



NOVA SCOTIA
PUBLIC PROSECUTION SERVICE

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SIGN LANGUAGE INTERPRETER SERVICES

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SIGN LANGUAGE INTERPRETER SERVICES FOR DEAF AND HARD-OF-HEARING PERSONS

I. Policy Statement

The Public Prosecution Service is committed to ensuring that persons who are Deaf and hard-of-hearing benefit equally from services offered to the general public and will make reasonable accommodation for the provision of interpreter services .

II. Definition

Interpreter Services may be provided through a variety of mediums and these are outlined in the attached.

III. Policy Objectives

The purpose of this policy is to ensure reasonable steps are taken to provide services to persons who are Deaf and hard-of-hearing in a fair and non-discriminatory manner through the provision of interpreter services.

IV. Application

This policy applies to all activities of the Public Prosecution Service.

V. Policy Directives

1. The Public Prosecution Service will make reasonable accommodation for the provision of interpreter services to ensure effective communication in the delivery of Government services to persons who are Deaf and hard-of-hearing.
2. To ensure effective communication in the delivery of Government services to persons who are Deaf and hard-of-hearing, consideration will be given to factors such as:
 - a. The complexity and importance of the information to be communicated; and
 - b. The context in which the communication takes place.
3. Elsewhere in this manual is a Directive of the Attorney General entitled "Protocol for Investigation of and Prosecution of Cases Involving Persons with Special Communications Needs" For purpose of this policy and for greater clarity the Directive includes the provision of the Interpretative

Services for persons who are deaf and hard of hearing.

VI. **Accountability**

The Director of Public Prosecutions is responsible for ensuring compliance with this policy.

VII. **Monitoring**

The Public Prosecution Service shall review this policy and any procedures created and implemented by the Service on a periodic basis to ensure compliance with the Government of Nova Scotia Sign Language Interpreter Services Policy for Deaf and hard-of-hearing Nova Scotians.

DEPARTMENT OF JUSTICE, PROVINCE OF NOVA SCOTIA

SUBJECT: Sign Language Interpreter Services Policy for Deaf and Hard-of-Hearing Nova Scotians

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| <i>Approval Date:</i> <i>Approved by:</i> <i>Effective Date: January 1, 2000</i> |
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Appendix "B"**Correctional Services Division:**

1. Custody
 - A. Designated inmate programs
 - B. Direction regarding temporary absences
 - C. Medical treatment
2. Community Corrections
 - A. Pre Sentence and Pre Disposition Reports
 - B. Service of designated Court Orders
 - C. Identified supervision interviews

Court Services Division:

1. Court hearings/trials/appeals, as follows:
 - A. Criminal matters
 - i. For the accused and
 - ii. For witnesses while on the stand
 - B. Family matters, as ordered by the Court
 - C. Civil matters, as ordered by the Court
2. Mandatory court programs
3. Mediation offered through the Family Division

Human Resources Division:

Job Interview Process

Victim Services

Identified Programs

Other

Restorative Justice initiatives

Definitions

The following definitions are provided for the understanding and proper implementation of this policy:

American Sign Language (ASL)

A visual gestural language with its own linguistic structure and grammar; the language used by most Deaf people in the US and Canada.

Computerized note-taking

One form of technical assistance provided to persons who are hard of hearing or late deafened. Computer note-takers are commonly used in large group or educational settings. A hearing person sits beside the hard of hearing or late deafened person and types information verbatim onto a laptop computer. The user of this service then reads the screen as information is being written and is thus able to more fully participate. When a group is relying on this service, information can be projected onto a large overhead screen for all to view simultaneously.

Deaf

In recent years the capital “D” Deaf has emerged as the name preferred by people who identify with, and belong to a group with a culture distinct from that of non-Deaf people. Like any cultural group, Deaf people have a language and set of social norms, behaviours and folklore which reflect the values of their group.

deaf

When written, “small d” deaf is becoming more accepted as a reference to a hearing deficit only and detached from any discussion of culture and/or language. One term represents a social-cultural perspective and the other a medical-pathological view.

Deaf-Blind

Describes a person who is unable to hear and unable to see. However, very few deaf-blind people are both profoundly deaf and totally blind.

Hard-of-hearing

A person who is unable to follow a conversation between three or more people without the assistance of a hearing aid.

Hearing impairment

A diagnosed auditory deficit ranging from mild to profound that may or may not respond to medical intervention or amplification and that results in functional limitations in one or more areas of daily living.

Interpretation

The process of changing a message from one language to another, conveying all

essential elements of meaning and maintaining dynamic equivalence.

Translation

The process of changing a message in “frozen form” (written, videotape, audiotape) of one language to a frozen form of another language.

Intervenor

A person who provides interpretation, orientation and mobility services to a person who is Deaf-Blind.

Late-deafened

Describes a person who becomes deafened later in life due to illness, accident, disease or the normal process of aging.

EXCERPTS

Report of Task Force on Interpreter Services (1992)

The following are excerpts of recommendations made by the Task Force on Interpreter Services (1992). The major thrust of the recommendations of the Task Force led to the establishment of the Interpreter Services Training Program at the Nova Scotia Community College, Halifax Campus.

“ . . . That the Task Force recommend that the Province replace its current patchwork of policies respecting provision of interpreter services to the Deaf; and that a new comprehensive policy be created on the basis of equality of opportunity and access for the Deaf in the following areas: i) education, ii) medical, iii) legal, iv) employment and v) interaction with any government department, agency, board or commission.”

“ . . . That the Task Force urge the Province (of Nova Scotia) to establish a global provincial government budget for the provision of funding for interpreter services under the above policy and that such budget be overseen by one central government agency.”

“ . . . That, to ensure quality of interpreter services, the Society of Deaf and Hard of Hearing Nova Scotians be recognized as the appropriate service agency of the deaf with which to contract (Sign) Language interpreters.”

“ . . . That the (Province of Nova Scotia) undertake an awareness campaign to promote its policies regarding provision of interpreter services for the deaf, and

Further, that a general awareness policy be implemented to discuss the communications needs of the deaf and promote the idea of employees taking ASL courses, especially in agencies, departments or firms where there is regular interface with the deaf public or with fellow deaf employees.”

Extension of Contract for Services

THIS AGREEMENT, made this 15th day of November, 2000.

BETWEEN

HER MAJESTY THE QUEEN in right of the Province of Nova Scotia, as represented by **the Deputy Minister, Office of the Premier** (hereinafter called the "Province")

AND

The Society of Deaf and Hard of Hearing Nova Scotians (hereinafter called the "Contractor")

WHEREAS the Province and the Contractor entered into an Agreement dated January 1, 2000, with respect to the provision of interpreter services to all departments who are involved in contracting for such services;

AND WHEREAS that Agreement provided for a term of January 1, 2000 to January 1, 2001;

AND WHEREAS that Agreement provided for extension by mutual agreement in written form;

NOW THEREFORE WITNESSETH this Agreement in consideration of the mutual covenants and agreements herein contained and the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties covenant and agree as follows:

TERM

1. The term of the Agreement dated January 1, 2000 shall be extended from January 1, 2001 to January 1, 2002 unless terminated as per the conditions of the Agreement dated January 1, 2000 or extended by mutual written agreement.

NOTICE

2. Any notice pursuant to this Agreement shall be valid if given in writing by postage prepaid registered letter addressed in the case of the Province to the Deputy Minister, Office of the Premier:

P.O. Box 726
Halifax NS B3J 2T3

or such other address as is communicated in writing to the Parties.

SCHEDULE A**Process for Accessing Interpreter Services**

1. The Deaf client requests that the department contact person call the Interpreter Coordinator at SDHHNS to book an interpreter. Alternately, the client may contact the Interpreter Coordinator at SDHHNS and provide information on the appointment. The Interpreter Coordinator shall contact the appropriate department to confirm the particulars prior to assigning an interpreter.
2. The Interpreter Coordinator obtains the relevant information needed to fully meet all the interpreting requirements of the assignment/appointment.
3. The Interpreter Coordinator will endeavor to book the client's interpreter of choice. If the first choice is not available the Interpreter Coordinator will endeavor to book other interpreters of the client's choosing. Where ever possible adequate notice will be given to the Interpreter Coordinator for booking interpreters.
4. The Contractor will invoice the relevant department bi-weekly for the interpreter services provided.
5. Each Department will have specific information requirements and procedures for invoicing.
6. The Contractor will endeavour to meet the service needs of the Province. If an interpreter is not available, the appointment may be rescheduled if the client so wishes. It is recognized that demand for interpreting services may exceed the supply.
7. Situations identified as emergencies will be given priority over other assignments.

SCHEDULE B**Society of Deaf and Hard of Hearing Nova Scotians - Standards for Interpreter Services**

1. Society for Deaf and Hard of Hearing Nova Scotians (SDHHNS) interpreters assigned to provincial duties will be:
 - i) Screened and approved by the SDHHNS screening committee and at a later date by an interpreting advisory committee established for this purpose.
 - ii) Members of the Association of Visual Language Interpreters of Canada (AVLIC) – associated with the Maritime Association of Professional Sign Language Interpreters (MAPSLI) adhering to the AVLIC Code of Ethics.
2. Interpreters will only be scheduled for an assignment for which they have experience e.g. Medical, Legal, Education, Community.
3. The Province (or the Department) will have the right to consult with the Interpreter Coordinator in regards to any concerns that arise in relation to the abilities or qualifications of the assigned interpreter.

SCHEDULE C**Interpreter Services Billing Policy****1. Invoicing**

The Society of Deaf and Hard of Hearing Nova Scotians will directly invoice the provincial department, agency, board or commission which requested the interpreter services. Billing will be conducted on a bi-weekly basis. Invoices will provide a description of the services provided.

2. Cost per hour

The cost of interpreter services is \$35 per hour, per interpreter.

3. Minimum Charges

The minimum charge time for interpreter services is two (2) hours with subsequent hours being billed to the nearest half hour. Based on the nature of a particular assignment it may be necessary to assign two interpreters to assignments less than two hours in duration.

4. Continuous Interpreting

If an assignment requires more than two hours of interpreting, two interpreters may be assigned depending upon the nature of the assignment. This will be discussed and confirmed at the time a request is made by a department for interpreter services.

5. Cancellations

When an assignment of two hours or less is cancelled without providing the SDHHNS with at least 24 hours notice, the department requesting the service will be billed for the two hours.

6. Conferences

Cancellation of conferences requiring interpreters for long periods of time and/or several interpreters will be invoiced according to the terms agreed upon at the time of the request.

7. Overdue Accounts

The SDHHNS will charge interest of two percent per month on invoices that are over 30 days from billing date.