



A member of Ascentria Care Alliance

## PROCEDURAL GUIDELINES FOR INTERPRETERS

The Language Bank of Ascentria Care Alliance was created in 2001 to improve communication access to medical, legal and social service facilities by providing a high quality, comprehensive, sustainable language interpretation service. Our goal is to allow persons who are limited in their proficiency with English and staff at the aforementioned facilities to communicate without linguistic barriers.

The Language Bank helps service providers comply with the obligations, terms and conditions set forth in The National Culturally and Linguistically Appropriate Services in Health Care Standards (by the U.S. Department of Health and Human Services) and Title VI of the Civil Rights Act of 1964, which states:

**“No person in the United States shall, on 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.”**

Ascentria Care Alliance has Policies and Procedures which apply to all employees, and specific Procedural Guidelines for each department. The following Procedural Guidelines are specific to, and describe how Interpreters are to operate while acting as agents of, The Language Bank.

Note: Hereinafter the term “Client” is used to represent both an individual client and any duly appointed representative of a client. The term “L.E.P.,” standing in for a person with “Limited English Proficiency,” is used to denote any person or persons making use of services provided by a Client.

Severability: If any part of these guidelines are held to be unenforceable, all other portions shall remain in full effect.

<b>GUIDELINE:</b> Interpreter Responsibilities
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Interpreters are responsible for and required to enable accurate and complete communication between the Client and the L.E.P. and/or any other party involved in the communication. Interpreters are required to interpret all information spoken by the Client and the L.E.P. and/or any other party involved in the session. Interpreters must always use the first person when interpreting. Interpreters are not advocates and are expressly forbidden to give their own opinions. Interpreters are also responsible for assisting the L.E.P in filling out any paperwork required by the medical institution prior or after an appointment (interpreters should only sight-translate the forms and not fill out these forms on behalf of the L.E.P)

## I.        PRE-SESSION EXPLANATIONS

The Client:

- Interpreters should introduce themselves to the Client prior to the interpretation session. This should be done in the hallway, outside of the exam room, and before the Client enters the room. At this time, the Interpreter should briefly explain the role of an interpreter and ask if the Client has any questions regarding interpretation before starting the session. The same elements that were mentioned to the L.E.P should be mentioned to the Client/Main provider

The L.E.P.:

- Interpreters should introduce themselves to the L.E.P. prior to the interpretation session. At this time, the Interpreter should explain the role of an interpreter and ask if the L.E.P. has any questions regarding the Interpreter's role before starting the session.
- As part of the initial explanations the interpreter should explain that:
  - Interpreters are bound by confidentiality.
  - Everything the L.E.P. says (or any other person in the room says) will be interpreted to the Client.
  - The Interpreter will use the first person.
  - The L.E.P should look and speak directly to the Client.
  - The L.E.P should make frequent pauses so that the Interpreter can accurately interpret. The Interpreter will signal when they need the L.E.P. to pause so that the Interpreter can accurately express what has already been said.

## II.        ACCURACY

- Interpreters must interpret the exact meaning of what is being said without adding, omitting or distorting anything.
- Interpreters should endeavor to be *transparent* in their work and must always inform both the Client *and* the L.E.P. when the interpreter takes the time to ask for clarification or repetition from either party.
- Interpreters must double check the meanings of the Client's or Patron's/Patient's (medical or legal) words if they are unclear to the interpreter.

### III. IMPARTIALITY

- Interpreters must remain impartial and may not side with any parties or individuals involved in the interaction. Interpreters must always strive to keep facial expressions and other body language neutral.
- When interpreters are uncomfortable with the content of the interpretation (profanity, offensive remarks, etc.), they must remember that their primary duty is to interpret faithfully and remain neutral.
- Interpreters must not give advice, personal opinions, or counseling at any time. Interpreters should always refer a Patient's/Patron's questions back to the Client **and vice versa**.
- Interpreters must never ask personal questions **to anyone** at any time during the appointment unless such is a direct interpretation between other parties.
- An Interpreter must never be alone with an L.E.P. even if family members are accompanying the L.E.P. If a Client leaves an examination room, the Interpreter must also leave said examination room. The Interpreter must never carry on a conversation with the L.E.P. without interpreting for the Client.
- Whenever possible Interpreters should position themselves next to and slightly behind the L.E.P. so that the interpreted conversation takes place between the Client and the L.E.P., not between the Client and the Interpreter. Keeping in mind the nature of the sessions and the size of the exam room, the interpreter should look for the most appropriate place to position himself/herself as not to interfere with the flow of communication or the duties of the Client.

### IV. REMINDER CALLS

- The Interpreter is responsible for calling the L.E.P. two business days before a given appointment. If an appointment is on a Monday, the Interpreter should call the L.E.P. the preceding Thursday.
- The Interpreter must not give his/her personal phone number and/or home address to the Client or the L.E.P.
- When using a private phone the Interpreter must dial \*67 before entering the L.E.P.'s number. This will ensure that the L.E.P. cannot see the Interpreter's private number via caller I.D.
- If the L.E.P. (or the L.E.P.'s legal guardian or parent, if the L.E.P. is a minor) answers the phone the Interpreter must provide full information regarding the appointment—date, time, place, etc.

- If the Interpreter’s call is answered by a machine or a party other than the L.E.P. or their legal guardian (or, in the case of a L.E.P. minor, a parent), the Interpreter must only provide the date and time of the appointment. This requirement is based on H.I.P.P.A. laws and regulations.
- If the appointment’s Verification Form states “leave full message,” the Interpreter may provide full information about the appointment regardless of who picks up the phone.
- The Interpreter should immediately call The Language Bank if:
  - The L.E.P. or their rightful representative tells the Interpreter that the L.E.P. will not attend the appointment.
  - The L.E.P. or their rightful representative tells the Interpreter that the L.E.P. does not want the Interpreter to attend the appointment.
  - The L.E.P.’s listed phone number is incorrect or no longer in service.
  - The L.E.P.’s listed phone number does not accept unlisted calls (in which case The Language Bank will arrange a three-way call to ensure the privacy of the Interpreter’s phone remains intact.).

Please remember that Interpreters should ask about follow-up appointments and whether an interpreter will be needed in the future. If an interpreter will be needed, the Interpreter should tell the Client to contact The Language Bank.

<b>GUIDELINE:</b> Timeliness of Interpreters
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Interpreters are expected to arrive at appointments at least 5 minutes before they are scheduled to begin. Interpreters will be compensated for this time if the appointment exceeds the minimum allowable. When traveling to a new location, Interpreters should allot adequate time to find the office/location, parking, etc.

If the Interpreter will be late due to an unforeseen circumstance, even if only by 1 minute, the Interpreter must notify The Language Bank by calling 603-410-6183 so that the Language Bank can inform the Client regarding the situation. If an interpreter reaches a total of three (3) instances of inexcusable tardiness within a 30 day period; a warning and/or corrective action will be issued in accordance with pertinent Ascentria and The Language Bank policies.

<b>GUIDELINE:</b> Interpreter Dress Code
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At all appointments, the Interpreter represents The Language Bank and Ascentria Care Alliance. In addition, The Language Bank’s interpreters are professionals and will be working closely with other professionals (doctors, nurses, judges, lawyers, etc.). Therefore, it is important that the Interpreter always maintain a professional appearance by following a Business Casual Dress Code.

The following items are never appropriate:

- Sportswear
- Shorts
- Jeans of any color
- Sneakers
- Low-cut clothing
- T-Shirts
- **Tank tops or Halter tops**
- **Flip-flops**

Interpreters must not wear colognes or perfumes.

Interpreters must always wear their Language Bank badge in a prominent and visible location while performing duties for the Language Bank.

<b>GUIDELINE:</b> Electronic Devices
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The Interpreter is encouraged to have a mobile communications device. There are times when it is of utmost importance for The Language Bank to be able to reach the Interpreter.

While the Interpreter provides services, all electronic devices, including, but not limited to: cell phones, Blackberries, laptops, I-phones, tablets and Smart phones should be turned off. Under no circumstances should the Interpreter answer his/her cell phone, check his/her messages, or make personal calls/send messages while interpreting for a Client or a L.E.P., or during an examination/proceeding.

The Interpreter should check his/her messages as soon as possible after an appointment.

<b>GUIDELINE:</b> Safety
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In addition to the Ascentria Care Alliance Safety Procedures, the Interpreter is expected to comply with the following: the Interpreter must only meet with the L.E.P. when a Client is present in the room. The Interpreter must avoid being alone with a Patron's/Patient's children or family members. If the Client leaves a room, the Interpreter must step into the hallway until the Client returns.

If appointments are held in a private residence, the Interpreter must not enter the residence unless in the presence of a Client. The Interpreter should arrange for a safe place to meet with the Client prior to the appointment. The Interpreter should enter and leave with Client.

Remember: The Interpreter must not give his/her personal phone number and/or home address to the Client or the L.E.P.

The Interpreter should learn the safety procedures of facilities in which he/she works, including the locations of easily accessible exits.

<b>GUIDELINE:</b> Emergencies/Inclement Weather
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In case of an emergency, incident, or accident on the way to an appointment, while at an appointment, or while on the way home from an appointment, call 911 if it is necessary. The Interpreter must contact The Language Bank by telephone as soon as possible, and within 24 hours of said emergency, incident, or accident. Outside of normal business hours, the Interpreter should call The Language Bank number at 410-6183. Be sure to tell the answering service there is an emergency and that you need to speak with someone at The Language Bank immediately.

During times of inclement weather (such as snow, etc.), the Interpreter should ensure that he/she allows an adequate amount of time to get to appointments. If an appointment is canceled due to inclement weather, The Language Bank will notify the Interpreter as soon as possible. Interpreters should call The Language Bank to report that they cannot attend an appointment if travel conditions are unduly hazardous.

<b>GUIDELINE:</b> Staff Meetings
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The Language Bank will periodically hold staff meetings.

All employees of The Language Bank are expected to attend staff meetings and will be paid for their time.

In the event that the Interpreter is not able to attend, the Interpreter is encouraged to call The Language Bank to obtain alternative meeting dates or a way to obtain the information shared at the staff meeting.

<b>GUIDELINE:</b> Quality Assurance
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The Language Bank evaluates the performance of interpreters on a regular basis. The Interpreter's overall skills in the field and compliance with the Language Bank's Procedural Guidelines are the two areas of performance that will be measured.

The Interpreter's performance will be measured via:

- Client Satisfaction Surveys
- Conversations with Clients
- An annual performance review
- Announced or unannounced visitation/observation at appointments by a Quality Assurance staff member.

<b>GUIDELINE:</b> Continuing Education for Interpreters
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The Language Bank highly recommends that the Interpreter attend appropriate continuing education workshops/trainings. Copies of certificates of attendance should be filed with The Language Bank.

The Language Bank will compensate the Interpreter for in-house trainings.

<b>GUIDELINE:</b> Scheduling
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All interpreters work on an “as needed” basis in response to Client requests for interpretation services to/from specific languages. The Language Bank cannot guarantee hours.

With the exception of emergency requests, schedulers are trained to be equitable in their assignment of interpreters. In the case of an emergency request, multiple interpreters will be emailed, and the first to respond will receive the assignment. The Interpreter always has the right to refuse appointments.

If the Interpreter will be unavailable for a known period of time, or will be away from the geographic area, the Interpreter should update their availability in the database. The Interpreter must contact The Language Bank by phone or e-mail at least two (2) weeks prior to the vacation/unavailable time or as soon as the interpreters knows about any change to his/her availability.

If the Interpreter is offered at least one appointment in a three month period, and if the Interpreter does not accept and complete at least one appointment in the same three month period, the Language Bank reserves the option to terminate the Interpreter’s employment.

<b>GUIDELINE:</b> Verification Forms
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All interpreters must maintain a supply of blank Verification Forms. Interpreters will generally receive a Verification Form made specifically for an appointment from The Language Bank. If the Interpreter does not receive a Verification Form from The Language Bank for a specific appointment, the Interpreter must complete a blank form and bring it with him/her to the appointment.

All of the appropriate information on the Verification Form must be filled in before returning it to The Language Bank. This includes the ID#, starting time, ending time, total time, billing address, etc. Completed Verification Forms must be presented to the Client for signing.

**\*\*The Client, not the Interpreter, must fill in the departure time.\*\***

Immediately following the end of the appointment, the Interpreter should enter the beginning and end times of the appointment into the database. Failure to enter hours within the pertinent pay period may lead to disciplinary action.

Hours worked must be entered into the database within 48 hours after completion of the pertinent appointment. Verification Forms must also be faxed/uploaded to The Language Bank within the same 48 hours or, if sent by regular mail, received by The Language Bank within 5 business days of the completion of the assignment.

**Please note that some Clients may refuse to provide the Interpreter with electronic signatures (e.g., they will not sign a mobile device) or accept faxed Verification Forms. It is the Interpreter's duty to maintain a supply of blank Verification Forms for use in such circumstances. The Interpreter may visit The Language Bank's main office in Manchester to obtain such blank copies necessary.**

Failure to enter hours worked as described above three times within a 6 pay period span of time may result in a warning and/or disciplinary action. Such disciplinary action may include, but is not limited to, being taken out of the rotation of active interpreters for a period of one (1) week.

If a Client has a problem with the Verification Form and/or refuses to sign it, the Interpreter must inform The Language Bank as soon as possible and make a note in the Comments section of the Verification Form.

<b>GUIDELINE:</b>	<b>Back-to-back Appointments</b>
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Back-to-back appointments are defined as more than 1 appointment occurring within a two-hour period for the same Client, within the same city/town, regardless of location. This rule does not apply if the Interpreter travels from one city/town to another city/town on behalf the same Client.

When back-to-back appointments for one Client occur in different locations, The Language Bank will pay the Interpreter the 2-hour minimum hours plus any time that the Interpreter works beyond the 2 hours. The Language Bank will also reimburse the Interpreter for the mileage between locations. The Interpreter must keep track of the mileage between locations and must submit the additional mileage prior to the 2<sup>nd</sup> day of the month following the appointment.

Documentation of back-to-back appointments with additional mileage should be in the following format:

Date	Client (Location)	Start Time—End Time	
Date	Client (2nd Location)	Start Time—End Time	+ (mileage)

If the Interpreter has accepted an appointment for a Client, and at a later date, the Client adds another appointment which creates back-to-back appointments, The Language Bank reserves the right to reassign both appointments to another interpreter if the original Interpreter declines to take on both appointments.

If the Interpreter has any questions about having two Verification Forms and whether back-to-back appointments represent one assignment or two, he/she should call The Language Bank and ask to speak with an administrator.



<b>GUIDELINE:</b> Appointment Cancellations
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When an appointment is canceled with less than 24-hours' notice, The Language Bank will make reasonable efforts to schedule the Interpreter for a different appointment within the same timeframe. Replacement appointments may not be scheduled for the same time as canceled appointments, though the times may overlap. If The Language Bank is unable to replace a canceled appointment, The Language Bank will pay the Interpreter for the minimum 2 hours of work.

If The Language Bank offers to schedule the Interpreter for a replacement appointment slated to begin within 2 hours of the canceled appointment and the Interpreter declines the offer for reasons which are not medical in nature or due to a conflict of interest The Language Bank reserves the right to not pay the Interpreter for the canceled appointment. The Language Bank will make reasonable efforts to notify interpreters regarding cancellations as quickly as possible.

24 hours' notice is determined by the time of the scheduled appointment and when the Language Bank is notified of the cancellation, not when the Interpreter is notified about the cancellation.

Monday appointments canceled on Friday do not qualify as having less than 24 hours' notice.

<b>GUIDELINE:</b> Canceled Back-to-back Appointments
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When one appointment of a back-to-back appointment is canceled, the remaining appointment will be considered to have replaced the cancelled appointment. The Language Bank will pay the Interpreter the 2-hour minimum plus any time that the Interpreter works beyond 2 hours.

<b>GUIDELINE:</b> Travel and Related Costs
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Travel costs within a 20 mile radius of the Interpreter's home (40 miles round trip) to/from appointments are the responsibility of the Interpreter.

The Interpreters will be reimbursed at the current Ascentria Care Alliance reimbursement rate for mileage greater than 40 miles round trip when traveling to and from an appointment. Tolls will be reimbursed at the EZPASS rate and require a highlighted EZPASS billing statement.

Parking costs will likewise be reimbursed provided the Interpreter provides a dated receipt for same. Expense reimbursement requests must be submitted by the 2<sup>nd</sup> day of the month following the date of accrual.

Mileage to and from an appointment will be calculated by the database using Google Maps. The e-mail accompanying the Verification Form as part of an appointment assignment will include the amount of mileage reimbursement, if any.

The Language Bank is not responsible for reimbursing traffic violations, as well as additional travel expenses due to route choice, inclement weather, traffic jams and/or road closures.

<b>GUIDELINE:</b> Contracts and Non-Compete Clauses
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The Interpreter is barred from providing any interpretation or translation services to any Client outside of the Interpreter's work for The Language Bank during the course of the Interpreter's employment by The Language Bank. This bar remains in place for a period of one year following the termination of the Interpreter's employment with The Language Bank.

The Interpreter must sign a non-compete agreement (addendum) to this effect before starting employment with The Language Bank.

Violation of this guideline will result in termination.

<b>GUIDELINE:</b> Confidentiality
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The Interpreter is bound by the privacy/confidentiality rules of HIPAA and the Medical Interpreter's Code of Ethics. The Interpreter will not share any information to any party (including family, friends and other Clients) without the written consent of the relevant L.E.P. Verification Forms are to be kept in a safe location where a third party cannot gain access to them. All information learned during an appointment must not be shared with anyone. The Interpreter will sign a *Statement of Confidentiality* form before starting employment with The Language Bank.

Should the Interpreter be involved in legal proceedings, the Interpreter is bound by any and all pertinent confidentiality rules.

Violation of this guideline will result in termination.

<b>GUIDELINE:</b> Use of The Language Bank Business Cards, Letterhead, etc.
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The use of The Language Bank's materials including, but not limited to, business cards, letterhead, ID Badges or other like items for personal business is strictly forbidden.

<b>GUIDELINE:</b> Database Instructions
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The Interpreter will receive a user name, password and link to The Language Bank database. The Interpreter's user name and password are not case sensitive. As soon as the Interpreter logs onto the database, they should change their password. If the Interpreter forgets their password, inform The Language Bank so that the password may be reset. If The Interpreter accesses the database via a public computer, the Interpreter must sign out at the end of their session.

When the Interpreter accesses the database they will start on a screen marked 'today's calendar.' If the Interpreter has any appointments scheduled for a given day they will appear on 'today's calendar.' The Interpreter can also change the dates displayed by clicking on 'dates' on the small calendar on the right.

Next to the small calendar on the right are 3 links: 'Assignments,' 'Time Sheet' and 'Mileage'

All of the Interpreter's appointments in a given week are displayed on the 'Assignments' page. Enter the Start and End times of appointments as they appear on the pertinent Verification Forms. The Interpreter must use military time when entering hours worked (e.g., 1:00pm should be entered as 13:00.). Note: When entering time, enter numerals only. The database will automatically insert the colons [:]. To correct a mistake, bring the cursor/mouse to the end of the relevant field and use the backspace key to delete the faulty entry.

The 'Assignments' page also displays reimbursable travel, if any, next to each appointment shown. The database will calculate payable hours as soon as the Interpreter enters the times and saves the page.

On the 'My Assignments' page, there is a field for tolls/parking next to each appointment. Be careful to enter such expenses for the correct appointment. Remember that the Interpreter must submit copies of toll/parking receipts in order to secure reimbursement.

After entering the actual start and end times and tolls/parking (if any) for each appointment, press the "Save" button. If the page is closed before saving, all information entered will be deleted and must be reentered.

To check reimbursable mileage, visit the 'Mileage' page. The 'Mileage' page displays all appointments in a given month, as well as the reimbursable mileage, if any, next to each. The Language Bank reserves the right to change the mileage listed if the database provides the wrong mileage calculation. This may occur if an address is inaccurate.

The 'My Timesheet' page displays all of the approved hours the Interpreter will be paid, listed by appointment. Please note that The Language Bank office staff must approve completed appointments before they will show up on the 'Timesheet' page.

## ACKNOWLEDGEMENT and SUMMARY

I acknowledge that I have thoroughly read THE LANGUAGE BANK PROCEDURAL GUIDELINES FOR INTERPRETERS.

I acknowledge that I have been given ample time to ask questions and clarify any and all areas of THE LANGUAGE BANK PROCEDURAL GUIDELINES FOR INTERPRETERS.

I acknowledge that I am responsible for following all of the guidelines listed in THE LANGUAGE BANK PROCEDURAL GUIDELINES FOR INTERPRETERS.

- ☐ I will make reminder calls 2 business days prior to an appointment and always dial \*67.
- ☐ I will manage my time to ensure I arrive at appointments 5 minutes before their scheduled starting time.
- ☐ I will call The Language Bank at 603-410-6183 anytime I am running late for an appointment, even if I am one (1) minute late or if I have a personal emergency and I cannot make it to the appointment.
- ☐ I will conduct a Pre-Session briefing with the Client and L.E.P. as the first part of every appointment.
- ☐ I will remain impartial at all times by leaving a room when the Client leaves the room. I will never be alone with the L.E.P.
- ☐ I will never counsel the L.E.P. or provide my personal opinion to anyone.
- ☐ I will always maintain confidentiality.
- ☐ I will turn off my personal communications devices during all appointments.
- ☐ I will send my Verification Forms and enter my hours in the database within 48 hours of completing each assignment.
- ☐ I will follow the Code of Ethics for Medical/Legal Interpreters at all times.

Failure to follow any of the above statements or any other guidelines listed on the Procedural Guidelines for Interpreters may result in a disciplinary action or termination of employment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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Printed Name