

Ohio Department of Job and Family Services
LIMITED ENGLISH PROFICIENCY PLAN
2023 - 2025

Richland County Job & Family Services/OhioMeansJobs Richland Center

2023-2025

Civil Rights Coordinator
Linda Pesch

CHECK ALL THAT APPLIES

DJFS ☒ **PCSA** ☐
CSEA ☐
OMJ CENTER ☒

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 & 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 & Family Services/OhioMeansJobs Richland County Center LEP Policy

It is the policy of Richland County Job & 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 & Family Services/OhioMeansJobs Richland County Center, its contractors and/or vendors. Meaningful access involves Richland County Job & 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 & 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 & Family Services/OhioMeansJobs Richland County Center is/are Spanish (approximately 386 Hispanic/Latino individuals). The methodology used to make this determination is as follows: According to the U.S. Census Bureau QuickFacts 2022 population estimates, the Hispanic/Latino population equals 2.3% of the total population of Richland County (125,319) and 13.4% of the county population is determined to be in poverty. Therefore, using this information, approximately 386 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 & 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 & 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 the County, Richland County Job & 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)).
Information here
- ☐ Staff Interpreter(s) (if checked provide name(s) and language(s) with brief description of method of determining competence as interpreter(s).).
Information here
- ☐ 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)
Information here
- ☐ Volunteer Interpreters (if checked provide names, organization if applicable as well as brief description of method of determining competence as interpreter).
Information here
- ☒ Telephone Interpreting Services (if checked provide name of vendor with brief description of how vendor was chosen. Attach copy of contract to this plan)
Information here
- ☐ 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).
Information here
- ☐ 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).
Information here

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

VI. Interpreter Services

Richland County Job & 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 & 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 & 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.). Richland County Job & 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 Reception staff. Accommodation notices for deaf and Spanish speaking individuals are placed in the waiting areas and in packets mailed to applicants/client. Richland County Job & 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 & 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 & 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 & Family Services/OhioMeansJobs Richland County Center addresses walk-ins to the Richland County Job & 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 reception staff becomes aware there is an LEP applicant/client in need of services and identifies the individual's primary language, the reception staff 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 agency and language needed and put the speaker phone feature

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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 & 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 & 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 & 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 & Family Services/OhioMeansJobs Richland County Center should provide its own independent interpreter for itself. In no case does Richland County Job & 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 & 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, 2.3% of the population of Richland County (based on 2022 U.S. Census estimates) is Hispanic/Latino. At this time, Richland County Job & Family Services/OhioMeansJobs Richland County Center utilizes all State-generated eligibility documents for LEP clients or applicants speaking Spanish. If necessary, Richland County Job & 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 & 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 & 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 & Family Services/OhioMeansJobs Richland County Center will utilize Language Line to interpret outreach documents for LEP client or applicants.

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

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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 & 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 & 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.

Information here:

X. Attachments

Attachment A – RCJFS Agreement with Language Line

Attachment B – RCJFS Civil Rights Plan (Includes Attachments C-E)

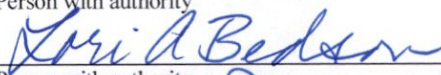
Attachment C – Communication with Sensory Impaired Clients

Attachment D – Communication with LEP Persons Policy

Attachment E – RCJFS Civil Rights/Nondiscrimination Policy

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Signatures:

Person with authority 	Director	Date 11/22/2023
Person with authority 	Civil Rights Coordinator	Date 11/22/2023
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@languageinc.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

Master Service Agreement

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

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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 with a copy to 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: Marci.kopp@jfs.ohio.gov
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® PhoneSM 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 Monthly Minutes	25,001 – 40,000 Monthly Minutes	40,001 – 60,000 Monthly Minutes	60,001 – 80,000 Monthly Minutes	81,001 + Monthly 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

November 21, 2023

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 with 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:

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.

Revised 11/2023

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 that 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 WIOA-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).
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: 419-774-5499
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, 30th Floor, Columbus, OH 43215
Telephone: 614-644-2703
Toll Free: **1-866-227-6353**
TTY Hearing Impaired: 614-995-9961 or
Toll-free: 1-866-221-6700
Fax: 614-752-6381
3. United States Department of Health & Human Services, Office for Civil Rights
200 Independence Avenue, S.W.
Suite 515F, HHH Bldg.
Washington, D.C. 20201
Phone: 1-800-368-1019
Fax: 202-619-3818
TDD: 1-800-537-7697
Email: ocrmail@hhs.gov
On-Line: <https://ocrportal.hhs.gov/ocr>
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: Richland County Job & Family Services Civil Rights/Nondiscrimination Policy
Civil Rights Grievance Procedure
Communication with Sensory-Impaired Persons Policy/Procedure
Communication with Limited English Proficient (LEP) Persons Policy/Procedure
Accessibility For Individuals Using Wheelchairs

Richland County Job & Family Services Civil Rights/Nondiscrimination Policy

It is the policy of Richland County Job & Family Services (RCJFS) to provide services to all persons in accordance with the nondiscriminatory requirements pursuant to Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Omnibus Reconciliation Act of 1981, where applicable; and the Americans With Disabilities Act of 1990. All services are available to all participants without regard to race, color, national origin, handicap, age, sex, or religion. The same requirements are applied to all, and there is no distinction in eligibility for or in the manner of providing services.

All persons and organizations having occasion either to refer persons for services or to recommend our services are advised to do so without regard to the person's race, color, national origin, handicap, age, sex, or religion.

The person designated as the RCJFS Civil Rights Coordinator is Linda Pesch, who can be reached at (419) 774-5499.

Any person, who feels he or she has been discriminated against because of his or her race, color, national origin, handicap, age, sex, or religion, has the right to file a complaint. The complaint must include information regarding the time, place, persons involved, the nature of the complaint, evidence of discrimination, complainant's name, address, and telephone number.

- Assistance in filing a complaint may be obtained from:

Linda Pesch, Civil Rights Coordinator
Richland County Job and Family Services
171 Park Avenue East
PO Box 188
Mansfield, Ohio 44901

Kelly Christiansen, Alternate Civil Rights Coordinator
Richland County Job and Family Services
171 Park Avenue East
PO Box 188
Mansfield, Ohio 44901

- Additional assistance in filing a complaint may be obtained from:

Ohio Department of Job and Family Services
Office of the Chief Inspector
Bureau of Civil Rights
30 East Broad Street, 32nd Floor
Columbus, Ohio 43266-0423
Phone: (614) 644-2703 or
Toll free: 1-866-227-6353
TTY hearing impaired: (614) 995-9961 or
Toll-free 1-866-221-6700
Fax: (614) 752-6381

U.S. Department of Health & Human Services
Office for Civil Rights
200 Independence Avenue, S.W.
Suite 515F, HHH Bldg.
Washington, D.C. 20201
Telephone: 800-368-1019
Fax: 202-619-3818
TDD: 800-537-7697
Email: ocrmail@hhs.gov
On-Line: <https://ocrportal.hhs.gov/ocr>

Richland County Job & Family Services Civil Rights Grievance Procedure

Any person who feels he or she has been discriminated against because of his or her race, color, national origin, handicap, sex, or religion by Richland County Job & Family Services (RCJFS) may file a grievance.

In order to implement this policy, Richland County Job & Family Services has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any violation of the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Omnibus Budget Reconciliation Act of 1981, where applicable; and the Americans With Disabilities Act of 1990. The law and regulations may be examined in the office of Linda Pesch, Fiscal Officer, 171 Park Avenue East, Mansfield, Ohio 44901 (phone number 419-774-5499), who has been designated to coordinate efforts of Richland County Job & Family Services to comply with the regulations.

1. A complaint must be filed in the office of the RCJFS Civil Rights Coordinator, Linda Pesch, within 180 days of the date on which the incident or treatment happened. The complaint must include information regarding the time, place, persons involved, the nature of the complaint, evidence of discrimination, complainant's name, address, and telephone number.
2. The RCJFS Civil Rights Coordinator shall send notice to the Director of the Ohio Department of Job and Family Services (ODJFS) when an allegation of discrimination has been filed against Richland County Job & Family Services or one of its contracted providers. The notice shall include: the complainant's name, address, telephone number, if available; a discriminatory allegation; and other information which may be pertinent to the charge. The Director of ODJFS will forward such allegations to the ODJFS Civil Rights/EEO Section.
3. The RCJFS Civil Rights Coordinator shall conduct a prompt and thorough investigation of all charges, make preliminary findings as to whether discrimination has occurred, and, if it has occurred, make a recommendation to the RCJFS Director to take all action necessary to correct the discriminatory practices. The ODJFS Civil Rights/EEO Section may assist the RCJFS Civil Rights Coordinator in the investigation and subsequent findings and recommendations.
4. The complainant will be advised, within ten (10) workdays, of the findings regarding the complaint. The complainant will also be advised of the right to file a complaint to any appropriate State or Federal Civil Rights Enforcement Agency, if not satisfied with the internal decision.
5. No person who has filed a complaint, testified, assisted, or participated in any manner in the investigation of a complaint, shall be intimidated, threatened, coerced, or retaliated against.

Richland County Job & Family Services Communication With Sensory-Impaired Clients Policy

Richland County Job & 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 Director, Toby Borders. She will contact the Rehabilitation Service of North Central Ohio, Inc. 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 711 or 1-800-750-0750.

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 1-866-874-3972.

Richland County Job & Family Services Accessibility For Individuals Using Wheelchairs

Richland County Job & Family Services will make reasonable accommodations to ensure that individuals using wheelchairs are able to access workers and areas of the building necessary to obtain services.

These accommodations include:

- Van accessible parking spaces, marked with upright signs
- Clearance on all doorways and hallways to enable wheelchair access
- Accommodations for caseworkers to use alternate cubicles or offices to enable wheelchair access
- Periodic checks to make sure there are no obstacles obstructing access to all areas
- A wheelchair accessible restroom
- A wheelchair accessible elevator to use during tornado warnings

As remodeling is done areas not meeting accessibility standards will be corrected. Richland County Job and Family Services works with the Rehabilitation Service Commission to ensure that reasonable accommodations are made.