

Ohio Department of Job and Family Services  
**LIMITED ENGLISH PROFICIENCY PLAN**

**Richland County Job & Family Services/OhioMeansJobs Richland  
Center**

**2021 - 2023**

**Civil Rights Coordinator  
Carmen Torrence**

**CHECK ALL THAT APPLIES**

**DJFS   X**  
**PCSA**  
**CSEA**  
**OMJ CENTER   X**

# **Limited English Proficiency Plan**

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# **Limited English Proficiency Plan**

## **I. Purpose**

The purpose of this Limited English Proficiency Plan is to provide assurances and demonstrate that customers of Richland County Job and Family Services/OhioMeansJobs Richland County Center are being provided meaningful access to program information, benefits and services although the customers may be limited in their English Language Proficiency. This plan will be updated bi-yearly to refresh the assurances contained in the plan, address any changes in methods and update any changes in the LEP population utilizing the County Agency / OMJ Center.

It is understood that the Ohio Department of Job and Family Services' Bureau of Civil Rights (BCR) is charged with the duty to ensure that each County Agency / OMJ Center is in compliance with all relevant federal requirements involving applicants/recipients of program information, benefits and services who have limited English Language Proficiency (LEP).

## **II. Authorities and Definitions**

### **Authorities**

- **Title VI of the Civil Rights Act of 1964**, 42 U.S.C. §2000 et seq.; 45 CFR §80, Nondiscrimination based on race, color or national origin for any programs receiving federal financial assistance. Failure to provide meaningful access to program information, benefits and/or services due to an applicant/recipient's LEP is considered discrimination based on national origin.
- **U.S. Department of Justice Title VI Legal Manual**, January 11, 2001 edition
- **29 CFR Part 38 Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act**, July 22, 2014.
- **U.S. Department of Labor Policy Guidance on the Prohibition of National Origin Discrimination as it Pertains to Persons with Limited English Proficiency (05/29/03)**, Federal Register, Volume 68, Number 103
- **Food Stamp Program LEP regulations**, 7 CFR §272.4
- **UIPL 02-16**, State Responsibilities for Ensuring Access to Unemployment Insurance Benefits, Services and Information
- **Executive Order 13166**, Improving Access to Services for Persons with Limited English Proficiency
- **Ohio Department of Job and Family Services Language Access Policy**, Dated January 20, 2005
- **Ohio Administrative Code section 5101:9-2-01 Civil Rights Plan**
- **Ohio Administrative Code section 5101:9-2-05 WIOA Nondiscrimination Complaints**

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- **IPP.9004 Limited English Proficiency Protocol**

### **Definitions of Terms:**

- **County Agency** - County Departments of Job and Family Services, County Child Support Enforcement Agencies, Public Children Services Agencies, WIOA funded OMJ (Ohio Means Job) Centers, Agencies standing alone or any combined agencies with a single administrative structure.
- **Effective Communication** - In a human services, social services or job training/assistance setting; effective communication occurs when County Agency / OMJ Center staff have taken necessary steps to make sure that a person who is LEP is given adequate information in his/her language to understand the services, benefits or the requirements for services or benefits offered by the County Agency / OMJ Center. These necessary steps must allow an individual the opportunity to qualify for the benefits or services provided by that County Agency / OMJ Center without unnecessary delay due to the person's LEP. Effective communication also means that a person who is LEP is able to communicate the relevant circumstances of his/her situation to the County Agency / OMJ Center.
- **Interpretation** - Interpretation means the oral or spoken transfer of a message from one language into another language.
- **Limited English proficiency** - A person with limited English proficiency or "LEP" is not able to speak, read, write or understand the English language well enough to allow him/her to interact effectively with a County Agency / OMJ Center.
- **Meaningful access** - "Meaningful access" to benefits, programs and services is the standard of access required of the County Agencies / OMJ Centers since they receive federal funding through the state of Ohio. Meaningful access requires compliance by County Agencies / OMJ Centers with state and federal LEP requirements as set out in relevant state and federal laws. To ensure meaningful access for people with LEP, County Agencies / OMJ Centers must make available to applicants/recipients of benefits/services free language assistance that results in accurate and effective communication that does not result in undue delay or denial of benefits to which the LEP applicant/recipient is eligible.
- **BCR** - Bureau of Civil Rights. The entity contained within the Ohio Department of Job and Family Services charged with the responsibility of overseeing compliance by County Agencies / OMJ Centers with relevant civil rights laws including those related to LEP.
- **Translation** - Translation means the written transfer of a message from one language into another language. ***Note:** The use of translation engines through the internet or language applications can be very useful tools for a native speaker of that particular language. A native speaker is able to make the appropriate adjustment and/or corrections to the translation. A non-native speaker will have difficulty making the proper adjustment to the syntax's, meaning, and vocabulary. One example we found using one of the translation engines was: e.g., Spanish- dos burritos por favor; the English translation – two donkeys please, instead of two burritos please. The computer does not know that you are referring to food. The computer translates literally. Therefore, to avoid any misunderstandings we*

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*do not recommend the use of engine translations or applications unless you are a native speaker.*

- **Vital Documents** - forms or documents *designed and utilized by the County Agency / OMJ Center* that are critical for accessing federally funded services or benefits or are required by law. Vital documents can include but are not limited to: applications for county designed programs; consent forms designed by the County Agency / OMJ Center; letters designed by the County Agency / OMJ Center requesting eligibility documentation.
- **Outreach Documents** - County Agency / OMJ Center designed documents utilized by the County Agency / OMJ Center to provide information to the general public but targeting individuals who are eligible or may be eligible for county benefits/services or programs.
- 

### **III. Richland County Job and Family Services/OhioMeansJobs Richland County Center LEP Policy**

It is the policy of Richland County Job and Family Services/OhioMeansJobs Richland County Center to provide meaningful access to all individuals applying for, participating in programs or receiving services/benefits administered by, supervised by, authorized by and/or participated in by Richland County Job and Family Services/OhioMeansJobs Richland County Center, its contractors and/or vendors. Meaningful access involves Richland County Job and Family Services/OhioMeansJobs Richland County Center promoting effective communication to LEP individuals seeking or receiving services, benefits or participation in programs funded in whole or in part by federal funds. This plan specifically provides necessary assurances and identifies tools being used to effectuate this policy.

### **IV. LEP Population**

Richland County Job and Family Services/OhioMeansJobs Richland County Center has determined that the language(s) other than English that is/are most likely to be encountered by employees of the Richland County Job and Family Services/OhioMeansJobs Richland County Center is/are Spanish (approximately 343 Hispanic/Latino individuals). The methodology used to make this determination is as follows: According to the U.S Census Bureau QuickFacts 2019 population estimates, the Hispanic population equals 2.1% of the total population of Richland County (121,154) and 13.5% of the total county population is determined to be in poverty. Therefore, using this information, approximately 343 Hispanic/Latino individuals would be considered to meet Federal poverty status in Richland County.

County Agency / OMJ Center should provide **translated vital documents and interpretation services** to any LEP group that comprises approximately 100 or less low income single language minority household.

For program informational activities (**outreach**) in the appropriate language the County Agency / OMJ Center has to have less than 2,000 low income, if approximately 100 or more of those are single language minority; or in a County Agency / OMJ Center with 2,000 or more low income household, if approximately 5% or more of these household are single language minorities.

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For the purpose of the LEP Plan a low-income household refers to as a household at or below 125% of the poverty level.

Richland County Job and Family Services/OhioMeansJobs Richland County Center will periodically monitor the LEP population of those served or those who could be served by Richland County Job and Family Services/OhioMeansJobs Richland County Center. If it is determined that other LEP language groups are seeking benefits/services or are potentially eligible to receive benefits/services within Richland County, Richland County Job and Family Services/OhioMeansJobs Richland County Center will adjust its methods and services to serve the new population accordingly. Any new LEP populations will be reflected in the next LEP plan.

### **V. Methods of Providing Services to LEP Population**

(Check any that are applicable)

- ☐ Bi-lingual Employee(s) (if checked provide employee(s) names and language(s) with brief description of method of determining competence as interpreter(s))
- ☐ Staff Interpreter(s) (if checked provide name(s) and language(s) with brief description of method of determining competence as interpreter(s).)
- ☐ Interpreter Contract (if checked, provide name(s) of contractor(s), list service(s) provided, language(s) covered, and brief description of how vendor(s) was/were chosen. Also attach copy of agreement or contract to this plan)
- ☐ Volunteer Interpreters (if checked provide names, organization if applicable as well as brief description of method of determining competence as interpreter)
- ☒ Telephone Interpreting Services (if checked provide name of vendor with brief description of how vendor was chosen. Attach copy of contract to this plan):  
Richland County Job and Family Services and the OhioMeansJobs Richland County Center use the Language Line for interpreting services (agreement attached). Richland County Job and Family Services became aware of the Language Line through information provided during state meetings.
- ☐ Agreement with Educational Institution (if checked provide name of institution, name(s) of interpreters, brief description of method of determining competence of interpreter. Attach copy of agreement, MOU or other written document to this plan. If nothing in writing, describe arrangement).
- ☐ Translation contracts (if checked provide name(s) of contractor(s), list service(s) provided, language(s) covered and brief description of how vendor was chosen. Also attach copy of agreement or contract to this plan).

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- ☐ Other (if checked explain arrangement and attach any relevant documents explaining the arrangement to this plan).

### **VI. Interpreter Services**

Richland County Job and Family Services/OhioMeansJobs Richland County Center , at no cost to the LEP individuals or families, provides interpreter services to all LEP individuals or families applying for, participating in programs or receiving services/benefits through the Richland County Job and Family Services/OhioMeansJobs Richland County Center by the means designated in section V. of this plan. The interpreter services are provided in an efficient and timely manner so as not to delay a determination of eligibility for an individual or family, receipt of eligible services/benefits or participation in a county run program beyond that of an English speaking individual or family. The Richland County Job and Family Services/OhioMeansJobs Richland County Center makes this policy known to the LEP through the following methods (e.g. posters in other languages, Babel cards, etc.). The Richland County Job and Family Services/OhioMeansJobs Richland County Center places language cards and posters in the waiting areas to enable LEP clients to point to the appropriate language or choose an appropriate language card for the Receptionist. Accommodation notices for deaf and Spanish speaking individuals are placed in the waiting areas and in packets mailed to applicants/clients. Richland County Job and Family Services/OhioMeansJobs Richland County Center utilizes the Ohio Relay Line and/or interpretation services through Catalyst Life Services when deaf interpretation services are needed to accommodate an individual.

Richland County Job and Family Services/OhioMeansJobs Richland County Center addresses phone calls and voice mail by LEP individuals in the following manner (describe County Agency / OMJ Center phone services for LEP individuals. If addressed through something checked in section V. can reference that portion): Richland County Job and Family Services/OhioMeansJobs Richland County Center uses Language Line for interpreting services for incoming phone calls from LEP individuals. If an LEP individual leaves a message, a Language Line interpreter will be called to translate the message. Appropriate measures will be taken to insure individuals receive the services requested.

Richland County Job and Family Services/OhioMeansJobs Richland County Center addresses walk-ins to the Richland County Job and Family Services main building and OhioMeansJobs Richland County Center who are LEP individuals in the following manner (refers to receptionists or point of contact). When the main building receptionist becomes aware there is an LEP applicant/client in need of services and identifies the individual's primary language, the receptionist will offer the County Shared Services hotline as an option to apply for benefits, or if the client prefers to apply using a hard copy application, reception will call Initial Contact to take the client to a supervisor's office. Initial Contact will call Language Line, identify the agency and the language needed and put the speaker phone feature in place. Initial Contact will screen the individual and refer the individual to the appropriate unit for services. The appropriate eligibility worker will continue to utilize Language Line to interpret during the interview process. If the LEP individual enters the OhioMeansJobs Richland County Center, the receptionist will contact the supervisor on duty. The supervisor on duty will take the client to an office to call the Language Line. The supervisor on duty will identify the

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the agency and the language needed and put the speaker phone feature in place. The supervisor will determine the nature of the LEP individual's visit and refer the LEP individual to the appropriate program representative--OhioMeansJobs, WIOA, Ohio Works First, Prevention/Retention/Contingency or Food Assistance Employment and Training. The program representative will utilize Language Line to interpret during the interview process.

Richland County Job and Family Services/OhioMeansJobs Richland County Center does not require, suggest or encourage LEP individuals or families to use friends, family members or minor children as interpreters. If an LEP individual or family insists that a friend or family member serve as interpreter, Richland County Job and Family Services/OhioMeansJobs Richland County Center will inform the customer that the family may stay but will not be able to serve as the interpreter. Only on rare occasions when there is no other strategy, such as interpretations over the phone, the Richland County Job and Family Services/OhioMeansJobs Richland County Center will then, on a case by case basis, consider factors such as: competence of the family or friend used as the interpreter; the appropriateness of the use in light of the circumstances and ability to provide quality and accurate information, especially if the interview could result in a negative affect on the individual or family's eligibility for benefits/services; potential or actual conflicts of interest; and confidentiality of the information being interpreted to determine whether Richland County Job and Family Services/OhioMeansJobs Richland County Center should provide its own independent interpreter for itself. In no case does Richland County Job and Family Services/OhioMeansJobs Richland County Center allow a minor child to act as interpreter for an LEP individual or family.

## **VII. Translation of Documents**

Richland County Job and Family Services/OhioMeansJobs Richland County Center translates all county designed vital documents into each LEP language group that comprises at least 5% or 1,000, whichever is less, of persons eligible for or likely to be affected by the agency's services. Currently, 2.1% of the population of Richland County (based on 2019 U.S. Census estimates) is Hispanic/Latino. At this time, Richland County Job and Family Services/OhioMeansJobs Richland County Center utilizes all State-generated eligibility documents for LEP clients or applicants speaking Spanish. If necessary, Richland County Job and Family Services/OhioMeansJobs Richland County Center will utilize Language Line to interpret county-generated documents for LEP clients or applicants speaking Spanish.

Richland County Job and Family Services/OhioMeansJobs Richland County Center translates all outreach documents for each LEP group that equals 10% or 3,000, whichever is less, of persons eligible for or likely to be directly affected by the Richland County Job and Family Services/OhioMeansJobs Richland County Center services. Currently, there are no LEP language groups meeting this criterion in the county. If necessary, Richland County Job and Family Services/OhioMeansJobs Richland County Center will utilize Language Line to interpret outreach documents for LEP clients or applicants.

For any LEP individuals applying or receiving services from Richland County Job and Family Services/OhioMeansJobs Richland County Center where vital documents are not available in the LEP individual's language, Richland County Job and Family Services/OhioMeansJobs Richland County Center provides a notice in the LEP individual's language that the LEP individual may



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bring any document into the Richland County Job and Family Services/OhioMeansJobs Richland County Center office and an interpreter (face to face or telephonic interpretation) will be provided free of charge to interpret the document for the LEP individual.

### **VIII. Dissemination of Information to County Agency / OMJ Center Personnel**

Richland County Job and Family Services/OhioMeansJobs Richland County Center makes its personnel aware of its LEP policies, methods of providing services to LEP individuals and other information contained within this plan through the following (explain in some detail, e.g. training by civil rights coordinator, on-line training, new employee orientation, personnel handbook, hand-outs, etc.). All employees of Richland County Job and Family Services/OhioMeansJobs Richland County Center, partners and contractees received training on how to provide language access services when Language Line was implemented. Training on policies and procedures is provided annually. All new employees, partners and contractees are informed of the procedures and policy during orientation.

### **IX. (Optional)**

Any other information, explanation, or assurances connected to LEP issues provided at the option of the County Agency.

### **X. Attachments**

**Attachment A** – RCJFS Agreement with Language Line

**Attachment B** – RCJFS Civil Rights Plan

**Attachment C** – Communication with Sensory-Impaired Clients

**Policy Attachment D** – Communication with LEP Persons Policy

**Attachment E** – N/A

## Limited English Proficiency Plan

### Signatures:

|  |                          |                         |
|--|--------------------------|-------------------------|
| Person with authority<br><i>Stephanie Nunez</i>    | Director                 | Date<br><i>3/4/21</i>   |
| Person with authority<br><i>Carmon J. Torrence</i> | Civil Rights Coordinator | Date<br><i>3/4/2021</i> |
| Person with authority                              | Title                    | Date                    |
| Person with authority                              | Title                    | Date                    |
| Person with authority                              | Title                    | Date                    |
| Person with authority                              | Title                    | Date                    |

# Master Service Agreement

## Master Service Agreement with

Richland County Job & Family Services

Language Line Services, Inc. (the "Company") and you, the Customer ("Customer" or "you") (together, the "Parties" and each a "Party"), agree that the terms and conditions below and in all attachments and addenda hereto will apply to the services provided by the Company to you under this Agreement.

### TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by Company (the "Services"). Fees and any additional terms and conditions for each of the Services are identified in the respective Services Statements of Work, each of which is made a part of this Agreement. This Agreement and each of the Services you choose to receive from the Company will become effective upon the signing by you of this Agreement and the relevant Statement(s) of Work and will continue in effect until terminated under Section 12 ("Termination"). If you continue to request and receive Services after this Agreement has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect.
- 2. PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to the Company within thirty (30) days of the invoice issue date or right to dispute will be waived by Customer. Customer shall not have the right to set-off any disputed amounts. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of Company) or (iii) as otherwise mutually agreed upon. Invoices will be sent to Customer's billing address shown in **Schedule A** hereto, or to such other address as Customer may specify by giving written notice to Company to [CustomerCare@languageline.com](mailto:CustomerCare@languageline.com). If Customer will not be paying for any specific affiliates, those affiliate(s) must be identified on **Schedule A** and must enter into a separate Master Service Agreement with the Company. If Customer wants the Company to identify any such excluded affiliate(s) by a specific name in documentation, please provide a list of the affiliate(s) by name to the Company sales representative assigned to Customer.
- 3. USE OF SERVICES.** Customer warrants that it will **not** (i) resell the Services to any third parties; however, Customer may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering products and services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
- 4. CONFIDENTIALITY.** If the Parties have not signed a Non-Disclosure Agreement, the Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third party and each Party will use Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "**Confidential Information**" means (a) information identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, or health information protected under a law or regulation, including without limitation HIPAA, Graham-Leach-Bliley, and the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), (c) the terms and conditions of this Agreement, (d) Company pricing for its Services, (e) information or data identified by a Party to the other as being "confidential," and (f) and all of the information provided in any invoices or other documents or in oral communications between the parties relating to the Services. Customer is obligated to inform Company if providing any of the Services would be governed by the GDPR.
- 5. COMPANY PERSONNEL.** Customer understands and acknowledges that in providing the Services, the Company's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are in and outside of the United States (collectively, "Company Personnel"). All Company Personnel are subject to the Company's stringent quality control standards and certification criteria and Company is solely responsible for ensuring that the terms and conditions of this Agreement are met. Customer hereby consents to the use of all Company Personnel by the Company.
- 6. RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place



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the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.

- 7. LIMITED WARRANTIES AND LIABILITY.** THE COMPANY WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. THE COMPANY MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO OR PAID BY CUSTOMER TO THE COMPANY WITHIN THE PREVIOUS 12 MONTHS AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
- 8. INDEMNIFICATION.** The Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the fraudulent or intentionally wrongful act of any kind by the employee or agent of one Party resulting in damages to the other Party. Company will not be liable for intellectual property infringement arising merely from the Company's interpretation or translation of Customer communications or documents, respectively. The Company maintains extensive global insurance coverage for all its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
- 9. ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that the Company may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party.
- 10. ACQUISITION OR MERGER OF CUSTOMER.** If Customer is acquired by or merged into an existing Company customer or acquires an existing Company customer, the terms and conditions of this Agreement, including pricing as set out in the applicable Services Statements of Work, shall remain unaffected unless the Parties otherwise agree in a written amendment to this Agreement.
- 11. TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b) on thirty (30) days' written notice if the other Party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from the Company within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The Parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
- 12. ADDITIONAL TERMS.** (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of Company to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against Company, its affiliates or their respective successors. (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction



# Master Service Agreement

will apply. (e) **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party. (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (h) **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to Company at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to [customercare@languageline.com](mailto:customercare@languageline.com) with a copy to [contractadministrationteam@languageline.com](mailto:contractadministrationteam@languageline.com), and (b) to Customer at the address or e-mail shown on **Schedule A** for the Operations Contact, or the most current address provided by Customer to Company. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day. (j) **COMPLIANCE.** Language Line Services, Inc., is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

- 13. ENTIRE AGREEMENT.** This Agreement, including all Schedules and Services Statements of Work, constitute the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.
- 14. AUTHORIZATION.** The person signing this Agreement on behalf of Customer certifies that such person has read, understood, and acknowledged all of its terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree that the delivery of the signed service agreement by facsimile or e-mail or use of a facsimile signature or other similar electronic reproduction of a signature or electronic signature shall have the same force and effect of execution and delivery as an original signature, and in the absence of an original signature, shall constitute the original signature.

| Richland County Job & Family Services | Language Line Services, Inc. |
|---------------------------------------|------------------------------|
| Accepted and agreed to date:          | Accepted and agreed to date: |
| Signature:                            | Signature:                   |
| Print Name:                           | Bonaventura A. Cavaliere     |
| Title:                                | CFO                          |



# Master Service Agreement

## Schedule A

Richland County Job & Family Services

### CUSTOMER CONTACT INFORMATION

| Operations Contact                   | Billing Contact <input type="checkbox"/> Same as Operations Contact          |
|--------------------------------------|--|
| Name Marci Kopp                      | Name: Marci Kopp   |
| Title: Fiscal Specialist             | Title: Fiscal Specialist   |
| Telephone: 419-774-5499              | Telephone: 419-774-5499  |
| Fax:419-522-4375                     | Fax: 419-522-4375  |
| E-mai Marci.kopp@jfs.ohio.gov        | E-mail: <a href="mailto:Marci.kopp@jfs.ohio.gov">Marci.kopp@jfs.ohio.gov</a> |
| Address: 171 Park Ave E              | Address:171 Park Ave E   |
| City, State, Zip: Mansfield Oh 44902 | City, State, Zip: Mansfield Oh 44902   |

### Tax Exempt Status

☐ No

☒ Yes - If yes, please include a copy of your tax-exempt determination letter or certificate.

**Excluded Affiliates** - Please identify affiliates, whose use of the Services will NOT be paid by you. Please identify any additional affiliates in a separate page(s) and attach to this document.

#### 1ST AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

#### 2ND AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

#### 3RD AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

# Statement of Work

## LanguageLine® Phone<sup>SM</sup> Interpreting

Richland County Job & Family Services

18085

This Statement of Work is subject to the Master Service Agreement between you, the Customer ("Customer" or "you") and Language Line Services, Inc. ("Company"). This document is the sole document that reflects pricing for these services, and must be signed by an authorized representative from you, the Customer. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes, if any, will be made on next full monthly billing cycle.

1. **PRICE PER MINUTE.** Price per minute is based on the language requested. Price per minute does not include international call fees.
2. **ENROLLMENT AND SETUP PACKAGES**
  - One time setup charge per Customer ..... \$275.00
  - Fee for each subsequent Client Identification Number with corresponding statement..... \$125.00
3. **CLIENT IDENTIFICATION NUMBER.** Monthly minimum charge per Client Identification Number ..... \$100.00
4. **PLATFORM ACCESS CHARGE.** Platform access per call..... \$0.25
5. **LONG DISTANCE DIAL OUT.** Long distance dial out charge applied per dial out (in addition to per minute charges) ..... \$5.00
6. **PAPER INVOICE CHARGE.** Electronic invoices are provided free of charge. If paper invoices are preferred, fees apply. . \$1.75
7. **FINANCE CHARGE.** Finance charges are applied to any past due balances. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law.
8. **FCC SURCHARGE AND FEES.** Fees that Language Line Services has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).
9. **OPTIONAL TRAINING ASSISTANCE AND MATERIALS**
  - Customized reference and support materials development (per hour) ..... \$179.00
  - Training/awareness assistance (on site per day/per trainer)..... \$500.00
10. **OPTIONAL CUSTOMIZED REPORT CONFIGURATION**
  - Report setup (per hour) ..... \$250.00
  - Report maintenance (monthly)..... \$30.00
11. **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME**
  - Applied per appointment ..... \$100.00
  - Cancellation per appointment will be charge \$200 for any missed appointment ..... \$200.00

### Per Minute Usage Fees for LanguageLine® Phone Interpreting

| Language      | 0-25,000<br>Monthly<br>Minutes | 25,001 – 40,000<br>Monthly<br>Minutes | 40,001 – 60,000<br>Monthly<br>Minutes | 60,001 – 80,000<br>Monthly<br>Minutes | 81,001 +<br>Monthly<br>Minutes |
|---------------|--------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|--------------------------------|
| All Languages | \$1.25                         | \$1.20                                | \$1.15                                | \$1.10                                | \$1.05                         |

The person signing this agreement certifies that such person has read, and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

| Richland County Job & Family Services | Language Line Services, Inc. |
|---------------------------------------|------------------------------|
| Accepted and agreed to date: 3/9/2021 | Accepted and agreed to date: |
| Signature: <i>Sharlene Neumann</i>    | Signature:                   |
| Print Name: SHARLENE NEUMANN          | Bonaventura A. Cavaliere     |
| Title: DIRECTOR                       | CFO                          |



# **RICHLAND COUNTY JOB & FAMILY SERVICES CIVIL RIGHTS PLAN**

**June 30, 2012**

## **Statement of Policy**

All programs, services and benefits administered, supervised, authorized and/or participated in by Richland County Job & Family Services and contracted providers shall be operated in accordance with the nondiscriminatory provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title IX of the Education Act of 1972; the Omnibus Budget Reconciliation Act of 1981; the Americans with Disability Act of 1990 to Americans with Disability Act as amended; Section 1808 of the Small Business Job Protection Act (adoption); the Multi-Ethnic Placement Act of 1994 (MEPA); the Inter-Ethnic adoption Provisions of 1996 (IEP); sections 181 and 188 of the Workforce Investment Act of 1998; the Department of Labor's regulations at 20 CFR, Part 667.600 and 29 CFR, Part 37; and, the Department of Agriculture's regulations at 7 CFR §272.6.

No person or persons shall on the basis of race, color, national origin, disability, age, sex or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or service authorized by Richland County Job & Family Services. Persons who are receiving benefits/services under the Department of Agriculture regulation 7 CFR §272.3 and the Workforce Investment Act of 1998 may not be unlawfully, discriminated against on the basis of their political affiliation or belief; status as WIA participants or citizenship (for lawfully admitted immigrants, authorized to work in the United States).

Persons who cannot, or have difficulty speaking or understanding the English language are protected against discrimination based on national origin. If you are hearing impaired or cannot speak or understand English well enough to communicate with Richland County Job & Family Services, we will provide you an interpreter at no cost. The agency will provide translation of vital documents for any Limited English Proficient (LEP) language group comprising at least five percent (5%) of persons eligible for or likely to be directly affected by agency services.

The Director of Richland County Job & Family Services shall implement the Civil Rights Plan within the service area through the following methods:

## **Delegated Authority**

Richland County Job & Family Services shall appoint a Civil Rights Coordinator. The Civil Rights Coordinator shall be responsible for monitoring the implementation of the Civil Rights Plan for the agency, including, but not necessarily limited to:

Revised 05/2012



1. Receiving and, if necessary, assisting with the writing of discrimination complaints which are filed by county agency participants, clients and beneficiaries of job and family services programs. Such complaints are then referred to the ODJFS Bureau of Civil Rights for investigation and resolution.
2. Distributing civil rights pamphlets/brochures, posters and other information pertaining to civil rights laws to appropriate agency staff, beneficiaries and interested members of the public.

(The designated county Civil Rights Coordinator may also be delegated the responsibility for implementing the requirements and provisions of WIA Complaint Procedures or the county agency involved in the administration of WIA programs/activities may elect to designate another individual for this purpose.)

### **Complaint Policy and Procedure**

Richland County Job & Family Services shall have in effect a complaint procedure which incorporates the elements of due process. The procedure follows the steps/process(es) identified below:

1. Any person who believes that he/she, or any specific class of persons, has been subjected to unlawful discrimination on the basis of race, color, national origin, disability, age, sex or religion may file a written complaint with the agency outlining the alleged discriminatory act(s). (complaints alleging sexual harassment *need not* be reduced to writing prior to an investigation being initiated) Written complaints are to be date stamped by the person who receives the complaint. Document receipts are to be provided to complainants who hand-deliver complaints.
2. Complaints must be filed with the agency within 180 days of the date the alleged discriminatory act or treatment occurred.
3. When complaints are received by the county Civil Rights Coordinator, they shall be referred to the ODJFS Bureau of Civil Rights within three (3) business days of the date of receipt. The Bureau of Civil Rights (BCR) shall conduct its inquiry and issue its Final Report within one hundred, twenty (120) days of the date of filing of the complaint. *When individuals wish to file discrimination complaints about WIA-funded programs/activities, they may choose to have their complaints investigated by the County-level individual designated for that purpose or they may file their complaint with the ODJFS Bureau of Civil Rights or they may choose to file their complaint directly with the United States Department of Labor's Civil Rights Center.*
4. Any party dissatisfied with the BCR's Final Report will be advised of the right to file a complaint with the applicable federal agency (i.e., The U.S. Department of Health and Human Services; U.S. Department of Agriculture or U.S. Department of Labor).

Revised 05/2012

5. No person who has filed a complaint, testified, assisted or participated in any manner in an investigation of a complaint shall be intimidated, threatened, coerced or retaliated against.

**A CIVIL RIGHTS COMPLAINT MAY BE INITIALLY FILED BY CONTACTING ANY OF THE FOLLOWING OFFICES/INDIVIDUALS:** (It is recommended that individuals contact the ODJFS Bureau of Civil Rights before attempting to file their complaints directly with any of the federal agencies listed below. The reason for this is so that the filing will be with the correct agency, based upon the kind of program, service or benefit being complained about.)

1. Richland County Job & Family Services Civil Rights Coordinator  
171 Park Ave E, Mansfield OH 44902  
Telephone: 419-774-5313  
Toll-Free: 1-888-774-5400  
Ohio Relay for hearing impaired: 1-800-750-0750
2. Ohio Department of Job and Family Services Bureau of Civil Rights  
30 East Broad, 30<sup>th</sup> Floor, Columbus OH 43215  
Telephone: (614) 644-2703  
Toll Free: **1-866-227-6353**
3. United States Department of Health & Human Services, Office for Civil Rights, Region V  
233 N. Michigan Avenue, Suite 240, Chicago IL 60601
4. United States Department of Agriculture (Food Stamps only), Civil Rights Office  
Room 326-West, Whitten Building, 1400 Independence Avenue S.W.  
Washington, D.C., 20251
5. United States Department of Labor, Civil Rights Center  
200 Constitution Avenue, N.W., Room N-4123, Washington, D.C., 20210  
Telephone: (202) 693-6500, 6502

Attachments: Communication with Sensory-Impaired Persons Policy/Procedure  
Communication with Limited English Proficient (LEP) Persons Policy/Procedure

## **Richland County Job and Family Services Communication With Sensory-Impaired Clients Policy**

Richland County Job and Family Services provides qualified sign language interpreters and other auxiliary aids to sensory-impaired persons where necessary to afford such persons an equal opportunity to benefit from the services we provide. Such interpreters and auxiliary aids will be provided at no cost to the client.

Family or friends of the hearing-impaired person may be used as an interpreter if requested by the hearing-impaired person only after an offer to provide an interpreter has been made by our agency. A minor child may not be used as an interpreter. The agency has the right to call an independent interpreter to be present during interviews with the individual.

Procedure to arrange for an interpreter:

- Contact the Fiscal Officer, Marci Kopp. She will contact Catalyst Life Services to arrange for an interpreter.

TDD/TTY (telecommunication device for the deaf)

- Clients will be given the telephone number for Ohio Relay TDD/Voice.
- The Ohio Relay telephone number is 800-750-0750.



## **Richland County Job and Family Services Communication With Limited-English-Proficient Persons Policy**

Richland County Job and Family Services shall provide for communication with limited-English-proficient persons, including current and prospective program participants, to ensure them an equal opportunity to benefit from services. The procedures outlined below will ensure that information about rights, responsibilities, etc. are communicated to limited-English-proficient persons in a language which they understand. Also, it provides for an effective exchange of information between staff/employees and participants/clients while services are being provided.

Family or friends of the limited-English-proficient person may not be used as interpreters unless specifically requested by that individual after an offer of an interpreter has been made. Such an offer and the response must be documented in the person's file. Other clients may not be used to interpret. Minor children may not be used to interpret. These restrictions are to ensure confidentiality of information and accurate communication. The agency reserves the right to call an independent interpreter or Language Line even when the individual has his/her own interpreter.

Richland County has few requests for interpreters. Should an interpreter be required, the agency will contact the Language Line at 1-866-874-3872.