



# EXODUS

## LENDING

## LANGUAGE ACCESS PLAN

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**Effective Date:** May 23, 2024 to December 31, 2024

**Review Cycle – Final Approver:** Annually, Reviewed by Staff and Approved by Board of Directors

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### OVERVIEW

Exodus Financial Services (“Exodus Lending”) works with financially excluded Minnesotans to advance economic justice through consumer lending, community organizing, and advocacy. Exodus Lending recognizes that meaningful language access is critical to people-centered loan servicing and is vital to cultivating trusting relationships and healing experiences for those harmed by systemic financial trauma.

Exodus Lending will never turn anyone away because they do not speak English. Furthermore, Exodus Lending will work to improve our capacity to provide meaningful access to individuals with limited English proficiency every year. In accordance with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act, this Language Access Plan will result in an approved policy which establishes guidelines for providing language accessible services to individuals that are limited English Proficient and/or Deaf or Hard of Hearing by December 2024.

### DEFINITIONS

- **Language access:** the rights of individuals with Limited English Proficiency (LEP) to receive meaningful access to federally funded state and Federal programs.
- **Limited English Proficient (LEP):** refers to individuals who do not speak English as their primary language and have a limited or no ability to read, speak, write, or understand English.
- **Primary language:** the language that an individual communicates most effectively in.
- **Interpretation:** the process of orally rendering a spoken or signed communication from one language into another language accurately and completely.
- **Interpreter:** qualified individual with training and experience with interpretation, who is a neutral third party, is experienced in interpretation techniques, specialized content areas and technical terminology and adheres to a code of ethics and confidentiality.
- **Translation:** involves conveying information in writing from one language to another (e.g. translating documents).
- **Vital documents or information:** materials that are essential to an individual’s ability to access services provided by the Exodus Lending, or are required by law. For the purposes of Exodus Lending’s services to prospective, current, or former participants, the following are deemed vital documents
  - Any and all program marketing or educational materials generated by Exodus Lending;

- Loan documents, including but not limited to: inquiry or referral forms, loan applications, notices of privacy policy, credit and ACH authorization forms, program agreements, and promissory notes.

### **LANGUAGE ACCESS LIAISON**

The Executive Director will act as the Language Access Liaison and will lead Exodus Lending's efforts to implement this plan into a Board-approved policy and then monitoring policy compliance.

### **STAFF COMPLIANCE**

Exodus Lending will initiate an offer for language assistance to constituents who have difficulty communicating in English. All personnel will inform members of the public that language assistance services are available free of charge to persons with LEP and that Exodus Lending will provide these services for all programs offered.

### **LANGUAGE ACCESS NEEDS**

Exodus Lending has identified that Spanish, Somali, and Hmong are the non-English languages predominantly spoken in our community. The analysis of the general population and population served by Exodus Lending revealed that we need to build immediate capacity to provide meaningful access in these languages. Exodus Lending will continue to assess the changing language needs in our community and be responsive and adapt as needed.

### **LANGUAGE ACCESS PROCEDURE**

#### *Determine Need for Language Assistance*

Staff at the initial point of contact will conduct an assessment for the need for language assistance. They will notify the individual of the right to an interpreter at no cost and note in the individuals' profile their primary language and that all subsequent contact will assess and utilize language assistance.

To assess the need for language assessment, staff will:

- Ask open ended questions, such as, "how may I be of assistance?"
- Identify the primary language of the LEP individual, and work to provide language assistance in the primary language of the individual.

To identify the language, staff may:

- Request the individual or companion identify the language of the LEP individual.
- Use third-party video remote or telephonic interpreters to identify the language.
- Request bilingual/multilingual staff or volunteers, if available, to identify the primary language.

#### *Language Services Provided*

Exodus Lending currently partners with Dialog One LLC to provide on-demand phone or video interpretation services. Dialog One LLC also provides written translation services as needed.

To obtain interpreters, staff use the following approaches:

- **Telephonic/video remote Interpreters:** Directly reach out to our third-party provider to initiate a conference call with the LEP individual, staff, and a qualified interpreter. This can be scheduled in advance or done on-demand.

- **In-person Interpreters:** Reach out to our third-party provider to schedule an in-person meeting with the LEP individual, staff, and a qualified interpreter. This must be scheduled in advance. Exodus Lending does not have a staff interpreter.

#### *Translation of Vital Documents*

Exodus Lending will work to make available all vital documents or information in the most frequently encountered language by December 2024. Exodus Lending will work with a vetted, qualified third-party translation service vendor/consultant to provide these documents and will maintain its current on-demand interpretation and translation services to ensure capacity to provide services in the translated languages. Until translation is completed, staff should use an interpreter to sight translate the document into the individual's primary language during the program intake and enrollment process.

#### **NOTICE OF LANGUAGE SERVICES**

Staff at the initial point of contact by email, text, phone, or in-person will notify individuals of their right to an interpreter at no cost. For those visiting our office space, signage will be placed in visible locations notifying individuals of the right to request an interpreter. Signage will be translated into the languages most frequently encountered by the organization. Similar language will also be posted to the most visible and visited pages of the organization's website.

#### **CHILDREN AS INTERPRETERS POLICY**

Child interpreters prohibited. Exodus Lending will not use minor children to interpret, in order to ensure accurate communication and confidentiality of sensitive financial or other personal information.

#### **INTERPRETER AND TRANSLATOR CODE OF ETHICS**

As outlined by the [National Association of Judiciary Interpreters & Translators, Code of Ethics and Professional Responsibilities](#), Exodus Lending is committed to upholding the following principles:

##### *Accuracy*

Source-language speech should be faithfully rendered into the target language by conserving all the elements of the original message while accommodating the syntactic and semantic patterns of the target language. The rendition should sound natural in the target language, and there should be no distortion of the original message through addition or omission, explanation or paraphrasing. All hedges, false starts and repetitions should be conveyed; also, English words mixed into the other language should be retained, as should culturally-bound terms which have no direct equivalent in English, or which may have more than one meaning. The register, style and tone of the source language should be conserved. Guessing should be avoided. Interpreters who do not hear or understand what a speaker has said should seek clarification. Interpreter errors should be corrected as soon as possible.

##### *Impartiality and Conflicts of Interest*

Interpreters and translators are to remain impartial and neutral in proceedings where they serve, and must maintain the appearance of impartiality and neutrality, avoiding unnecessary contact with the parties. Interpreters and translators shall abstain from comment on matters in which they serve. Any real

or potential conflict of interest shall be immediately disclosed to Language Access Liaison and all parties as soon as the interpreter or translator becomes aware of such conflict of interest.

#### *Confidentiality*

Privileged or confidential information acquired in the course of interpreting or preparing a translation shall not be disclosed by the interpreter without authorization.

#### *Limitations of Practice*

Interpreters and translators shall limit their participation in those matters in which they serve to interpreting and translating, and shall not give advice to the parties or otherwise engage in activities that can be construed as the practice of law.

#### *Protocol and Demeanor*

Interpreters shall conduct themselves in a manner consistent with the standards and protocol of the Exodus Lending, and shall perform their duties as unobtrusively as possible. Interpreters are to use the same grammatical person as the speaker. When it becomes necessary to assume a primary role in the communication, they must make it clear that they are speaking for themselves.

#### *Maintenance and Improvement of Skills and Knowledge*

Interpreters and translators shall strive to maintain and improve their interpreting and translation skills and knowledge.

#### *Accurate Representation of Credentials*

Interpreters and translators shall accurately represent their certifications, accreditations, training and pertinent experience.

#### *Impediments to Compliance*

Interpreters and translators shall bring to Language Access Liaison's attention any circumstance or condition that impedes full compliance with any Canon of this Code, including interpreter fatigue, inability to hear, or inadequate knowledge of specialized terminology, and must decline assignments under conditions that make such compliance patently impossible.

### **COMPLAINT PROCESS**

A complaint regarding the denial of language accessible services, or regarding the quality of language accessible services, including interpreters or translated materials, may be made in person, or in writing.

The complaint should specify the date, individuals involved, and the nature of the concern (i.e. the interpreter was summarizing, or an LEP individual was denied services because they did not bring their own interpreter). All complaints will be directed to the Language Access Liaison. The Language Access Liaison will notify the parties within 30 days upon receipt of the complaint of the outcome.

Staff will notify individuals of the complaint process. The complaint process will be included in the posted notification of the right to an interpreter.