

Ohio Department of Job and Family Services  
**LIMITED ENGLISH PROFICIENCY PLAN**  
**2018 - 2020**

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

**1/1/2018**

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

## **Limited English Proficiency Plan**

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

## **Limited English Proficiency Plan**

- **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/OhioMeanJobs 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 362 Hispanic/Latino individuals). The methodology used to make this determination is as follows: According to the U.S. Census Quick Facts 2017 population estimates, the Hispanic population equals 1.9% of the total population of Richland County and 15.8% of the total county population is determined to be in poverty. Therefore, using this information, approximately 362 Hispanic/Latino individuals would be considered to meet 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.

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

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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 the 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 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).

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### **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.). 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, an 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) As soon as the main building receptionist becomes aware there is a LEP applicant/client in need of services and identifies the individual's primary language, the receptionist 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 client 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 Language Line. The supervisor on duty will identify the agency and the language needed and put the speaker phone feature in place. The supervisor will determine the nature of the LEP client's visit and refer the LEP individual to the appropriate program caseworker--WIOA, Ohio Works First, Prevention/Retention/Contingency or Food Assistance Employment and Training. The caseworker 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



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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, 1.9% of the population of Richland County (based on 2017 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. 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 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

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by civil rights coordinator, on-line training, new employee orientation, personnel handbook, hand-outs, etc.).

All staff 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 provided with information 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** -

# Limited English Proficiency Plan

## Signatures:

Person with Authority <i>Shantene Nourse</i>	Director	Date 7/10/2018
Person with Authority <i>Carin J. Jones</i>	Civil Rights Coordinator	Date 7/10/2018
Person with Authority	Title	Date
Person with Authority	Title	Date
Person with Authority	Title	Date
Person with Authority	Title	Date



LANGUAGE LINE SERVICES, INC. AGREEMENT FOR  
LANGUAGE LINE® INTERPRETER SERVICES WITH  
RICHLAND COUNTY JOB AND FAMILY SERVICES

Language Line Services, Inc., a Delaware Corporation ("Language Line Services") and you, the Customer, agree that the terms and conditions shown below and on the reverse side of this Agreement will apply to Language Line® Over-the-phone Interpreter Services ("Interpreter Services") provided by Language Line Services to you.

**TERMS OF SERVICE**

1. **TERM OF AGREEMENT.** This Agreement will become effective upon signing by both parties and will continue in effect for the initial term set forth in Attachment A, unless earlier terminated as set forth in Section 11 of this Agreement. Upon the expiration of the initial one-year period, this Agreement will be automatically renewed for similar one-year periods unless either party provides written cancellation notice to the other at least sixty (60) days prior to the expiration of the then-current one-year period. Upon receipt of a timely cancellation notice by either party, this Agreement will terminate at the end of the then-current one-year period. Interpreter Services will not be available until Customer receives basic training on use of the Interpreter Services and is assigned a Client Identification Number.
2. **PAYMENT TERMS.** During the Term of this Agreement, usage charges for Interpreter Services will be billed monthly at the rates set forth in Attachment A. Customer agrees to pay all properly invoiced charges for Interpreter Services within thirty (30) days of the invoice date. 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. Invoices will be sent to the Customer billing address shown in Attachment B, or to such other address as Customer may specify by giving written notice to Language Line Services. Customer agrees that any restrictive endorsements, releases or other statements on or accompanying checks or other payments accepted by Language Line Services shall have no legal effect.
3. **USE OF SERVICE.** Customer represents that (i) Interpreter Services will be used for its own internal purposes and not for re-sale and (ii) Customer will not use the Interpreter Services in any manner that may violate any applicable statute or government regulation. Customer will indemnify, defend and hold Language Line Services, its affiliates and their respective successors harmless from any claim or action whatsoever arising from the use of Interpreter Services in any manner prohibited by this Section.
4. **CONFIDENTIALITY.** Language Line Services will not disclose any information derived from Customer's communications, may use it only for purposes specifically contemplated in this Agreement, and will treat it with the same degree of care as it does its own confidential information, but with no less than reasonable care. These obligations do not apply to information which is or becomes generally known to the public through no act or omission of Language Line Services. If Language Line Services, its agents or employees have been requested or are required (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demand or similar process) to disclose any such communications or are held liable for contempt or suffer other legal censure or penalty, then Language Line Services, its agents or employees so compelled may disclose such information pursuant to that request or requirement without liability hereunder.
5. **UNAUTHORIZED USE OF SERVICE.** Customer agrees to safeguard its Client Identification Number against use by unauthorized persons. Customer shall be solely and fully responsible for charges resulting from use of its Client Identification Number, whether or not such use is authorized.
6. **LIMITED WARRANTIES.** LANGUAGE LINE SERVICES WILL PERFORM INTERPRETER SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS OTHERWISE SET FORTH ABOVE, LANGUAGE LINE SERVICES MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, ABOUT INTERPRETER SERVICES. LANGUAGE LINE SERVICES DOES NOT WARRANT THE AVAILABILITY OF INTERPRETERS FOR ALL LANGUAGE PAIRS AT ALL TIMES, AND LANGUAGE LINE SERVICES SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER RECOGNIZES THAT OVER-THE-PHONE INTERPRETATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES. LANGUAGE LINE SERVICES MAY MONITOR OR RECORD CALLS FOR QUALITY ASSURANCE.
7. **LIMITATION OF LIABILITY.**
  - A. FOR PURPOSES OF THE EXCLUSIVE REMEDY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION, "LANGUAGE LINE SERVICES" SHALL BE DEEMED TO INCLUDE LANGUAGE LINE SERVICES ITS AFFILIATES, AND THEIR RESPECTIVE SUCCESSORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS AND INTERPRETERS (WHETHER EMPLOYEES OR INDEPENDENT CONTRACTORS), AND "DAMAGES" WILL REFER COLLECTIVELY TO ALL INJURY, DAMAGE, LOSS OR EXPENSE INCURRED.
  - B. EXCEPT FOR OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW: (A) 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 LESSER OF: (I) THE AMOUNT PAID BY CUSTOMER WITHIN THE PREVIOUS 12 MONTHS FOR THE INTERPRETER SERVICES, OR (II) \$250,000 AND (B) 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. **FORCE MAJEURE.** A party is not liable under this Agreement for non-performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve either party of its obligation to make payments then owing.

9. **NOTICES.** All notices required or permitted to be given under this Agreement must be in writing and delivered in person or by means evidenced by a delivery receipt to the other party at the address shown in Attachment B and will be effective upon receipt.
10. **ASSIGNMENT.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that Language Line Services may assign its right to payment and may assign this Agreement to an affiliated or successor company.
11. **TERMINATION.**  
 A. If (i) Customer fails to pay any charge when due and the failure continues for seven (7) days after receipt by Customer of written notice of the failure from Language Line Services or (ii) Customer fails to perform or observe any other material term or condition of this Agreement and the failure continues for thirty (30) days after receipt by Customer of written notice of the failure from Language Line Services, then in either case Customer shall be in default and Language Line Services may terminate this Agreement and exercise any available rights or remedies.  
 B. If Language Line Services fails to perform or observe any material term or condition of this Agreement and the failure continues for thirty (30) days after receipt of written notice of the failure from Customer, Language Line Services shall be in default and Customer may terminate this Agreement and exercise any available rights or remedies.  
 C. Upon termination of this Agreement for any reason, Customer shall pay, within thirty (30) days of invoice, charges for all services rendered prior to the effective date of termination.
12. **ENTIRE AGREEMENT.** This Agreement is 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 the 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.
13. **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.
14. **SURVIVAL OF OBLIGATIONS.** The obligations of the parties 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.
15. **NO THIRD PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Interpreter Services shall be construed to create any duty or obligation on the part of Language Line Services to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Interpreter Services are provided. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against Language Line Services, its affiliates or their respective successors.
16. **CHOICE OF LAW.** Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.
17. **INCORPORATION OF ATTACHMENTS.** Attachments A (Customer Charges) and B (Customer Contact Information) are incorporated herein.
18. **CUSTOMER AFFILIATES.** This Agreement will serve to cover Customer, Customer's Affiliates (as defined below), and remote locations Customer and its Affiliates will be provided separate IDs under this Agreement. An Affiliate may request Interpreter Services from Language Line Services. Any such request, and the performance of Interpreter Services for any such Affiliate, shall be deemed to incorporate the terms and conditions of this Agreement, and the term Customer shall be deemed to refer to the Affiliate. Language Line Services will bill the Affiliate under separate IDs for Interpreter Services performed by Language Line Services for the Affiliate; provided, however, that Customer shall indemnify Language Line Services, and shall otherwise be ultimately responsible, for any acts or omissions of an Affiliate, including but not limited to any failure to pay all properly invoiced charges for Interpreter Services rendered to the Affiliate. The parties agree that the term Affiliates includes (1) a company, whether incorporated or not, which owns, directly or indirectly, a majority interest in Customer (the parent company), and (2) a company, or affiliate, or subsidiary, or joint venture whether incorporated or not, in which a 50% or greater interest is owned, either directly or indirectly, by Customer or its parent company. Initiating here is acknowledgement that Affiliates can sign up under this Agreement.

Your signature below acknowledges that you have read, understand and agree to the terms and conditions above and those on Attachment A.

Customer Name: Richland County Job & Family Services

Language Line Services, Inc.

Accepted by:

Sharlene Neumann  
Sharlene Neumann, Director

Accepted by:

Norma Provenzano  
SVP of Sales  
OCT 12 2005

Ed Olson  
Ed Olson, Richland County Commissioner

Tim Wert  
Tim Wert, Richland County Commissioner

Gary Utt  
Gary Utt, Richland County Commissioner

Date: September 15, 2005

Date: 9/15/05

Language Line Agreement

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**ATTACHMENT A**

**LANGUAGE LINE SERVICES PRICING FOR  
RICHLAND COUNTY JOB AND FAMILY SERVICES**

**ENROLLMENT FEE**

- One-time setup fee for each client identification number, which includes a detailed monthly statement ..... Waived
- Each subsequent client identification number with corresponding statement.....Waived

**MONTHLY FEE**

- Monthly minimum applied against usage.....Waived

**INITIAL TERM**

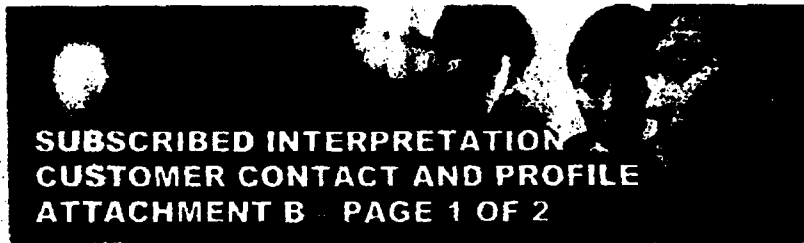
- Effective from contract signing..... 1 Year

**PER MINUTE RATES**

- Usage is billed in one-minute increments
- Price is as indicated regardless of time of day (Peak vs. Non-peak hours)
- Spanish.....\$1.50
- All other supported languages .....\$1.50

**ADDITIONAL SERVICES**

- User Access Tools (training video, quick reference cards, language ID cards, etc) .....No Add'l Cost



**SUBSCRIBED INTERPRETATION  
CUSTOMER CONTACT AND PROFILE  
ATTACHMENT B - PAGE 1 OF 2**

Please complete both pages of this Attachment B and send a copy of it, the signed Interpreter Services Agreement, and if applicable a copy of your tax exempt certificate to Language Line Services, Attn: Customer Service Representative, One Lower Ragsdale Drive, Monterey, CA 93940.

PARENT COMPANY Richland County Job & Family Services

ORGANIZATION NAME/LOCATION FOR THIS ACCOUNT Richland County Job & Family Services  
(If different than parent company for example ABC Bank, Monterey Branch)

**OPERATIONS CONTACT**

Name Kathy L. Wolfe Title Administrative Assistant  
Telephone (419) 774-5499 Fax (419) 526-4802  
E-Mail wolfek@odjfs.state.oh.us  
Address PO Box 188  
City Mansfield State/Province OH Zip/Postal Code 44901-0188

**BILLING CONTACT**

same as operations contact

Name Marci Brightbill Title Administrative Assistant  
Telephone (419) 774-5367 Fax (419) 774-5380  
E-Mail brighm02@odjfs.state.oh.us  
Address PO Box 188  
City Mansfield State/Province OH Zip/Postal Code 44901-0188

**TRAINING CONTACT**

same as billing contact  same as operations contact

Name Kathy L. Wolfe Title Administrative Assistant  
Telephone (419) 774-5499 Fax (419) 526-4802  
E-Mail wolfek@odjfs.state.oh.us  
Address PO Box 188  
City Mansfield State/Province OH Zip/Postal Code 44901-0188

**PUBLIC RELATIONS CONTACT**

same as billing contact  same as operations contact

Internal PR Contact  PR Firm Company Name Kathy L. Wolfe Title Adm Asst  
Telephone (419) 774-5499 Fax (419) 526-4802  
E-Mail wolfek@odjfs.state.oh.us  
Address PO Box 188  
City Mansfield State/Province OH Zip/Postal Code 44901-0188

The following information is requested to create a customer profile of your organization. Under your industry, please check all activities that best describe your operations requiring language interpretation. The profile information is very important and will be used to better serve your interpretation needs. All the information that you provide is kept strictly confidential.

**FINANCIAL**

- Bank
  - Branch & Telephone Banking
  - Online/Interactive Banking
- Collections
- Consumer Credit
  - Auto Finance
  - Credit Card
  - Mortgage/Home Equity
  - Personal Loans/Credit
- Fraud/Loss/Stolen
- Personal Investment (retirement, annuities)
- Telesales
- Technical Support
- Trust/Asset (benefit/retirement plan)
- Other: Require information to look at eligibility

**GOVERNMENT**

- Corrections
- Court
- Disaster Relief
- Employment
- Health and Human Services (Medical)
- Immigration
- Insurance
- Labor
- Military (Coast Guard, etc.)
- Postal Services
- Poison Control
- Public Safety
  - 311 Non-Emergency
  - 911 Emergency
  - Police/EMS
- Tax Services
- Transit (public transportation, vehicle services, etc.)
- Utilities (water, gas, electricity)
- Other:

**INSURANCE**

- Claims Handling
- Commercial Property/Auto
- Group Health
- Group Life
- Homeowner
- Personal Auto
- Personal Health
- Personal Life
- Worker's Compensation
- Customer Service
- Sales
- Underwriting
- Other:

**MANUFACTURING**

- Consumer
- Market Research
- Product Registration
- Purchase/Resale of Equipment
- Sales Call
- Technical/Product Support
- Technician
- Telemarketing/Catalog
- Warrantee/Service Calls
- Other:

**MEDICAL/HEALTH CARE**

- Appointments
- Call Center
- Emergency Room
- General Patient Care
- HMO
- Information Surveys
- Professional Consultation
- Medical Claims/Billing
- Social Services
- Telemarketing
- Other:

**PUBLIC UTILITIES**

- Billing/Collections
- Customer Service
- Telemarketing
- Other:

**TELECOMMUNICATIONS**

- Billing (credit/collections, etc.)
- Card Service (phone, calling card, credit card)
- Customer Service (post-sales activities)
- Fraud (fraudulent or annoyance investigation)
- Operator Service
- Repair
- Sales (sales support, activation)
- Technical Support
- Telemarketing
- Other:

**TRANSPORTATION/TRAVEL/HOSPITALITY**

- Customer Service
- Operations
- Reservation
- Other:

**MISCELLANEOUS**

- Consulting
- Entertainment
- Legal
  - Private Law Firm
  - Private Paralegal Services
- Non-profit Organization
- Real Estate
- Retail
- Other:

**24-HOUR CALL BACK NUMBER: (419) 774-5499**

The number you provide will be called to reach your agent directly in the event you accidentally hang up on your limited English-speaking customer. We will make every attempt to provide excellent customer service on your behalf.

The number of employees who will be trained to use the interpreter service (estimated): **75**

Standard Industry Classification (SIC Code), if known:

Tax Exempt:  Yes  No If yes, please include a copy of tax exempt letter or certificate with application.

If applicable please include a copy of your Purchase Order.

Your prompt return of this form and the signed Service Agreement (if applicable) will ensure a speedy activation of your account. Thank You.

If you have questions about this form: E-mail: [customerservice@language.com](mailto:customerservice@language.com)  
 Call: 1 800 752-8096, option 1  
 Fax: 1 800 821-9040



# 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:

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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).

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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**

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## **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.