



**Department of
Job & Family
Services**

Cuyahoga County Office of Child Support Services (OCSS)

CIVIL RIGHTS PLAN, ADA PLAN AND LEP PLAN

**Job and Family Services (JFS)
Public Children's Service Agency (PCSA)
Child Support Enforcement Agency (CSEA)
Ohio Means Jobs (OMJ) Center**

2024 - 2026



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I. Introduction and Purpose

The Ohio Department of Job and Family Services (ODJFS) develops and supervises the state's public assistance, workforce development, unemployment compensation, child and adult protective services, adoption, childcare, and child support programs.

The Bureau of Civil Rights (BCR) aka the Bureau of Engagement, Advocacy and Development (BEAD) within ODJFS is charged with the duty to ensure that each County Agency (Job and Family Services (JFS), Public Children's Service Agency (PCSA), Child Support Enforcement Agency (CSEA)), Ohio Means Jobs (OMJ) Centers, contractors, grantees, and subrecipients receiving federal funds are in compliance with all relevant federal, state and agency requirements involving applicants/recipients of program information, benefits and services that protect against discrimination based on a protected class: race, color, national origin, disability, age, sex (including pregnancy, gender identity and sexual orientation), religion, political affiliation, or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a WIOA program or activity. **(Protected classes may vary depending on the program)**

In addition to federal law, Ohio Administrative Code (OAC) Rule 5101:9-2-01 requires each county agency/OMJ to develop a civil rights plan, limited English proficiency (LEP) plan and Americans with Disabilities Act (ADA) plan to ensure that county agencies and county contractors comply with this rule and all applicable federal and state civil rights laws, rules, and regulations.

The purpose of these plans is to provide assurances and demonstrate that customers of the County Agency/OMJ Center are receiving equal access to program services and information and that those programs are operated and provided in a nondiscriminatory manner.

The civil rights plan and the ADA plan are not under a review schedule. If there is a significant change in civil rights or ADA law, a change in the county agency such as a new civil rights coordinator, new county agency director, adding another agency, or any other changes that will impact the civil rights plan or ADA plan, then the county agency/OMJ will revise the plan.

The LEP plan has a review schedule of every two (2) years to refresh the assurances contained in the plan and address any changes in methods and/or any changes in the LEP population. If there are any significant assurance changes it is appropriate to update ODJFS BCR/BEAD with solely those changes at Civil_Rights@jfs.ohio.gov.

Copies of all revised plans (Civil Rights, ADA and LEP) are to be provided to ODJFS BCR/BEAD.

II. Authorities

These plans and all programs, services, benefits administered, supervised, authorized and/or participated in by the Cuyahoga County OCSS, and its contracted providers shall be operated in accordance with the nondiscriminatory provisions of the following Federal, State and agency statutes, regulations, and policies:

Statutes/Laws

- Title VI of the Civil Rights Act of 1964, as amended;
- Age Discrimination Act of 1975;
- Amendments to the Americans with Disabilities Act (ADAAA) of 2008;
- Multiethnic Placement Act of 1994, as amended by the Interethnic Adoption Provisions of 1996;
- Omnibus Budget Reconciliation Act of 1981;
- Section 181 and 188 of the Workforce Innovation and Opportunity Act;
- Section 504 and 508 of the Rehabilitation Act of 1973, as amended;
- Section 1808 of the Small Business Job Protection Act (adoption);
- Title IX of the Education Amendments Act of 1972;
- Workforce Innovation and Opportunity Act (WIOA) of 2014.

Federal Regulations/Guidance

- 7 CFR Part 272.4: Program Administration and Personnel Requirements, (USDA)
- 7 CFR Part 272.6: Nondiscrimination Compliance, (USDA)
- 20 CFR Part 667.600: Grievance Procedures, Complaints, and State Appeals Processes, (DOL)
- 29 CFR Part 31: Nondiscrimination in Federally Assisted Programs, (DOL)
- 29 CFR Part 32: Nondiscrimination on the basis of handicap in Programs or Activities receiving Federal Financial Assistance, (Sec. 504, Rehabilitation Act of 1973)
- 29 CFR Part 33: Nondiscrimination on the basis of Handicap in Programs or Activities, (DOL)
- 29 CFR Part 35: Nondiscrimination on the basis of Age in programs or activities, (DOL)
- 29 CFR Part 38: Implementation of Nondiscrimination and Equal Opportunity Provisions, (WIOA)
- 67 FR 41455: Prohibition Against National Origin Discrimination, (DOJ)
- Department of Justice: Title VI Legal Manual, (1/11/01)
- Department of Labor: Training and Employment Guidance Letter No. 05-23, (11/3/23)
- Department of Labor: Unemployment Insurance Program Letter (UIPL): 02-16 (Change-1), (5/11/20)
- Department of Agriculture: Food and Nutrition Service Document # CRD 01-2022, (5/5/2022)
- Department of Agriculture: FNS Instruction 113-1: Civil Rights Compliance and Enforcement

Executive Order

- 13160: Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs
- 13166: Improving Access to Services for Persons with Limited English Proficiency

State Guidance

- Ohio Administrative Code (OAC):
 - 5101: 2-33-03 Multi-Ethic Placement Act (MEPA) Complaint Procedure
 - 5101:4-1-15 Food Assistance: Nondiscrimination.
 - 5101:9-2-01 Civil Rights Plan
 - 5101:9-2-02 Americans with Disabilities Act Plan
 - 5101:9-2-03 WIOA Programmatic Complaints
 - 5101:9-2-05 WIOA Nondiscrimination Complaints

Agency Policy/Protocol

- ODJFS: Language Access Policy (1/8/23)

III. Definition of Terms

Applicant: a person who on behalf of himself or herself, his or her family, or another individual makes an application for a benefit provided by the CDJFS/OMJ.

BCR/BEAD: The Bureau of Civil Rights (BCR) aka the Bureau of Engagement, Advocacy and Development (BEAD) is 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.

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.

Disability:

- i. A physical, mental impairment resulting from anatomical, physiological, genetic, or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques; or
- ii. A record of such an impairment; or
- iii. A condition regarded by others as such an impairment, provided, however, that in all provisions of this policy dealing with employment, the term shall be limited to disabilities which, upon the provision of reasonable modifications, do not prevent the individual from performing in a reasonable manner the activities involved in the job or occupation sought or held.

Discrimination: Includes segregation and separation, also occurs when a policy or practice negatively impacts individuals with a disability, even though discrimination is not the intent or purpose of the policy or practice.

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.

Employee: A person who is employed by the CDJFS/OMJ to work for the CDJFS/OMJ as a civil servant, pursuant to R.C. Chapter 124. This definition is not intended to apply to individuals who work for the CDJFS/OMJ as a part of any work or alternative assignment, as a means of maintaining eligibility for a federal or state benefit program.

Individual with a disability: An individual with a physical or mental impairment that substantially limits one or more major life activities.

- i. An individual who has a record of a physical or mental impairment that substantially limits one or more of the individual's major life activities.
- ii. An individual who is regarded as having a physical or mental impairment that substantially limits one or more major life activity, regardless of whether or not that individual actually has the impairment. If the individual does not have the physical or mental impairment, no reasonable modification is required to be provided.

- a. Physical impairments include physiological disorders or conditions; cosmetic disfigurement; or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs (which would include speech organs that are not respiratory such as vocal cords, soft palate, tongue, etc.); respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine.
- b. Mental impairments include mental or psychological disorders, such as intellectual disabilities, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

Interpretation: Interpretation means the oral or spoken transfer of a message from one language into another language.

Interpreter: A person who transfers in spoken form a message from one language into another.

Limited English Proficiency (LEP): A person with limited English proficiency or “LEP” does not speak English as their primary language and 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.

Major Bodily Functions: Include, but are not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

Major Life Activities: Include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

Meaningful Access: Language assistance must result in accurate, timely, and effective communication at no cost to the LEP individual and is not significantly restricted, delayed, or inferior as compared to programs or activities provided to English proficient individuals. 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. This assistance includes but is not limited to providing bilingual staff, interpreters, translated materials, and many other strategies to ensure meaningful access.

Ohio Department of Job and Family Services (ODJFS): Is responsible for developing and supervising the state’s public assistance, workforce development, unemployment compensation, child and adult protective services, adoption, childcare and child support programs. The agency seeks to improve the well-being of Ohio’s workforce and families by promoting economic self-sufficiency and ensuring the safety of Ohio’s most vulnerable citizens.

On-Site Interpreter: An in-person interpreter that is physically present with ODJFS personnel to facilitate conversation.

Over-the-Phone (OPI) Interpretation: Transforming a spoken or signed message from one language into another over the telephone.

Reasonable Modification: Actions taken which permit a program applicant or participant with a disability access to CDJFS/OMJ programs or to perform the essential activities involved in the job or occupation sought or held and include, but are not limited to, provision of an accessible worksite, acquisition or modification of equipment, support services for persons who are deaf, hard of hearing

or who have issues with vision, job restructuring and modified work schedules. A modification will not be considered reasonable if it imposes an undue hardship on the CDJFS/OMJ or fundamentally alters the program.

Service Animal: A dog that is individually trained to do work or perform tasks for a person with a disability. Emotional support animals (ESAs) refer to dogs and other pets that provide emotional support and comfort to their owners on a daily basis.

Participant: A person who participates in a program administered by the CDJFS/OMJ.

Promotional/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.

Translation: Translation means the written transfer of a message from one language into another language.

Translator: A person who transfers in written form a message from one language into another.

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.

IV. Civil Rights Plan

A. Statement of Policy

No person(s) shall, in violation of state or federal law, on the grounds of race, color, national origin, disability, age, sex (including pregnancy, gender identity and sexual orientation), religion, political affiliation, or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a WIOA program or activity (**Protected classes may vary depending on the program**) be excluded from participation in be denied or delayed the benefits or services of, or be otherwise subjected to discrimination under any program, service, or benefit authorized or provided by Cuyahoga County OCSS, or its contractors.

The Cuyahoga County OCSS shall implement the Civil Rights Plan within their service area through the following methods:

B. Delegated Authority

The Cuyahoga County OCSS 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 Cuyahoga County OCSS participants, clients, and beneficiaries of Cuyahoga County OCSS 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.

C. Delegated Authority (For WIOA Funded Programs Only)

The shall appoint an Equal Opportunity (EO) Officer Coordinator. The EO Officer shall be in charge of the obligations detailed in the Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act.

1. Responsibilities can be found at [29 CFR Part 38 Subpart B - Equal Opportunity Officers](#).
2. At combined agencies (Job and Family Services and OMJ Centers), duties for the Civil Rights Coordinator and the Equal Opportunity Officer can be performed by the same designated authority.



/OMJ Center
Equal Opportunity Officer: NA
Phone:
Email:

V. ADA Compliance Plan (ADAAA & Section 504 of Plan)

A. Statement of Policy

This policy is to establish clear requirements and guidelines regarding how the Cuyahoga County OCSS County Department of Job and Family Services (CDJFS) or Ohio Means Jobs (OMJs) centers will deliver services to individuals with disabilities.

B. General requirements of the ADAAA/504

The general requirements of the ADAAA/504 require the CDJFS/OMJ to:

- Provide an equal and meaningful opportunity to all individuals with disabilities to participate in, and benefit from, the CDJFS/OMJ's programs.
- Not operate its programs in a way that has a discriminatory effect on individuals with disabilities.
- Make reasonable modifications, where necessary, to avoid discrimination.
- We will at the same time apply state and federal criteria for program eligibility and provide services and programs using finite staffing and fiscal resources. For some programs and services, demand may exceed, or fiscal resources may limit, our ability to provide or continue same, regardless of disability.

C. Effective Date

Effective immediately, all Cuyahoga County OCSS staff will adhere to this policy.

D. Application

The ADAAA and 504 of the Rehabilitation Act and this policy apply to the operations of our CDJFS/OMJ as well as to federal and state programs we administer, although specific requirements may vary from program to program. The ADAAA and 504 of the Rehabilitation Act and this policy apply to many of our programs, including, but not limited to Ohio Works First (OWF) and the Supplemental Nutrition Assistance Program (SNAP). This policy will be provided to all our contractors and subcontractors who are also required to follow the ADAAA and 504. A copy of this plan will be provided to all of the current contractors or upon the formation of the contract.

E. ADAAA and Section 504 of the Rehabilitation Act

The ADAAA and Section 504 of the Rehabilitation Act apply to all individuals who have a physical or mental impairment which substantially limits a major life activity. This is a very broad definition that covers many individuals, including many who do not otherwise receive and/or do not qualify for disability benefits, such as Supplemental Security Income (SSI) or Social Security Disability (SSD) benefits.

Examples of physical impairments: Blindness, low vision, deafness, hearing limitations, arthritis, cerebral palsy, HIV, AIDS, traumatic brain injury, asthma, irritable bowel syndrome, quadriplegia, cancer, diabetes, multiple sclerosis, anatomical loss, alcoholism, and past illegal use of drugs. This list is meant to provide examples of physical impairments, but it is not intended to be a complete list of physical impairments subject to this policy.

Examples of mental impairments: Clinical depression, bi-polar disorder (manic depression), anxiety disorder, post-traumatic stress disorder, learning disabilities (e.g., dyslexia), attention deficit disorder, intellectual disabilities. This list is meant to provide examples of mental impairments, but it is not intended to be a complete list of mental impairments subject to this policy.

Examples of major life activities: Engaging in manual tasks, walking, standing, lifting, bending, speaking, hearing, seeing, breathing, eating, sleeping, taking care of oneself, learning, reading, concentrating, thinking, and working. Major life activities also include major bodily functions such as bladder, bowel, digestive, immune system, cell growth, brain, neurological, circulatory, endocrine, and reproductive functions.

The ADA and Section 504 protect individuals inquiring, applying, or receiving benefits and services that are provided by our CDJFS/OMJ. For example, an individual with a disability who wants information about CDJFS/OMJ programs who has not yet applied for benefits has a right to access that information and a right to reasonable modifications that make it possible to do so. We will not discriminate against family members and others who accompany someone applying for benefits.

The individual must meet essential program eligibility requirements: Individuals who do not meet essential program eligibility requirements are not victims of discrimination when the CDJFS/OMJ excludes them from a program. "Essential program eligibility requirements" include, but are not limited to, residency, income, and citizenship.

Past history of a disability: The ADA and 504 also protect individuals from discrimination who previously had a disability.

Regarded as having a disability: The ADA and 504 protects individuals who are not actually disabled from discrimination that results from a perception by our staff that they are disabled. For example, the CDJFS/OMJ cannot treat someone unfavorably based upon a belief that a minor condition is much more limiting than it is.

F. ADA/504 Coordinator

Katie S. is the ADA Coordinator for our CDJFS/OMJ. It is the ADA Coordinator's responsibility to oversee and monitor ADA/504 compliance, train and advise our staff on how to accommodate individuals, and to recommend policy and procedure changes to improve ADA compliance, and take the other actions specified in this policy. The ADA Coordinator has the authority to instruct staff to modify internal Cuyahoga County OCSS CDJFS/OMJ rules and procedures to accommodate individuals with disabilities. The ADA Coordinator is also responsible for investigating and resolving ADA/504 grievances. However, it is the responsibility of all our staff to comply with the ADA and to provide reasonable modifications to individuals.

G. Physical Accessibility

The entrance and public areas of the building meet requirements for physical accessibility. If a building or part of a building where services are provided becomes physically inaccessible, we will ensure that an individual is provided meaningful access to services through other means (e.g., holding appointments with individuals in another office in the building or at a different location, conducting appointments over the phone, allowing an authorized representative to attend the appointment for the individual).

H. Reasonable Modifications

If there is an identified need, we will provide reasonable modifications without cost or reduction in benefits to individuals with disabilities. A reasonable modification is any reasonable change in the way we do something for an individual with a disability or which would allow the individual to participate in or enjoy equal access to programs we administer. All staff, not just supervisors and administrators, have authority to make reasonable modifications as appropriate. Supervisory staff will ensure that all our employees understand their obligations to make reasonable modifications for disabled individuals and to assist staff in resolving complicated situations.

Possible modifications: We will consider the unique facts and circumstances presented by each individual with a disability so that the modification will truly result in full access to the program or service being offered. The following is a list of modifications; this list is not meant to reflect the only modifications we may provide:

- Help filling out an application for benefits and help gathering documents showing eligibility for benefits or for an accommodation of a disability.
- Modifications in appointments, including scheduling appointments at time of day that will prevent long waits; seeing individuals who cannot wait on a priority basis; scheduling appointments so they do not conflict with doctor's appointments, rehabilitation, or therapy; combining appointments to reduce travel; home visits for individuals who have difficulty traveling to the CDJFS/OMJ or attending appointments at the CDJFS/OMJ for disability-related reasons; allowing individuals to reschedule appointments when a disability prevents attendance.
- Giving an individual a reasonable amount of time to submit documents in addition to any regulatory or statutory timeframe.
- Allowing an individual to bring a friend, relative, neighbor, or advocate with them during appointments and during the application process.
- Sending copies of notices to a third party, such as a relative, friend, neighbor, or advocate.
- Reading notices and other program materials to the individual or providing more explanation of the program rules or forms.
- Providing notices, applications, and other program materials in different formats (e.g., Braille, or audiotope, etc.).
- Advising individuals with low vision that notices received via email or in the Ohio Benefits portal can be enlarged.
- Providing modifications to assist individuals in their workplace assignments. Some options may include providing auxiliary aids, services, or equipment to be used to assist the individual to participate in work activities, flexible schedules (including reducing the number of hours assigned when necessary), and longer periods of on-the-job training.
- Allowing individuals with disabilities to communicate and submit documents with a staff member via e-mail, fax, etc.
- Allowing a disabled individual access to the staff bathroom if the public bathroom will not permit wheelchair access.
- Granting a hardship extension of time-limited benefits to provide the individual with additional time to achieve self-sufficiency, when appropriate.

It may be necessary for our staff to modify local rules for individuals with disabilities if doing so would provide a needed reasonable modification. For example, rules requiring staff to see individuals in the order in which they arrive, rules requiring individuals to come to the CDJFS/OMJ for appointments, and rules requiring individuals applying for benefits to come to the CDJFS/OMJ on particular days of the week or times of day, may need to be modified for individuals with disabilities when necessary to provide an equal and meaningful opportunity to participate in programs we administer. Our staff cannot modify rules to the extent that the modification would fundamentally alter the nature of the service, program, or activity.

We will accommodate family members with a disability so that an individual has meaningful access to the program. For example, if a parent receives SSI and is applying for cash assistance for her

child, the CDJFS/OMJ must accommodate the parent, so her child has an equal and meaningful opportunity to participate in the cash assistance program. The Job Accommodation Network, a free internet website, provides good information on accommodations of many different types, go to: <http://askjan.org/>

I. Reasonable Modifications in OWF, SNAP, WIOA, or CCMEP

We will ensure equal access to program applicants and participants with disabilities by delivering services that are: (a) appropriate in view of their particular physical or mental impairment; and (b) provide an equal opportunity to benefit from the CDJFS/OMJs' job placement, education, skills training, employment, food assistance employment and training programs, and other program activities.

In ensuring equal access to people with disabilities, we will use a comprehensive and effective screening tool for disability assessments. When an applicant discloses, has, or appears to have a disability, we will offer to conduct additional screening. We will, however, inform applicants and participants that their participation in screening and disclosure of a disability is voluntary. The screening tool will be administered by trained staff.

Sometimes people with disabilities may be unable to complete job placement, education, skills training, employment, food assistance employment and training programs, and other program activities without modifications to local policies, practices, and procedures. One size does not fit all in regard to modifications. We will assess the needs of the individual applicant or recipient to make reasonable modifications tailored to those needs. Modifications may be needed in the: (1) application process; (2) procedures related to notifying the applicant or recipient of their rights; and (3) policies and practices that aid the individual in sustaining program participation.

We will explain to applicants and recipients that they do not have to disclose a disability, but it will also be made clear that unless the disability is obvious, a modification cannot be granted unless we know what the disability is and how it limits the applicant or recipient's ability to perform work or engage in activities.

The determination of whether an individual has a disability under the ADAAA is not intended to take a lot of research or analysis by our staff member. The key role of our staff is determining whether a modification is necessary to provide meaningful access to the programs for which the individual is eligible.

We can require documentation if an individual has a disability and asks for modification. However, if a disability is obvious (e.g., blindness, quadriplegia), we will not require documentation of the disability.

If an individual seems to have a disability and may need a modification, but has no documentation supporting the disability, and does not have Medicaid coverage or other means to pay for doctor's visits, lab tests, etc., we will accommodate the individual until there are means to obtain disability documentation.

Individuals saying a disability limits their ability to engage in work activities, cannot be assigned to a work activity until after the results of the evaluation are available, unless it is an activity that is consistent with the individual's claimed limitations or unless it is an activity in which the individual agrees to participate. Information confirming a disability, whether by disclosure, screening, appraisal, or assessment, will be used in making appropriate assignments to allow for the pursuit of self-sufficiency.

- Modifications

Many modifications are needed on an on-going basis. If a modification is necessary, both the need for the modification and the actual modification made should be indicated prominently in the case records so other staff who interact with the individual are aware of it. In addition, we will take the steps needed to make sure that the modification is provided without request in the future (until the individual's condition changes or the modification is no longer needed), so the individual does not have to ask for it each time. For example, an individual who needs an interpreter in order to communicate with staff should not have to request the interpreter each time the individual has contact with staff.

An individual's self-sufficiency contract and/or employability plan will also include information about the need for modifications and the modifications provided.

Time frame for providing modifications: Many modifications (such as help with completing an application) must be provided on the same day they are requested. Other modifications should be provided in time to prevent a denial of equal and meaningful access to programs and services. For example, if a modification is required to permit an individual to perform an assignment, our staff should ensure that the work activity site is aware of the need for the modification prior to the first day of the assignment.

A request for a reasonable modification is the first step in an informal, interactive process between our staff and an individual. As part of the interactive process, the individual may suggest a particular modification and we may offer alternatives. If, after engaging in an interactive process, the individual refuses a reasonable modification and as a result, fails to perform or meet a program requirement, our staff can initiate an adverse action. Our staff will document all modifications offered and refusals of same.

J. Recording Information

When an individual has disclosed a disability and requests a modification, the staff member providing service will, with the individual's consent, document the disability and need for the modification prominently in the case record (alternatively, the modification, but not the diagnosis, can be listed on case file).

If an individual's request for modification is denied, the staff member making that decision must notify the ADA/AA Coordinator, who will maintain record of the denials. The notice must contain a description of the individual's disability, the type of modification requested, and the reason the request was denied.

K. Disability-related information should be kept confidential.

Our staff will comply with all applicable state and federal confidentiality laws regarding disability-related information. HIPAA rules must be strictly adhered to whenever protected health information (PHI) is collected, maintained, or transmitted by the CDJFS/OMJ. At the same time, our staff must inform other relevant staff or contractors about an individual's need for a modification, so they can arrange for and/or provide modifications. Our staff will obtain written consent before sharing information about an individual's disability with contractors or other agencies.

L. Integrated Setting

If an applicant or participant meets eligibility requirements for a program, there is a right to participate in that program. Therefore, we will provide services to individuals with disabilities in the most integrated setting appropriate to their needs.

Modifications should be made to allow individuals with disabilities to fully participate in group activities with other participants. Separate trainings and educational programs are only appropriate if they are

specifically designed to confer a particular benefit for disabled individuals. Individuals with disabilities cannot be given separate training and education programs just because they have disabilities.

M. Some disabled individuals need to use service animals.

We will not exclude individuals requiring guide dogs, hearing dogs or service dogs from our programs, or impose limits on access to programs and services. Animals whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADAAA. The service animal must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must control the animal at all times through voice, signal, or other effective controls. Individuals with disabilities cannot be required to provide certification proving the animal is a service animal.

If it is obvious that an individual has a disability and a service animal has been trained to perform a task for the individual, staff cannot ask about the person's disability or whether the dog is a service animal. If it is not obvious, staff can only ask (1) whether the animal is needed for a disability, and (2) what task or work the animal is trained to perform.

An individual with a disability will not be asked to remove his service animal from the premises unless (1) the dog is out of control and the handler does not take effective action to control it or (2) the dog is not housebroken. Allergies and/or fear of dogs are not valid reasons for denying access or refusing service to individuals using service animals. When there is a legitimate reason to ask that a service animal be removed, the staff member must offer the opportunity to obtain services without the animal's presence.

N. Effective Written Communication: Deaf or Hard of Hearing Individuals

We will ensure communication with individuals with disabilities is as effective as communications with others. This includes communications with applicants, participants, members of the public, and companions with disabilities. A "companion" is a family member, friend, or associate of an individual seeking or receiving services or information. We will provide, at no cost, a qualified sign language interpreter for deaf or hard of hearing individuals who need them to communicate effectively about their social services benefits. This includes, at minimum, discussions about eligibility for benefits, program rules, the individual's rights and responsibilities, development of self-sufficiency plans, individuals' disabilities, and their effect on the ability to comply with work requirements or other program requirements.

ADAAA regulations prohibit public entities from relying on an accompanying adult to interpret or facilitate communication, except:

- In an emergency involving an imminent threat to the safety or welfare of the individual or the public where there is no interpreter available, or
- Where the individual with a disability specifically requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance under the circumstances is appropriate.

A family member or friend may not be an appropriate person to interpret if he lacks sufficient fluency in ASL and/or English, or if the subject matter of the communication makes it inappropriate for the family member or friend to interpret. Minor children will be used to interpret only in emergency circumstances, where there is no interpreter available and immediate communication is needed to prevent physical harm to the disabled individual and/or public.

For re-certifications or other on-going appointments, our staff will make appropriate sign language arrangements through a sign language interpretation service prior to the appointment.

If the deaf or hard of hearing individual can read and write English sufficiently well, our staff are permitted to write notes to communicate with the person, but only for brief, simple interactions (such as making an appointment with the CDJFS/OMJ or submitting a document).

To arrange for an interpreter, employees should contact [Click here](#) to enter text or one of the other sign language interpretation services at the phone numbers listed above. To the extent possible, delays in providing interpreters cannot count against the individual. When an appointment is rescheduled for an individual with a disability because reasonable modifications cannot be made on the date the application is filed or the date an attempt is made to file an application, the delay will not affect the application filing date or any other dates relevant to processing of applications. We will address emergency/immediate needs such as impending homelessness, emergency food needs or utility shut offs of such applicants.

O. Effective Phone Communication: Deaf or Hard of Hearing Individuals

Some individuals with speech impairments or who are deaf or hard of hearing may use the following technology/procedures to make and receive phone calls.

TTY (teletext typewriter): If one party to the call doesn't have a TTY (e.g., the CDJFS/OMJ), the two parties communicate through a relay operator, who has a TTY and can read the TTY text to the party without the TTY and type responses.

To make a call to a TTY user: Dial [Click here](#) to enter text and give the relay operator the phone number you want to call. The relay operator will type your message into the TTY and transmit it to the TTY user. The TTY user can then reply to the operator, who will read the response to you.

To receive a call from a TTY user: Just answer the call and communicate through the relay operator.
Video relay: The caller uses a video phone (a computer or TV monitor) and uses sign language to communicate. If one party to the call doesn't have video relay equipment, the two parties communicate through a video relay operator who uses American Sign Language to facilitate communication between the deaf or hard of hearing person.

To make a call to a video relay user: Dial the number given by the individual.

To receive a call from a video relay user: Pay attention to the number of the message. The number may be the individual's direct number, or it may be the number of a relay operator. If the individual uses voice or video relay, you may need to call a relay operator and give the operator the number.

Speech to speech relay: Specially trained relay operators serve as the voice of the individual with a speech disability that may be difficult to understand.

P. Effective Communication: Individuals with Vision Impairments

In appropriate cases, oral communication may be used to assist visually impaired individuals. However, simply reading documents to an individual, without more, may not always provide an effective opportunity to participate. Commonly used important documents (e.g., know-your-rights materials, materials describing CDJFS/OMJ programs, appointment notices, adverse action notices, hearing notices, etc.) should be converted into alternate forms of communication when necessary.

Examples of alternative formats include Braille, large print, computer disc in a format that can be accessed by an individual with a computer using assistive technology (such as a screen reader), audiotape, or other formats. Staff should contact the ADA/AA Coordinator for assistance with assessing how best to meet individual needs for materials in alternative format.

Staff working with the customer must document in the case record any modification provided so that it may be available for future appointments and necessary auxiliary aides and services can be scheduled in advance of the appointment.

Q. Notice of ADA/504 rights

In addition to mandatory notices provided to applicants, participants, employees, and members of the public with information about the ADA and Section 504, we may make available printed materials such as pamphlets, fliers and posters that contain current basic information about the ADA and Section 504. This material will be in the languages required in rule 5101:4-1-05 of the Administrative Code and will include the food assistance program nondiscrimination statement; the phone number of the ADA coordinator; and information on filing ADA complaints.

We will display a notice of ADA rights alongside or near posters required by rule 5101:4-1-13 of the Administrative Code.

R. Staff training.

We will provide annual training on the ADA and on this Plan in accordance with rule 5101: 9-2-01(l)(2)(b)(v) of the Administrative Code, to all staff that interact with the public, including clerical staff. This training will be done either electronically or in live training sessions. The ADA Coordinator will ensure that staff receive this training. The training will include, at minimum, the following topics:

1. General information about Title II of the ADA;
2. Detailed information about this Plan; and
3. Information about providing reasonable modifications in waiting room and reception area procedures.

VI. Limited English Proficiency Plan

A. Statement of Policy

It is the policy of Cuyahoga County OCSS 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 Cuyahoga County OCSS, its contractors and/or vendors. Meaningful access involves Cuyahoga County OCSS 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.

B. County LEP Population

Cuyahoga County OCSS has determined that the language(s) other than English that is/are most likely to be encountered by employees of the Cuyahoga County OCSS is/are:

- Spanish

Note: Each County agency/OMJ should include at least Spanish as one of the languages or the only language). The methodology used to make this determination is as follows: (explanation by the County agency: e.g., use of census, County agency encounters, school system data, primary language indicator from CRIS-e, community agency data, data from client files, etc.)

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

As this LEP Plan contains regulations from different federal agencies that contain different LEP guidelines, to create uniformity among all counties, Cuyahoga County OCSS will seek to follow the bilingual requirements established by USDA FNS as they are more stringent and will hopefully captures eligible and potentially eligible populations. (Requirements can be in found in the Translation of Documents section.)

Select One:

- The LEP language group(s) meeting this criterion is/are-identifiable.
 There are no LEP language groups meeting this criterion.

C. Interpretation Services

Cuyahoga County OCSS, 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 Cuyahoga County OCSS by the means designated in section (Methods) of this plan. Interpretation 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 Cuyahoga County OCSS makes this policy known to the LEP through the following methods (e.g., posters in other languages, Babel cards, etc.).

Cuyahoga County OCSS 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 E. can reference that portion).

Cuyahoga County OCSS addresses walk-ins who are LEP individuals in the following manner: LEP walk-in method(s).

Cuyahoga County OCSS 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, Cuyahoga County OCSS 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 Cuyahoga County OCSS 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 effect 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 Cuyahoga County OCSS should provide its own independent interpreter for itself. In no case does, Cuyahoga County OCSS allow a minor child to act as interpreter for an LEP individual or family.

D. Translation of Documents

Cuyahoga County OCSS should provide translated vital documents and interpretation services for county designed vital documents that provides service to an area containing approximately 100 single- language minority low-income households; and in each project area with a total of less than 100 low-income households if a majority of those households are of a single-language minority. (Single-language minority refers to households which speak the same non-English language, and which do not contain adult(s) fluent in English as a second language.)

For program informational activities (outreach) in the appropriate language the Cuyahoga County OCSS 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.

For any LEP individuals applying or receiving services from Cuyahoga County OCSS where vital documents are not available in the LEP individual's language, Cuyahoga County OCSS provides a notice in the LEP individual's language that the LEP individual may bring any document into the Cuyahoga County OCSS office and an interpreter (face to face or telephonic interpretation) will be provided free of charge to interpret the document for the LEP individual.

State Designed Vital Documents

The ODJFS Office/Program Area who owns the vital document will conclude if there is a statewide need to translate and respond accordingly. The decision to translate JFS Forms will be at the discretion of the ODJFS Office/Program Area. If it is determined that there is no statewide need, the ODJFS Office/Program Area can grant permission to translate locally.

Translation Engines and Auto Translation Tools

The use of translation engines and/or auto translation tools such as Google Translate, through the internet or language applications can be very useful however they should not be used to translate vital information nor used by any other persons outside of a native speaker or a certified bilingual staff as an assistance guide. A native speaker/certified bilingual staff 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 auto translation tools.

E. Methods of Providing Services to LEP Population

(Check all 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)).

The US Together Inc. contract also includes the testing, certification and training of bi-lingual staff and additional training for all HHS employees in using interpreter services and cultural competencies of non-English speaking clients. Certification is done yearly.

- Staff Interpreter(s) (if checked provide name(s) and language(s) with brief description of method of determining competence as interpreter(s)).

OCSS has designated Spanish speaking caseloads which are staffed by certified bi-lingual employees. The US Together Inc. contract includes the testing, certification and training of bi-lingual staff. Certification is done yearly.

- 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)

The Cuyahoga County Department of Health and Human Services (HHS) procures and manages the contract for all foreign language, American Sign language (ASL) and Braille interpretation and translation services for all HHS county agencies. US Together Inc. was chosen through an open request for proposal (RFP) process. All proposals submitted were reviewed and scored according to procurement policies and procedures by a committee made up of representatives of the HHS agencies as well as other county government representatives including procurement.

Interpreters are available in over 200 languages including ASL 24/7 via the US Together Plus platform or by telephone. Interpreters can participate either virtually or telephonically within 10 minutes. The vendor also translates key forms and documents upon request. Braille documents are prepared by a different vendor. Scheduling, briefing, tracking, billing, invoicing and reporting are all done electronically by software designed specifically for this purpose.

- Telephonic Interpreting Services (if checked provide name of vendor with brief description of how vendor was chosen. Attach copy of contract to this plan)

The Cuyahoga County Department of Health and Human Services (HHS) procures and manages the contract for all foreign language, American Sign language (ASL) and Braille interpretation and translation services for all HHS county agencies. US Together Inc. was chosen

through an open request for proposal (RFP) process. All proposals submitted were reviewed and scored according to procurement policies and procedures by a committee made up of representatives of the HHS agencies as well as other county government representatives including procurement.

Interpreters are available in over 200 languages including ASL 24/7 via the US Together Plus platform or by telephone. Interpreters can participate either virtually or telephonically within 10 minutes

- 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 another 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).

The Cuyahoga County Department of Health and Human Services (HHS) procures and manages the contract for all foreign language, American Sign language (ASL) and Braille interpretation and translation services for all HHS county agencies. US Together Inc. was chosen through an open request for proposal (RFP) process. All proposals submitted were reviewed and scored according to procurement policies and procedures by a committee made up of representatives of the HHS agencies as well as other county government representatives including procurement.

US Together Inc. translates forms and documents upon request. The Cleveland Sight Center translates Braille documents on a per document fee basis. Scheduling, briefing, tracking, billing, invoicing and reporting are all done electronically by software designed specifically for this purpose.

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

F. Dissemination of Information to Click or tap here to Enter the County Agency/OMJ Center Personnel

Cuyahoga County OCSS 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.).

List method(s) of information to personnel here:

New hires are provided with a US Together Plus platform login and password. The Program Officer Administrator for the Cuyahoga County Department of HHS Division of Contract Administration and Performance provides the initial training on using the US Together Plus platform and training on how to work with interpreters. Supervisors and managers are also trained to provide additional support to their staff.

The agency has two designated Senior Administrative Officers (SAO) who provide additional support to agency staff for language services and report issues with US Together Inc. to HHS. HHS holds quarterly meetings with designated agency Language Service Coordinators to discuss any issues and provide updates and additional training.

A LEP policy and process are available on the agency's intranet. A translation request form is utilized by staff when documents need translation.

Yearly training is offered by the Cuyahoga Department of HHS through the US Together Inc. contract.

G. Optional

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

NA

H. Attachments

Attachment A - 2023 OCSS Active Bilingual Employees list

Attachment B - US Together Inc. Contract

Attachment C – US Together Usage Statistics

Attachment D – State of Ohio Civil Rights Training

Attachment E – Cuyahoga County Language Services Training

VII. Complaint Procedures

A. Grievance Procedures for Individuals with Disabilities

Individuals who believe that they were denied a reasonable modification may file a grievance with the CDJFS/OMJ.

Each CDJFS/OMJ has a grievance form that individuals can use to file a grievance regarding the requested modification. The CDJFS/OMJ also has the complaint form that can be used to file other claims of discrimination. Those documents are attached to this policy as Attachments A and B. No one is required to use the provided forms, and grievances can be made orally. Helping a disabled individual complete a grievance or complaint form may be a reasonable modification that CDJFS/OMJ staff must undertake.


If a grievance is submitted to CDJFS/OMJ staff, it must be forwarded to the ADA/504 Coordinator upon receipt. Staff shall explain to those whose requested modifications have been denied, as well as those individuals who believe they were treated unfairly because of a disability, about the right to file a grievance. Additionally, these individuals must be offered a grievance form and a copy of this plan.

Grievances must be filed within 10 business days of an alleged denial of a modification. All grievances received by the ADA/504 Coordinator must be investigated and resolved within 10 business days of receipt, unless good cause exists. Good cause may include circumstances that are beyond the CDJFS/OMJ's control. The ADA Coordinator shall submit copies of ADA/504 grievances and decisions on those grievances to ODJFS's Bureau of Civil Rights.

The ADA Coordinator should consider whether one or more grievances on a given issue indicates the need for changes or reviews of CDJFS/OMJ policies and/or practices, or reflect intervening changes in rules, regulations, or law and if so, take necessary and appropriate steps to address same, including implementing changes in policy or practices.

An individual's decision to file a grievance with the ADA Coordinator does not replace the individual's right to request a hearing in accordance with Division 5101:6 of the Administrative Code.

Complaints of ADA/504 violations should be referred to:

 Katie S., ADA Coordinator
Cuyahoga County OCSS County Department of Job and Family Services/Ohio Means
Jobs Center
By mail at: P.O. Box 93318, Cleveland, OH 44114-5318
By email at: cuycsea@jfs.ohio.gov

Anyone who could file a grievance with the ADA Coordinator may also file a complaint with the Ohio Department of Job and Family Services, Bureau of Civil Rights, 30 East Broad Street, 30th Floor, Columbus, Ohio 43215.

Complaints that a reasonable modification has been denied or that the CDJFS/OMJ has discriminated against an individual on the basis of a disability may be made to the Ohio Department of Job and Family Services, Bureau of Civil Rights.

A complaint does not need to be made on a specific form, but it must contain all information necessary to allow an investigator to understand the reason for the complaint and provide enough contact information to permit someone from the Bureau to contact the individual making the complaint. The

Bureau of Civil Rights will investigate the complaint and issue a response within 90 days of receipt of the complaint.

An individual's decision to file a complaint with the Bureau of Civil Rights does not replace the individual's right to request a hearing in accordance with Division 5101:6 of the Administrative Code.

B. Civil Rights Procedures

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 (including pregnancy, gender identity and sexual orientation), religion, political affiliation, or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a WIOA program or activity (**Protected classes may vary depending on the program**) may file a complaint outlining the alleged discriminatory act(s).

The Cuyahoga County OCSS shall have in effect a complaint procedure which incorporates the elements of due process. 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. (It is not necessary for an individual to submit a complaint in writing about alleged sexual harassment before starting an investigation.)

1. Complaints must be filed with the Cuyahoga County OCSS within one-hundred and eighty (180) business days of the date the alleged discriminatory act or treatment occurred.
2. When complaints are received by the local area Civil Rights Coordinator, they shall be referred to the ODJFS, Bureau of Civil Rights within three (3) business days of the date of receipt. ODJFS BCR/BEAD shall conduct its inquiry and issue its Final Report of the complaint.
3. Any party dissatisfied with the ODJFS BCR/BEAD's Final Report will be advised of the right to file a complaint with the applicable federal agency.
4. 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 by the agency's staff or its contractors.

✚ Cuyahoga County OCSS Department of Job and Family Services/ OMJ Center
Civil Rights Coordinator(s): Katie S.
Phone: (216) 443-5217
Email: cuycsea@jfs.ohio.gov
Website: <https://hhs.cuyahogacounty.gov/divisions/detail/child-support-services>

C. Civil Rights Procedures (For MEPA Complaints Only)

Any individual may file a complaint alleging a discriminatory act, policy or practice involving Race, Color, National Origin (RCNO) in the foster care or adoption process of a PCSA, PCPA, PNA or the Ohio Department of Job and Family Services (ODJFS).

Any person, including but not limited to, an employee or former employee of a PCSA, PCPA, or PNA or a member of a family which has sought to become a foster caregiver or adoptive parent, may also file a complaint alleging that he or she was intimidated, threatened, coerced, discriminated against or otherwise retaliated against in some way by a PCSA, PCPA, PNA or by ODJFS, due to the individual making a complaint, testifying, assisting, or participating in any manner in an investigation, proceeding, or hearing in connection with an allegation that a PCSA, PCPA, PNA or ODJFS engaged in discriminatory acts, policies, or practices as it applies in the foster care or adoption process.

The individual filing a complaint shall use the JFS 02333 "Discrimination Complaint." The complaint shall be filed within **two (2) years** from the date of the occurrence of the alleged discriminatory act; or two (2) years from the date upon which the complainant learned or should have known of a discriminatory act, policy, or practice. The complaint may be filed with:

1. Any PCSA, PCPA or PNA; or,
2. The ODJFS BCR/BEAD.

When any complaint alleging discrimination involving RCNO in the foster care or adoption process is received by:

1. A PCSA, PCPA or PNA, the agency shall forward the complaint to ODJFS BCR/BEAD within three (3) working days of date of receipt of the complaint.
2. ODJFS BCR/BEAD, the department shall notify the PCSA, PCPA, PNA that is the subject of the complaint within three (3) working days of the receipt of the complaint.

ODJFS BCR/BEAD shall conduct an investigation of the complaint. The PCSA, PCPA or PNA that is the subject of the complaint shall not initiate, conduct, or run concurrent investigations surrounding the complaint or take any further action regarding the complainant or the subject of the complaint until the issuance of the final investigation report by ODJFS BCR/BEAD, unless approved by ODJFS BCR/BEAD.

State Enforcement Agency

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 as ODJFS BCR/BEAD can assist in determining the correct filing agency bases upon the program, service, or benefit.

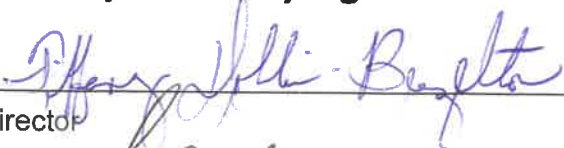
- **Ohio Department of Job and Family Services, Bureau of Civil Rights, 30 East Broad Street, 30th Floor, Columbus, Ohio 43215.**
Phone: (614) 644-2703; Toll Free: 1-866-227-6353
Email: Civil_Rights@jfs.ohio.gov,
Website: [How to File a Complaint | Job and Family Services \(ohio.gov\)](https://www.ohio.gov/ohio-department-of-job-and-family-services)

Federal Enforcement Agencies

- **United States Department of Health and Human Services, Midwest Region;** Mail: Steven Mitchell, Regional Manager, Office for Civil Rights, U.S. Department of Health and Human Services, 233 N. Michigan Ave., Suite 240, Chicago, IL 60601.
Phone: Customer Response Center: (800) 368-1019, TDD: (800) 537-7697
Fax: (202) 619-3818
Email: OCRComplaint@hhs.gov or OCRMail@hhs.gov
Website: <https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>
- **United States Department of Agriculture, Food and Nutrition Service (Supplemental Nutrition Assistance Program);** Mail: Food and Nutrition Service, USDA 1320 Braddock Place, Room 334, Alexandria, VA 22314.
Phone: (833) 620-1071
Fax: (833) 256-1665 or (202) 690-7442
Email: FNSCIVILRIGHTSCOMPLAINTS@usda.gov.
Website: [ad-3027.pdf \(usda.gov\)](https://www.usda.gov/food-and-nutrition-service/ad-3027.pdf)

- **United States Department of Labor** (Unemployment and WIOA Programs); Mail: Director, Civil Rights Center, ATTENTION: Office of External Enforcement, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N-4123, Washington, D.C., 20210.
Phone: Toll Free: 1-866-487-2365
Email: CRCEXternalComplaints@dol.gov
Website: [How to File a Complaint with External Enforcement | U.S. Department of Labor \(dol.gov\)](#)

VIII. County Authority Signature




Director

8-2-24
Date



Civil Rights Coordinator

8/2/24
Date

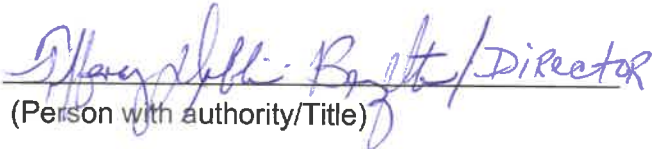


ADAAA Coordinator

8/2/24
Date

Equal Opportunity Officer

Date



(Person with authority/Title)

8-2-24
Date

Cuyahoga County OCSS Bilingual Employee List

First Name	Last Name Initial	Language	Job Title
Mayra	B	Spanish	Support Officer
Almida	A	Spanish	Administrative Assistant 1
L. Arlene	C	Spanish	Support Officer
Fahmy	E	Arabic	Support Officer
Awilda	M	Spanish	Bilingual Support Officer
Ivonne	V	Spanish	Support Officer
Kathleen	Va	Spanish	Administrative Hearing Officer

CONTRACT

by and between

CUYAHOGA COUNTY, OHIO

and

US TOGETHER, INC.

THIS CONTRACT (the "Contract") is made and entered into effective as of the 1st day of March, 2021 (the "Effective Date"), by and between Cuyahoga County, Ohio a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the "County") and US Together, Inc. ("Provider"), an Ohio corporation, having a principal place of business at 1415 E. Dublin-Granville Road, Suite 100, Columbus, Ohio 43229.

WHEREAS, the County has a present need to provide oral and sign language interpretation and written translation services for individuals served at Cuyahoga County offices, as more fully described in the County's Request for Proposal ("RFP"), dated September 30, 2020; and

WHEREAS, Provider is an entity that can meet the County's present needs; and

WHEREAS, the County desires to avail itself of the services and Provider is willing to provide such service to the County, as described in its proposal, dated October 26, 2020, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Provider and the County agree as follows:

Article 1. AGREEMENT AND TERM

1.1 Scope of Agreement. During the Term of this Contract, Provider shall provide oral and sign language interpretation and written translation services for individuals served at Cuyahoga County offices ("Services") to the County as listed in the Statement of Work and Program Design, attached as Exhibit 1 and 1A, and Provider shall perform the Services pursuant to the Budget, attached as Exhibit 2. Both Exhibits are fully incorporated into this Contract. If a discrepancy exists between the terms of the Exhibits and this Contract, the terms of this Contract will be controlling and binding. Any discrepancy that exists between the terms of the Exhibits will be interpreted in favor of the County.

1.2 Term. The Term of this Contract shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of two years, through February 28, 2023.

1.3 Exercise the Option. The County reserves the right to exercise the option, subject to the agreement of both parties, to extend the term of this Contract for up to two (2) 1-year extensions (March 1, 2023 - February 29, 2024 and March 1, 2024 - February 28, 2025) based upon the County's program needs, the Provider's performance, and the availability of funds and subject to approval in accordance with the Cuyahoga County Code.

1.4 Cost. The cost of this Contract shall not exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00).

Article 2. PAYMENT AND INVOICING

2.1 Payment. During the Term of this Contract, the County shall pay Provider monthly for the Services outlined in the Exhibits, as provided in the Budget ("Exhibit 2"), upon receipt and approval of said invoice by the County.

2.2 Invoicing. Provider shall invoice the County monthly for the Services outlined in the Exhibits upon execution of this Contract. Provider shall submit original invoice(s) to the following address:

Cuyahoga County
Department of Health and Human Services
Division of Contract Administration and Performance
ATTN: La Teisa Crockett
1641 Payne Avenue, Room 510
Cleveland, Ohio 44114
(216) 987-7949
Fax: (216) 987-7090
Lateisa.crockett@jfs.ohio.gov

The terms set forth herein shall supersede any and all terms and conditions set forth on an invoice or purchase order, and any and all such terms and conditions shall be null and void.

2.3 Unauthorized Services. In order to protect the interest of Cuyahoga County this Contract must be executed by the County before compensation for the Services set forth in this Contract can be provided. In the event that (i) Provider provides Services prior to the County's execution of this Contract (ii) Provider provides Services after this Contract has terminated, (iii) Provider provides Services that would increase the Contract amount above the dollar limit set in Section 1.4 above, or (iv) Provider provides services outside of the scope of the approved Services under this

Contract (collectively referred to as "Unauthorized Services"), those Unauthorized Services will be provided at Provider's risk, and payment therefore cannot, and will not, be made unless and until the County approves the Unauthorized Services in this Contract or a new contract. Upon the County's approval of the Unauthorized Services, however, the County may ratify any and all performance under this Contract or the new contract and the County may include the performance of those Unauthorized Services in this Contract or the new contract. Payment(s) for Unauthorized Services approved by the County shall not increase the dollar limit of this Contract or the new contract.

Article 3. INDEMNITIES AND LIABILITIES

3.1 **Subcontracting.** This Contract was awarded to Provider based upon Provider's unique qualifications and skills, and no task required to be performed under this Contract by Provider shall be subcontracted to third parties without the express written consent of the County.

3.2 **Warranty.** PROVIDER HEREBY WARRANTS THAT THE SERVICES WILL NOT INFRINGE, MISAPPROPRIATE OR VIOLATE ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY; THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER, CONSISTENT WITH INDUSTRY STANDARDS; THE SERVICES WILL BE PERFORMED IN STRICT ACCORDANCE WITH THE HIGHEST STANDARDS OF CARE, SKILL, DILIGENCE AND PROFESSIONAL COMPETENCE APPLICABLE TO SUPPLIERS ENGAGED IN PROVIDING SIMILAR SERVICES; PROVIDER HAS THE REQUISITE SKILL AND STAFF TO PERFORM THE SERVICES REQUIRED HEREUNDER FULLY, IN A TIMELY AND EFFICIENT MANNER; AND PROVIDER WILL PERFORM THE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS.

3.3 **Indemnification.** Provider hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Provider, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Provider under any terms or provisions of this Contract.

3.4 **No Indemnity by County.** Provider acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. Provider agrees that no provision of this Contract or any other contract or agreement between Provider and the County may be interpreted to obligate the County to indemnify or defend Provider or any other party.

Article 4. TERMINATION

4.1 **Termination for Default.** Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its material obligations and responsibilities hereunder and is unable to cure such failure within a reasonable

period of time, not to exceed thirty (30) calendar days. Such termination shall be referred to as "Termination for Default". If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. Provider, however, shall be paid for all services and/or materials provided on or prior to the date of termination. Any fees paid in advance shall be returned to the County at a prorated amount.

4.2 **Termination for Financial Instability.** In the event that Provider becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against Provider of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under Section 4.1, the "Termination for Default" clause, by giving written notice thereof.

4.3 **Termination for Convenience.** The County may terminate this Contract or any order under this Contract for its convenience and without cause. Any notice of termination will be effective thirty (30) days after the party receives it. If the termination is for the convenience of the County, Provider will be entitled to compensation for any Services that Provider has delivered before termination. Any fees paid in advance shall be returned to the County at a prorated amount. No early termination fees shall apply to the County.

Article 5. INSURANCE

5.1 Provider shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. **Worker's Compensation Insurance** as statutorily required by the State of Ohio. If Provider has employees working outside of Ohio, Provider shall provide Worker's Compensation Insurance as required by the various state and federal laws including Employers' Liability coverage.
2. **Commercial General Liability Insurance** with limits of liability not less than:
 - \$1,000,000 each occurrence bodily injury & property damage;
 - \$1,000,000 personal & advertising injury;
 - \$1,000,000 general aggregate;
 - \$1,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

3. **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

4. **Additional Insurance Coverage:**

a) **Professional Liability Insurance/Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering, consultants, counselors, medical professionals, legal and/or other professional services with a limit of liability not less than:

\$1,000,000 per claim;

\$2,000,000 aggregate.

5.2 **Insurance Coverage Terms and Conditions**

1. The insurance policies of Provider required for this Contract, shall:

a) Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation, Professional Liability/Errors & Omissions Insurance and Technology Professional/Errors & Omissions Insurance.

b) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County; and

c) Be primary and not in excess or contingent on any other basis; and

d) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:

(A) "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability"; and/or

(B) "Waiver of subrogation in favor of the County."

2. The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A- VII or above.

3. The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.

4. These insurance provisions shall not affect or limit the liability of Provider stated elsewhere in this Contract or as provided by law.

5. Provider shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

6. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
7. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
8. Where coverages are made on a claims-made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.
9. Provider shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

Article 6. CONFIDENTIALITY

6.1 Client Data Confidentiality. Client Data is any information that is, or can be, related to an individual client including but not limited to personally identifiable information (PII) or personal health information (PHI) as defined at 45 CFR 164.501. By receiving Client Data in any form whatsoever from the County, SA shall protect the confidentiality of said data pursuant to all applicable federal, state and local laws and regulations concerning the security and protection of Client Data including, but not limited to the requirements of the Ohio Administrative Code, the Ohio Revised Code, the regulations promulgated by the United States Department of Health and Human Services, the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and all related regulations including any amendments thereto.

6.2 Information. During the Term of this Contract, each party hereto may disclose information ("Information") to the other party by a variety of means, including oral presentations, provision of documents or portions thereof, samples or other physical materials, visual inspection or otherwise. For purposes of this Contract, the term "Disclosing Party" shall refer to either Party hereto and any of its parents, subsidiaries, affiliates, partners, members, and employees (collectively "Representatives") in connection with such party's disclosure of Information to the other party and the term "Recipient" shall refer to either party hereto and any of its Representatives hereto in connection with such party's receipt of Information from the other party. Either party hereto shall cause any of its Representatives that receives Information to be bound by all terms of this Contract. Information may or may not be expressly identified as "confidential" at the time of its disclosure to the Recipient. Such identification shall not be a condition to the protection of Information hereunder.

6.3 Disclosure. The Recipient shall (a) maintain the confidentiality of any Information disclosed; (b) not disclose or permit the disclosure of any Information to any person other than those expressly described in this Contract; (c) not use Information except for the limited purpose of the commercial relationship between the parties; and (d) protect Information from disclosure or other misuse with the same degree of care as the Recipient uses to protect the Recipient's own most valuable confidential information (but in no case with any less than reasonable care). The Recipient shall immediately notify the Disclosing Party of any disclosure of any Information which is not permitted by this Contract or other misuse of any Information or breach of this Contract. Unless otherwise expressly authorized in writing by the Disclosing Party, the Recipient shall, to the extent reasonably possible, but without limiting the Recipient in its use of Information as permitted herein, (a) limit disclosure of Information to those employees and/or agents of Recipient for whom such knowledge is essential for the purposes set forth in this Contract ("Other Persons"), and (b) limit the number of any copies made of physical materials containing any Information. The Recipient shall cause any Other Persons who receive Information from the Recipient to be bound by all terms of this Contract. Without limiting the direct liability of any Other Persons that may have received Information directly or indirectly from the Recipient, the Recipient shall be responsible for the disclosure or other misuse of Information by any Other Persons, and the Recipient shall immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any Other Persons of which Recipient becomes aware.

6.4 Exclusions. The obligations of this Contract shall not apply to, and "Information" shall not include, any information which the Recipient can prove: (a) is in the public domain in a collected form on the date of disclosure by the Disclosing Party to the Recipient; (b) comes into the public domain other than by direct or indirect disclosure by the Recipient or a party receiving the information from the Recipient; (c) is lawfully obtained from the County under circumstances which allow the Recipient to freely disclose the information to any other party without confidentiality restrictions; (d) is already known to the Recipient on the date of disclosure by the Disclosing Party to the Recipient other than as a result of disclosure from the County; or (e) is developed independently by the Recipient without making use of any information received from the Disclosing Party.

6.5 Release. In the event that the Receiving Party or any of its Representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the Information, the Receiving Party will provide the Disclosing Party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the Disclosing Party may seek, at its sole cost, a protective order or other appropriate remedy (and if the Disclosing Party seeks such an order, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests) and/or waive compliance with the provisions of this Contract. In the event that such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with

the provisions of this Contract, the Receiving Party will furnish only that portion of the Information which is legally required.

Article 7. MONITORING, EVALUATION AND QUALITY ASSURANCE (CPA)

7.1 Performance Measures and Outcomes. The effectiveness of the Provider services shall be measured by the achievement of performance measures and outcomes as identified in the Statement of Work, utilization as defined in the Budget, and compliance with the terms and conditions of the Contract.

7.2 Comprehensive Program Assessment (CPA). The County will determine the overall performance of contracted services and programs through monthly monitoring activities and the Comprehensive Program Assessment (CPA).

Monitoring activities may consist of, but are not limited to:

- Reviewing required reports and other submissions
- Reviewing required invoicing documentation and protocol
- Quality Improvement interventions needed to address and remedy issues discovered through the monitoring activities

The CPA consists of a series of coordinated activities designed to support, assess, and document program implementation, performance, and compliance. CPA activities may consist of, but are not limited to:

- Provider presentations and meetings to discuss program features, progress, adjustments, or other notable program results;
- Case File Reviews conducted by the County to ensure compliance with case file requirements and documentation of services rendered;
- Surveys and other methods to gauge participant feedback;
- Review of program outcomes; and
- Program enhancements and updates based on County feedback with regards to services and performance.

Findings based on any of the aforementioned activities will be communicated to the Provider in writing. In the event of negative findings resulting in areas in need of improvement or noncompliance, the Provider will respond in writing detailing an improvement plan and/or a corrective action plan for each issue.

The CPA and monitoring are on-going and evolving processes. The County reserves the right to modify the processes, activities, and products during the contract period in order to most effectively meet the monitoring and compliance needs of the County.

Failure to achieve performance goals or to comply with the terms of this Contract will be cause for or result in reduction of funding, recuperation of funds paid, or termination of this Contract in

part or in whole.

Article 8. OWNERSHIP

8.1 Documents. All documents created pursuant to this agreement shall be the property of the County upon approval and acceptance of such documents.

8.2 Data. All data, documents and information provided to Provider by the County shall remain County property and shall be kept confidential in accordance with Article 6. Upon termination of this Contract, unless expressly agreed to otherwise in writing, Provider shall return all County owned data, documents and information.

Article 9. SECURITY

9.1 General. Provider is solely responsible for any security breaches affecting servers or accounts under its control on behalf of the County. If the County's server or website is responsible for or involved in an attack on or unauthorized access into another server or system, Provider will follow agreed incident response plan which may include immediate shut it down of systems and shall take all necessary measures to protect County Data and ensure continuity of Services.

9.2 Security Standards. The Services shall operate at the moderate level baseline as defined in the National Institute of Standards and Technology ("NIST") 800-53 Rev. 4 moderate baseline requirements, be consistent with Federal Information Security Management Act ("FISMA") and be in the process of and contingent on final compliance in the Federal Risk and Authorization Management Program (FedRAMP), familiar with and align secure development to the Open Web Application Security Project ("OWASP") guidelines/testing best practices, any applicable County's security standards, and offer a customizable and extendable capability based on open standards application programming interfaces ("APIs") that enable integration with third party applications. Additional Security requirements are contingent on the NIST Cyber Security Framework as denoted by Executive Order 13636.

9.3 Viruses and Malware. Provider will use its best efforts through quality assurance procedures to ensure that there are no viruses or malware or undocumented features in its infrastructure and Services and that they do not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any use of or access to them by County.

9.4 Handling of County Data. County Data shall remain the sole property of County. County may access, extract, disclose and otherwise use County Data and Shared Data in any form or format without restriction by Provider. Provider acknowledges that it has no ownership or proprietary rights to County Data. Provider shall not, without the County's prior written consent, copy or use County Data or Shared Data except to carry out its obligations under this Agreement and will not transfer or disclose County Data or Shared Data to any party not involved in the performance of this Agreement. Provider will ensure County Data and Shared Data is secure and protected from unauthorized disclosure, modification, or

destruction. Provider shall comply with all applicable National Institute of Standards and Technology ("NIST") standards, and:

- i. apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Agreement;
- ii. ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability;
- iii. maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as detect and respond to those threats and vulnerabilities;
- iv. maintain appropriate identification and authentication process for information systems and services associated with County Data and Shared Data;
- v. maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with County Data and Shared Data;
- vi. implement and manage security audit logging on information systems, including computers and network devices; and
- vii. upon request, provide quarterly Vulnerability reports and annual full risk assessments to the County.

Provider will maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques or the Center of Internet Security ("CIS") Benchmarks where applicable and is consistent with the County's security standards. Provider shall determine which ports and services are required to support access to systems that hold County Data and Shared Data, limiting access to only these points, and disabling all others. Provider shall use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination and strong authentication. Provider shall use assets and techniques such as encryption, layer 1-7 packet inspection and filtering with SSL inspection, activity logging, and implementation of system security fixes and patches as they become available. Provider will use two-factor authentication to limit access to systems that contain County Data and Shared Data. Unless County instructs otherwise in writing, all County Data and Shared Data is both confidential and critical for County operations, and Provider's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of Provider's protection and control of access to and use of data, Provider will employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access County Data and Shared Data, as well as attacks on Provider's infrastructure associated with County Data and Shared Data. Further, Provider must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with County Data and Shared Data.

9.5 Secure Transfer of Data. Provider will ensure that County Data and Shared Data is secure before transferring control of any systems or media on which County Data and Shared Data is stored. The method of securing the data must be appropriate to the situation and may

include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of obligations under this Agreement.

9.6 Business Continuity Plan. Provider shall prepare a business continuity plan in place ("BCP"). Provider must test and update the IT disaster recovery portion of its BCP at least annually, potentially in line with Provider's scheduled testing. The BCP shall address procedures for response to emergencies and other business interruptions. The BCP shall address backing up and storing data at a location sufficiently remote from the facilities at which Provider maintains County Data and Shared Data in case of loss of that data at the primary site. The BCP also must address the rapid restoration, relocation, or replacement of resources associated with County Data and Shared Data in the case of a disaster or other business interruption. Provider's BCP will address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to County Data, Shared Data and Processes. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. Provider will provide for reviewing, testing, and adjusting the BCP by the County on an annual basis.

9.7 Portable Computing Devices. Provider shall not allow County Data and Shared Data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly and if adequate security measures are in place to ensure the integrity and security of the County Data and Shared Data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, County Data and Shared Data shall be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. Provider shall also maintain an accurate inventory of all such devices and the individuals to whom they are assigned. Provider shall have reporting requirements for lost or stolen portable computing devices authorized for use with County's Data and Shared Data and Provider must report any loss or theft of such to County in writing as quickly as reasonably possible. Provider also must maintain an incident response capability for all security breaches involving County Data and Shared Data whether involving mobile devices or media or not. Provider will detail this capability in a written policy that defines procedures for how it will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access County Data, Shared Data or the infrastructure associated with County Data and Shared Data.

9.8 Encryption. Any encryption requirement identified in this Agreement must meet the NIST standards identified above.

9.9 Notification of Breach. In case of an actual security breach that may have compromised County's Data and/or Shared Data, including but not limited to loss or theft of devices or media, Provider shall notify the County in writing of the breach within 72 hours of becoming aware of the breach, and fully cooperate with the County to mitigate the consequences of such

a breach. This includes any use or disclosure of the County Data and Shared Data that is inconsistent with the terms of this Agreement and of which Provider becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Agreement by an employee, agent, or subcontractor of Provider. Provider must cooperate with the designated County contacts and assist the County in making any notifications to potentially affected people and organizations that the County deems are necessary or appropriate. Provider must document all such incidents, including its response to them, and make that documentation available to County promptly upon request. In addition to any other liability under this Agreement related to Provider's improper disclosure of County Data and Shared Data, and regardless of any limitation on liability of any kind in this Agreement, Provider will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in Provider's possession. Such identity theft protection must be reasonably acceptable to the County.

9.10 Access to Data. Provider will ensure that the County retains secure access and download capability for County Data and Shared Data for any purpose. All County Data and Shared Data stored in systems supporting Provider's Services must reside within the contiguous United States with a minimum of two data center facilities at two different and distant geographic locations and be handled in accordance with the requirements of this section at all Service Provider locations.

9.11 Data Analysis Use for Research and Academic Publication. Provider shall provide the County with an opportunity to review any proposed publication materials at least 60 days prior to submission for publication or presentation for the purpose of identifying any Confidential Information or patentable subject matter that is contained therein and that information shall be removed by Provider upon request. The County may also require that the publication be delayed, no longer than sixty (60) days from receipt by Provider of notice of the same, in order to protect such information; County shall perform such review within 60 days of receipt. In no event shall Provider publish any findings, analyses, data, opinions, etc., or file, publish or present any theses, dissertations, papers, etc. derived from any work performed under this Agreement without County review.

Article 10. AUDIT RESPONSIBILITY

10.1 OMB CIRCULAR A-133. The Provider acknowledges that they are a vendor as defined in Office of Management and Budget (OMB) Circular A-133; Subject: Audits of States, Local Governments and Non-Profit Organizations. The Provider agrees to comply with all relevant requirements of OMB Circular A-133 and is advised that a full text copy of the circular is available at www.whitehouse.gov/omb/

The Provider further acknowledges responsibility for obtaining an annual single or program specific external audit, to include an assessment of the degree of compliance with the requirements contained in OMB Circular A-133 for Federal funding, if required pursuant to 2 CFR § 200.501.

The Provider agrees to provide a copy of this audit to the County each year within 30 days of receipt.

The County reserves the right to withhold payment of the final contract invoice, or subsequent invoices in the event of a contract amendment, pending receipt of the annual audit.

The Provider acknowledges that they are subject to subrecipient program monitoring, as defined in OMB Circular A-133 and as implemented by the Ohio Department of Jobs and Family Services (ODJFS) OAC Rule: 5101:9-1-88; Subject: Subrecipient Annual Risk Assessment Review and Subrecipient Monitoring Process.

These monitoring activities include, but are not limited to an on-site or desk review of Provider records to:

- Verify that services being provided are within the scope of the funding being received.
- Provide reasonable assurance that the cost of goods, services and property are allowable and that expenditures appear to be within the budget submitted.
- Provide reasonable assurance that the Provider has acquired goods and services in accordance with applicable local, state and federal regulations.
- Provide reasonable assurance that reports are supported by underlying accounting or performance records and are submitted in accordance with provisions of the contract.
- Ensure that, when applicable, appropriate cash management practices are in place; that program income is correctly earned, recorded and used; and that required audits are obtained and the Provider is in compliance with any resulting corrective action plan.

10.2 Other Audits and Reviews. The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception or finding resulting from any appropriate federal, state or local audit or review related to the provisions of this contract.

Audits and reviews will be conducted using a "sampling" method. Depending on the type of audit or review conducted, the areas to be reviewed using the sample method may include but are not limited to; months, expenses, total units, and billable units. If errors are found, the error rate of the sample period may be applied to the entire audit period or other appropriate methods may be utilized.

The Provider agrees to repay the County amounts due that result from any audit or review finding with monetary implications contained in an audit or review conducted by any appropriate federal, state or local government entity.

The Provider agrees to repay the County the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims.

When an overpayment is identified and the overpayment cannot be repaid in one month, the Provider will be required and hereby agrees to sign a Repayment of Funds Agreement. The Provider recognizes and agrees that the County may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract. If payments are not made according to the agreed upon terms, future checks will be held until the repayment of funds is current. Checks held more than 60 days will be canceled and will not be reissued.

The County also reserves the right to not increase the rate(s) of payment or the overall contract amount for services purchased under this contract if there is any outstanding or unresolved issue related to an audit finding.

The County may allow a change in the terms of the Repayment of Funds Agreement. Any change will require a formal amendment to the Repayment of Funds Agreement that must be signed by all parties. An amendment to the Repayment of Funds Agreement may also be processed if any additional changes or issues develop or need to be addressed.

10.3 Other Deliverables. Within 30 days of receipt, the Provider agrees to give the County a copy of Provider's annual independent audit report and any associated management letters.

Article 11. MISCELLANEOUS

11.1 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County
Division of Contract Administration and Performance
ATTN: Daniel Humphrey, Interim Manager
1641 Payne Avenue, Room 510
Cleveland, Ohio 44114
Daniel.humphrey@ifs.ohio.gov
(216) 274-6434

In the case of Provider:

US Together, Inc.
ATTN: Nadia Kasvin, Co-Founder and Director
1415 E. Dublin-Granville Road, Suite 100
Columbus, Ohio 43229
nkasvin@ustogether.us
(614) 437-9941

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

11.2 Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

11.3 Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

11.4 Record Audit Retention. Provider agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the Term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should Provider be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

11.5 Records and Reporting. The County reserves the right to request additional reports pertaining to the specific program during the contract period. It is the responsibility of the Provider to furnish the County with reports as requested. The County may exercise this right without a contract amendment. The County reserves the right to withhold payment until such time as the requested and/or required reports to the satisfaction of the County are received.

11.6 Governing Law and Jurisdiction. This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Provider hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason. All contracts in which the County is a party, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>

11.7 Social Security Act. Provider shall be and remain an independent contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Provider for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials; and Provider also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

11.8 Assignment. Provider shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County.

11.9 Contract Processing. Provider shall submit one (1) original contractual agreement with original signature to the following:

Cuyahoga County
Department of Health and Human Services
Division of Contract Administration and Performance
ATTN: La Teisa Crockett
1641 Payne Avenue, Room 510
Cleveland, Ohio 44114
(216) 987-7949
Fax: (216) 987-7090
Lateisa.crockett@jfs.ohio.gov

11.10 Ethics Requirements. Provider agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by Provider shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at: <http://inspectorgeneral.cuyahogacounty.us/>

11.11 Entire Agreement and Modification. This Contract, including any Exhibits and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized

representative of the party against which such modification, change or amendment is sought to be enforced.

11.12 Findings and Recovery. Provider represents and warrants that it is not subject to an “unresolved” finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and Provider must immediately repay to County any funds paid under this Contract and must make the County whole for any damages sustained by the County.

11.13 Good Standing. Provider is in good standing and has the full legal authority to enter in to this Contract and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business as presently conducted and will remain so qualified and in good standing during the Term of this Contract. Pursuant to 2 C.F.R. 200.213 and 2 C.F.R. Part 180, Provider certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

11.14 Conflicts of Interest. Provider personnel may not acquire any personal interest that conflicts with Provider’s responsibilities under this Contract. Additionally, Provider will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under Provider’s control, if such an interest would conflict with that official’s or employee’s duties. Provider will disclose to County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. Provider will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person’s participation in any such action would not be contrary to the public interest.

11.15 Force Majeure. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by a force majeure event, which is defined as a supervening condition beyond that Party’s reasonable control, including, without limitation, an act of God, civil commotion, strike, labor dispute, or governmental demand or requirement. Any Party unable to perform due to force majeure shall notify the other Party as soon as practicable and shall take all actions necessary to void or otherwise mitigate the effects of the force majeure event. Any suspension of Services due to force majeure shall be of no greater scope or duration than is necessary. The County is relieved from any obligation to pay for any Services that are suspended as a result of the force majeure event.

11.16 Severability. If any provision of this Contract is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties’ objectives to the greatest extent possible under applicable law and the remaining provisions of this Contract will continue in full force and effect.

11.17. Independent Contractor. It is fully understood and agreed that Provider is an independent contractor and is not an agent, servant, or employee of County. Provider declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities.

11.18. Headings. The section headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

11.19. Assignment; Binding Effect. Provider may not assign this Contract without the prior written consent of the County.

11.20. Equal Employment Opportunity. Provider will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

11.21. Drug-Free Workplace. Provider must comply with all applicable state and federal laws regarding keeping a drug-free workplace. Provider must make a good faith effort to ensure that all its employees, while working on County property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

11.22. Counterparts. This Contract may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

11.23. Anti-Discrimination. Provider agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of Provider to provide equal opportunity to all business persons seeking to contract, or otherwise interested in contracting with Provider, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of Provider to enter into any particular agreements.

11.24. Public Records Law. Notwithstanding any provision of this Contract to the contrary, Provider acknowledges that the County is subject to the Ohio Public Records Act (O.R.C. 149.43). If the County receives a request to disclose any information defined as "Confidential Information" or labeled as such by Provider, the County will promptly provide notice of the request for information so that Provider may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such Confidential Information. The burden of establishing the applicability of exceptions to disclosure of information under the Ohio Public Records Act law resides with Provider.

11.25 No Apparent Authority/Proper Approvals. Provider recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

11.26 Duplicate Billing. The Provider warrants that claims made to the County for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of public or private funds for the same service.

11.27 Additional Contractual Arrangements. This contract in no way precludes, prevents, or restricts the Provider from obtaining and working under an additional contractual arrangement(s) with other parties aside from the County, assuming that the contractual work in no way impedes the Provider's ability to perform the services required under this Contract. The Provider warrants that at the time of entering into this contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that which will impede its ability to perform the services under this contract.

11.28 Execution by Other Entities. The County of Cuyahoga, Ohio and any agency, board, department, municipality, public or private educational system and any other public entity or organization affiliated with Cuyahoga County including, without limitation, law enforcement and first responders, may enter into a contract with Provider for the services set forth in this Contract upon the same terms and conditions as are set forth herein including, without limitation, price. Any such arrangement shall be documented in a separate agreement to be executed by Provider and such entity.

11.29 Property of Cuyahoga County Department of Health and Human Services. Any item produced under this contract or with funds provided under this contract, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of Cuyahoga County Department of Health and Human Services which has an unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables. The Provider will not obtain copyright, patent, or other proprietary protection for the deliverables. The Provider will not include in any deliverable any copyrighted matter in the manner provided in this contract. The Provider agrees the deliverables will be made freely available to the general public unless the County determines, pursuant to state or federal law, that such materials are confidential.

11.30 Grievance Process. The Provider will notify the County in writing on a monthly basis of all grievances initiated by participants that involve the services provided through this contract. The Provider shall submit any and all facts pertaining to the grievance and the resolution of the grievance to the program contact person.

The Provider will post their organizational grievance policy and procedure in a public or common area at each contracted site so all participants are aware of the process.

11.31 Annual Appropriations. All of the County's obligations under the Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify Provider of

such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County.

Article 12. ELECTRONIC SIGNATURE

PROVIDER AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. PROVIDER ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the County and Provider have executed this Contract effective as of the Effective Date.

CUYAHOGA COUNTY, OHIO
Armond Budish, County Executive



2021-03-25 09:49:51

or designee pursuant to Executive Orders
No. EO2018-0002 dated October 31, 2018
or No. EO2018-0001 dated February 26, 2018

And

US TOGETHER, INC.

BY: Nadia Kasvin 

Name: Nadia Kasvin

Title: Co-Founder/Director

The legal form and correctness
of this Contract is hereby approved:
Law Department, County of Cuyahoga, Ohio
Elizabeth Baraona, Assistant Law Director
Gregory G. Huth, Esq. Director of Law
Elizabeth Baraona, Assistant Law Director



2021-04-03 07:21:27

Exhibit 1

STATEMENT OF WORK (Agency)

The County agrees to enter into a contract with US Together ("UST" or "Provider") for the period of March 1, 2021 through February 28, 2023 to provide oral and sign language interpretation and document translation for individuals referred by County staff.

The Provider will provide in-person, telephonic, and American Sign Language interpretation services to approximately 4,000 individuals; written translation services; training for County staff on how to work with interpreters; and training for bi-lingual County staff in order to ensure minimum competency to provide interpretation services, as described below.

I. Program Activities and Definitions

Oral Interpretation

US Together will make interpretation services available 24 hours a day/7 days a week for both scheduled appointments and emergencies. Telephonic (on demand) interpretation services will be available immediately via a sub-contractor and/or UST interpreter. In-person/onsite interpreter services will be available for appointments scheduled 24 hours or more in advance. For emergencies/crisis in-person interpreter service requests submitted less than 24 hours from the start time of the appointment, an interpreter will be made available within 45-75 minutes of the request. Oral interpretation will be provided in the source language to the target language and vice versa and may be conducted at any County office, designated public location as well as in the home of clients as needed. Interpretation also includes American Sign Language for hearing impaired individuals, which is available through in-person and on demand virtual remote interpreting services.

Document Translation

US Together will provide linguistically accurate, easily readable translated documents which will be stored in the Language Translation database and available to the County upon request. All translations will be completed in a timely manner based on the size of the documents. In order to minimize costs over time, documents stored in the database will be used first when translation requests only require minor editing/updating.

Training

US Together will provide quarterly professional development training open to all HHS staff on how to work effectively with interpreters using the Beyond the Borders: Interpreter Training Workshop curriculum. This includes a segment on deaf culture, how to work with sign language interpreters, and an understanding of the Title VI of the Civil Rights Act which governs equal access to federally funded programs. In addition, annual two-day interpretation skills training course will be provided for new or newly designated bi-lingual staff members, with subsequent testing of interpretation

knowledge and annual continuing education to further develop bi-lingual staff and terminology skills.

Staffing

Staff will possess the minimum credentials outlined in Request for Proposal #3325:

- Interpreter and translator staff must be at least eighteen (18) years of age
- Possess, at a minimum, a recognized university degree or interpretation/translation certification, plus a minimum of three years of professional translation or interpretation experience.
- Knowledgeable in the general subject of the material to be interpreted and/or translated and have intimate familiarity with both the target and source cultures.
- For consecutive interpreting, interpreters should have excellent note-taking skills and be able to express thoughts clearly and concisely in both languages.

The Provider will maintain a copy of the resumes/credentials for all staff, including interpreters. In addition, the Agency will be notified in writing of any program staff changes during the contract year and will be provided a resume for any new staff. US Together will monitor interpreters' compliance with Staff Service Standards outlined in the RFP.

II. Program Reporting and Outcomes

Monthly Report

The Provider must submit a monthly report by the 15th of each month (for all clients served in the month prior), consisting of detailed data on all clients referred to the program, activities and/or services rendered, and the results of those activities. The purpose of the monthly report is to provide detailed data and the results of the intervention. The specific format of the report will be prepared by the Agency and is subject to change to meet program and agency needs.

UST will report the program activities and outcomes below, including but not limited to:

- Number of interpretation requests by type
- Number of interpretation requests by Department
- Number of interpretation requests by language
- Number of requests canceled by requestor
- Number of requests no-show by interpreter
- Number of requests no-show by client
- Total number of interpreter sessions completed
- Number of translation requests by Department
- Number of translation requests withdrawn/canceled
- Number of translation requests completed

Quarterly Management Report

The Provider must submit a quarterly management report which is a combination of performance data, narrative, and analysis that illustrates the overall performance and productivity of the program. These should be summary level reports that track pertinent inputs, activities, results, and demonstrate the overall effectiveness of the program.

The specific format and of the report will be prepared by the Agency and includes reporting of performance measures and outcomes. The purpose of the report is to document overall concerns, issues, strategies, improvements, or changes that have been made to any aspect of the program or service delivery. Quarterly reports are due on the 15th of the month following the reporting quarter.

Year-End Reports

Year-End reports summarize the program's overall performance for the year including inputs, activities, outputs, and outcomes. It should provide a brief description of implementation and operations strategies and practices and in general, address the overall impact of the program. The year-end report is due to the Agency by March 31st, 2022 for year one of this contract and by March 31, 2023 for year two.

Program Satisfaction

Us Together will randomly survey a selection of service users that measure the perceived quality of interpreting services provided by UST interpreters. County staff attending trainings and professional development courses will be given a training evaluation to fill out at the end of the session. Results of these surveys and evaluations will be maintained by UST.

III. Additional Requirements

The Provider must maintain case file documentation for interpreters that, at a minimum, demonstrates/includes evidence of:

- Completion of orientation
- Completion of 24 hours of basic training
- 80% or higher grade on the basic training test
- 80% or higher grade on the test for human services
- 80% or higher grade on the test for human services
- 80% or higher on bilingual fluency assessment test (score "9" for "Advanced" if administered by ALTA)
- Completion of 16 hours of continuing education within the first year of employment
- Completion of 4 hours mandatory continuing education semi-annually for every year of employment after the first.
- Signed and dated Professional Standards Agreement.
- Signed and dated Code of Ethics.

- Signed and dated interpreter contract
- Completed background check
- If applicable, documentation of an annual evaluation
- Signed and dated confidentiality statement
- Updated resume/documentation of credentials

The Provider must maintain case file documentation for translators that, at a minimum, demonstrates/includes evidence of:

- Updated resume/documentation of credentials
- Professional references
- Two samples of translation work
- Completion of orientation
- Competency evaluations

The Provider must only serve individuals referred to them by the Agency. If a referred individual does not appear to meet the referral criteria, the Provider will inform the Agency worker and refer the individual back to the Agency.

The Provider must attend periodic briefing meetings to ensure continuity of service delivery and effective program management.

The Provider must maintain an accounting system and supporting fiscal records adequate to enable the Agency to audit and otherwise verify all payments made.

Overview

US Together, Inc. will provide Cuyahoga Job and Family Services and additional county department users with language support services, including trained and highly qualified interpreters that will be available 24-hours a day, 7 days a week. Interpreting services include both American Sign Language and oral language support for scheduled appointments, as well as any emergency/crisis situation. Additionally, translators, that are highly skilled and qualified, will provide accurate written translation from source to target languages for all customers of Cuyahoga County Department of Job and Family Services (CCDJFS).

Target Population

The target populations for Oral and Sign Language interpreting are the limited English Proficient communities, and hard of hearing and deaf community that are customers of Cuyahoga Job and Family Services and additional county department users of the service.

Key Program Activities

US Together, Inc. (UST) key program activities include language support to interact with customers that have limited English proficiencies. For oral languages, UST will provide interpreters by phone, video platform, and onsite interpreter attendance. While scheduling services, UST will work with the requesting county representative to determine the best method of interpreting for the needs of their department and the situation in question. If a customer of county services is deaf and/or hard of hearing, UST will provide trained, American Sign Language (ASL) interpreters via video platform or onsite sessions. UST and the county requester will work together to determine the best method for the various aspects of the need: urgency, topic, length, and consumer information.

Administrative management of language support services will include compliance oversight, data tracking, reports, and timely responses to questions, concerns, and for feedback, and 24-hour dispatch services. Compliance will review aspects of the contract to ensure all program requirements are being maintained by UST, while reaching out to the Division Contract Administration and Performance when a situation requires clarity. Compliance will be reviewed by quarterly reports and measurements, as well as monthly statistics used to ensure an adequate number of staff and contract interpreters and/or translators are available to meet the needs for all LEP and ASL customers for the county.

The US Together Plus system (USTP) provides the unique ability to require specific data fields within the system to be required for identified encounter types. In the event specific details or data elements will need to be documented, UST can specify additional required data entry fields within the USTP system as well as with the on-demand platform services. In the event a detail is mandatory for paperwork processing or invoice approval, UST compliance management will make appropriate changes to USTP.

Monthly reporting will match contract expectations, total number of requests will be documented, with a breakdown of agency, communication type, and notation of canceled

sessions or no-show of interpreters. Quarterly reports will provide documentation about challenges, situations, and benchmarks. As part of this step, customer service experiences of county employees will be reviewed and measured. The analysis of quarterly reports will provide feedback for benchmarks, while also defining the expected benchmark.

Employees of UST will be required to maintain open communication with requesters, supervisors, and administrative levels of the county agencies. A unique email address (ClevelandInterpreters@ustogether.us), is where all emails are triaged when arriving, indicating urgency and, when appropriate, flagged for a specific UST employee to review and respond. This email can be used for inquiries, requests, document requests, or feedback. Translations will be considered an urgent request and it is anticipated that a quote will be returned within 1 business day, at which point the estimated time for a returned project will be noted. In the event a quote is not received by the next business day, a call or email to UST compliance management will ensure that the request receives immediate attention.

UST will operate a 24-hour dispatch line that has an actively used voicemail system. USTP systems allow for data entry at any time, regardless of urgency. UST requires urgent requests to be called into dispatch, following creation of the request in the USTP platform, alerting coordinators to look for the request within the online system. Urgent needs are defined as an interpreter being needed within as little as 45 minutes, being needed within 1 business day, or needed during a weekend or observed holiday. Non urgent appointments are highly encouraged to be sent by email or by direct data entry to the USTP system. Upon completion of data entry, every requester receives a system notification that the appointment was saved. In the event a call to dispatch is not answered immediately, there will be a secure voicemail available; it is highly encouraged that as many details as possible for interpreter scheduling be included in any voicemail recording.

Equal Access

US Together, Inc. employs monolingual and multilingual schedulers, administratively, and for afterhours dispatch. In the event that UST has a call that is received in a language that the answering employee does not speak, UST provides itself with on-demand interpreter access via the USTP system.

Staffing

Interpreter Competency will be monitored for verbal language proficiency in both English and the target languages, using oral and writing tests. The qualification standard to work with UST is a passing rate of 80% on both tests. Four (4) hours semi-annual mandatory continuing education training is required for all UST interpreters. Continued education classes will be offered on the following topics, along with any pertinent training arising from experiences in the field: Human Services terminology, Interpreting in Mental Health field, Interpreting in Domestic Abuse situations, Review of Interpreter Roles and Review of Feedback/Complaints from Provider. Translators will provide references for previous projects, which will be used to confirm quality and satisfaction by interviews with the references. Interpreters can update their qualifications on the Interpret Manager platform. UST also records qualifications within the internal records of UST.

Translator Qualifications begin with an interview by designated UST administrators. Translators are then required to provide written documentation of credentials, professional references and two samples of translation work. Translators participate in an Interpreter Services Orientation session where they learn about filling out all required documentation and payment processing. Translators are evaluated for the competency in the following areas: reading through original material and rewriting it in the target language, ensuring that the meaning of the source text is retained; using specialist dictionaries, thesauruses, and reference books to find closest equivalents for terminology and words used; researching legal, technical, and scientific phraseology; proofreading and editing. Expectations are that 1) translators will provide clients with a grammatically correct, accurately expressed final version of the translated text, typically in a form of an electronic document 2) will meet deadlines and 3) will develop and maintain professional knowledge on specialist areas of translation.

Participant Tracking and Documentation

Reporting requirements will match contract expectations, partly noted above, but will include quantitative performance indicators, including:

1. Number of requests for interpreting services and the number of those requests that were completed.
2. Number of requests for translation projects and number of completed requests.
3. Number of high-volume languages requested, broken down by department, not to exceed 8 languages, and noncumulative from previous month's reports.
4. Address of locations for onsite appointments or a platform type for virtual visits.

Additional report/data summaries will be available to county administrators via the USTP system, using administrative log-in credentials, or by having users identified as administrators.

Monthly billing will include an invoice that identifies the total amount due by the county and a summary that includes the ability to breakdown or filter information by department, language, communication type, and case number.

Performance Benchmarks

Standards	Description	Quality Assurance Tool	Benchmark
UST ability to provide coverage for all interpreting and translation needs of the county.	All requests for oral and sign language interpretation services will be provided 24 hours a day, 7 days a week, via scheduled or emergency needs	Data analysis of reports provided to administration based on available reporting methods within the USTP platform.	100%
Interpreter qualifications.	a) Are trained. b) Knowledgeable about health and social service delivery systems. c) Able to facilitate communication at all stages of service.	Qualifications measured by passing a test with at least 80% success rate for both training and proficiency.	100%
Cultural sensitivity from UST employees and contractors.	Interpreters and translators shall accurately and completely represent their certification, training, and pertinent experience	Customer satisfaction by survey or evaluation and/or documented completion of cultural sensitivity training.	100%
Interpreter uses method of consecutive interpreting.	Interpreters can perform consecutive interpretation without the active assistance of dictionaries.	Interpreter testing, client reports, and onsite observations by supervisors.	100%

Program Satisfaction

As part of the continued partnership between US Together, Inc. and Cuyahoga County Department of Health and Human Services, comparative statistics are available. UST has a detailed plan for measuring program satisfaction by the county and within the scope of interpretation and translation services. A random selection of 100 requesters are asked to complete an online survey monthly that measure the perceived quality of interpreting services provided by UST interpreters. County staff who attend trainings and professional development courses are asked to fill out a training evaluation at the end of the session. Results of these surveys and evaluations will be maintained by UST for up to two-years past the expiration of the contract with Cuyahoga County.

In the event UST receives feedback that indicates an issue with service or quality, the responses will include departmental identification for the Division of Contract, Administration and Performance to reach out and resolve any identified problems. Contract compliance has a goal of reducing or removing any significant issues by addressing them as they arise. When required, a full grievance can be documented, including the situation and response, as noted previously. UST strives to meet or exceed all benchmarks as set forth between UST and DHHS.

Exhibit 2

BUDGET

Cuyahoga Job and Family Services agrees to pay the Provider for costs described below to the degree they are determined to be fair and reasonable for interpretation and translation services in an amount not to exceed **\$1,200,000.00**.

I. Cuyahoga Job and Family Services agrees to reimburse the Provider for costs incurred to provide interpretation and translation services as follows:

A. On-site interpretation including sign language during regular hours, after hours, holidays and emergencies at **\$54.00 per hour**. After a minimum of (2) hours, the time will be calculated in 15 minute increments.

B. Travel for outside Cuyahoga County interpretation services will include:

Travel to destination; (1) hour interpretation rate
Travel back from destination; (1) hour interpretation rate
Mileage; \$0.54 per mile

C. Telephonic interpretation during regular hours, after hours, holidays and emergencies at **\$1.50 per minute**. A 15 minute minimum is applied.

D. Written translation rate is **\$0.30 per word**; \$20.00 formatting fee is applied if needed. Editing only service is \$50.00 per page.

E. Cancellation with less than 24-hour notice will result in a (1) hour minimum charge at \$54.00. All cancellations should be made prior to scheduled appointment. If cancellations occur the same day, a (1) hour minimum charge may be applied.

To receive reimbursement for these costs, an invoice must be submitted which includes the name, service description, dates of service, location service was provided, total time involved, rate and the total for the specified service.

II. Cuyahoga Job and Family Services agrees to reimburse the Provider for staff interpreter training in an amount not to exceed **\$52,880.00**.

How to Work Effectively with Interpreters Training	
(8) Sessions a year at \$1,085.00 per session	\$17,360.00
New Bilingual Staff Training	
(1) Training a year at \$4,440.00 per training	\$8,880.00
Continued Education Training for Bilingual Staff	
(6) Sessions a year at \$2,220.00 per session	\$26,640.00

III. Cuyahoga Job and Family Services agrees to reimburse the Provider for the Interpreter Management System training, technical assistance and platform access in an amount

not to exceed **\$9,600.**

To receive reimbursement for these costs, an invoice must be submitted which includes the department, service description, total time involved, rate and the total for the specified service.

IV. To receive reimbursement for these costs, the Provider must submit an invoice detailing the actual expenses incurred during the billing month with the appropriate supporting documentation.

V. The Provider understands that failure to comply with these provisions may result in Provider refunding any funds received from the Agency that were in violation of any provisions contained above.

VI. For payment processing, an invoice must be submitted by the 15th of the month following the month services were provided. All invoices must be submitted to:

Department of Health and Human Services
Division of Contract Administration and Performance
Attn: La Teisa Crockett, Contract Analyst
1641 Payne Avenue, Room 510
Cleveland, Ohio 44114
Email: LaTeisa.Crockett@ifs.ohio.gov



Health and Human Services, Division of Contract Administration and Performance
US Together
Interpretation & Translation Services
Fiscal Year 2023

Total Requests Onsite and/or Virtual	2023												YTD	
	March	April	May	June	July	August	September	October	November	December	January	February		
• CIFS	59	42	42	19	0	0	0	0	0	0	0	0	0	133
• DCFS	58	34	33	32	3	0	0	0	0	0	0	0	0	157
• OCS	0	0	2	1	0	0	0	0	0	0	0	0	0	3
• DSAS	2	2	3	3	0	0	0	0	0	0	0	0	0	10
• County Bd. of Revision	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• County Treasurer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• Ohio Means Jobs	4	1	3	6	0	0	0	0	0	0	0	0	0	14
• Witness/Victim Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• PRC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Number of Requests Onsite and/or Virtual	103	70	83	61	0	0	0	0	0	0	0	0	0	317
# of those requests that were afterhours:														
• CIFS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• DCFS	0	4	4	1	0	0	0	0	0	0	0	0	0	9
• OCS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• DSAS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• County Bd. of Revision	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• County Treasurer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• Ohio Means Jobs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• PRC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• Witness/Victim Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• Other (detail in narrative)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total # of afterhours onsite/virtual:	0	4	4	1	0	0	0	0	0	0	0	0	0	9
# of those requests that were for ASL:														
• CIFS	0	3	0	0	0	0	0	0	0	0	0	0	0	3
• DCFS	40	4	3	7	0	0	0	0	0	0	0	0	0	54
• OCS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• DSAS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• County Bd. of Revision	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• County Treasurer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• Ohio Means Jobs	2	1	3	1	0	0	0	0	0	0	0	0	0	7
• PRC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• Witness/Victim Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• Other (detail in narrative)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total # of onsite/virtual ASL:	42	8	6	8	0	0	0	0	0	0	0	0	0	64
Total Telephonic (On-Demand) Requests														
• CIFS	601	417	543	576	0	0	0	0	0	0	0	0	0	2137
• DCFS	93	119	92	60	0	0	0	0	0	0	0	0	0	384
• OCS	35	32	27	38	0	0	0	0	0	0	0	0	0	132
• DSAS	0	30	27	25	0	0	0	0	0	0	0	0	0	82
• County Bd. of Revision	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• County Treasurer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• Ohio Means Jobs	20	3	4	13	0	0	0	0	0	0	0	0	0	40
• PRC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• Witness/Victim Services	3	5	2	5	0	0	0	0	0	0	0	0	0	15
• Other (detail in narrative)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total # telephonic language requests	752	606	695	737	0	0	0	0	0	0	0	0	0	2790
# of those requests that were afterhours:														
• CIFS	0	1	3	1	0	0	0	0	0	0	0	0	0	5
• DCFS	0	2	3	9	0	0	0	0	0	0	0	0	0	14
• OCS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• DSAS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• County Bd. of Revision	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• County Treasurer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• Ohio Means Jobs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• PRC	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• Witness/Victim Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
• Other (detail in narrative)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total # of afterhours onsite/virtual:	0	3	6	10	0	0	0	0	0	0	0	0	0	19

Dept?	Reviewed?
• CIFS	IG
• DCFS	IG
• OCS	IG
• DSAS	IG
• County Bd. of Revision	IG
• County Treasurer	IG
• Ohio Means Jobs	IG
• Witness/Victim Services	IG
• PRC	IG

	Language Requests (Monthly - On B)										
	Spanish	Arabic	ASL	Slovak	Ukrainian	Nepali	Alghani/Darf	Spanish	Swahili	Ukrainian	Alghani/Darf
DCFS	Spanish	Swahili	ASL	Ukrainian	Arabic	Minyarwanda	Alghani/Darf	Spanish	Swahili	Ukrainian	Alghani/Darf
DSAS	Spanish	Nepali	Chinese (M)	Arabic	Turkish	Ukrainian	Pishho	Spanish	Swahili	Ukrainian	Pishho
DCSS	Spanish	Minyarwanda	Arabic	Swahili	Nepali	Arabic	No Requests	Spanish	Minyarwanda	Arabic	No Requests
County Bd. of Franklin	ASL	No Requests	No Requests	No Requests	No Requests	No Requests	No Requests	ASL	No Requests	No Requests	No Requests
County Treasurer	No Requests	No Requests	No Requests	No Requests	No Requests	No Requests	No Requests	No Requests	No Requests	No Requests	No Requests

Explanation and Analysis (please include analysis of data patterns/trends/expectations; discuss any variances from your expectations; trends/patterns from month to month and year-to-date; if any programmatic or process adjustments were made; highlights, challenges and additional observations.)

Analysis of data patterns/trends/expectations:

- June 2023: Increased of On Demand service calls for DCFS this month and decreased in hearing appointments for this month. Significant increase on scheduled virtual appointments for ASL this month and was able to cover with available ASL interpreters for virtual.
- We have an increased request for Translations this month more than last month.
- Continued drop on after hours appointments for both DCFS and JFS.
- Request for Spanish for DCFS onsite and JFS state hearing is still high and most requested language. But we are picking up more request for Ukrainian language.

Discuss any variances from your expectations:

June 2023:
 UST continue to have increase in Ukrainian requests followed by the Swahili language requests for this month. All other changes in numbers did not have a noticeable impact on the overall data for the month. There is a low request for Alghani language for this month. All other changes in numbers of languages did not have a noticeable impact on the overall data for the month.

Were any program or process adjustments changes needed?

June 2023:
 There was no adjustment to process with UST and CCDHHS. We have a continued teamwork with CCDHHS and UST which has allowed quick language access to all employees of the county. As changes in the department are causing adjustments, no disruption to quality of service was noted by UST nor CCDHHS.

Highlight Challenges?

June 2023:
 Communication with various department employees has continued to improve despite our short in staffing. But we maintain excellent communication with county employees, allowing for that better guidance to those who are in need of support/ assistance.

Additional observations?

June 2023:
 Current staffing has continued to ensure prompt follow up on employee and administrative contact from the county to UST. UST Teamwork is maintaining administrative attention to reports and customer service and have always prioritize Cuyahoga County needs at all times.

Cuyahoga County Office of Child Support Services CIVIL RIGHTS PLAN, ADA PLAN AND LEP PLAN

Attachment D - State of Ohio Civil Rights Training

EEO Bureau of Engagement, Advocacy, and Development (BEAD)-Bureau of Civil Rights provides the Cuyahoga Office of Child Support Services with general Civil Rights training. This training is meant for all County Job and Family Services employees to give them an overview of their responsibilities when it comes to observing the civil rights of the Ohioans we serve. It also gives the resources and best practices to make sure the agency is in compliance with all applicable guidance regarding discrimination in OCSS' programs, services, and activities.

It can be accessed through Ohio Learn using the employee's State User ID (SUID) number and password.



Language Services Training Schedule and Training Module Descriptions for 2024

All training sessions will be held via MS Teams.

Each registered employee will receive an email invitation in the form of an Outlook appointment to participate in the MS Teams training. Employees can **register for the training sessions using My Learning System found in InFor HRSD.**

Select the InFor Landing page icon on your desktop > Select InFor HRSD icon at the top > Look for Training box > Click on “MyLearning Access” hyperlink > Select “courses” option > Select “filter” > type in the name of the course as it is listed below. Once the course pops up you can select it and the date/time you wish to attend. You must then select “register”. For video instructions use the link below:

[Learner - Registering For Course Events - YouTube](#)

Please submit registration within the MyLearning system at least three days prior to the start of training. If you have any complications with registering in MyLearning, please contact Ken Jackson at Kenneth.Jackson@ifs.ohio.gov.

Description of training modules and dates of classes:

New Hire Bilingual Employee 2-Day Training w/proficiency test – This training module is a **two-day** course designed for DHHS employees who speak another language fluently and are willing to use their language skills to serve clients and/or provide emergent interpretation services as a support to colleagues. The two-day course culminates with a written proficiency test at the end of the second day. This two-day session is **ONLY open to employees who are seeking to become designated bilingual employees.** (Note that your supervisor must approve of your participation and will be contacted by HR to provide additional information in accordance with current policies.) **All participants must attend both days of class and complete the language proficiency test with a score of 80% or higher in order to successfully complete the course and receive a certificate.** Any students needing reasonable accommodation for the written test should submit the request in writing and email it to Sharonda.mason@ifs.ohio.gov before the end of the first day of class.

Date	Time
*April 3, 2024 and April 4, 2024	8:30am-4:30pm
*September 4, 2024 and September 5, 2024	8:30am-4:30pm

Bilingual Employee Continuing Education Compliance Module – This training module is a **one-day** course designed to provide continuing education and is **open (required) for all employees who have previously earned their certificate or recently earned their certificate by completing the two-day training during 2023-2024.** Completing this one-day session meets

the annual compliance requirement for current bilingual employees. You must attend and participate in one (1) of the full day sessions of training to receive the 2024 certificate for compliance.

***All new bilingual employees that successfully complete the class held April 3 and 4, 2024 or September 4 and 5, 2024 MUST also complete one (1) of the continuing education compliance sessions that will be held during this program year.**

Date	Time
April 24, 2024	8:30am-4:30pm
June 26, 2024	8:30am-4:30pm
August 14, 2024	8:30am-4:30pm
September 18, 2024	8:30am-4:30pm
October 23, 2024	8:30am-4:30pm
November 13, 2024	8:30am-4:30pm



Language Services Training Schedule and Training Module Descriptions for 2024

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[Learner - Registering For Course Events - YouTube](#)

Please submit registration within the MyLearning system at least three days prior to the start of training. If you have any complications with registering in MyLearning, please contact Ken Jackson at Kenneth.Jackson@jfs.ohio.gov.

Description of training modules and dates of classes:

Public Awareness Training – This training module is a 3.5-hour session offered quarterly for a total of eight opportunities to attend. This session is **open to all DHHS employees** to gain a greater understanding of limited English proficient customers, the populations we serve in Cuyahoga County, changes of populations expected to arrive/resettle in Cuyahoga County, tips on how to work with interpreters, and how to request language services. If you attend one of the half day sessions, you will receive 3 diversity credits.

Date	Time
March 6, 2024	8:30am-Noon
March 6, 2024	1:00pm-4:30pm
July 17, 2024	8:30am- Noon
July 17, 2024	1:00 pm- 4:30pm
October 2, 2024	8:30am- Noon
October 2, 2024	1:00 pm- 4:30pm
January 22, 2025	8:30am-Noon
January 22, 2025	1:00pm-4:30pm