



**Department of
Job & Family
Services**

Cuyahoga County

CIVIL RIGHTS PLAN, ADA PLAN AND LEP PLAN

Public Children's Service Agency (PCSA)

Cuyahoga County Division of Children and Family Services (CCDCFS)

2024 - 2026

Civil Rights Coordinator

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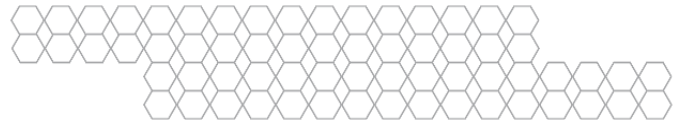


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I. Introduction and Purpose

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 Division of Children and Family Services - (CCDCFS), 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-Ethnic 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 CCDCFS, or its contractors.

The CCDCFS shall implement the Civil Rights Plan within their service area through the following methods:

B. Delegated Authority

The CCDCFS 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 CCDCFS participants, clients, and beneficiaries of CCDCFS 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 (not applicable) 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.

✚ Not applicable for PCSA/OMJ Center
Equal Opportunity Officer: N/A
Phone: N/A
Email: N/A

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 CCDCFS 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 CCDCFS 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

Stephen Rusnak (CCDCFS) 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 CCDCFS 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 audiotape, 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 CCDCFS 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 CCDCFS, its contractors and/or vendors. Meaningful access involves CCDCFS 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

In 2023 DCFS served approximately 25,000 families. A review of 2023 service utilization data from our language services provider shows that 95%+ of DCFS clients who do not speak English speak Spanish. The other 5% spoke another 12 languages. While next most frequently spoken languages change each year, the most frequently spoken in 2023 included Swahili, Ukrainian and Arabic.

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

- Spanish
- A very small number of other languages that changes from year to year.

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.)

CCDCFS will periodically monitor the LEP population of those served or those who could be served by CCDCFS. If it is determined that other LEP language groups are seeking benefits/services or are potentially eligible to receive benefits/services within CCDCFS, the CCDCFS 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, CCDCFS will seek to follow the bilingual requirements established by USDA FNS as they are more stringent and will hopefully capture eligible and potentially eligible populations. (Requirements can be 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

CCDCFS, 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 CCDCFS 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 CCDCFS makes this policy known to the LEP through the following methods (e.g., posters in other languages, Babel cards, etc.).

CCDCFS is able to add an interpreter to a telephone call or return call within minutes through its language services vendor contract. --- 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).

CCDCFS uses bi-lingual employees or is able to access an interpreter by telephone or smart device within minutes to address walk-ins. --- addresses walk-ins who are LEP individuals in the following manner: LEP walk-in method(s).

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

D. Translation of Documents

CCDCFS 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 CCDCFS 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 CCDCFS where vital documents are not available in the LEP individual's language, CCDCFS provides a notice in the LEP individual's language that the LEP individual may bring any document into the CCDCFS 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)).

At DCFS bi-lingual employees are used for emergencies usually with walk-in traffic until a professional third party interpreter from our contracted language services vendor can be secured by telephone, virtually or in-person to interpret. They also assist in reviewing translated materials. DCFS currently has three Spanish speaking bi-lingual employees, Norma DeJesus, Geraldo Quinones and Veronica Vazquez. All bi-lingual employees must participate in an initial training, annual refresher trainings and pass a test administered by our language services vendor.

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

Enter text here

- Interpreter Contract (if checked, provide name(s) of contractor(s), list service(s) provided, language(s) covered, and brief description of how vendor(s) was/were chosen. Also attach copy of agreement or contract to this plan)

Cuyahoga County procures one multi-year contract for all language (interpreter and translation) services through its RFP process. HHS agencies participate in drafting the RFP, the vendor selection process and regular utilization review. The current vendor, U.S. Together provides in-person, telephonic and virtual foreign language and American Sign language interpreters, and translation of critical documents.

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

See above. The contracted language services vendor provides interpreters in-person, by telephone or smart device.

- 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).

Enter text here

- Translation contracts (if checked provide name(s) of contractor(s), list service(s) provided, language(s) covered and brief description of how vendor was chosen. Also attach copy of agreement or contract to this plan).

Our current vendor, U.S. Together provides translation of agency materials and vital case documents into foreign languages. Documents are translated into Braille by the Cleveland Hearing and Speech Center through purchase order.

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

Enter text here

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

CCDCFS 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:

DCFS LEP protocols are written into a formal agency policy, included as part of annual Civil Rights Training (and all new worker training), posted on the HHS internal website and are routinely published in both the HHS and DCFS employee newsletters throughout the year. In addition, our vendor hosts quarterly training for all employees on how to work with foreign language clients and how to access their services.

G. Optional

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

Enter text here

H. Attachments

Attachment A - Cuyahoga County Accessibility Policy

Attachment B - Cuyahoga County DCFS Client Rights Webpage and Policy Links

Attachment C - Cuyahoga County DCFS MEPA Policy links

Attachment D - Cuyahoga County DCFS - ODJFS Desk Monitoring Tool (August, 2023)

Attachment E - Cuyahoga County DCFS Civil Rights Training

Attachment F - Cuyahoga County DCFS LEP Training

Attachment G - Cuyahoga County HHS Guide to Accessing an Interpreter

Attachment H - Cuyahoga County Contract for Language Services

Attachment I - Cuyahoga County Amendment to Contract for Language Services

Attachment J - Cuyahoga County DCFS Know Your Rights Discrimination Poster

Attachment K - Cuyahoga County LEP Language Identification Poster

Attachment L - Cuyahoga County DCFS Programs and Services Webpage - Spanish

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:

- ✚ Stephen Rusnak (Service Accommodations) Remone Kaldas (Building Accommodations),
ADA Coordinator
CCDCFS County Department of Job and Family Services/Ohio Means Jobs Center
By mail at: Stephen Rusnak, Cuyahoga County Division of Children and Family Services,
3955 Euclid Avenue, Cleveland, Ohio 44115.
By email at: stephen.rusnak@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 CCDCFS 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 CCDCFS 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.

📍 CCDCFS Department of Job and Family Services/ OMJ Center
Civil Rights Coordinator(s): Stephen Rusnak
Phone: 216-881-4028
Email: stephen.rusnak@jfs.ohio.gov
Website: <https://hhs.cuyahogacounty.gov/complaints-hearings-appeals/dcfs-client-and-family-rights>

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/ohio-department-of-job-and-family-services/how-to-file-a-complaint)

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 \(usda.gov\)](#)

- **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

Jacqueline Fletcher

Director

7/10/2024

Date

Stephen Rusnak

Civil Rights Coordinator

7/10/2024

Date

Stephen Rusnak

ADAAA Coordinator

7/10/2024

Date

Not Applicable to PCSAO

Equal Opportunity Officer

Date

Date

Click here to enter text

(Person with authority/Title)

Date

Date

<https://cuyahogacounty.us/accessibility>

Accessibility

NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 (“ADA”), Cuyahoga County, Ohio (“Cuyahoga County”) will not discriminate against qualified individuals with disabilities based on disability in its services, programs, or activities.

Employment: Cuyahoga County does not discriminate based on disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA.

Effective Communication: Cuyahoga County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in Cuyahoga County’s programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communication accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: Cuyahoga County will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all its programs, services, and activities. For example, individuals with service animals are welcomed in all offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Cuyahoga County should contact the ADA Coordinator, at 1215 West 3rd Street, Justice Center Complex Cleveland, Ohio 44113, ADA@CuyahogaCounty.us, or [\(216\) 443-5798](tel:2164435798) as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require Cuyahoga County to take any action that would fundamentally alter the nature of its programs or services or impose any undue financial or administrative burden. Complaints that a program, service, or activity Cuyahoga County is not accessible to persons with disabilities should be directed to the ADA Coordinator, at 1215 West 3rd Street, Justice Center Complex Cleveland,

Ohio 44113, ADA@CuyahogaCounty.us, or [\(216\) 443-5798](tel:(216)443-5798).

Cuyahoga County will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

DCFS Client and Family Rights

All parents and caregivers involved with the Division of Children and Family Services are entitled to certain rights. They include:

- The nature of the report regarding your child.
- How the assessment will be conducted and how long it will take.
- The suspected harm and /or risk to your child.
- What was found as a result of the assessment and what will happen next.
- To receive communication assistance if you have special needs.
- To request information in your native language and request an interpreter.
- To refuse any services at any time.

Children also have certain rights, including to be nurtured and live safely in their home. Children who are subject to a court order related to child protection have additional rights.

Click on a topic below for a detailed explanation of your rights

- [Agency Civil Rights Plan, Clients' Civil Rights and Procedures](#)
- [Rights of Children in Agency, Foster or Residential Care](#)
- [Client Rights](#)
- [Provisions for Clients with Limited English Proficiency \(LEP\)](#)
- [Non-Discrimination Policy: Youth and Families](#)

Civil Rights

It is against the law to deny or delay any ODJFS service to anyone because of race, color, religion, disability, age, sex, including sexual orientation and gender identity, political affiliation or belief, or national origin. Any client, customer or person served by DCFS who believes, he or she has been treated inappropriately because of one of the criteria above is entitled to file a complaint. Complaints may be filed with the CCDCFS Civil Rights Coordinator, directly with the ODJFS Bureau of Civil Rights or the U.S. Department of Health and Human Services.

If you wish to file a civil rights complaint because of a service-related issue at DCFS, please contact the DCFS Community Relations Department or the CCDCFS Civil Rights Coordinator, Steve Rusnak at [216-881-4028](tel:216-881-4028), or Stephen.Rusnak@jfs.ohio.gov. If you wish to file a complaint directly with ODJFS or HHS, the Civil Rights Coordinator will assist the client in obtaining the current information required to file the complaint.

Any employee or perspective employee who feels they have been discriminated against by the Agency or the County should contact the Cuyahoga County Department of Human Resources, Ohio Civil Rights Commission at [614-466-2785](tel:614-466-2785) or the U.S. Equal Employment Opportunity Commission at [1-800-669-4000](tel:1-800-669-4000).



Cuyahoga County Division of Children and Family Services

MEPA POLICIES

6.01 .09 [Non-Discrimination in the Placement of Children](#)

6.01 .10 [MEPA Monitor Policy](#)

6.01 .11 [MEPA Complaints of Alleged Discrimination in the Foster Care and Adoptive Process](#)

6.01 .12 [Multiethnic Placement Act of 1994 \(MEPA\) Standards of Conduct](#)

Ohio Department of Job and Family Services Desk Monitoring Review Tool

County Department of Job and Family Services Compliance Requirement: **5101:9-2-01 Civil Rights Plan**

All programs, services and benefits which are administered, supervised, authorized and/or participated in by a county agency shall be operated in accordance with the nondiscriminatory requirements of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; Title IX of the Education Act; the Multiethnic Placement Act of 1994, as amended, the Americans with Disabilities Act Amendments Act of 2008, Title IX of the Education Act and the Workforce Innovation & Opportunity Act of 2014.

Agency Name: Is this a combined agency? Yes _____ No X <input type="checkbox"/> CDJFS <input type="checkbox"/> CSEA <input checked="" type="checkbox"/> PCSA	Agency Location: Jane Edna Hunter Building 3955 Euclid Avenue Cleveland, Ohio 44115	Program Areas: Children Services	
Name of Reviewers		Title	Date of Review
1) Stephen Rusnak- DCFS		Civil Rights Coordinator	August 2023
2)			
3)			
4)			
Director: (name)	Signature	Date	
Jacqueline Fletcher	<i>Jacqueline Fletcher</i>	<i>8/18/23</i>	
Civil Rights Coordinator: (name)	Signature	Date	
Stephen Rusnak	<i>Stephen Rusnak</i>	<i>8/18/23</i>	

General Information

Does your agency have a Civil Rights Coordinator?

Name: **DCFS- Steve Rusnak**

stephen.rusnak@jfs.ohio.gov

216-881-4028

Name of Alternate: _____

Does your agency have an Ombudsman?

The State Child Welfare Ombudsman coordinates client resolution with Cuyahoga County HHS Special Projects Coordinator **Jennifer Croessmann**.

Does your agency have an ADA Coordinator?

Services: **Steve Rusnak**

Facilities: **Remon Kaldas**

Does your agency have a MEPA Monitor for Children Services?

Name: **Karen Anderson**

Name of Alternate: **Senior Managers**

Have Civil Right Coordinators received training on their role and responsibilities? **Yes**

Who provided the training? **BCR/Jorge Irizzary**

When was training received? **2014**

What is the first thing a Civil Rights Coordinator should do when he/she becomes aware of a potential discrimination complaint:

All employees are instructed to bring all possible civil rights complaints to the civil rights coordinator immediately upon hearing of such concern. Depending on where the complaint comes from, the coordinator reaches out to the worker, supervisor or senior manager, customer relations unit and the client/complainant to understand what the concern is and how to follow up.

When I contact the client, I introduce myself and my role in the process. Then, I ask them to describe to me what took place and why they feel they have been discriminated against. If their concern meets the criteria I provide the complaint form and offer my assistance filling it out and filing it as well as information for filing directly with BCR or HHS.

It is not uncommon to identify customer service concerns that are not related to discrimination and work with the family and DCFS staff to resolve the issue or refer them to Customer Relations unit.

Does your agency have a Civil Rights Plan? Yes No

Does your agency have a LEP Plan? Yes No

Does your agency have an ADA Plan? Yes No

Yes = Element is in compliance No = Element is out of compliance N/A = Not Applicable DK = Does not know
Please make sure each box is appropriately marked. Please explain your answer in detail in the comments section.

#	Facility –Program Accessibility/Services					
1	Does the agency utilize auxiliary aids, if so, which ones? (i.e., Braille and taped material, readers, sign interpreters, handset amplifiers, telephones compatible with hearing aids and other aids for person with impaired hearing or vision.)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	<input type="checkbox"/> N/A	<input type="checkbox"/> Comments: Through the county’s contract for language services, DCFS offers clients American Sign Language interpreters. Translation of any critical case materials and documents into Braille are provided free of charge to the client as need through a local vendor. Attachment 1 - Cuyahoga County Accessibility Policy
2	Does the agency have a contract with a sign language interpreter? If yes, need copy of contract.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	<input type="checkbox"/> N/A	<input type="checkbox"/> Comments: Cuyahoga County procures one multi-year contract for all language (interpreter and translation) services through its RFP process. HHS agencies participate in drafting the RFP, the vendor selection process and regular utilization review. The current vendor, U.S. Together provides in-person, telephonic and virtual foreign language and American Sign language interpreters, and translation of critical documents. Attachment 2a - Cuyahoga County Contract for Language Services Attachment 2b - Cuyahoga County Contract Amendment for Language Services
3	Does the agency have other contracts to include but not limited to emergency medical transportation (EMT), cab services, bus transportation?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> DK	<input type="checkbox"/> N/A	<input type="checkbox"/> Comments: DCFS does not contract transportation. DCFS provides transportation to meetings and appointments for children. All service locations are located on major bus (RTA) routes. DCFS provides bus passes and/or contacts public paratransit services for any client or family member who needs such services to attend family meetings. Clients who are unable to travel may also call in to meetings to participate virtually via MS Teams.
4	Does the agency utilize video tapes, pre-recorded programs or any other form of communications to customers while waiting in the lobby?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	<input type="checkbox"/> N/A	<input type="checkbox"/> Comments: DCFS does have message monitors in lobby areas with generic messages about programs and services.
5	Are disabled customers able to access program/services offered by your agency? Please explain how.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	<input type="checkbox"/> N/A	<input type="checkbox"/> Comments: All HHS office buildings and primary community partners are handicap accessible and accessible rooms are made available when necessary to accommodate clients or families for meetings with case workers and/or other stakeholders. Attachment 1 - Cuyahoga County Accessibility Policy
6	Does your agency provide reasonable accommodations to customers / claimants upon request? If no, explain how accessibility for individuals with hearing impairments is provided or any other type of documented disability.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	<input type="checkbox"/> N/A	<input type="checkbox"/> Comments: Our facilities are handicap accessible. Since COVID, DCFS has used MS Teams for virtual client interaction. Foreign language and American sign are also available virtually to any client who has a smart device. Accommodations are provided to clients on an as needed basis. Also, see Attachment 1.

7	Is TTY/TDD, or Relay Services, or video conferencing available for use?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: DCFS uses MS Teams for remote client interaction. Foreign language and American Sign are available virtually to any client who has a smart device.
8	Does your agency meet all of the ADA facilities standards?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: We are unaware of any areas where our facilities are not ADA compliant.

#	LEP (Limited English Proficient)				
1	Does your agency have an LEP Plan? If no please explain why.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: DCFS files an LEP. Attachment 3 - Cuyahoga County DCFS LEP Plan
2	Do you know what languages are likely to be encountered in your service area? What are they?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: Our LEP Work Group meets quarterly to monitor our service contract and review service utilization. Our use of interpreters and document translation is broken down by agency, by month and by language. Data shows that 95+% of DCFS clients who do not speak English speak Spanish. The other 5% speak over 15 other languages each year, but most often these include Swahili, Russian, Arabic and Korean. Attachment 4 - Cuyahoga County LEP Service Utilization Report FY2023.xls
3	Does the agency have resources such as interpreter services to assist in providing effective language assistance? What are they?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: Cuyahoga County HHS agencies have bilingual employees and a private contract vendor. Cuyahoga County procures one multi-year contract for all language (interpreter and translation) services through its RFP process. HHS agencies participate in drafting the RFP, the vendor selection process and regular utilization review. The current vendor, U.S. Together provides in-person, telephonic and virtual foreign language and American Sign language interpreters, and translation of critical documents. Documents are translated into Braille by the Cleveland Hearing and Speech Center through purchase order. Attachment 5 - Cuyahoga County DCFS Bi-Lingual Employees Attachment 1 - Cuyahoga County Contract for Language Services
4	Are notices of the right to free language assistance provided to LEP customers provided in their language?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: A Language Assistance Poster is posted in the main lobby and in each elevator of the main CCDCFS building, the common areas of other service locations and one was also provided to each direct service senior manager to post in his/her department and each employee was given a smaller personal size placard during civil rights training. The poster/page is also available to all employees to review or download on our internal website. Attachment 6 - Cuyahoga County HHS Foreign Language Identification Placard Attachments 17b, 17c, 17d , 17h- Posted LEP Languages Posters

5	Are employees familiar with the process for serving LEP customers?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<p><input type="checkbox"/> Comments: The process is written into a formal agency policy, included as part of Civil Rights Training, posted on the HHS internal Website and is routinely published in both the HHS and DCFS employee newsletters throughout the year. In addition, our vendor hosts quarterly training for all employees on how to work with foreign language clients and how to access their services.</p> <p>Attachment 7 - Cuyahoga County DCFS LEP Policy</p>
6	Have your bilingual staff been trained as interpreters? If yes, when? By whom? If no, why?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<p><input type="checkbox"/> Comments: Our interpretation and translation vendor also conducts training and testing semi-annually for our own bi-lingual staff to ensure that they meet minimum standards for these services.</p>
7	Does the agency provide LEP training annually for staff? Do you keep records of the training?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<p><input type="checkbox"/> Comments: DCFS requires all employees to participate in Civil Rights/LEP Training. Prior to COVID trainings were conducted in person. Since COVID trainings have been made available on-line for employees to review at their convenience. The training now consists of two modules. One covering civil rights laws and complaint procedures that includes what LEP is and why we require interpreters and document translation. There is a separate required training module that details how staff can schedule the assistance of a third-party interpreter with our vendor in-person, via telephone or virtually through a smart device. Both modules are now on-line for all existing employees. Training records are kept electronically by the training department and forwarded to the civil rights coordinator monthly to monitor compliance.</p> <p>Attachment 8 - Cuyahoga County DCFS Civil Rights Training 2023 Attachment 9 - Cuyahoga County DCFS Civil Rights Training 2023 II - LEP: Accessing an Interpreter. Attachment 10 - Cuyahoga County HHS Guide to Accessing an Interpreter Attachment 11 - Cuyahoga County DCFS Civil Rights Training Attendance 2021</p>

#	General Civil Rights					
1	Has a new Civil Rights Coordinator been appointed in the last 6 months?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> DK	<input type="checkbox"/> N/A	<input type="checkbox"/> Comments: The current DCFS Civil Rights Coordinator has been in place for 10 years.
2	Does the agency provide Civil Rights training annually for staff? If yes, list training, dates and how often; and provide roster.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	<input type="checkbox"/> N/A	<input type="checkbox"/> Comments: DCFS requires all employees to participate in Civil Rights/LEP Training. Prior to COVID trainings were conducted in person. Since COVID trainings have been made available on-line for employees to review at their convenience. The training now consists of two modules. One covering civil rights laws and complaint procedures that includes what LEP is and why we require interpreters and document translation. There is a separate required training module that details how staff can schedule the assistance of a third-party interpreter with our vendor in-person, via telephone or virtually through a smart device. Both modules are now on-line for all existing employees. Training records are kept electronically by the training department and forwarded to the civil rights coordinator monthly to monitor compliance. Attachment 8 - Cuyahoga County DCFS Civil Rights Training 2023 Attachment 9 - Cuyahoga County DCFS Civil Rights Training 2023 II - LEP: Accessing an Interpreter. Attachment 10 - Cuyahoga County HHS Guide to Accessing an Interpreter Attachment 11 - Cuyahoga County DCFS Civil Rights Training Attendance 2021
3	Does the agency provide Civil Rights training /or disseminate language for contractors and sub-contractors? If yes, list most recent training, dates and how often/or copy of language.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	<input type="checkbox"/> N/A	<input type="checkbox"/> Comments: HHS agencies ensure compliance from vendors through contract language which is also included in the RFP and reviewed during pre-proposal bidders conference. Attachment 12- Cuyahoga County HHS Vendor Contract Civil Rights Compliance Language
4	Have you informed sub/contractors / partners in your community of their obligation to comply with all state and federal civil rights laws? How?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	<input type="checkbox"/> N/A	<input type="checkbox"/> Comments: HHS agencies ensure compliance from vendors through contract language which is also included in the RFP and reviewed during pre- proposal bidders conference. Attachment 12- Cuyahoga County HHS Vendor Contract Civil Rights Compliance Language
5	Does the agency maintain a discrimination complaint log? If yes, need copy. If no, please explain.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	<input type="checkbox"/> N/A	<input type="checkbox"/> Comments: Attachment 13- Cuyahoga County DCFS Civil Rights Complaint Log
6	Does the agency utilize the summary of complaint rights?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Comments:

7	Do you have a non-discrimination statement on your agency web page?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<p><input type="checkbox"/> Comments: HHS, CJFS and CCDCFS have a non-discrimination statement on their internal and external websites as well as links to specific information on client rights complaint procedures, civil rights complaint procedures and related policies, procedures and plans.</p> <p>Attachment 14- Cuyahoga County DCFS Non-Discrimination Web Pages and Links</p>
8	Do you have a non-discrimination statement on your brochures, flyers, literature?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> DK <input type="checkbox"/> N/A	<p><input type="checkbox"/> Comments: DCFS uses dozens of printed documents and forms. Our primary service brochures for parents and foster parents have a non-discrimination statement. Clients are also rereferred to the webpage to review their rights and complaint procedures. DCFS is considering a Client Rights acknowledgement to be signed by clients.</p> <p>Attachment 15 - Cuyahoga County DCFS Parent's Guide to Working with DCFS.</p>

Children Services					
1	Does the agency have a policy for home visits? If yes, provide a copy.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<p><input type="checkbox"/> Comments: Attachment 16- Cuyahoga County DCFS Policy 5.01.08 Caseworker Contact Requirements for Children and Families Involved with CCDCFS.</p>
2	Does your agency have LEP children in placement? If yes, what language? If yes, is home placement home bi-lingual?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> DK <input type="checkbox"/> N/A	<p><input type="checkbox"/> Comments: DCFS does not have a mechanism to track open LEP clients. While SACWIS collects this data, it has been found to be inaccurate. We track composite interpreter and translation usage by month by language. This tracking counts encounters where an interpreter was used and not individual clients or families.</p>
3	Where does the agency maintain records of LEP customers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> DK <input type="checkbox"/> N/A	<p><input type="checkbox"/> Comments: All LEP customers are noted as such in their individual case records. While SACWIS captures customer language, we have found reporting this data to be unreliable. DCFS tracks composite interpreter and translator utilization to identify languages spoken and frequency for planning purposes.</p>
4	<p>Were participants and witnesses assured of non-retaliation?</p> <p>5101:2-33-03 MEPA – No person who has filed a complaint shall be intimidated, threatened, coerced, or retaliated against.</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<p><input type="checkbox"/> Comments: DCFS maintains policies covering MEPA compliance and complaint procedures, which cover non-retaliation. MEPA laws, related agency policies and complaint procedures are reviewed in detail as part of Civil Rights Training for all DCFS employees, New Worker Training for all newly hired Child Protection Specialists and the “pre-service” training for all foster and adoptive parents. These policies and procedures are also posted on our agency’s internal and external websites for access by employees and customers.</p> <p>Attachments 17a-17d - Cuyahoga County DCFS MEPA Policies</p>

5	What is the process for foster and adoptive parents to notify the agency about filing a MEPA discrimination complaint?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: See above response to question 4. Parents can notify their worker, supervisor, the customer relations department, the MEPA Monitor or the Civil Rights Coordinator.
6	Is the MEPA monitor attending each matching conference?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: Due to the large number of placements it is the local policy for CCDCFS to have either the MEPA Monitor or his/her designee at each matching conference. The designees are Senior Managers with specific placement experience. Attachments17a-17d - Cuyahoga County DCFS MEPA Policies
7	Does your agency inform customers of their rights to file if they feel discriminated? If yes, provide copy of the form or document. If no, explain why.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: DCFS maintains multiple policies covering client rights and discrimination, compliance and complaint procedures. These policies are reviewed in detail as part of Civil Rights Training for all DCFS employees, New Worker Training for all newly hired Child Protection Specialists and the “pre-service” training for all foster and adoptive parents and they are also posted on our agency website. Customers are all referred to these policies as posted and if a customer raises a concern, they can initiate the complaint process through their worker, supervisor, the customer relations department, the MEPA Monitor or the Civil Rights Coordinator. DCFS uses the ODJFS/BCR complaint form.

#	Food Assistance	This section not applicable to our Children's Service Agency.			
1	Does your agency have a web page? If yes, does it contain the required non-discrimination USDA language?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments:
2	Do eligible households and eligible persons have an equal opportunity to participate in the program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments:
3	Are case records coded by race and/or ethnic origin?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments:
4	How do you keep track of discrimination complaints filed by applicants/recipients?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments:
5	Is the USDA Non-Discrimination Poster displayed in a conspicuous location? Where are the posters located within your facility? Take a picture of its location and send it with completed Desk Review.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments:
6	Does the agency provide FNS 113-1 training for the Food Assistance staff? If yes, please provide date of the last training and a copy of the training roster.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments:
7	Is the non-discrimination statement included on all county printed materials such as applications, pamphlets, forms, or any other program materials to the public or found on the website? Please provide copies of materials and the web address for your website	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments:

8	Does graphic materials developed by the county agency uses inclusiveness based on race, color, national origin, age, sex, and disability? Please provide copies of materials	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments:
9	Is program information made available to potentially eligible persons, program applicants, and participants? Is program information being made available to organizations within the community? If yes, which ones?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments:
10	Is program information being made available to organizations within the community? If yes, which ones?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments:
11	Are applicants and participants racial and ethnic data being collected and maintained on file for 3 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments:
12	How are Civil Rights Complaints handled?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments:
13	Does the agency provide annual ADA training for the Food Assistance staff? If so, please provide the date of the training and a copy of the roster.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments:

#	Posters / Brochures / Statements/ Public Notification/Assurances/Forms					
1	<p>Are mandatory posters displayed conspicuously?</p> <p>Mandatory posters:</p> <ul style="list-style-type: none"> • ODJFS/EEO poster • Justice for All (USDA non-discrimination Poster) • Civil Rights (English/Spanish) • Equal Opportunity the Law (English/Spanish) • Sexual Harassment is Unlawful 	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments <p>All required posters are posted in the front main floor lobby of DCFS main service locations as well as the HR office. The discrimination poster in English and Spanish and the Language Assistance Poster are also posted in the lobby and on each elevator in the building. Employment related posters are also posted in all Human Resources Offices in HHS service locations.</p>	
2	<p>Are the posters displayed in reasonable numbers and locations? Please list all areas where these posters are displayed. <u>Take a picture of its location and send it with completed Desk Review.</u></p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: <p>See above.</p> <p><i>Attachment 18, 18a, 18b, 18c, 18d, 18e, 18f, 18g, 18h Photos of posted required materials.</i></p>	
3	<p>Are the brochures "Equal Opportunity in Job & Family Services" (JFS 08050) available to the customers? If yes, where?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: <p>DCFS has not used these brochures in the past. However, DCFS is currently reviewing ways to improve the customer experience including using this brochure or a similar localized version to ensure compliance and consistency for all customers.</p>	
4	<p>Do you have posters and brochures in other languages besides English? If yes, which languages?</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: <p>The ODJFS Your Rights Posters (08048) is posted in both English and Spanish. A number of DCFS materials are also printed in Spanish. Individual documents required for services are translated for customers and the case record as needed.</p>	
5	<p>Do contracts contain the approved equal opportunity assurance language? If so, please provide an example of a contract Equal Opportunity Assurance section.</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Staff Comments: <p><i>Attachment 12 - Cuyahoga County HHS Vendor Contract Civil Rights Compliance Language.</i></p>	
6	<p>Is the "Your Civil Rights" brochure (JFS 08048) available to customers? If yes, where?</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: <p>The 08048 Your Rights poster is posted in the lobby of our building and in each elevator. It is referred to in our Civil Rights Training and 8.5 x 11 size versions have been provided to staff in English and in Spanish during prior in-person trainings and is available on our internal website. Our version also includes the number of our local Customer Relations Department to reach the local Civil Rights Coordinator.</p> <p><i>Attachments 18, 18a, 18c, 18d - Know Your Rights Poster - ODJFS 08048</i></p>	

7	Is the rights and responsibilities statement located in each customer's file?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: DCFS does not currently require or use a signed paper client rights and responsibilities acknowledgement for our customers. There is no central intake process that would be the same for parents, foster or adopting parents, children, perpetrators, etc... We do have civil rights policies and assurances for employees and clients relating to equal employment opportunity, accessibility, non-discrimination, complaint procedures, non-retaliation, and language assistance in our policies and procedures manual, posted on the county website, the Health and Human Services webpages and the agency/division webpages both internal facing for employees and external facing to the public and any clients and posted in conspicuous locations throughout our service locations. Where appropriate, language regarding like compliance on the part of our vendors is included in contract language. Caseworkers review this information with clients at appropriate times during their case with DCFS. We currently include some related language on some major program brochures and are currently investigating better ways to present and document these assurances in a more uniform and consistent manner with a possible acknowledgement.
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#	Complaints				
1	Do you have a written procedure or process on how to handle an alleged discrimination complaint? If yes, please provide a copy.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: Attachment 19 - Cuyahoga County DCFS Civil Rights Policy
2	Who is the main contact for all alleged discrimination complaints? Provide name, and title.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: Stephen Rusnak, DCFS Civil Rights Coordinator
3	Who is the main contact for complaints that are not Civil Rights related (i.e., customer service or eligibility)? Provide name and title.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: Jo-Anna Pugh-Fitzpatrick, HHS Customer Relations Manager CustomerServiceCCDCFS@jfs.ohio.us (216) 432-2273
4	In the last three years, has the agency referred any civil rights complaints to any federal oversight agency? HHS, USDA, DOL. If yes, provide name of customer, case number, federal agency, and date?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> DK <input type="checkbox"/> N/A	<input type="checkbox"/> Comments: I have provided the complaint contact information for ODJFS/BCR and for HHS to a number of clients who have contacted me inquiring about the complaint process. But no one has specifically requested this information in regard to a formal complaint that I was made aware of.

For the Record Review portion, we need the agency to review 12 random cases (10 regular cases and 2 LEP cases) for each area, Food Assistance, **Children Services**, and Child Support. For a total of 36 cases. The cases reviewed should be from the last two years. Use the table below to provide the information.

Name of Customer	Case Number	Date of Case started	Name of Reviewer	Regular case or LEP case	Notice of Rights signed by customer Yes or No
1. Ashley Wilkinson	40307999	2/2/2018	Kara Davis	Regular	No
2. Katherine Conley	1014431	3/3/2023	Kara Davis	Regular	No
3. Jasmine Motley	61663276	7/3/2023	Kara Davis	Regular	No
4. Alexsus Washington	41738027	3/20/2023	Kara Davis	Regular	No
5. Quatina Washington	1818533	11/1/2018	Kara Davis	Regular	No
6. Teonn Lundy	61957531	4/13/23	Kara Davis	Regular	No
7. Kyrie Love	61641724	5/5/2020	Kara Davis	Regular	No
8. Lakeeta Spencer	1782839	8/7/2023	Kara Davis	Regular	No
9. Sharmel Jordan	2612531	2/9/2022	Kara Davis	Regular	No
10. Aidan Pafford	61625486	3/21/2020	Kara Davis	Regular	No
11. Cara Duncan	4673958	2/11/2021	Kara Davis	Regular	No
12. Ladreya Curlee	1893283	6/26/2023	Kara Davis	Regular	No

2023 Review

Attachment 1 - Accessibility Policy
Attachment 2a - Contract for Language Services
Attachment 2b - Amendment for Language Services
Attachment 3 - DCFS LEP Plan
Attachment 4 - LEP Service Utilization Report
Attachment 5 - List of Bi-Lingual Employees
Attachment 6 - HHS Foreign Language Identification Poster
Attachment 7 - DCFS LEP Policy
Attachment 8 - DCFS Civil Rights Training 2023
Attachment 9 - DCFS Civil Rights Training II - LEP: Accessing an Interpreter
Attachment 10 - HHS Guide to Accessing an Interpreter
Attachment 11 - DCFS Civil Rights Training Attendance Records
Attachment 12 - Vendor Contract Civil Rights Compliance Language
Attachment 13 - DCFS Civil Rights Complaint Log
Attachment 14 - DCFS Non-Discrimination Web Pages and Links
Attachment 15 - DCFS Parent's Guide to Working with DCFS
Attachment 16 - DCFS Home Visits Policy 5.01.08 Caseworker Contact
Attachment 17a - MEPA Policy 6.01.09 Placement
Attachment 17b - MEPA Policy 6.01.10 Monitor
Attachment 17c - MEPA Policy 6.01.11 Complaints
Attachment 17d - MEPA Policy 6.01.12 Standards
Attachment 18 - Your Rights Poster - ODJFS 08048 with local phone numbers
Attachment 18a - HHS Discrimination Posters - JEH Front Lobby
Attachment 18b - LEP Language Poster - JEH Front Lobby
Attachment 18c - HHS Discrimination & LEP Posters JEH Rear Lobby
Attachment 18d - HHS Discrimination & LEP Posters JEH Elevators
Attachment 18e - And Justice for All Posters - JEH Front Lobby
Attachment 18f - EEOC Know Your Rights Poster - JEH Front Lobby
Attachment 18g - Employment Related Posters - JEH Front Lobby & HR
Attachment 18f - Countertop LEP Language Assistance Poster
Attachment 19 - DCFS Civil Rights Policy



Cuyahoga County Division of Children and Family Services

Civil Rights Training



2023

Adapted from the Ohio Department of Job and Family Services,
Bureau of Civil Rights Training Curriculum



Cuyahoga County Division of Children and Family Services

Civil Rights +

Americans with Disabilities Act – ADA & Accessibility

Multi-Ethnic Placement Act - MEPA

Limited English Proficiency – LEP



Cuyahoga County Division of Children and Family Services **Civil Rights Training**

Objectives

- Define discrimination and recognize unlawful practices.
- Identify the Federal civil rights and other nondiscrimination laws applicable to federally assisted programs.
- Increase your knowledge and understanding of the ODJFS Civil Rights Plan, CCDCFS Policies and Complaint Process.
- Increase your knowledge and understanding of the ODJFS Limited English Proficiency (LEP) Plan, CCDCFS Policy and procedures to access Interpreters and Translation services.
- Increase your understanding of how MEPA guides placement.
- Ensure our services are accessible.



Cuyahoga County Division of Children and Family Services Civil Rights Training

What is a Civil Right?

- A civil right is an enforceable right or privilege, which if interfered with by another gives rise to an action for injury
- Examples:
 - Freedom of speech, press, assembly
 - Right to vote
 - Right to equality in public places



Cuyahoga County Division of Children and Family Services Civil Rights Training

What is discrimination?

Discrimination occurs when an individual's civil rights are denied or interfered with because of their membership in a particular group or class.





Cuyahoga County Division of Children and Family Services
Civil Rights Training

Examples of Illegal Discrimination

- Denying a benefit or opportunity
- Providing different services/benefits
- Providing services/benefits in a different manner or in a segregated environment
- Restricting privileges
- Using policies/procedures that have the effect of discriminating



Cuyahoga County Division of Children and Family Services Civil Rights Training

Protected Classes Under Federal and State Laws

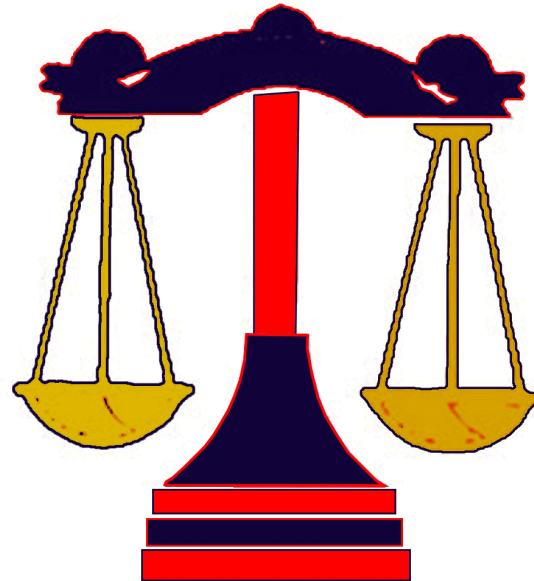
Not all the classes apply to all the programs.

- Age
- Race
- Religion
- Color
- Sex/Gender/**Orientation/Identity**
- National Origin
- Disability
- Political Affiliation or Belief (FS, WIA)
- WIA participation status: or (for beneficiaries only) citizenship status



Cuyahoga County Division of Children and Family Services Civil Rights Training

FEDERAL CIVIL RIGHT LAWS





Cuyahoga County Division of Children and Family Services Civil Rights Training

Federal Nondiscrimination Laws that apply to programs

- Title VI of the Civil Rights Act, 1964
- Title IX of the Education Amendments of 1972
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- The Americans with Disability Act of 1990 (ADA)
- The Multiethnic Placement Act (MEPA) of 1994
- Workforce Investment Act (WIA) of 1998



Cuyahoga County Division of Children and Family Services Civil Rights Training



The **Civil Rights Act of 1964** , enacted July 2, 1964.

- An Act to enforce the constitutional right to vote, to confer jurisdiction upon the district courts of the United States of America to provide injunctive relief against discrimination in public accommodations, to authorize the Attorney General to institute suits to protect constitutional rights in public facilities and public education, to extend the Commission on Civil Rights, **to prevent discrimination in federally assisted programs**, to establish a Commission on Equal Employment Opportunity, and for other purposes.



Cuyahoga County Division of Children and Family Services **Civil Rights Training**





Cuyahoga County Division of Children and Family Services **Civil Rights Training**

Title VI—nondiscrimination in federally assisted programs

- Prevents discrimination by programs and activities that receive federal funds. If a recipient of federal funds is found in violation of Title VI, that recipient may lose its federal funding.



Cuyahoga County Division of Children and Family Services
Civil Rights Training

Title IX of the Education Amendments of 1972

Title IX prohibits discrimination on the basis of **sex=**
***(gender + orientation or identity)** in educational programs and activities that receive or benefit from Federal assistance. A provider may not exclude, deny or provide different or lesser services to applicants or beneficiaries on the basis of sex.



Cuyahoga County Division of Children and Family Services
Civil Rights Training

The Civil Rights Act of 1964 Title VI

“no person in the United States shall on the grounds of **race**, **color**, or **national origin** be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. “




Cuyahoga County Division of Children and Family Services Civil Rights Training






Cuyahoga County Division of Children and Family Services Civil Rights Training



RICHARD NIXON
FOUNDATION • LIBRARY • MUSEUM

Title IX



On June 23, 1972, Richard Nixon signed Title IX into law to equalize education in the United States.

37 WORDS THAT CHANGED EVERYTHING

“No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance.”



Cuyahoga County Division of Children and Family Services

Civil Rights Training

In 1972, fewer than **295,000** women participated in high school varsity athletics, accounting for just 7% of all varsity athletes.

During the 2012 - 2013 academic year that number leaped to over **3.2 million** women participating in high school athletics.

In 1983 there were fewer than **4,300 Teams** for female college athletes to compete on.

In the 2013-2014 academic year, that number grew to over **10,000 Teams**

In 1972, fewer than **30,000** females competed in intercollegiate athletics

In 2015, that number jumped to more than **200,000** woman participating in NCAA sports.

Since 1972, women have also competed in the traditional male sports of **WRESTLING, WEIGHTLIFTING, RUGBY, and BOXING.**



Cuyahoga County Division of Children and Family Services
Civil Rights Training

Section 504 of the Rehabilitation Act of 1973

No qualified individual with a **disability** in the US shall be excluded from denied the benefits of or be subjected to discrimination under any program or activity that receives Federal financial assistance.



Cuyahoga County Division of Children and Family Services Civil Rights Training

The Rehabilitation Act of 1973

The first legislation to address the notion of equal access for individuals with **disabilities** through the removal of architectural, employment, and transportation barriers...

Section 504 Covers any State or local agency, private institution or organization, or any public or private entity that:

- Receives Federal financial assistance from HHS directly or through another recipient/covered entity.
- Operates, provides or engages in health or social service programs and activities; and ...



Cuyahoga County Division of Children and Family Services
Civil Rights Training

The Age Discrimination Act of 1975

No person in the US shall, on the basis of **age**, be excluded from participation, in be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.



Cuyahoga County Division of Children and Family Services
Civil Rights Training

The Americans with Disability Act of 1990

- Title I – Employment
- **Title II** – Accessibility of Programs and Services in the Public Sector; Transportation
- Title III – Public Accommodations and Services in the Private Sector
- Title IV – Telecommunications
- Title V – Miscellaneous provisions



Cuyahoga County Division of Children and Family Services
Civil Rights Training

The Americans with Disability Act of 1990

Title II of the ADA

No qualified individual with a **disability** shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.



Cuyahoga County Division of Children and Family Services
Civil Rights Training

Multiethnic Placement Act (MEPA)

Original 1994 • Amended 1996

No public children services agency, private child placing agency or private non-custodial agency shall deny any person the opportunity to become an adoptive parent on the basis of **race, color or national origin** of that person, or the child involved; nor delay or deny the placement of a child for adoption on the basis or race, color or national origin of the adoptive parent or parents, or of the child involved.

**Sponsored by Ohio Senator Howard Metzenbaum.*



Cuyahoga County Division of Children and Family Services Civil Rights Training

CCDCFS MEPA Related Policies

- 6.01.09 Non Discrimination in the Placement of Children/Multi-Ethnic Placement Act (MEPA)
- 6.01.10 Multi-Ethnic Placement Act (MEPA) Monitor
- 6.01.11 Multi-Ethnic Placement Act (MEPA) Complaints of Alleged Discrimination in the Foster Care or Adoption Process
- 6.01.12 Multi-Ethnic Placement Act (MEPA) Standards of Conduct
- **CCDCFS MEPA Monitor – Director or his/her Designee**
- **Deputy Director of Resources & Placement- designees**



Cuyahoga County Division of Children and Family Services
Civil Rights Training

Workforce Investment Act (WIA) of 1998

Section 188 of the act provides that “no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination, denied employment in the administration of or in connection with any such program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.”



Cuyahoga County Division of Children and Family Services Civil Rights Training

Who must comply?

- All programs or activities receiving federal financial assistance.
- Federal financial assistance includes “grants and loans of Federal funds”.
- “Program” includes “any program, project, or activity for the provision of services, financial aid, or other benefits to individuals (including education or training, health, welfare – TANF...provided through the employees of the recipient of Federal financial assistance or provided by others through contacts.



Cuyahoga County Division of Children and Family Services Civil Rights Training

What programs are covered?

- TANF programs
- Welfare-to-Work programs
- Food Stamp Programs
- Other welfare programs and the actions of welfare providers
- Child Welfare programs
- Day Care Centers
- WIA programs
- Adoption and foster care programs
- Programs for families, youth and children
- Job training programs
- Contractors, subcontractors and vendors, whether public, private, for profit or nonprofit.



Cuyahoga County Division of Children and Family Services
Civil Rights Training

Civil Rights Plan

- ODJFS requires all county agencies to file a CR plan every two years.
 - Statement of Policy
 - Appoint a Civil Rights Coordinator



Cuyahoga County Division of Children and Family Services Civil Rights Training

Civil Rights Plan

Statement of Policy

- All programs, services and benefits administered, supervised, authorized and/or participated in by the Cuyahoga County Division of Children and Family Services (DCFS) and contracted providers shall be operated in accordance with the nondiscriminatory provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title IX of the Education Act of 1972; the Omnibus Budget Reconciliation Act of 1981; the Americans with Disability Act of 1990 to Americans with Disability Act as amended; Section 1808 of the Small Business Job Protection Act (adoption); the Multi-Ethnic Placement Act of 1994 (MEPA); and the Inter-Ethnic adoption Provisions of 1996 (IEP).
- No person or persons shall on the basis of race, color, national origin, disability, age, sex or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or service authorized by the Cuyahoga County DCFS.

OAC 5101:9-2 Workforce Investment Act



Cuyahoga County Division of Children and Family Services

Civil Rights Training

Civil Rights Plan

Civil Rights Coordinator

- Attending ODJFS approved civil rights training within six months of becoming the civil rights coordinator, and attending training updates as required by ODJFS.
- Providing input to management to improve the civil rights in service delivery, and to discuss civil rights complaints, issues, and reports of compliance activities within the county agency or within county agency contractors.
- Maintaining essential compliance records and files, including client analysis data, staff training records, confidential complaint files, and reasonable accommodation requests.
- Reviewing written policies to make sure that those policies are nondiscriminatory.
- Providing technical assistance or referring staff to appropriate resources for technical assistance. Providing annual training on civil rights in service delivery to staff. New staff shall receive training as part of their initial orientation.
- Disseminating civil rights information to county agency staff and county agency contractors, vendors, beneficiaries, and other interested parties.
- Acting as civil rights liaison between ODJFS, the county agency, county agency contractors, beneficiaries, and community groups or other organizations concerning civil rights in the delivery of services.

OAC 5101:9-2 Workforce Investment Act



Cuyahoga County Division of Children and Family Services
Civil Rights Training

Civil Rights Plan

Civil Rights Coordinator

File Agency Plan

Assist clients in filing complaints - State/Federal liaison

Ensure clients and staff awareness of policies/procedures -

- ✓ **Training – *you are here!***
 - Policy/Procedures
 - Post Materials
 - Newsletter/Internet, etc...
 - Vendor Contracts



Cuyahoga County Division of Children and Family Services
Civil Rights Training

CCDCFS Civil Rights Policy

7.06.01 Agency Civil Rights Plan, Clients' Civil Rights and Complaint Procedures

- Restates policy
- Outlines Complaint Procedure



Cuyahoga County Division of Children and Family Services
Civil Rights Training

The Americans with Disability Act of 1990

Title II of the ADA

No qualified individual with a **disability** shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.



Cuyahoga County Division of Children and Family Services
Civil Rights Training

Accessibility

- Physical Accessibility –
building, doors, ramps, rest rooms
- Program/Service Accessibility-
location, bus line, hours of operation, caseload size,
*service animals- DCFS is service animal friendly

Accommodate your clients – be flexible.



Cuyahoga County Division of Children and Family Services
Civil Rights Training

Multi-Ethnic Placement Act

- Prohibits agencies from refusing or delaying foster or adoptive placements because of a child's or foster/adoptive parent's race, color, or national origin
- Prohibits agencies from considering race, color, or national origin as a basis for denying approval as a foster or adoptive parent
- Requires agencies to diligently recruit a diverse base of foster and adoptive parents to better reflect the racial and ethnic makeup of children in out of home care



Cuyahoga County Division of Children and Family Services
Civil Rights Training

How MEPA Guides Placement

- DCFS may not consider race, color or national origin in making foster or adoptive placement decisions.
- Foster and/or adopting parents may request or refuse a placement based on the child's race, color or national origin.
- Children may request or refuse foster or adoptive placement with families based on race, color or national origin.



Cuyahoga County Division of Children and Family Services

Civil Rights Training

First Half

- Defined Discrimination
- Reviewed Federal Civil Rights Related Laws
- Discussed DCFS Civil Rights Plan, Civil Rights Coordinator, Civil Rights Policies
- Discussed ADA & Accessibility
- Discussed MEPA & How it guides placement

Second Half

- Limited English Proficiency –
what it is, why it's important and when you need an interpreter
- Civil Rights Complaint Procedure
- Remind you of one additional presentation you are required to watch...

Additional Training Video

- *Limited English Proficiency – How to Schedule an Interpreter with US Together.*



Cuyahoga County Division of Children and Family Services
Civil Rights Training

Civil Rights Act Title VI and LEP

To comply with Title VI, federally-funded entities must also ensure that LEP persons have meaningful access.





Cuyahoga County Division of Children and Family Services
Civil Rights Training

What is Limited English Proficient (LEP)?

An LEP individual is a person who is unable to speak, read, write or understand the English language at a level that permits him or her to interact effectively with health and social services agencies and providers.



Cuyahoga County Division of Children and Family Services
Civil Rights Training

What Constitutes Meaningful Access?

Key to LEP Compliance

To ensure meaningful access covered entities must provide timely language assistance that results in accurate and effective communication at no cost to the client.



Cuyahoga County Division of Children and Family Services Civil Rights Training

Limited English Proficiency (LEP) Plan

Review census and service usage data to determine foreign languages most spoken by clients.

Comply with federal law and provide timely language assistance that results in accurate and effective communication at no cost to the client.

Provide:

- Translation- Document Translation Services
 - Interpretation- Oral Language Assistance
 - Bilingual staff
 - Vendor
 - In-Person Interpreters
 - Telephone language line
 - Teleconference/Virtual
- * *Do not use translation software apps*
- * *Do not use clients' family or friends*



Cuyahoga County Division of Children and Family Services
Civil Rights Training

CCDCFS Limited English Proficiency (LEP) Policy

7.06.04 Provisions for Clients with Limited English Proficiency

- Restates policy from our plan
- Lists languages most spoken, need for translation
- Outlines detailed procedures for using interpreter and translator services
- *The use of an interpreter is not optional. It is **required** when working with any person, client, or family that does not speak or understand English well enough to interact with us.*



Cuyahoga County Division of Children and Family Services Civil Rights Training

CCDCFS Limited English Proficiency (LEP) Policy Policy

- DCFS provides meaningful access to program information, benefits and services to all clients, regardless of their English language proficiency. DCFS makes free language services available to applicants/recipients of benefits/services that result in accurate and effective communication that does not result in any undue delay or denial of benefits/services to which the LEP applicant/recipient is eligible.
- DCFS makes bi-lingual staff available to assist in identifying clients who need professional interpreter and translator services. DCFS participates in the County Health and Human Services process for contracting interpreter and translator services to ensure access to services.
- DCFS ensures that employees and clients are aware of these services and how to access them.



Cuyahoga County Division of Children and Family Services
Civil Rights Training

**CCDCFS Limited English Proficiency (LEP) Policy
Procedures**

Language Assistance

- Bi-Lingual Staff
- Telephone Interpreters
- In-Person Interpreters
- Virtual Interpretation- via teleconference/smart devices



Cuyahoga County Division of Children and Family Services
Civil Rights Training

**CCDCFS Limited English Proficiency (LEP) Policy
Procedures**

Client Interaction

- Walk-in
- Telephone Call-in
- Emergency Home Visit
- Any existing casework- family meetings (in advance)



Cuyahoga County Division of Children and Family Services
Civil Rights Training

**CCDCFS Limited English Proficiency (LEP) Policy
Procedures**

Walk-in (Spanish)

- Bi-Lingual Staff
- Telephone Interpreters

Walk-in (any other language)

- Telephone Interpreters



Cuyahoga County Division of Children and Family Services
Civil Rights Training

**CCDCFS Limited English Proficiency (LEP) Policy
Procedures**

Telephone Call-in (Spanish)

- Bi-Lingual Staff
- Telephone Interpreters

Telephone Call-in (any other language)

- Telephone Interpreters



Cuyahoga County Division of Children and Family Services
Civil Rights Training

**CCDCFS Limited English Proficiency (LEP) Policy
Procedures**

Emergency Home Visit/Investigation (any language)

- Telephone Interpreters

Any existing casework/meetings (any language)

- In-Person Interpreters
- Virtual Interpreters- videoconference/smart device



Cuyahoga County Division of Children and Family Services Civil Rights Training

Pre COVID 19

- In-person interpreters
- Telephone interpreters

Post COVID 19

- Virtual interpreters-
 - *requires all parties have a smart device*
 - *specific scheduling procedures outlined in service guide*



Cuyahoga County Division of Children and Family Services
Civil Rights Training

**CCDCFS Limited English Proficiency (LEP) Policy
Procedures**

Foreign Language Interpreters

- US Together

Sign Language Interpreters

- ~~Cleveland Hearing and Speech Center~~
- US Together



Cuyahoga County Division of Children and Family Services Civil Rights Training

CCDCFS Limited English Proficiency (LEP) Policy Procedures

Document Translation

- **Check with ODJFS** – to make sure form isn't already available.

Foreign Language Translation

- US Together

Braille Translation

- Cleveland Hearing and Speech Center
 - Through JFS Contract Administrator



Cuyahoga County Division of Children and Family Services Civil Rights Training

CCDCFS Limited English Proficiency (LEP) Policy SACWIS Procedures - Demographics Tab

The screenshot shows a web browser window displaying the SACWIS system interface. The page title is "SACWIS - Person - Profile - Demographics - Part 2" and it is "Page 1 of 2". The user is logged in as "Jost, Michael" from the "Cuyahoga County Division of Children and Family Services". The interface includes a navigation menu with tabs for Profile, Education, Medical, Employment, Military, Background, Delinquency, and SACWIS History. The "Demographics" tab is active, showing fields for Name (Meaney, Melissa), Person ID (570451), and DOB (10/28/1969). There are sections for Birth/Adoption Information, Alleged Parent List, Other Demographics (including language and religion), and Marital Details. The URL at the bottom is "https://sacwis.ohio.gov/sacwis/saveDemographics.do" and the date is "11/18/2015".

SACWIS - Person - Profile - Demographics - Part 2 Page 1 of 2

OHIO SACWIS [3] home search help & training log off
Logged In: Jost, Michael [Cuyahoga County Division of Children and Family Services]

[Profile](#) | [Education](#) | [Medical](#) | [Employment](#) | [Military](#) | [Background](#) | [Delinquency](#) | [SACWIS History](#) | [help](#)

Basic **Demographics** Address Additional Characteristics Safety Hazard

Part 1 | Part 2

Name: Meaney, Melissa Person ID: 570451 DOB: 10/28/1969

Birth/Adoption Information

Previously Adopted: No Yes Age Adopted: Mother Married at Time of Birth:

Alleged Parent List

Created in Error Exclude Include

Alleged Parent Status	Alleged Parent Name	Alleged Parent Gender	Source System Code
<input type="button" value="Add Alleged Parent"/>			

Other Demographics

Available Language: Selected Language:
 Other Language:
 Interpreter Needed

Religion: Other Religion:

Highest Level of Education: Ohio Resident

Marital Details

Spouse Name/Significant Other	Marriage/Relationship Status	Status Effective Date	Source System Code
<input type="text" value="edit"/>	Single		<input type="text" value="delete"/>

<https://sacwis.ohio.gov/sacwis/saveDemographics.do> 11/18/2015

Page 1 of 2



Cuyahoga County Division of Children and Family Services **Civil Rights Training**

LEP Resources

- This training: Why and When to use an interpreter/translator
- **How** to access an interpreter:
 - **Separate Training Video**
 - **Instruction Manual- HHS Intranet**
 - **US TOGETHER Plus Icon- desktop**



Cuyahoga County Division of Children and Family Services
Civil Rights Training

CCDCFS Complaint Procedure

Traditional Service Complaints

- Chain of Command or
- Customer Service/Community Relations

Civil Rights Complaints (including all MEPA complaints)

- **Civil Rights Coordinator*** or
- ODJFS Bureau of Civil Rights or
- U.S. Dept of Health and Human Services

***All staff must refer all alleged civil rights complaints to the civil rights coordinator**



Cuyahoga County Division of Children and Family Services **Civil Rights Training**

Complaints can be filed with:

- Local agency
- ODJFS- Bureau of Civil Rights
- US Department of Health and Human Services

20 -25 calls a year

- Most worked out with worker, supervisor, senior manager or customer relations
- Many get resolved with me
- Some clients insist on filing
- I send them or help them with complaint form
- Often no more follow up

1-2 a year filed through me or filed directly with the state or HHS- back to me

- Investigation Process
- I provide case summary
- I provide response to specific questions- with help from staff
- Staff may be interviewed
- PLEASE HELP!



Cuyahoga County Division of Children and Family Services Civil Rights Training

- 12 – 15 complaints filed in 10 years
- 2/3 dismissed after initial investigation
- 1/3 no evidence DCFS violated client's rights

- Takes 2-3 months of reviewing case/file
- Interviewing workers and supervisors
- Responding to the complaint



Cuyahoga County Division of Children and Family Services
Civil Rights Training

- If I contact you regarding a complaint...
- Please cooperate, it really is important.
 - Pull out/up the case, review it
 - Talk to me
 - Meet with me
 - Answer my questions
 - Answer the investigator's questions



Cuyahoga County Division of Children and Family Services Civil Rights Training

ODJFS Discrimination Poster



If you believe you have been denied or delayed services because of race, color, religion, disability, age, sex, political affiliation or belief, or national origin, contact:

Ohio Department of Job and Family Services
Office of Employee and Business Services
Bureau of Civil Rights
30 E. Broad St., 30th floor, Columbus, Ohio 43215
(614) 644-2703 or toll free at: 1-866-227-6353
FAX: (614) 752-6381
TTY hearing impaired: 1-866-221-6700
jfs.ohio.gov/civilrights

John R. Kasich, Governor
Cynthia C. Dungey, Director
JFS 08/04 (Rev. 1/2014)
An Equal Opportunity Employer and Service Provider



Division of Children and Family Services

You may also contact the local Civil Rights Coordinator by calling 216-432-2273.

=== PROOF



Cuyahoga County Division of Children and Family Services
Civil Rights Training

Civil Rights Training Subjects

- ✓ Civil Rights Laws
- ✓ Civil Rights Plan, Coordinator, Policy
- ✓ MEPA
- ✓ Accommodating Clients
- ✓ LEP- What, Why and When to use Interpreters
- ✓ Language Placard
- ✓ Discrimination Poster



Cuyahoga County Division of Children and Family Services **Civil Rights Training**

Top Ten Training Takeaways

- Treat everyone the same.
- Treat everyone with respect.
- Treat everyone with empathy.
- Accommodate clients- help them resolve barriers/issues.
- Always note an LEP client/family in case notes and SACWIS demographics.
- Always use our third party interpreter.
- Try and resolve client complaints and concerns.
- If you really can't resolve issues, refer clients to Customer Relations.
- If they mention civil rights concerns, refer them to Steve Rusnak.
- If there is an investigation of a case you worked on, please help us respond timely.



Cuyahoga County Division of Children and Family Services Civil Rights Training

Questions



Contact your supervisor or
Steve Rusnak



Cuyahoga County Division of Children and Family Services **Civil Rights Training**

- We covered Why and When to use an interpreter or translator
- Please don't forget to review the following on-line training

“How to access an interpreter”



Cuyahoga County Division of Children and Family Services
Civil Rights Training

Thank You



Steve Rusnak

CCDCFS Civil Rights Coordinator

– Jane Edna Hunter

881-4028

Stephen.Rusnak@jfs.ohio.gov





Cuyahoga County Together
We Thrive

Access to Services for Limited-English Proficient Customers

Dept. of Health and Human Services
Contract Administration and Performance Department

Agenda

- I. Title VI of Civil Rights Acts of 1964
- II. What are the Interpretation and Translation Services Available?
 - a. How to Access Services
 - b. What Happens in an Interview?
- III. Overview of US Together Plus
- IV. Questions



Title VI of Civil Rights Act of 1964

- Title VI of the Civil Rights Act of 1964 states that “ no person in the U.S. shall, on grounds of race, color, or national origin, be excluded from participation in, denied benefits of, or subjected to discrimination under, any program or activity receiving federal financial assistance (e.g. any provider receiving federal funding).

Purpose of Title VI

- To ensure public funds are not spent in a way that encourages, subsidizes, or results in racial discrimination.
- Bars intentional discrimination
- Authorizes and directs federal agencies to enact rules, regulations, or orders of general applicability to achieve the statute’s objectives



Terminology

- Effective communication-.
 - ✓ No unnecessary delay in services
 - ✓ Ability for the LEP applicant/recipient to be able to communicate relevant circumstances of his/her situation to the county agency
- Interpretation – The oral or spoken transfer of a message from one language into another language. This also includes the manual mode of communication through sign language.
- Translation – The written transfer of a message from one language (the source) into another language (the target).
- ASL – American Sign Language.
- The ADA 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.



Meaningful Access

- **Meaningful Access:**
- Meaningful access to benefits, programs and services is the standard of access required of county public agencies since they received federal funding through the state of Ohio. To ensure **meaningful access** covered entities must:
 - Provide language assistance that results in accurate and effective communication
 - At no cost to the customer.



Most Frequent Interpretation Requests

- Spanish
- Nepali
- Arabic
- Russian
- Ukrainian
- Somali
- Swahili
- Chinese
- Burmese, Karen
- Hindi, Punjabi, other languages spoken in India
- Dari, Pashto
- Other Eastern European languages: Serbian, Croatian, Romanian, Albanian



When to Initiate Written Translations?

- DCFS staff use interpretative and/or translation services from the language services contracted provider with the Cuyahoga County Department of Health and Human Services.
- Translate documents into regularly encountered non-English languages (when a significant number of percentage of the eligible population is LEP and needs the services or information)
- Please access language services on the HHS Intranet
<https://intranet.cuyahoga.cc/departments/hhs/policies-and-procedures/document-translation-and-interpreter-services> to access the request form.

The image shows a screenshot of a 'TRANSLATION SERVICE REQUEST FORM' from Cuyahoga County, Department of Health and Human Services. The form includes instructions for requesters, a section for requester information, a section for the requesting agency, and a section for service information. A large 'SAMPLE' watermark is overlaid on the form.

TRANSLATION SERVICE REQUEST FORM

Send this completed request form to: Christian Tobin, Contract Administration and Performance via email: Christian.Tobin@hhs.cuyahoga.gov

You will receive approval of your request via email within ten business days. If you do not receive a notification within the requested time frame, call Christian at (216) 947-7922. Retain a copy for your records.

Once the translation is completed, an electronic copy of the material will be emailed to the requesting staff at the HHS Agency along with the completed Translation Service Request Form.

TO BE COMPLETED BY REQUESTER:

SERVICE REQUEST

Today's Date: 1/20/2021

Requester's Name: Jane Doe

Requester Phone: 216-947-1234

Requester's Email: Jane.Doe@hhs.cuyahoga.gov

Alternate Contact: Jane Doe's Supervisor (e.g. Team Leader)

Alternate Contact's Phone #: 216-947-4321

REQUESTING AGENCY

CIFS DCSS DCFS OSAS

Other, please specify: Click or tap here to enter text.

Department: SIBC

NOTE: If completing a request for CIFS please be sure to copy CIFS-Communications@hhs.cuyahoga.gov.

SERVICE INFORMATION

Description of materials to be translated: LTC Customer Memo

Rationale for translation: We send this memo to new LTC customers and would like to send a Spanish version to Spanish-speaking customers.

Language into which the document needs to be translated:	Est. Length (word count):	Date Needed:
English to Spanish	500	2/15/2021

Information on back to be completed by US Together Inc./HHS

Phone: (216) 947-7922

2155 Euclid Avenue | Cleveland, Ohio 44115 | 216-947-5334 | hhs.cuyahoga.gov



DCFS
INTRANET

Protocol for Language Services Access

- **Translation Services**
- Requires 2-10 days for full process.
 - ✓ Complete the form entitled, “Translation Service Request Form”
 - ✓ Email the request along with the document(s) preferred in Microsoft Word to be translated directly to the Division of Contract Administration and Performance Point of Contact, Sharonda Mason, MSW, CDCA at Sharonda.Mason@jfs.ohio.gov to submit for translation
 - ✓ Each agency has an established point of contact.



- **What Are the Interpretation and Translation Services Available and How to Access Them?**



Language Services Overview

- US Together Inc. is current contract provider for interpretation and translation services to include training for staff.
- Current program period is 3/01/2021- 02/28/2023.
- This contract allows us to meet the LEP requirements through Title VI of the Civil Rights Act of 1964.
- Contract management
- **Interpretation / Translation Services Lead**
 - Sharonda Mason, MSW, CDCA
 - Contract Administration & Performance
 - Dept. of Health and Human Services
- Desk 216 987.1837
- Sharonda.Mason@jfs.ohio.gov



Protocol for Language Services Access

- Interpretation services- (Schedule in advance whenever possible).
- In-Person/virtual (Spoken or ASL) – Accessing Language Services with US Together Plus Interpret Manager Website guide (We will work from the guide, but for your reference the website is: <https://ust-cle.interpretmanager.com>)
- Telephonic (On Demand Interpreter Services)- Using what we learn from the guide you will be able to call the **local number: 216-242-4270** and follow the prompts and quickly be connected with an interpreter. If you are on the contact center you will select US together from the directory



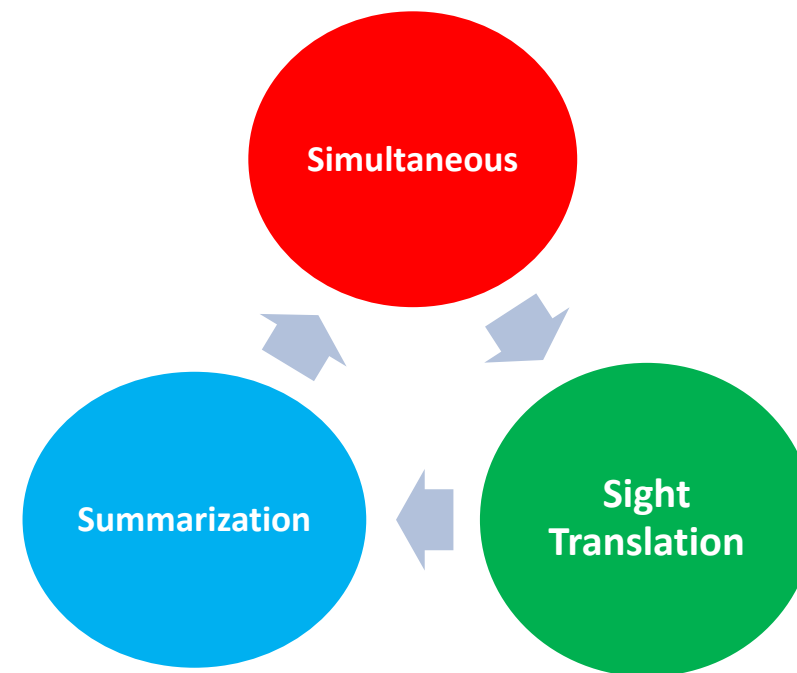
Cuyahoga Job and Family Services Protocol for Language Services Access

EMERGENCY

- If requesting in-person appointment less than 24 hours from the actual date/time of the scheduled appointment OR if scheduling an EMERGENCY appointment after hours you **MUST** send a follow up email or make a follow up call to the provider **PROMPTLY** after you create your appointment online:
- **Contact the provider:**
 - Email at clevelandinterpreters@ustogether.us
 - Call US Together at 614-581-6727

Modes of Interpretation

- **Consecutive*** [Frequency of pausing is important]
When a speaker pauses to allow an interpreter to repeat what has been said in the target language before continuing. ... You'll sometimes hear **consecutive interpreting** referred to as “listen before talk” **interpreting**
 - ✓ Simultaneous
 - ✓ Sight Translation
 - ✓ Summarization



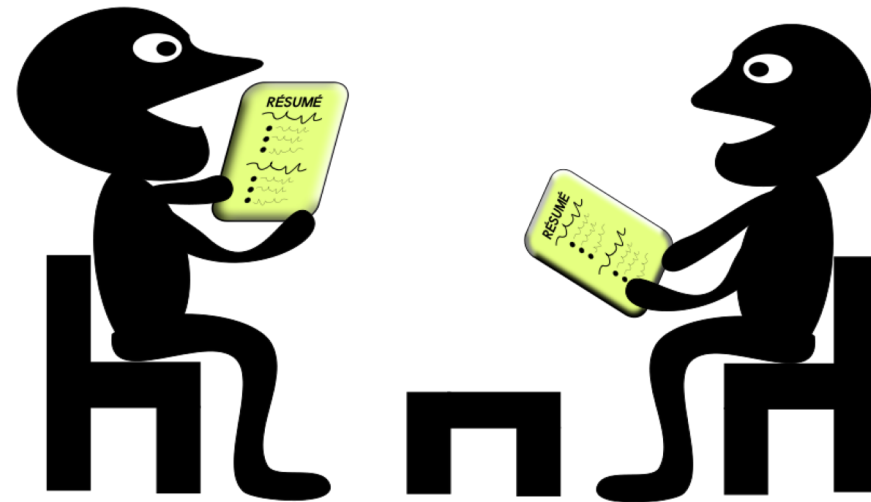
Prior to the Interview

- Make sure you are using trained interpreter.
- Introduction- To make sure all parties understand how the triadic communication will work.
- Encourage the interpreter to advise you if any communication problems such as cultural, emotional, or linguistic problems arise during the interview.



During the Interview

- Introduce yourself to the customer and explain the purpose of the interview
- **Arrange chairs to facilitate your communication with the client**
- **Face the customer directly**
- **Address the customer directly**



During the Interview

- Watch the customer's face for reactions. If the customer appears confused or doubtful, ask whether he/she understands or has any questions.
- Speak **slowly and clearly**, with frequent pauses to allow for a phrase-by-phrase interpretation.
- Do not raise your voice or shout.
- Avoid using technical acronyms/jargon, metaphors, slang, proverbs.
- Explain all the terms in simple language.
- If you need to consult with the interpreter on a matter, explain to the customer what you are doing.
- Make sure interpreter explains to you any independent conversation he/she has with the customer.



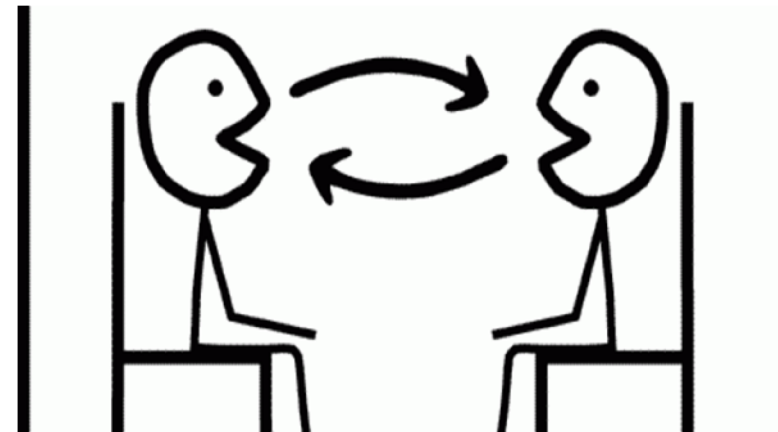
During the Interview

- Remember that you are still the facilitator of the appointment; the interpreter is merely a conduit.
- If there are any documents with lots of information, the interpreters will not do sight translation line by line. You should highlight the most important pieces of information and state them in short phrases and allow the interpreter to interpret them to the client. Do not force the interpreter to try to determine what they think is important that is not fair to them or the client and they most likely will refuse that type of responsibility.
- Always remember that everything said in the room during the interview will be interpreted
- Remember that any comments you make to others or interpreter may be understood by the client
- Remember that deaf clients can read lips and will know what you are saying even if they don't hear



Following the Interview

- Document in the electronic case file, the name of the interpreter.
- Document in the case notes if the client refused to have an interpreter provided.
- **Never ask the interpreter for his/her opinion on a specific case.**
- **Never contact interpreter directly to schedule services.**



US Together Plus

Activate your account









Accessing Language Services

With

US Together Plus



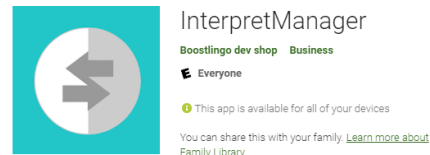
Interpret Manager User Guide

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Accessing Language Services

You can access language services through the website (see below for link), the mobile **InterpretManager** application, and via telephone (IVR). The **InterpretManager** mobile application must be downloaded onto County issued cell phones or iPads to be utilized. The app can be found in both the Apple and Google Play store. Look for the name/icon as shown below:



Interpret Manager Website

The website can be accessed using Chrome. A user can schedule appointments (face to face, telephonic, and virtual/third party platform) or utilize the On-Demand option on the website which allows you to talk to an interpreter via voice or video. *(Note that the latter option requires your computer/laptop be equipped with speakers, a microphone, and camera. A headset with microphone can be substituted for computer microphone).*

Website: <https://ust-cle.interpretmanager.com>



Call On-Demand

- You can use the local telephone number to make on-demand calls for an interpreter. You will need to have your IVR number (this is a personal pin that identifies you).

The local number is: 216-242-4270

My IVR/PIN number is: _____ #

Once you dial in, the system will provide you with prompts:

- Enter your IVR PIN (your personal identifier) followed by #
- Select the requested language (or press 0 to speak or type the requested language), listen for the language (or use the quick dial number list). 1 for Spanish; 2 for Arabic; 3 for Swahili; 4 for Nepali; 5 for Ukrainian; confirm by pressing 1. A dedicated list of languages available as quick dials is included on page 15 of this user guide.
- Enter the Case number (client's account number); confirm by pressing 1
 - If there is not a current case number for the client, use 1234

My Profile

- Before you can use the services, you will need to access your IVR PIN number. You can access this number by going into “My Profile”. The IVR pin will be on the bottom left-hand side of the screen.

The IVR PIN

- Hover your mouse over #???????
- Your IVR number will appear
 - Make note of this number because you will need it when accessing on demand services (write it down so that you always have it with you)



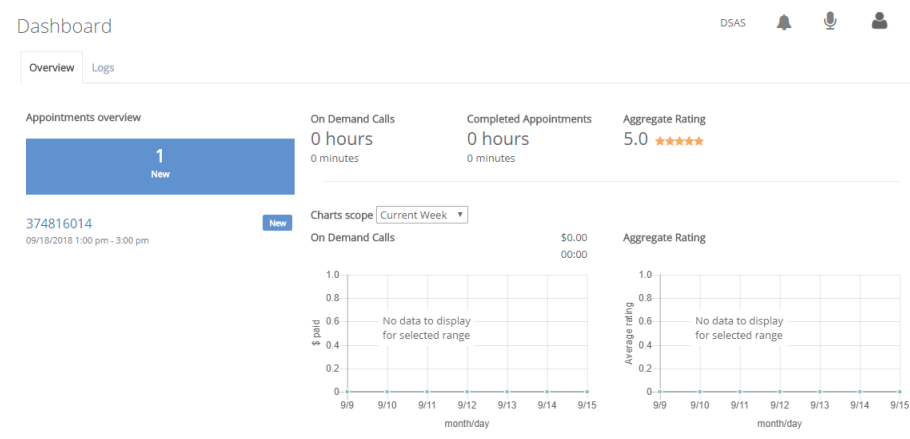
Updating Personal Information

- In the “My Profile” tab, you can also update your personal information (name, telephone number, county cell phone number, department).
- Click on “Edit” and the profile box will open.
- Update any changed information. **Interpreters can see both phone numbers and email so please make sure your contact information is accurate.**
- Click “Save” on the bottom right-hand side of the box.

Note: It is best to tab through the fields

The Dashboard

The Dashboard will show you the number of “On Demand” telephonic calls made, the number of appointments completed by an US Together representative (either telephonic or face to face) and the average score given to the interpreters (you will rate your experience after each call/face to face interpretation). This is also where you will see scheduled appointments.



Creating an Appointment

- To schedule a face-to-face appointment or virtual meeting appointment, you will need to click on “Appointments” on the left-hand side of the screen.
- Note: **Do NOT call interpreters directly to schedule appointments.** This violates ethical guidelines and could also prevent the interpreter from getting paid for their services. If you have a preference for a specific interpreter include that in the description box while creating your appointment.
- Click on “Create New Appointment” (above the calendar).

Note: When there is a **RED** dot next to “Notes” tab there is a message from the vendor for you to read.

Appointments

Calendar Notes ●

Create New Appointment

Today Day Week Month

April 2019

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

NOTE: If you need to make an appointment **which requires a turn-around time 24-hours or less or needs to be scheduled on a Friday for an interpretation on Monday, please call dispatch.** Please also contact dispatch in instances where you have not received confirmation for a scheduled appointment prior to the scheduled appointment. If you do not get an answer, please **leave a detailed message and include the appointment ID number found in USTP.** The only numbers you should use to contact dispatch are: 614-581-6727 / 1-877-581-4350.

April 25, 2019

	Thursday
all-day	
12am	
1am	
2am	

- Complete each field as shown below:

Create Appointment

Please provide the following information

Requestor	DSAS Cacy Pena	
Communication Type *	Onsite Consecutive	
Date and Time *	09/30/2020	06:00 PM
Duration *	- 02:00 +	
Language *	English - English	Spanish - español
Subject	Face to Face Home Visit / Virtual Meeting / Face to Face Follow-up	
Record ID	Case Number/Client ID	
Description	<p>Enter the client's full name, and a telephone number that the interpreter can use to reach the requester (YOU) for questions or on the day of the appointment (county cell or phone at the location of the meeting). Indicate if this is a scheduled or unscheduled visit/call. If this is a virtual meeting, please add the "Meeting Link, Cal-in Telephone Number, and any required Access Code". Add any additional information necessary for the interpreter. You can also request a specific interpreter by entering their name in this field.</p> <p>ASL interpreters request details on number of consumers, pets and if they are restrained, any potential infestation – if an ASL interpreter requests additional support to communicate efficiently, US Together will assist with this step.</p> <p>These are always good details for any interpreter as well! This box is the interpreter toolbox, the more info you share, the better prepared the interpreter is to help!</p>	

This should always be **Onsite Consecutive**. Unless you are hosting a virtual meeting then select **"Third Party Platform"** option.

The "Subject" will describe the type of meeting.

- Enter in the location where you want to meet the interpreter in the "Location" field. *Note: If you select "Third Party Platform" for virtual meeting appointments you will no longer be required to insert location information.*
- You can save the location (if used often) by putting a checkmark in the box next to "Save to Location for Account." Another field will display to the right of the "Location" field. Name the location. It will be available as a dropdown under location once saved.

Location *

Location where the interpreter will meet you. 📍 Location Name

Location must be known Company Location Name is required

Suite/Room #

Save to Locations for Account

Important Notes

Checkmark the appropriate fields.

Please call/text contact when arriving – DO NOT enter home/bldg; if calling – you have to leave a voicemail!

All onsite appointments are being completed with safety and precautions to follow the Governor's mandate for physical distancing

THIS IS A TELE/VIDEO appointment - DO NOT GO TO THE ADDRESS LISTED! Details will outline if you call them a few minutes before t

Service Delivery * Local Government

Service Classification County

Gender No Preference ←

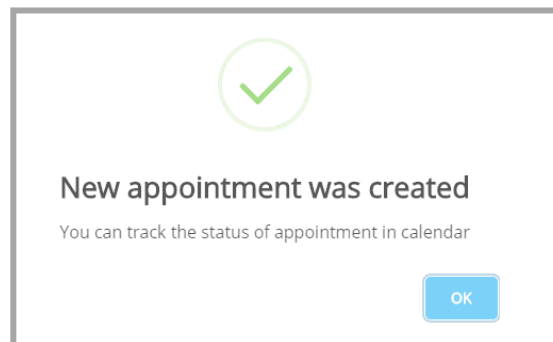
If the client requests a particular gender for the interpreter, you can choose Male or Female. Otherwise leave as "no preference".

Notes for PM
Any information you need the program manager to know. This is only available to you and the dispatchers at US Together

Recurrence One Time

Priority ⓘ Rush

- Complete the screen as displayed and click "Save".
- Once "Save" is clicked, a pop-up will display.
- Click "OK".
- If you get an error code return to the screen and resolve the items noted in red. Then click "Save" again.




You will be immediately taken to the Appointment Viewer Screen. Verify all information is accurate.

Appointment Viewer

Overview

- The appointment viewer will pop up immediately following the creation of an appointment.
- **Verify that you have entered all information correctly.**
- Click on the blue “Edit” hyperlink on the upper right-hand side of the screen if you need to update the appointment.
- You can always go back into the appointment viewer by opening an appointment regardless of the appointment status (open, closed, canceled, etc.).
- The scheduled appointment request will display under “Overview”.
- You can view the appointment created, review activities (actions in the appointment flow), and to see the *private* notes to UST dispatchers. (*These notes are not seen by the interpreters.*)
- Cancel or clone the appointment using the ... (next to “note”) **This feature is not typically used.*



DSAS, Cacy Pena

09/17/2018 1:00 pm - 3:00 pm
America/New_York

[Edit](#) [Note](#) ...

Overview

[Activities](#)

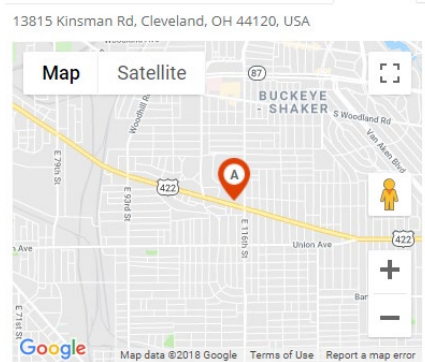
[Billing](#)

[Documents](#)

Test	Interpreter (0/1)	Rating	Status	Distance (mi)
ID	400796332			
Delivery	Onsite Simultaneous			
Requirements	1 Spanish-English Interpreter(s)			
Priority	Regular			
Classification	County			
Consumer	Not Applicable			
Recurrence	One Time			
Notes	Click here...			

13815 Kinsman Rd, Cleveland, OH 44120, USA

- A map will display on the left-hand side of the screen utilizing the address the interpreter will need to travel to. Confirm that the address and general area look to be accurate. If you typed in the wrong address, please edit the appointment to reflect the correct address.



Activities

- All activities that have been done on the created appointment will be reflected within the appointment viewer screen, including notes between you and US Together.

04/26/2019 2:00 pm - 4:00 pm
America/New_York

Overview **Activities** Documents

Appointment History Notes

Created	Worker's Name	No notes added.
Appointment has been successfully created by	Worker's Name	
4/23/19 3:04 pm		

Documents

A requestor can upload blank forms or informational documents that can be available as a reference for the interpreter. (The documents cannot be a HIPAA violation). Example of an appropriate informational document would be the Client's Rights and Responsibilities document. This feature is not really being used, but it is available. If you upload a document reference it in the description box.

NOTE: The interpreter *may not* use them - You are still the one to control the conversation.

If used by the interpreter, it is only as a reference to your conversation.

- Click on "Documents".
- Click on "New Upload" (the document will need to be saved on your computer to upload).

Uploading a Document

- The uploading box will display.
- Add the name of the document in the “Name” field – **please indicate the file name here!**
- Add what you would like the interpreter to do with the document in the “description” box.
- Click “Select File” to open the files on your desktop.
- Double click on the file and click “Add” to move it to the website to be viewed by the interpreter.

Cancel or Cloning Appointments

- When you are in the appointment (Appointment View), you will see three dots next to the “note” hyperlink.
- Click on the dots to display Cancel or Clone.

- To cancel, choose “Cancel”.
- A confirmation box will display, click “Yes”.



Confirmation

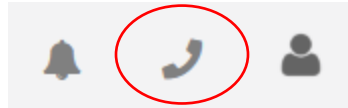
Are you sure you'd like to cancel appointment?

- Choose a reason why you are canceling the appointment (there is a dropdown of choices).
- If necessary, enter other reasons in the text box.
- Click "Submit". **The system will not allow you to edit or cancel an appointment within 48 hours of the start time. If you click cancel and select a reason, a prompt will open, telling you to call a dispatch number.**
- You will know that your appointment is canceled because the "Blue" scheduled appointment will turn "Orange" on the calendar under the "Appointments" tab.

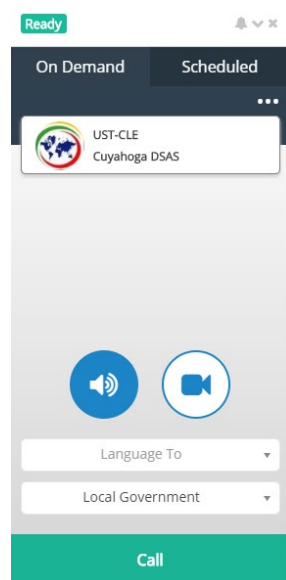
- To clone, choose "Clone" and a confirmation box will display.
- Click "Clone".
- The appointment will be cloned. You will need to go into the appointment and make the necessary updates (Clone allows you to copy all of the details for a client to create a new appointment so that you only have to add the new date and time).

On-Demand Service Using the Web-based or Mobile Application

- Requesting On-Demand services (this feature requires a cell phone, tablet or desktop equipped with a camera, speakers/headset and microphone).
- Click on the telephone on the top right-hand side of the screen from the web-based application on a laptop or desktop. When using the mobile application just open the app and log in.



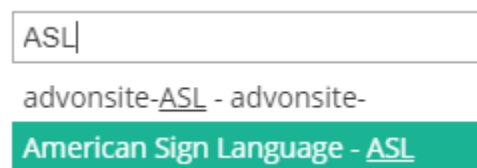
- The “On Demand” option will display.




- Click on the video icon to access on demand video interpretation for American Sign Language.



- Click on “Language To” and enter “ASL” to locate the American Sign Language Option. *(There are now other sign language options also available, but ASL is currently the most requested sign language option.)*
- Click on “American Sign Language – ASL”.



- To request a specific gender, click on the  to view the dropdown. (Only use this if the client requests a particular sex.)
- Click on the dropdown in the “Gender” field and choose the requested gender.
- Click “Apply”.

- Click “Call”.



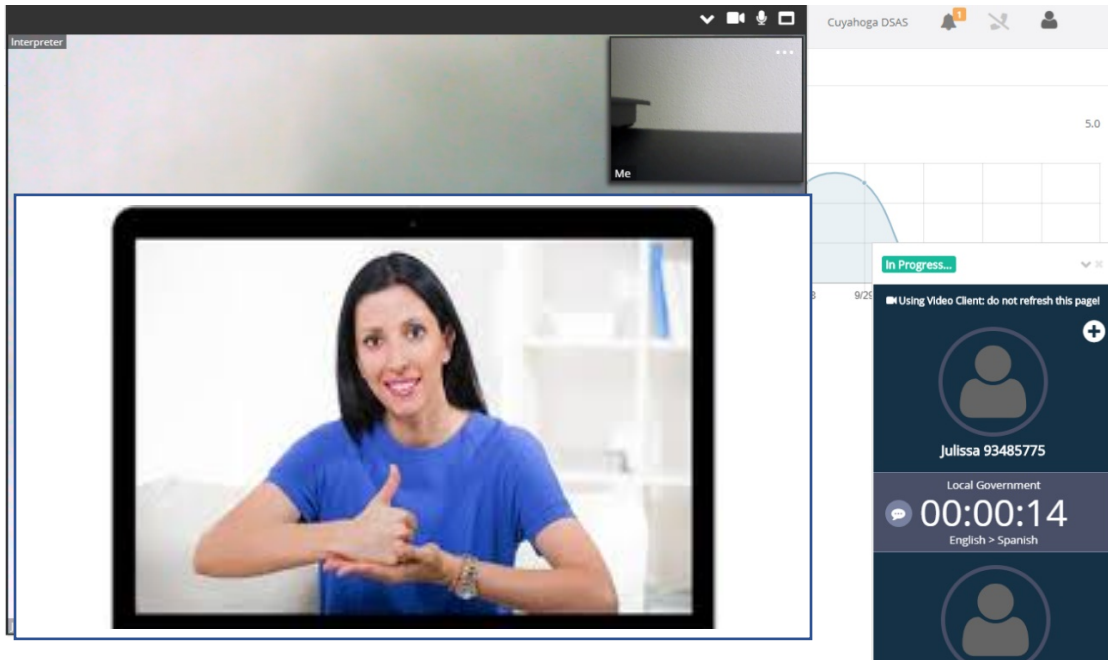
- The “Pre-Call Info will display.
- Enter the client’s case number, SACWIS, SETS, provider number or other appropriate client ID reference number. Do not use social security numbers.
 - If you do not have access to their identifying case number enter “1-2-3-4” to reflect that it is a *cold call* and that the number is not available. After the call is completed reference the call ID number from your log into the case notes.
- Click “Begin Call”.

Pre Call Info

Case # *

Begin Call

- A live video of the interpreter will display for video calls.
- The requested language and the interpreter’s name will display.
- A large video of the interpreter will display.
- Click “End Call” when finished.



Notifications

- You can view notifications from Us Together through the notifications. There will be a number next to the icon if there are notifications.



Logging Out

- Please make sure that you ALWAYS log out of US Together.
- Click on the person icon to log out.
- Click "Sign Out".



Addendums

Language Quick Dial Numbers

216-242-4270

The automated system will ask you to enter your PIN: _____ then push the #

The system will ask you to push a number for a language or you can also push 0 (zero) to speak or type the language needed if it is not set as a quick dial:

Language Quick Dial Numbers					
Dial #	Language	Dial #	Language	Dial #	Language
1	Spanish	21	Kiswahili	41	Afrikans
2	Arabic	22	Afghani	42	Bosnian
3	Swahili	23	Dari	43	French Creole
4	Nepali	24	Hindi	44	Japanese
5	Ukrainian	25	Lingala	45	Karenni
6	Russian	26	Serbian	46	Kiribati
7	French	27	Chin (Hakha)	47	Kurdish
8	Mandarin Chinese	28	Croatian	48	Sinhala
9	Kinyarwanda	29	Greek	49	Turkish
10	Cantonese Chinese	30	Tigrinya	50	Urdu
11	Somali	31	Cambodian	51	Niuean
12	Korean	32	Filipino	52	Persian
13	Vietnamese	33	Gujarati	53	Armenian
14	Karen	34	Haitian Creole	54	German
15	Romanian	35	Hungarian	55	Chin (Zo, Zomi)
16	Punjabi	36	Dinka	56	Chin (Falam)
17	Albanian	37	Krahn		
18	Farsi	38	Pashto		
19	Burmese	39	Polish		
20	Kirundi	40	Uzbek		

Technical Support for US Together Plus

For technical issues/troubleshooting needs with the actual system:

(Note: The County/State Help Desk does not provide support for US Together Plus.)

Please send an email with your specific technical issues to the provider help desk via email at ClevelandInterpreters@ustogether.us.

If the website is showing a red bar at the top and not allowing you to save your appointment, please refresh the page to see if it will allow you to do so; after any system updates a hard refresh may be needed by pushing "Ctrl+Shift+R" (all at the same time).

Local Administrator for issues with logging in, instructions/training, etc.:

Mrs. Christian D. Tobin
Cuyahoga County Department of Health and Human Services Division of Contract
Administration & Performance
1641 Payne Avenue, Room 510
Cleveland, OH 44114
Office: 216-987-7922
Fax: 216-987-7090
Email: Christian.Tobin@jfs.ohio.gov

Agency Point of Contact Staff

For help with specific procedures contact your agency's Point of Contact directly:

Agency	Name	Email Address	Phone Number
CJFS Primary Contact	Christian Tobin Division of Contract Administration and Performance	Christian.Tobin@jfs.ohio.gov	(216) 987-7922
CJFS Alternate Contact	LaTeisa Crockett Division of Contract Administration and Performance	LaTeisa.Crockett@jfs.ohio.gov	(216) 987-7949
CJFS All requests for <u>written translation for CJFS</u> are to be submitted to Aida Idiaquez for processing.	Aida Idiaquez Public Benefits & External Relations and CJFS Civil Rights/ Limited-English Proficient Coordinator	aida.idiaquez@jfs.ohio.gov	(216) 987-8433
OCSS Primary Contact All requests for <u>written translation for OCSS</u> are to be submitted to K. Slosarik for processing.	Katherine Slosarik Senior Administrative Officer	Katherine.Slosarik2@jfs.ohio.gov	(216) 443-5175
OCSS Alternate Contact	Rochelle Beard Senior Administrative Officer	Rochelle.Beard@jfs.ohio.gov	(216) 443-8178
Health and Human Services Division of Client Support Services Primary Contact – Customer Relations	Niambi Watkins	Niambi.Watkins@jfs.ohio.gov	(216) 987-7751
Health and Human Services Division of Client Support Services Primary Contact – Client Support/Operators	Joanna Pugh-Fitzpatrick	Jo-Anna.PughFitzpatrick@jfs.ohio.gov	(216) 987-7326 or (216) 987-6647
DCFS Primary Contact	Stephen Rusnak	Stephen.Rusnak@jfs.ohio.gov	(216) 881-4028
DCFS Alternate Contact	Jackelyn Caskey	Jackelyn.Caskey@jfs.ohio.gov	(216) 635-3897
DSAS	VACANT	VACANT	(216) 000-0000

Primary Contact			
DSAS Alternate Contact	VACANT	VACANT	
Family and Children First Council Primary Contact	Tamara Smith Service Coordinator	Tamara.Smith@jfs.ohio.gov	(216) 348-3959
Family and Children First Council Alternate Contact	VACANT	VACANT	
County Board of Revision/Fiscal/ Treasurer's Office Primary Contact	Bonnie Inniss	binniss@cuyahogacounty.us	(216)443-6914
Ohio Means Jobs Equal Access Services Primary Contact	Nancy Sidell [*Norma Arasim - provides support for scheduling when Nancy is out of office for extended time.]	Nancy.Sidell@jfs.ohio.gov Norma.Arasim@jfs.ohio.gov	(216)898-6116
Ohio Means Jobs Equal Access Services Alternate Contact	Frank Brickner	Frank.Brickner@jfs.ohio.gov	(216)777-8161
Cuyahoga County Consumer Affairs Primary Contact	Sheryl Harris	sharris@cuyahogacounty.us	(216)443-7037
Cuyahoga County Consumer Affairs Alternate Contact	Jim Sturgeon	jsturgeon@cuyahogacounty.us	(216)443-7035
Cuyahoga County Witness/Victim Service Center & Family Justice Center Primary Contact	Jill Smialek	jsmialek@cuyahogacounty.us	(216)443-7347
Cuyahoga County Witness/Victim Service Center & Family Justice Ctr. Alternate Contact	Aaron Junglen	ajunglen@cuyahogacounty.us	(216)443-7343
Cuyahoga County Personnel Review Commission (PRC) Primary Contact	George Vaughan	gvaughan@cuyahogacounty.us	(216)348-4499
Cuyahoga County Personnel Review Commission (PRC) Alternate Contact	Shannon Carney	Scarney01@cuyahogacounty.us	(216)698-2975
The following notification contact information is for DCAP administration use only:			
Notification of protocol changes:	Aida Idiaquez Public Benefits & External Relations and CJFS Civil	aida.idiaquez@jfs.ohio.gov	(216) 987-8433

	Rights/ Limited-English Proficient Coordinator		
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UST Plus Agency "Title" Acronyms

Agency Name

Cuyahoga County Job and Family Services
 Cuyahoga County Office of Child Support Services
 Cuyahoga County Department of Children & Family Services
 Cuyahoga County Department of Senior & Adult Services
 Cuyahoga County Family and Children First Council
 Cuyahoga County Board of Revision/Fiscal/Treasurer's Office
 Ohio Means Jobs Equal Access Services
 Cuyahoga County Consumer Affairs
 Cuyahoga County Witness/Victim Service Center & Family Justice Center
 Cuyahoga County Personnel Review Commission

Title Acronym

CJFS
 OCSS
 DCFS
 DSAS
 FCFC
 BORFT
 OMJ
 CCCA
 WVFJ
 PRC

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@jfs.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 contact, 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

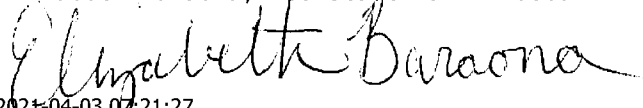


Name: Nadia Kasvin

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 ¹ .	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@jfs.ohio.gov

FIRST AMENDMENT

by and between

CUYAHOGA COUNTY, OHIO

and

US TOGETHER, INC.

THIS FIRST AMENDMENT (the “Amendment”) is made and entered into effective as of the 1st day of March, 2023 (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 principal place of business at 1415 E. Dublin-Granville Road, Suite 100, Columbus, Ohio 43229.

WHEREAS, the County and Provider entered into a Contract on March 1, 2021 (the “Original Contract”) to provide oral and sign language interpretation and written translation services for individuals served at Cuyahoga County offices; and

WHEREAS, the Parties now desire to amend the Original Contract by exercising the term extension option and increasing the cost.

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

1. This Amendment amends the Original Contract and, except as specifically amended hereby, the Original Contract shall remain in full force and effect. The Original Contract, together with this Amendment are herein collectively referred to as the “Contract.” In the event of a conflict between this Amendment and the Original Contract, as amended, the terms of this Amendment will prevail.
2. Section 1.2 of the Original Contract, titled Term, is amended to extend the term through February 29, 2024.
3. Section 1.4 of the Original Contract, titled Cost, is amended to increase the total not to exceed amount by \$356,000.00 for a total not to exceed amount of \$1,556,000.00.
4. Exhibit 2 of the Original Contract is hereby supplemented by new Exhibit 2-A, which is attached hereto and incorporated herein as if fully written.

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.

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

CUYAHOGA COUNTY, OHIO

Chris Ronayne, County Executive

Chris Ronayne —

2023-04-04 08:23:55
or designee

AND

US TOGETHER, INC.

BY: *[Signature]*

NAME: *Tatyana Mindlina*

TITLE: *Co-founder & Director*

MARK HEIDORF, ASSISTANT LAW DIRECTOR

[Signature]

The legal form and correctness
of this Amendment is hereby approved: 2023-04-04 13:36:17
Law Department, County of Cuyahoga, Ohio
Mark R. Heidorf, Assistant Law Director
Gregory G. Huth, Esq. Director of Law

EXHIBIT 2-A

BUDGET

- I. Interpretation and Translation Services
 - A. On-site language interpretation 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 language interpretation services will include travel to destination (1) hour interpretation rate; travel back from destination (1) hour interpretation rate; mileage at \$0.54 per mile.
 - C. On-site sign language interpretation during regular hours, after hours, holidays and emergencies at \$60.00 per hour. After a minimum of (2) hours, the time will be calculated in 15- minute increments.
 - D. Travel for outside Cuyahoga County sign language interpretation services will include travel to destination (1) hour interpretation rate; travel back from destination (1) hour interpretation rate; mileage at \$0.54 per mile.
 - E. Telephonic interpretation during regular hours, after hours, holidays and emergencies at \$1.50 per minute. A 15-minute minimum is applied.
 - F. Written translation rate is \$0.30 per word; \$20.00 formatting fee is applied if needed. Editing only service is \$50.00 per page.
 - G. Cancellation with less than 24-hour notice will result in a (1) hour minimum charge at \$54.00 for language interpretation and \$60.00 for sign interpretation. All cancellations should be made prior to scheduled appointment. If cancellation occurs the same day, a (1) hour minimum charge may be applied.

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

- III. Interpreter Management System Training, technical assistance, platform access
\$9,600.00

Discrimination is against the law. Ohio protects YOUR CIVIL RIGHTS



If you believe you have been denied or delayed services because of race, color, religion, disability, age, sex, political affiliation or belief, or national origin, contact:

Ohio Department of Job and Family Services
Office of Employee and Business Services
Bureau of Civil Rights
30 E. Broad St., 30th floor, Columbus, Ohio 43215
(614) 644-2703 or toll free at: 1-866-227-6353
FAX: (614) 752- 6381
TTY hearing impaired: 1-866-221-6700
jfs.ohio.gov/civilrights

John R. Kasich, Governor
Cynthia C. Dungey, Director
JFS 08048 (Rev. 1/2014)

An Equal Opportunity Employer and Service Provider



Division of Children and Family Services

You may also contact the local Civil Rights Coordinator by calling 216-432-2273.

Interpreter Services

You have the right to an interpreter at no cost to you. Please point to your language. An interpreter will be called. Please wait.

Albanian

Shqip

Keni të drejtën për përkthyes falas gjatë vizitës mjekësore. Ju lutem tregoni me gisht gjuhën që flisni. Ju lutem prisni, do t'ju gjejmë një përkthyes për vizitën mjekësore.

Amharic

አማርኛ

የሌሎች ጊዜ ለስተርንሻል የማግኘት ሙብት ለሌሎች ። የግንኙነትን የሚፈቅድን ቋንቋ በመጠቀም ይመለከቱ ። ለስተርንሻል ለስደተኞች ድርጅት ለግንኙነት ይታገቡ ።

Arabic

عربي

بحقك الحصول على خدمات ترجمة فورية دون أي مقابل. يرجى منك أن تشير بإصبعك إلى لسانتك التي تستخدمها المترجم المعني. يرجى منك الانتظار لحين استدعاء المترجم.

Armenian

Հայերեն

Դուք ունեք բարձրագույն և անվճար իրավունք ստանալ արևել վճարի: Խնդրում ենք մասնավորապես ցույց տալ լեզուն և բարձրագույնը կոմունեն: Խնդրում ենք սպասել:

Bengali

বাংলা

আপনার অধিকার রয়েছে বিনামূলীয়া একজন (দেওয়ানী) পাওয়ার। অনুগ্রহ করে আপনার ভাষা কোনটি তা দেখিয়ে দিন। একজন দেওয়ানীকে ডাকা হবে। অনুগ্রহ করে অপেক্ষা করুন।

Cape Verdean Creole

Criolu di Cabu Verdi

Nhês tem direito a um intérprete gratuito di nhês lingua. Mostra qual qui nhôs lingua pa nó podi tchoma intérprete. Nhês aguarda um momento, por favor.

Chinese

中文

Cantonese | Mandarin | Toisanese | Taiwanese/Fukienese | Min
广东话 | 国语 | 台山话 | 台湾语/福建话 | 闽语

你有权利要求一位免费的传译员。请指出你的语言。传译员将为你服务，请稍候。

French

Français

Vous avez droit gratuitement aux services d'un interprète. Veuillez indiquer votre langue. Nous allons contacter un interprète. Veuillez patienter si'il vous plaît!

German

Deutsch

Sie haben kostenlosen Anspruch auf eine/n Dolmetscher/in. Bitte deuten Sie auf Ihre Sprache. Ein/e Dolmetscher/in wird gerufen. Bitte warten Sie.

Greek

Ελληνικά

Είνα δικαιώμα σας να χρησιμοποιήσετε δωρεάν χερσικά κατά χρηματική επιβάρυνση. Σας παρακαλούμε, υποδείξτε τη γλώσσα που μιλάτε. Θα ειδοποιήσουμε ένα διερμηνέα. Παρακαλώ περιμένετε.

Haitian Creole

Kreyòl Ayisyen

Ou gen dwa a yon entèprèt gratis. Tanpri montre nou lang pa w la. N ap reli yon entèprèt pou ou. Tanpri ret tann.

Hebrew

עברית

יש לך זכות השתמש בשרותי של מתורגמן ללא תשלום. אנא הצבע על השפה שלך. מיד ניצור קשר עם מתורגמן. אנא המתן.

Hindi

हिन्दी

आपको नि:शुल्क दुभाषिया (अनुवादक) प्राप्त करने का अधिकार है। कृपया अपनी भाषा की ओर इशारा करें। एक दुभाषिया (अनुवादक) को बुलाया जाएगा। कृपया प्रतीक्षा करें।

Hmong

Hmoob

Koj muaj cai txais kev pab txhais lus dawb tsis them nyiaj. Thov law tes rau koj hom lus nov. Mam hu tus txhais lus. Thov nyob tos.

Italian

Italiano

Avete diritto ad un interprete. Il servizio è gratuito. Indicate la vostra lingua e attendete; un interprete sarà chiamato al più presto.

Japanese

日本語

通訳を無料でご利用になれます。該当する言語を指示して下さい。通訳を手配いたしますのでお待ち下さい。

Khmer

ខ្មែរ

លោក-ស្ត្រីមានសិទ្ធិមេត្តាសុំបម្រើបម្រើដោយឥតគិតថ្លៃ សូមមេត្តាជួយ ទៅករណាដែលលោក-ស្ត្រី គេនឹងទៅដោយស្មោះត្រង់សុំបម្រើបម្រើ សូមមេត្តាអរគុណ

Korean

언어

여러분은 무료로 전문 통역자의 도움을 받을 권리가 있습니다. 왼쪽의 "언어"를 손가락으로 가리켜 주십시오. 전문 통역자에게 연결될 것입니다. 잠시만 기다려 주십시오.

Laotian

ລາວ

ທ່ານມີສິດຂໍບາຍແປພາສາໂດຍບໍ່ເສັຽຄ່າ. ກະລຸນາຊີ້ໃສ່ພາສາຂອງທ່ານ. ພາຍພາສາຈະຖືກເອ້ນມາ. ກະລຸນາລໍຖ້າ.

Polish

Język polski

Masz prawo do korzystania z usług polskiego tłumacza. Usługa ta jest na nasz koszt. Proszę wskazać swój język. Proszę czekać. Łączymy z tłumaczem.

Portuguese

Português

Você tem o direito a um intérprete de graça. Por favor aponte para a língua que você fala. Um intérprete será chamado. Por favor espere.

Russian

Русский

Вы имеете право на услуги бесплатного переводчика. Назовите, пожалуйста, свой язык. Переводчик будет вызван. Пожалуйста, подождите

Serbo-Croatian

Srpsko-Hrvatski

Vi imate pravo na besplatnog prevodioca. Molimo vas da pokažete na vaš govorni jezik. Lagalan prevodilac će biti pozvan. Hvala i molimo vas da sačekate.

Somali

Soomaali

Waxaad xaq u leedahay in tarjumaan lacag la'aan ah laguugu yeero. Fadlan farta ku fiiq luqaddaada. Tarjumaan ayaa laguugu wacayaa. Ee fadlan sug!

Spanish

Español

Usted tiene derecho a un intérprete gratis. Por favor, señale su idioma y llamaremos a un intérprete. Por favor, espere.

Swahili

Swahili

Ni haki yako kuwa na mtafsiri bila malipo yoyote. Tafadhali chagua lugha yako kati ya hizi. Mtafsiri ataitwa. Tafadhali ngoja.

Tagalog

Tagalog

Ikaw ay may karapatan na magkaroon ng tagapagsalin na walang bayad. Ituro ang iyong wika. Ang tagapagsalin ay tatawagin. Maghintay.

Thai

ไทย

ท่านมีสิทธิ์ขอคำแปลภาษาโดยไม่เสียค่าใช้จ่ายโดยกรุงเทพมหานครมีบริการของท่าน กรุงเทพมหานครจะโทรหาคำปรึกษาหากท่าน

Ukrainian

Українська

У Вас є право на безплатного перекладача. Будь ласка, вкажіть на Вашу мову, і Вам поклинуть перекладача. Почекайте, будь ласка.

Urdu

اردو

آپ مفت ترجمانی کی خدمات کے مستحق ہیں براہ کرم اپنی زبان کی طرف اشارہ کیجئے آپ کے لئے ایک ترجمان کا انتظام کیا جائیگا براہ کرم انتظار کیجئے

Vietnamese

Tiếng Việt

Quý vị có quyền được một thông dịch viên miễn phí. Xin chỉ vào ngôn ngữ của quý vị. Chúng tôi sẽ gọi một thông dịch viên. Vui lòng chờ trong giây lát.



Department of Health and Human Services

To schedule an in person foreign language or American Sign Language interpreter in advance call: **1-877-581-4350**.

For immediate assistance with a telephone interpreter or after normal business hours call: **1-855-774-5849**.

<https://hhs.cuyahogacounty.gov/topics/detail/spanish-services>

Servicios y programas en Español



Trabajo y Servicios Familiares de Cuyahoga proporciona una garantía a niños, familias, adultos y personas ancianas para satisfacer su necesidades fundamentales e inmediatas tales como comida, asistencia en efectivo, seguro médico y cuidado de los niños. Hacemos esto por promover la autosuficiencia económica y responsabilidad personal para familias e individuos por determinar oportunamente y con exactitud la elegibilidad para una variedad de programas y servicios de calidad en concordancia con regulaciones federales, estatales, y del condado.

Nuestros programas en colaboración con asociados comunitarios conectan a personas jóvenes, familias, y adultos con la fuerza laboral y les ayudan tomar la(s) próxima(s) etapa(s) necesaria(s) en su camino de carrera.

Nuestro personal dedicado y calificado ofrece servicios en varios idiomas, incluyendo español por obtener acceso a servicios contractuales de interpretación o son proporcionados por designado personal bilingüe. Además podemos proporcionar folletos y formas en español y otros idiomas como se necesita.

Esta institución es un empleador de igualdad de oportunidades. Visite al <https://www.fns.usda.gov/cr/civil-rights-laws-regulations>.

Asistencia de emergencia: Programa de Prevención, Retención y Contingencia

El programa de Prevención, Retención y Contingencia brinda asistencia y servicios de emergencia a los residentes del condado de Cuyahoga.

[Learn More](#) about Asistencia de emergencia: Programa de Prevención, Retención y Contingencia

Asistencia financiera-Ohio Trabaja Primero

Ohio Trabaja Primero (Ohio Works First, OWF) es un plan de asistencia financiera que forma parte del programa de Asistencia Temporal para Familias Necesitadas (Temporary Assistance to Needy Families, TANF). OWF ofrece apoyo temporal a las familias cuyos padres están trabajando en lograr ser autosuficientes.

[Learn More](#) about Asistencia financiera-Ohio Trabaja Primero

Cuidados a largo plazo de Medicaid

Opciones de cuidados a largo plazo para los habitantes en el condado de Cuyahoga que son elegibles para Medicaid.

[Learn More](#) about Cuidados a largo plazo de Medicaid

Medicaid - Español

Cómo los habitantes en el condado de Cuyahoga pueden solicitar los beneficios de Medicaid.

[Learn More](#) about Medicaid - Español

Navegadores de la biblioteca

Ahora puede visitar su biblioteca local para obtener ayuda con la solicitud de alimentos, asistencia médica y asistencia en efectivo.

[Learn More](#) about Navegadores de la biblioteca

Planes de atención administrada de Medicaid

Acerca de los planes de atención administrada de Medicaid en el condado de Cuyahoga

[Learn More](#) about Planes de atención administrada de Medicaid

Programa de Asistencia Nutricional Suplementaria

Asistencia nutricional para los residentes del condado de Cuyahoga

[Learn More](#) about Programa de Asistencia Nutricional Suplementaria

Programa de Asistencia para el Cuidado Infantil

El Programa de Asistencia para el Cuidado Infantil ayuda a los residentes elegibles del condado de Cuyahoga a cubrir parte del costo del cuidado infantil.

[Learn More](#) about Programa de Asistencia para el Cuidado Infantil

Programa de Asistencia para el Cuidado Infantil: Preguntas frecuentes

Preguntas frecuentes para residentes del condado de Cuyahoga que solicitan beneficios de asistencia para el cuidado infantil.

[Learn More](#)

about Programa de Asistencia para el Cuidado Infantil: Preguntas frecuentes

Programas de Medicaid

Tipos de programas de Medicaid disponibles para los habitantes en el condado de Cuyahoga.

[Learn More](#)

about Programas de Medicaid

Requerimientos para el Programa de Asistencia de Nutricional Suplementaria

Cómo los residentes del condado de Cuyahoga pueden cumplir con los requisitos para acceder a la asistencia alimentaria.

[Learn More](#)

about Requerimientos para el Programa de Asistencia de Nutricional Suplementaria

QUICK EXIT