

Linguistic and Cultural Competency Guidelines

The State of Illinois Linguistic and Cultural Competency Guidelines (LCC Guidelines) were developed as a mechanism for improving language and cultural accessibility and sensitivity in State-funded direct human services delivered by human service organizations that receive grants and contracts to serve the residents of the State of Illinois.

Linguistic and Cultural Competency Mandate: The Illinois Department of Human Services (the Agency) agrees to comply with the Constitution of the United States, Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, ADA Amendments Act of 2008, Illinois Human Rights Act, the 1970 Constitution of the State and any laws, regulations or orders, Federal or State, which prohibit discrimination on the grounds of race, sex, color, religion, national origin, age, ancestry, marital status, disability, or the inability to speak or comprehend the English language. The Agency will assure native language/interpreter services to the extent possible, when serving Limited English Proficient clients.

Vendor Goal: This Request for Proposal includes a goal of improving access to culturally competent programs, services, and activities for Limited English Proficient (LEP) customers, persons who are hard of hearing or deaf, and persons with low literacy (the Goal). Vendors that meet the Vendor Parameters are asked to provide a plan meet the Goal, including a description of the customer base served by the Vendor, model used to deliver services, and their ability to implement the LCC Guidelines contained herein. The plan should explain how the Vendor is able to meet the needs of LEP and hearing-impaired customers, either through direct assistance, use of a private interpretation services or use of State-funded interpretation programs. Vendors are asked to explain how they will strive to meet the provisions of the LCC Guidelines with immediate and/or long-term strategies for improving their language and cultural competence. It is incumbent upon the Vendor to provide data-driven rationale for its approach to its LCC Plan.

Following are guidelines for the Vendor response in the Linguistic and Cultural Competency Plan (LCC Plan). A format for the LCC Plan is included in this section. The Vendor should include any additional information that will add clarity to the Vendor's proposed plan to provide access to services for LEP customers. The LCC Plan must demonstrate that the Vendor has the capability to assist LEP customers or has made good faith efforts to do so.

If applicable, the LCC Plan should include any executed agreements specifying the terms and conditions of the relationship between the Vendor and any entity that would provide language access support to programs, services, and activities to meet the Goal. The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, or providing further documentation. Failure to cooperate may render the proposal non-responsive.

Vendor Parameters: All Agency purchase of care and/or grant requests for proposals for direct human services that exceed \$250,000 will include the LCC Guidelines. Vendors that seek to provide direct human services to individuals or families in the State of Illinois must submit a response to the LCC Guidelines that demonstrates the Vendor's ability to provide language access and cultural competence to its customers or a good faith effort to provide access to services, programs, and

activities for LEP customers. This response must include a plan to provide access to all human services, programs, and activities for LEP customers, hearing impaired, and low literacy customers.

Definitions:

- **Cultural Competence:** Cultural Competence is a set of behaviors, attitudes, and policies in a system, agency or among professionals that affect cross-cultural work. Cultural competence is a developmental process that evolves over an extended period. Both individuals and organizations are at various levels of awareness, knowledge and skills along the cultural competence continuum (adapted from Cross et al., 1989).
- **Cultural Competence:** (Individual Level) At the individual level, this means acquisition of the values, knowledge, skills and attributes that will allow an individual to work appropriately in cross-cultural situations.
- **Cultural Competence:** (Organizational Level) At the organization level, this means systems and organizations sanction, and in some cases mandate the incorporation of cultural knowledge into policymaking, infrastructure and practice. An example regarding limited English proficiency would include: Written materials are translated, adapted, and and/or provided in alternative formats based on needs and preferences of the populations served. Interpretation and translation services comply with all relevant Federal, State and local mandates governing language access and consumers are engaged in evaluation of language access and other communication to ensure for quality and satisfaction.
- **Language Access:** Provision of language assistance services, including bilingual personnel and interpreter services, at no cost to each LEP customer, at key points of contact, in a timely manner. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin including actions that *delay, deny, or provide different* quality services to a particular individual or group of individuals.
- **Meaningful Access:** Subcontractors/Vendors, especially entities with a customer base that is more than five percent (5%) LEP, are required to take reasonable steps to ensure meaningful access to their services and programs by LEP persons. Compliance involves the balancing of four factors: 1) the number and proportion of eligible LEP customers, 2) the frequency of contact, 3) the importance or impact of the contact upon the lives of the person(s) served, and 4) the resources available to the organization. The organization will collect data on primary spoken language and, as appropriate, develop a plan to meet the needs of LEP customers.¹

Vendor Assurance: The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. The Vendor shall also adhere to the principle of providing “meaningful access” to all LEP customers that the agency provides services to, in the performance of this contract. The Vendor ensures accountability of subcontractors and vendors by measurable objectives and performance monitoring at regular intervals for individuals from LEP and diverse cultural groups. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Good Faith Effort: If the Vendor is not able to provide access to its services, programs, and activities to LEP customers, hard of hearing or deaf customers, and/or individuals with low literacy levels, the

Vendor must document in the LCC Plan any good faith efforts undertaken by the Vendor in order to provide such access. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.

- 1) The following is a list of types of actions that the Agency will consider as evidence of the Vendor's good faith efforts to meet the Goal. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases.
 - a) Soliciting through all reasonable and available means the services of a subcontractor to provide interpretation, translation services, or other services (LCC Vendor) that will assist the Vendor in meeting the goals of the LCC Guidelines. The Vendor must solicit these services within sufficient time to allow interested LCC Vendors to respond to the solicitation. A Vendor using good business judgment will consider a number of factors in negotiating with LCC Vendors and will take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using LCC Vendors is not by itself sufficient reason for a Vendor's failure to meet the Goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from LCC Vendors if the price difference is excessive or unreasonable.
 - b) Effectively using the services of available minority community organizations; minority vendors' groups; local, State, and federal minority business offices; and other organizations that provide assistance in meeting the Goal.
 - c) Establishing clear and achievable long-term goals and strategies for improving the Vendor's language and cultural competence. The long term goals and strategies must include measurable goals and outcomes, timelines for implementation, and other evidence that the Vendor is working towards meeting the Goal.
 - d) Establishing requirements for specific language skills in job descriptions and remuneration for language skills.

- 2) If the Agency determines that the Vendor has made good faith efforts to meet the Goal, the Agency will award the contract provided that the Vendor is otherwise eligible for the award. If the Agency determines that the Vendor has not made good faith efforts, the Agency will notify the Vendor of that preliminary determination. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the Vendor could take. The Vendor shall have fifteen (15) business days to make the suggested good faith efforts and any other additional good faith efforts to meet the Goal. The Vendor shall report the additional final good faith efforts made in the time allotted. All additional efforts taken by the Vendor will be considered. If the Agency determines that additional good faith efforts have not been made, or were not sufficient to remedy the Vendor's previous lack of good faith efforts, it will notify the Vendor in writing of the reasons for its determination within fifteen (15) business days of receipt of the final LCC Plan.

Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the LCC Plan. After approval of the LCC Plan and award of the contract, the LCC Plan becomes part of the contract. If the Vendor did not succeed in achieving the Goal, and the LCC Plan was approved and the contract awarded based upon a determination of good faith, any longer-term goals and strategies for improving their language and cultural competence shall become the contract Goal.

- 1) The LCC Plan may not be amended without the Agency's prior written approval. The Vendor must ensure that any amendments to the LCC Plan do not result in a reduction in access to programs, services, and activities for LEP customers.
- 2) The Vendor may not make changes to its contractual agreements with LCC Vendors without prior written notice to the Agency.
- 3) The Vendor shall maintain a record of all relevant data with respect to the access to services by LEP customers for a period of at least (5) five years after the completion of the contract. Full access to these records shall be granted by the Vendor upon forty-eight (48) hours' written demand by the Agency to any duly authorized representative. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor.
- 4) The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or with its contractual commitments as contained in the LCC Plan, its failure to cooperate in providing information regarding its compliance with these provisions or its LCC Plan, or the provision of false or misleading information or statements concerning compliance, customer base, good faith efforts, or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 5) The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its LCC Plan.

LINGUISTIC AND CULTURAL COMPETENCE PLAN

_____ (the Vendor) submits the following Linguistic and Cultural Competence Plan (LCC Plan) as part of our proposal in accordance with the requirements of the Linguistic and Cultural Competence Guidelines section of the solicitation for _____. We understand that compliance with this section is an essential part of this contract and that the LCC Plan will become a part of the contract, if awarded.

_____ (the Vendor) makes the following assurance and agrees to include the assurance in any agreements made to fulfill this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. We shall also adhere to the principle of providing “meaningful access” to all Limited English Proficient (LEP), hard of hearing or deaf, and low literacy customers that the Agency provides services to, in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Representative of Vendor Responsible for Compliance:

Name:

Title:

Telephone: _____ extension: _____

Email:

We submit one (1) of the following statements:

___ We attach Section 1 to demonstrate our LCC Plan meets the Goal of improving access to services, programs, and activities for LEP, hard of hearing or deaf, and low literacy customers of the State.

___ We attach Section 1 to detail that we do not fully meet the Goal. We also attach Section 2, Demonstration of Good Faith Efforts.

LINGUISTIC AND CULTURAL COMPETENCY GUIDELINE	OUTCOMES
<p>1. Organizations should have a linguistic and cultural competence plan for the funded program(s) or for the organization as a whole that includes clear goals, outcomes, policies and/or procedures related to the provision of culturally and linguistically appropriate services.</p>	<ol style="list-style-type: none"> 1. The plan addresses in a meaningful way the guidelines in this document and is consistent with the organization’s mission. 2. The plan has defined short-term and long-term goals and outcomes that incrementally improve services to LEP individuals, persons who are hard of hearing or deaf, and persons with low literacy. 3. There is an Identifiable staff member responsible for overseeing its implementation. 4. The plan is data driven, based on analysis of verifiable demographic and service data. 5. The data includes the consumers’ self-identified primary spoken language, race, and ethnicity. 6. The plan assesses new and emerging community/population needs.
<p>2. Organizations should implement strategies to recruit, retain, and promote at all levels, diverse personnel and leadership that are representative of the demographic characteristics of the service area.</p>	<ol style="list-style-type: none"> 1. Demonstrated hiring, retention and promotion of staff of racial/ethnic backgrounds representative of target population served. 2. Personnel at different levels receive ongoing education and training in culturally and linguistically service delivery. 3. Establish requirements for specific language skills in job descriptions and remuneration for language skills.
<p>3. Organizations should collect customer data to ensure that every effort is made to provide consumers with effective, understandable, and respectful services, provided in the consumer’s preferred language and in a manner sensitive to cultural beliefs and practices.</p>	<ol style="list-style-type: none"> 1. The data assesses new and emerging community/population needs. 2. The data includes the consumers’ self-identified primary spoken language, race, and ethnicity. 3. Organizations track consumer satisfaction with language access services and organizational sensitivity to consumer culture.

<p>4. Organizations shall provide hearing impaired and language assistance services, including bilingual personnel and interpreter services, at no cost to each consumer with limited English proficiency, or those who are hard of hearing or deaf, at key points of contact, in a timely manner that facilitates maximum access to services.</p>	<ol style="list-style-type: none"> 1. Evidence that appropriate interpretation services are provided to the LEP, hard of hearing, or deaf consumers in a timely manner. 2. Language fluency is assessed to determine the level of competence of personnel and interpreters to provide language and/or American Sign Language services in their specific field of service. 3. Family, friends, or other untested individuals are not used to provide interpretation services.
<p>5. Organizations shall provide to consumers in their preferred language both verbal and written notices of their right to receive language assistance services that are culturally appropriate.</p>	<ol style="list-style-type: none"> 1. Easily understood consumer-related materials and visible notices posted in languages of commonly encountered groups represented in the service area. 2. Pertinent written, oral, and symbolic consumer materials (including consent forms, statement of rights forms, posters, signs, and audio tape recordings) are available in the language of the consumer and/or Braille and available at all key points of access. 3. Quality assurance measures in place to verify accuracy of translated documents.

Section 1

Linguistic and Cultural Competence Plan

This contract includes a goal of improving access to programs, services, and activities for LEP customers of the State of Illinois (Goal). Vendors are asked to provide a plan to serve LEP customers, including a description of the customer base served by the agency, model used to deliver services, and their ability to implement the LCC guidelines contained here. Vendors should include any additional information that will add clarity to the Vendor’s proposed plan to provide access to services for LEP customers. The LCC Plan should demonstrate that the Vendor has strategies in place to assist LEP, hard of hearing, and/or deaf customers and persons with limited literacy, or has made good faith efforts to do so.

1. Provide a general description of the linguistic and cultural competence plan for the funded program(s) or for the organization as a whole that includes clear goals, outcomes, policies and/or procedures related to the provision of culturally and linguistically appropriate services.

2. Describe the strategies used to recruit, retain, and promote at all levels, diverse personnel and leadership that are representative of the demographic characteristics of the service area. Provide a list of personnel positions and staff details (name, contact information) at different levels and across relevant disciplines who receive ongoing education and training in culturally and linguistically appropriate service delivery.

3. Describe the procedures that ensure that consumers receive effective, understandable, and respectful services, provided in the consumer's preferred language and in a manner sensitive to cultural beliefs and practices. Include description of data collection procedures.
4. Describe any language assistance services, including bilingual personnel and interpreter services, cost of services, point of accessing the service, and how the service is delivered.
5. Describe practices established to ensure consumers receive both verbal and written notices, in their preferred language, of their right to receive language assistance or American Sign Language services that are culturally appropriate. List any consumer-related materials and signage in languages of commonly encountered groups represented in the service area, including the languages in which the materials are available.

Section 2

Demonstration of Good Faith Efforts

If the Goal of improving access to services, programs, and activities for LEP, hard of hearing or deaf customers and persons with limited literacy is not achieved, the Good Faith checklist must be submitted with your proposal (or as otherwise specified by the Agency). **Failure to do so may result in a loss of points, putting your proposal at risk of being non-competitive.**

Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Vendor representative who is certifying on behalf of the Vendor that the Vendor has completed the activities described below. **If any of the items below were not completed, attach a detailed written explanation why each such item was not completed.** If any other efforts were made to improve access to services, programs, and activities for LEP, hard of hearing or deaf customers, and persons with limited literacy, in addition to the items listed below, attach a detailed written explanation.

___ Solicited through all reasonable and available means, the services of a Vendor to provide interpretation and/or translation services, or other services (LCC Vendor) that will assist the Vendor in meeting the goals of the LCC Guidelines.

___ Used the services of available minority community organizations; minority vendors' groups; local, State, and federal minority business offices; and other organizations that provide assistance in meeting the Goal.

___ Established clear and achievable long-term goals and strategies for improving language and cultural competence. The long-term goals and strategies include measurable goals and outcomes, timelines for implementation, and other evidence of working towards meeting the Goal.