborate with local bar associations, justice partners and other relevant organizations to ensure distribution of information.
- ☐ Translate vital outreach materials into the following languages:
 - *[Insert languages with high diffusion in the court's area to which vital documents and materials will be translated]*.
- ☐ Use ethnic media outlets (print, audio, TV, and digital media) to communicate regarding their language access policies and administrative policies. The court has identified the following ethnic media outlets with whom it will collaborate:
 - *[Insert local, regional and or statewide media outlets]*.
- ☐ Establish mechanisms for obtaining feedback from the public, attorneys and justice partners regarding the implementation and effectiveness of the administrative protocol and take this feedback into account at the yearly evaluation of the protocol.
- ☐ Other:

C. Annual Evaluation of the LAP

Considerations for Approval

RCW 2.43.090 (1)(g)

Does the LAP:

- Identify a process for ongoing plan evaluation and updating.
- Identify a process for monitoring implementation.
- Include the frequency of review, who is responsible for the review, and how the evaluation will incorporate stakeholder feedback. (optional)
- Include a process to assess utilization of interpreter services, including reports. (optional)

[Name of court] will conduct an annual needs assessment to determine whether changes to the LAP are needed. To this end, the court will continue to communicate on an ongoing basis with stakeholders, including LEP and D/HH/DB persons, attorneys, and the public in the following manner(s):

- *[Fill in the method for notifying stakeholders of protocol for needs assessment]*.

This assessment will be done by reviewing various areas in which the court provides language access services, taking into consideration, at a minimum, the number of interpreters requested by language in the courts and the identification of emerging changes in the languages spoken or signed within the court's local population as identified by any informational means or by other methods. Elements of the assessment evaluation shall include *[check all that apply or*

delete those that are not relevant to your court]:

- ☐ Number of LEP or D/HH/DB persons requesting court interpreters;
- ☐ Assessment of current language needs to determine if additional services or translated materials should be provided;
- ☐ Assessing whether staff members adequately understand LAP policies and procedures and how to carry them out; and
- ☐ Gathering feedback from LEP, deaf and hearing impaired communities around the state.
- ☐ Identification of challenges or trends your court is experiencing with providing language access services.
- ☐ Other *[describe other assessments]*

Any revisions made to the Plan will be communicated to all court personnel, and an updated version of the plan will be posted on the court's web site. In addition, the ***[Name of court]*** will submit to the AOC a copy of any updated information contained in this LAP within 60 days of its approval by ***[Name of court or designated authority here]***.

D. Ideas for Future Improvements in Language Access [Optional]

[Name of court] will review the results of its annual needs assessment and conduct the following activities *[Check all that apply]*:

- ☐ Identify any challenges or trends your court is experiencing with providing language access services, sourcing of interpreters, document translation tasks, and website information that is accessible to LEP and D/HH/DB individuals.
- ☐ Engage in collaborative efforts with other courts to improve and coordinate interpreter scheduling where interpreter resources are shared.
- ☐ Identify and implement changes or improvements identified by your court to improve language access services that are within the scope of this LAP
- ☐ Other:

LAP Contact Person

State Contact:

Robert Lichtenberg
AOC Interpreter Program
1206 Quince Street SE
PO Box 41170
Olympia, WA 98504-1170

Local Contact:

[Insert Local Contact Information]

Robert.Lichtenberg@courts.wa.gov
(360) 350-5373

The effective date of this LAP plan is _____.