

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

Cuyahoga County Dept. of Health and Human Services

1/1/2018

Civil Rights Coordinator
Aida C. Idiaquez, Div of Job and Family Services
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CHECK ALL THAT APPLIES

DJFS X
PCSA
CSEA X
OMJ CENTER

Limited English Proficiency Plan

I. Purpose

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

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

II. Authorities and Definitions

Authorities

- **Title VI of the Civil Rights Act of 1964**, 42 U.S.C. §2000 et seq.; 45 CFR §80, Nondiscrimination based on race, color or national origin for any programs receiving federal financial assistance. Failure to provide meaningful access to program information, benefits and/or services due to an applicant/recipient's LEP is considered discrimination based on national origin.
- **U.S. Department of Justice Title VI Legal Manual**, January 11, 2001 edition
- **29 CFR Part 38 Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act**, July 22, 2014.
- **U.S. Department of Labor Policy Guidance on the Prohibition of National Origin Discrimination as it Pertains to Persons with Limited English Proficiency (05/29/03)**, Federal Register, Volume 68, Number 103
- **Food Stamp Program LEP regulations**, 7 CFR §272.4
- **Ohio Department of Job and Family Services Language Access Policy**, Dated January 20, 2005
- **Ohio Administrative Code section 5101:9-2-01 Civil Rights Plan**
- **Ohio Administrative Code section 5101:9-2-05 WIOA Nondiscrimination Complaints**
- **IPP.9004 Limited English Proficiency Protocol**

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

III. County Agency / OMJ Center LEP Policy

It is the policy of CCDHHS, division of Job and Family Services and Office of Child Support Services 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 CCDHHS, division of Job and Family Services and Office of Child Support Services, its contractors and/or vendors. Meaningful access involves CCDHHS, division of Job and Family Services and Office of Child Support Services promoting effective communication to LEP individuals seeking or receiving services, benefits or participation in programs funded in whole or in part by federal funds. This plan specifically provides necessary assurances and identifies tools being used to effectuate this policy.

IV. LEP Population

CCDHHS, division of Job and Family Services and Office of Child Support Services has determined that the language(s) other than English that is/are most likely to be encountered by employees of the CCDHHS, division of Job and Family Services and Office of Child Support Services is/are {Spanish, Arabic, Nepali, Russian, Swahili, and traditional Chinese language(s)}. The methodology used to make this determination is as follows: The CCDHHS, division of Job and Family Services and Office of Child Support Services uses the monthly community agency data from the contracted vendor, US Together, Inc. based on the requests for interpreter services and the Division of Job and Family Services primary language indicator from CRIS-e.

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

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

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

CCDHHS, division of Job and Family Services and Office of Child Support Services will periodically monitor the LEP population of those served or those who could be served by

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- 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).

Cuyahoga County Department of Health and Human Services has a contract with US Together, Inc. for written and sight translation services. The contract allows staff from CCDHH to arrange for the translation services. Please refer to attachment B for vendor contract - US Together, Inc.

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

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CCDHHS, division of Job and Family Services and Office of Child Support Services 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, CCDHHS, division of Job and Family Services and Office of Child Support Services 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 CCDHHS, division of Job and Family Services and Office of Child Support Services will then, on a case by case basis, consider factors such as: competence of the family or friend used as the interpreter; the appropriateness of the use in light of the circumstances and ability to provide quality and accurate information, especially if the interview could result in a negative affect on the individual or family's eligibility for benefits/services; potential or actual conflicts of interest; and confidentiality of the information being interpreted to determine whether CCDHHS, division of Job and Family Services and Office of Child Support Services should provide its own independent interpreter for itself. In no case does CCDHHS, division of Job and Family Services and Office of Child Support Services allow a minor child to act as interpreter for an LEP individual or family.

VII. Translation of Documents

CCDHHS, division of Job and Family Services and Office of Child Support Services translates all county designed vital documents into each LEP language group that comprises at least 5% or 1,000, whichever is less, of persons eligible for or likely to be affected by the agency's services. Currently, (the LEP language group(s) meeting this criterion is/are- Spanish, Arabic, Nepali, Russian, and traditional Chinese language(s)).

CCDHHS, division of Job and Family Services and Office of Child Support Services translates all outreach documents for each LEP group that equals 10% or 3,000, whichever is less, of persons eligible for or likely to be directly affected by the CCDHHS, division of Job and Family Services and Office of Child Support Services services. Currently, (the LEP language group(s) meeting this criterion is/are - Spanish, Arabic, Nepali, Russian, Swahili, and traditional Chinese language(s)) language group).

Translation Services Request forms (including Braille) should be used in instances where staff need to have documents (written materials) translated into another language. There are many reasons this service may be needed (ie., official forms, program advertisement, documents to be considered for benefit verification, etc.). Designated HHS staff must complete the entire top section of the form ("Service Request", "Requesting Agency" and "Service Information"). If request is for Braille, write "Braille" in the box "Language to which the document needs to be translated." and submit electronically.

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

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

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meeting the demands of the application for benefits process. The information provided is designed to better equip staff to maximize their interaction, become aware of potential problems, address stereotype mindsets and overcome barriers.

IX. (Optional)

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

Please refer to the attachment below for additional information. Information here:

X. Attachments

Attachment A - List of bi-lingual staff and training overview process

Attachment B - US Together, Inc. vendor contract and amendments

Attachment C - Interpretation, Translation and Sign Language Procedures

Attachment D - Demographic Data

Attachment E - Administrator memorandum

ATTACHMENT – A

List of bi-lingual staff
and training overview
process

Bi-Lingual Staff List

2018 Continuing Education Training

**Updated 8/31/18*

NAME	Agency	Location	Language Spoken	Training Dates
Almida Messina	CJFS	VEB	Spanish	1/17/2018
Ana Faroniya	CCFS	JEH	Spanish	1/17/2018
Awilda Martinez (OCSS)	CJFS	VEB	Spanish	1/17/2018
Celines Rios	CJFS	Westshore	Spanish	1/17/2018
Christopher Davis	CJFS	VEB	Spanish	1/17/2018
Elizabeth Rosa	CJFS	Westshore	Spanish	1/17/2018
Elsa Haggerty	CJFS	Westshore	Spanish	1/17/2018
Fanny Solano	CJFS	Old Brooklyn	Spanish	1/17/2018
Gladys Draper	CJFS	VEB	Spanish	1/17/2018
Ivonne Vega (OCSS)	CJFS	VEB	Spanish	1/17/2018
Joana Valero	CJFS	VEB	Spanish	1/17/2018
Jose Figueroa	CJFS	Old Brooklyn	Spanish	1/17/2018
Magali Munoz Halcrombe	CJFS	Westshore	Spanish	1/17/2018
Maria Ocasio	CJFS	Old Brooklyn	Spanish	1/17/2018
Maricela Ruiz	CJFS	VEB	Spanish	1/17/2018
Marilyn Medina	CCFS	JEH	Spanish	1/17/2018
Maritza Rivera	CJFS	Old Brooklyn	Spanish	1/17/2018
Maritza Rodriguez (OCSS)	CJFS	VEB	Spanish	1/17/2018
Melissa Vega	CJFS	VEB	Spanish	1/17/2018
Miriam Castro	CJFS	Old Brooklyn	Spanish	1/17/2018
Nancy Valdes	CJFS	VEB	Spanish	1/17/2018
Oruba Elkurd	CJFS	VEB	Arabic	1/17/2018
Raya Jawhari	CJFS	Westshore	Arabic	1/17/2018
Edith Cruz	CJFS	Old Brooklyn	Spanish	1/18/2018
Jackelyn Caskey	CCFS	JEH	Spanish	1/18/2018
Jorge Hernandez	CJFS	VEB	Spanish	1/18/2018
Josephine Ribot	CJFS	Old Brooklyn	Spanish	1/18/2018
Margarita Cabada	CJFS	VEB	Spanish	1/18/2018
Maria Laureano	CJFS	Old Brooklyn	Spanish	1/18/2018
Marina Okun	CJFS	Southgate	Russian	1/18/2018
Marleen Gonzalez	CJFS	Old Brooklyn	Spanish	1/18/2018
Marta Bermudez	CJFS	VEB	Spanish	1/18/2018
Mayra Berrios	CJFS	Westshore	Spanish	1/18/2018
Mourad El-Mahdy	CJFS	Westshore	Arabic	1/18/2018
Myrna Camacho	CJFS	Westshore	Spanish	1/18/2018
Oscar DeJesus	CJFS	Old Brooklyn	Spanish	1/18/2018
Sophia Tirado Camacho*	CJFS	Old Brooklyn	Spanish	1/18/2018
Wendy Velez	CJFS	Old Brooklyn	Spanish	1/18/2018
Yelena Gantman	CJFS	Southgate	Russian	1/18/2018
Betzaida Romero	DSAS	DSAS	Spanish	4/11/2018
Carmen Bell	DSAS	DSAS	Spanish	4/11/2018
Madaline Torres	CJFS	Westshore	Spanish	4/11/2018

Bi-Lingual Staff List

2018 Continuing Education Training

**Updated 8/31/18*

NAME	Agency	Location	Language Spoken	Training Dates
Marianne Elin	OCSS	VEB		4/11/2018
Marilyn Hernandez	DSAS			4/11/2018
L. Arlene Cruz (OCSS)	CJFS	Old Brooklyn	Spanish	4/12/2018
Maria Santana	CCFS	JEH	Spanish	4/12/2018
Nelson Garcia	CJFS	VEB	Spanish	4/12/2018
Aida Idiaquez <i>*Management/ will not receive supplement</i>	CJFS	VEB	Spanish	6/27/2018
Geraldo Quinones	DCFS	JEH	Spanish	6/27/2018
Elizabeth Gonzalez	CJFS	VEB	Spanish	6/28/2018
Ivelisse Collins	CJFS	Old Brooklyn	Spanish	6/27/2018
Linda Rodriguez (OCSS)	CJFS	VEB	Spanish	6/28/2018
Lizzette Ortiz Mendez	DSAS	DSAS	Spanish	6/27/2018
Marilyn Bagley	CJFS	VEB	Spanish	6/28/2018
Veronica Vasquez	CCFS	Old Brooklyn	Spanish	6/27/2018

Bilingual Continuing Education Training is mandatory and offered in 2018 on the following dates: January 17 & 18 and April 11 & 12 with make up training dates held on June 27 & 28. Employees were only required to attend one (1) full 8 hour day of training during 2018.



Training overview for bilingual employees and all Cuyahoga County Department of Health and Human Services staff:

1. **Initial training and language proficiency testing for bilingual employees**

All Cuyahoga County Health and Human Services (HHS) staff that are designated as *bilingual employees* are required to attend two full day sessions and pass the language proficiency test with a score of 80% or higher. This training is specific to those bilingual employees that utilize their language services for 20% or more of their time in the course and scope of their employment and are receiving the bilingual pay supplement (or are in the process of applying for the supplement, as the course is only offered once per program year). This two-day (16.0 hours) training was purposefully designed to professionally develop the designated bilingual employees on the various skills required to effectively serve in the capacity of an interpreter, as necessary, providing assistance to colleagues in communicating with members of the public visiting our buildings for services. The two-day session includes instruction, role play, review, and testing. The test is designed to determine language proficiency in how the employees can communicate agency specific terminology, ideas, and expectations to customers; understanding that not all terms and concepts are translatable. Any employee who does not successfully pass the test with a score of 80% or higher will be allowed to take the entire two-day class and testing again the following year.

2. **Continuing Education for bilingual employees.**

Once the designated bilingual employees have taken the two-day course and passed the language proficiency test with a score of 80% or higher, they are required to take a one full day (8.0 hours) training each year to meet the continuing education requirements. Training is designed with a general theme each year. The theme is determined based on employee feedback, LEP settlement trends in Cuyahoga County, etc. and, if appropriate, tailored specifically for each of the HHS agencies (Job and Family Services, Office of Child Support Services, Senior and Adult Services and Children and Family Services).

3. **Quarterly training open to all HHS employees**

As a part of our commitment to professional development and cultural education there are two half day training sessions made available once each quarter for all HHS employees to attend on a voluntary basis. This training session was specifically developed for all staff to help them understand the role and appropriate utilization of interpreters in the delivery of services to LEP populations. The training also includes historical information on LEP populations including refugees, asylees and immigrants to further educate staff on some of the experiences, hardships, and barriers the LEP population may be dealing with in addition to acculturation and meeting the demands of the application for benefits process. The information provided is designed to better equip staff to maximize their interaction, become aware of potential problems, address stereotype mindsets and overcome barriers. Instructions are also provided on how to access all language services.

CUYAHOGA COUNTY AND US TOGETHER LANGUAGE SERVICES TRAINING SCHEDULE 2018-2019

Date	Training Type/Who Should Attend/Requirements	Location
December 4, 2018 9am-Noon OR 1pm-4pm	<ul style="list-style-type: none"> • Quarterly Awareness Training • Open to all HHS employees • Only need to attend one (1) four-hour session. • 9am-Noon OR 1pm-4pm 	9830 Lorain Ave. Cleveland, OH Professional Development & Learning Center Room: TBD
December 5 and 6, 2018	<ul style="list-style-type: none"> • NEW EMPLOYEE BILINGUAL CURRICULUM WITH TEST • For employees hired after 9/1/17 into a bilingual position; OR existing employees applying to become designated as a bilingual employee w/pay supplement. • 8:30am-4:30pm BOTH DAYS • MUST ATTEND BOTH DAYS and PASS THE TEST WITH A SCORE OF 80% OR HIGHER. 	9830 Lorain Ave. Cleveland, OH Professional Development & Learning Center Room: TBD
January 8, 2019 9am-Noon OR 1pm-4pm	<ul style="list-style-type: none"> • Quarterly Awareness Training • Open to all HHS employees • Only need to attend one (1) four-hour session. • 9am-Noon OR 1pm-4pm 	9830 Lorain Ave. Cleveland, OH Professional Development & Learning Center Room: TBD
January 9 and 10, 2019	<ul style="list-style-type: none"> • Mandatory Bilingual Employee Continuing Education Training for 2019 • Mandatory attendance for bilingual employees receiving the pay supplement and those who successfully complete the December 5&6, 2018 class. • 8:30am-4:30pm • Only required to attend (1) one of the 8.0 hours sessions offered during 2019. 	9830 Lorain Ave. Cleveland, OH Professional Development & Learning Center Room: TBD
April 23, 2019 9am-Noon OR 1pm-4pm	<ul style="list-style-type: none"> • Quarterly Awareness Training • Open to all HHS employees • Only need to attend one (1) four-hour session. • 9am-Noon OR 1pm-4pm 	9830 Lorain Ave. Cleveland, OH Professional Development & Learning Center Room: TBD
April 24 and 25, 2019 8:30am-4:30pm	<ul style="list-style-type: none"> • Mandatory Bilingual Employee Continuing Education Training for 2019 • Mandatory attendance for bilingual employees receiving the pay supplement and those who successfully complete the December 5&6, 2018 class. • 8:30am-4:30pm • Only required to attend (1) one of the 8.0 hours sessions offered during 2019. 	9830 Lorain Ave. Cleveland, OH Professional Development & Learning Center
June 25, 2019 9am-Noon OR 1pm-4pm	<ul style="list-style-type: none"> • Quarterly Awareness Training • Open to all HHS employees • Only need to attend one (1) four-hour session. • 9am-Noon OR 1pm-4pm 	9830 Lorain Ave. Cleveland, OH Professional Development & Learning Center
June 26 and 27, 2019 8:30am-4:30pm	<ul style="list-style-type: none"> • Mandatory Bilingual Employee Continuing Education Training for 2019 • Mandatory attendance for bilingual employees receiving the pay supplement and those who successfully complete the December 5&6, 2018 class. • 8:30am-4:30pm • Only required to attend (1) one of the 8.0 hours sessions offered during 2019. 	9830 Lorain Ave. Cleveland, OH Professional Development & Learning Center

ATTACHMENT – B

US Together, Inc.
vendor contract and
amendments

**AMENDMENT
BETWEEN
COUNTY OF CUYAHOGA, OHIO
AND
US Together, Inc.**

THIS FIRST AMENDMENT (the "Amendment") is made and entered into effective as of the 1st day of September, 2018 ("Effective Date"), by and between the County of Cuyahoga, 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, a non-profit organization with principal offices located at 2490 Lee Blvd., Suite 200, Cleveland Heights, Ohio, 44118 (the "Provider" or "US Together, Inc."). The County and Provider shall individually be referred to as a "Party" and jointly be referred to hereinafter as the "Parties".

WITNESSETH:

WHEREAS, the County and the Provider entered into a Contract for oral and sign language interpretation and written translation services to the Cuyahoga County Division of Job and Family Services ("DJFS"), Cuyahoga County Division of Children and Family Services of Children ("DCFS"), and the Cuyahoga County Division of Senior and Adult Services ("DSAS") on or about September 1, 2017 (the "Original Contract" or collectively the "Original Contract"); and

WHEREAS, in order to continue to meet the needs of the County, the Parties desire to amend the Original Contract to extend the term, increase the price, and change the scope of services.

THEREFORE, the following amendment to the aforementioned Contract is agreed to by and between the parties hereto, as follows:

1. Amendment. This Amendment amends the Original Contract and any pre-existing amendments, except as specifically amended hereby, the terms of the Original Contract shall remain in full force and effect and are hereby reaffirmed. The Original Contract, together with this Amendment are herein collectively referred to as the "Contract".

The provisions of this Amendment are incorporated into the Original Contract, as if fully rewritten in the Original Contract.

All terms used in this Amendment shall be defined and construed in the manner set forth in the Original Contract. In the event, of any conflict between the Original Contract and this Amendment, the terms, conditions and provisions of this Amendment shall control.

1. General. Article I-SCOPE OF WORK of the Original Contract, is hereby amended to include a new web-based platform to be utilized by Health & Human Services staff

whereby staff will have access to an interpreter services on-line platform where they can schedule in-person, telephonic and video interpreter services. See Scope of Work (EXHIBIT I-A) attached hereto and incorporated herein as if fully rewritten.

2. Term. Article II-TERM, Section 2.1 of the Original Contract, is hereby amended to extend the contract term to August 31st, 2019, unless earlier terminated in accordance with the terms and conditions of this Contract. This Amendment shall cover the term extension from September 1st, 2018 through August 31st, 2019.
3. Compensation. Article III-CONTRACT AMOUNT AND INVOICING, Section 3.1 of the Original Contract, is hereby amended to increase the not to exceed amount by \$358,070.50 for a total not to exceed amount of \$708,070.50. Provider shall invoice the County for the services on a monthly basis throughout the Term of this Contract as provided in the BUDGET (EXHIBIT II-A), which is attached hereto and incorporated herein as if fully rewritten. Provider shall submit original invoice(s) pursuant to the terms of this entire Contract.
4. Insurance. In addition to the Insurance requirements in the original contract, 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:
 - (a) **Cyber Risk Insurance** for all vendors who provide software development and installation, or the storage of, hosting of, use of or access to County data. This coverage shall respond to privacy and network security liability claims with limits of liability not less than:

\$3 million per claim;
\$3 million per aggregate.
5. Article XI shall be added, titled SECURITY.

11.1 Security Standards: Service Level Agreement. Provider is solely responsible for any security breaches affecting servers or accounts under its control, direction or to which it has access, 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 down of systems and shall take all necessary measures to protect County Data and ensure continuity of Services. Where applicable, shall assist the County in complying with the various obligations in Articles 32 to 36 of the EU General Data Protection Regulation ("GDPR"). This includes, but is not limited to, assisting with notification to supervisory authorities or a data subject of a data breach and assisting with the carrying out of data protection impact assessments. Provider shall make available to the County all information necessary to demonstrate compliance with its obligations under Article 28 of the GDPR and contribute to audits by the County or another auditor mandated by the County. Provider will fully comply with all applicable

laws, regulations, and government orders relating to personally identifiable information (“PII”) (see Ohio Revised Code Chapter 1347), personal data under the GDPR, sensitive personal data under the GDPR and data privacy with respect to any such data that receives or has access to under this Contract or in connection with the performance of any services for the County. Provider shall protect the privacy and legal rights of County data.

11.2 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.

11.3 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.

11.4 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 Contract and will not transfer or disclose County Data or Shared Data to any party not involved in the performance of this Contract. 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 with section 11.2, 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 Contract;
- 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; and
- vi. implement and manage security audit logging on information systems, including computers and network devices; and
- vii. Upon request, quarterly Vulnerability reports to the County; and
- viii. Upon request, 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. 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, strong authentication, 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 ’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.

11.5 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 Provider obligations under this Contract.

11.6 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 the 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 County on an annual basis.

11.7 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. shall have reporting requirements for lost or stolen portable computing devices authorized for use with County's Data and Shared Data and 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 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.

11.8 Encryption. Any encryption requirement identified in this Contract must meet the NIST standards identified above.

11.9 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, shall notify 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 Contract and of which Provider becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of Provider. Provider must cooperate with the designated County contacts and assist County in

making any notifications to potentially affected people and organizations that the County deem 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 Contract related to Provider's improper disclosure of County Data and Shared Data, and regardless of any limitation on liability of any kind in this Contract, 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 County.


(Signatures to Follow)

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.

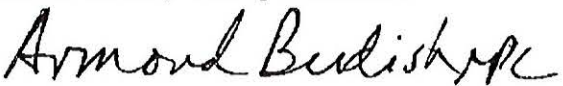
IN WITNESS WHEREOF, the County and Provider have executed this Amendment effective as of the Effective Date.

US TOGETHER, INC.

BY:  _____

Print Name: Tatjana Mindlina

Armond Budish, County Executive

C 

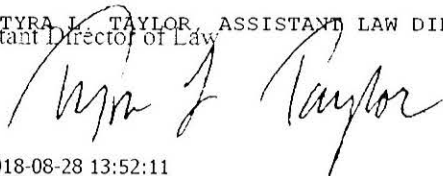
B: 2018-08-28 14:48:27

Armond Budish, County Executive

The legal form and correctness
Of this Contract is hereby approved:
Law Department
County of Cuyahoga, Ohio
Director of Law

By: TYRA L. TAYLOR, ASSISTANT LAW DIRECTOR
Assistant Director of Law

Name:



Date: 2018-08-28 13:52:11

EXHIBIT I-A

STATEMENT OF WORK (Agency)

The County agrees to replace the former Scope of Work with this Exhibit by and between the Parties ("UST" or "Provider") for the period of September 1, 2018 through August 31, 2019 to provide oral and sign language interpretation and document translation for individuals referred by County staff.

Program Objectives

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 – will be available 24 hours a day/7 days a week for both scheduled appointments and emergencies. Telephonic interpretation will be available immediately via a sub-contractor and/or UST interpreters. In-person interpreters will be available within an hour or less. Oral interpretation will be provided in the source language to the target language and vice versa and may be conducted at any County office as well as in the home of clients as needed. Interpretation also includes American Sign Language for hearing impaired individuals.

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 translation 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 training for County 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 language-neutral continuing education to further develop bi-lingual staff's interpretation skills.

Staffing - Staff will possess the minimum credentials outlined in Request for Proposals #39447. 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 Outcomes and Reporting

Monthly Reporting will consist of detailed data on the individuals referred for service and the results of those activities. The purpose of the monthly reporting is to identify program inputs, activities, and outputs and determine if the program is on track to meet its stated goals and objectives. Monthly reports are due by the 10th of the month following services.

At a minimum, UST will report the following information:

- 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 request 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 Reports – are a combination of performance data, narrative, and analysis that illustrates the overall performance and productivity of the program. These are summary level reports that include program highlights, challenges, any changes/improvements, and a success story when available. Quarterly reports are due on the 15th of the month following the reporting quarter.

Year-End Reports - should 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 September 30, 2019.

III. Additional Requirements

The Provider must maintain case file 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 basic training test
- 80% or higher grade on 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

- Completion of 4 hours semi-annually after the first year
- 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.

The Provider will maintain an on-line interpretation services platform. Access to the platform will be provided to all Cuyahoga County Health and Human Services users. The platform will serve as an electronic method to schedule in-person, telephonic and video interpreters.

EXHIBIT II-A

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 \$358,070.50.

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 \$22,000.00.

How to Work Effectively with Interpreters Training	
(8) Sessions a year at \$900.00 per session	\$7,200.00
New Bilingual Staff Training	
(1) Training a year at \$3,700.00 per training	\$3,700.00
Continued Education Training for Bilingual Staff	
(6) Sessions a year at \$1,850.00 per session	\$11,100.00

To receive reimbursement for these costs, an invoice must be submitted which includes the dates the training was conducted and names of attendees.

III. Cuyahoga Job and Family Services agrees to reimburse the Provider for costs incurred to provide the on-line interpretation services platform in an amount not to exceed **\$8,070.50**.

Staff Training, Development and Set-Up	\$4,239.50
Pre-and Post-Launch Travel	\$1,860.00
User Platform Access Fee (\$164.25 per month x 12)	\$1,971.00

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.

IV. 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.

V. 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: Michelle Churchill, Contract Analyst
1641 Payne Avenue, Room 510
Cleveland, Ohio 44114
Email: Michelle.Churchill@jfs.ohio.gov

ATTACHMENT – C

Interpretation, Translation and Sign Language Procedures



Interpretation, Translation, Braille, and Sign Language Services Procedures

In order to ensure equal access under Title VI of the Civil Rights Act, public service agencies are required to offer interpretation and translation services for individuals with Limited English Proficiency. Please do NOT use a family member, friend, a minor child nor any software, electronic application, etc. as an interpreter. For the purposes of requesting interpretation and/or translation services we will use the following definitions and corresponding procedures:

Interpretation Services Request forms should be used in instances where you need a person to **interpret verbal communication** between clients and staff for any purposes that assist with gaining, keeping, or discussing issues around public assistance benefits or any other human/social service needs. This service can be arranged to be with an interpreter face-to-face or telephonically.

1. Designated HHS staff must **complete the entire top section** of the form ("Service Request", "Requesting Agency", "Service Information", "Type of Service", and "Time Frame"). To activate the drop-down menu for your options simply click on any section that states "choose an item." This will bring up an arrow that you can click on and then select the proper choice from the drop-down menu.
2. The completed form is to be sent via certified email (type JFSSECURE in the subject line of the email) directly to our current service provider at clevelandinterpreters@ustogether.us * **Please do NOT handwrite and do NOT fax the forms.**
3. The worker will receive a reply email from the current service provider that includes their original form that now has the "Completed by US Together" section filled in to confirm that an interpreter has been selected and scheduled.
4. In instances where there is less than 24 hours' notice or if the request is being made on a Friday for a Monday appointment, please complete steps 1-3 since we still need the form to be completed, but also call US Together for immediate assistance at 1-877-581-4350 and verbally coordinate the appointment for the interpreter.
5. In instances where a client shows up for an **impromptu appointment or calls into the office and has limited English proficiency, please call the contracted provider (1-877-581-4350) to coordinate telephonic interpretation services.** This will allow you to still serve the client without delay in benefits/services. The contracted provider has 10-15 minutes to secure a telephonic interpreter. If the language is more obscure, it may take slightly longer, but the client should receive assistance within a reasonable period as articulated by the provider representative.

Please note that you will need to complete the Interpretation Service Request form (type of service will be “telephonic”) and submit it for billing and documentation purposes. This can be completed while you are waiting for the telephonic interpreter to call back. It is preferred that we use this service through our interpretation/translation service provider. However, you may use the service of staff on site that have been certified as available interpreters. These staff members are listed in the current Limited English Proficiency Plan (agency management and the Manager of Customer Relations have access to the list). **By no means should any staff or members of the public use or be encouraged to utilize electronic interpretation devices, software applications, etc.**

6. If the interpreter is late or it seems they may not show up for a scheduled appointment: First contact the provider using the toll-free number at the top of your Interpretation Service Request form (1-877-581-4350) and find out if the interpreter is coming/in route or to promptly schedule a telephonic interpreter so that you can still serve the client without delay in benefits/services. Complete the bottom section of your approved Interpreter Service Request form indicating the interpreter was a “no show” and fax according to the instructions on the request form. However, if you received telephonic services instead of the original face to face services requested, please note that at the bottom of the form as well and then fax it to Work First Services (216-987-7090), as instructed on the form.

7. To cancel an appointment, contact the provider at 877-581-4350 as soon as possible, complete the bottom part of the Interpretation Service Request Form and fax it to Work First Services at 216-987-7090.

Note: Nothing needs to be sent to Work First Services for interpretation requests unless the appointment is cancelled by the HHS Worker, the interpreter or client is a “No Show.” At that time, the worker must complete the bottom section of the original confirmed form. US Together must be contacted and advised (1-877-581-4350) and the form with all sections completed is to be faxed to Work First Services at 216-987-7090.

Translation Services Request forms (including Braille) should be used in instances where you need to have **documents (written materials) translated into another language**. There are many reasons this service may be needed (i.e., official forms, program advertisement, documents to be considered for benefit verification, etc.). These requests must be sent and reviewed by Work First Services before it gets sent to the translation service provider.

1. Designated HHS staff must **complete the entire top section** of the form ("Service Request", "Requesting Agency" and "Service Information"). Please note that translation services can take up to 10 days to turnaround based on the language, document size and complexity of content. Allow enough time to accommodate this turnaround time when deciding the “date needed by.” If there is an emergent need for more expedient processing contact Christian Tobin.

Note: If your request is for Braille, write “**Braille**” in the box “**Language to which the document needs to be translated.**”

2. The completed form and all documents that are to be translated must be included as attachments to the email and sent to Christian Tobin at christian.tobin@jfs.ohio.gov. For tracking purposes, when requesting translation of items other than case specific documents such as forms, brochures, etc. you must complete a separate Translation Service Request form for each item to be translated. In instances where there are multiple pages that relate to one specific case/family you only need to complete one Translation Service Request form.

3. Each request will be reviewed on a case by case basis. Your agency will receive notice of approval via email within ten business days. If you do not receive a confirmation within the expected period, please call Christian Tobin directly at 216-987-7922.

4. Keep a copy of your request and subsequent approvals for your records.

5. Once the translation has been completed, an electronic copy of the materials will be emailed to the staff person who originally requested the translation along with the completed Translation Service Request form.

6. It is the responsibility of the requesting agency to review the translated materials for accuracy. Any corrections to materials must be made within 60 days of receipt of the translated materials. Corrections are to be given to Christian Tobin, Work First Services at christian.tobin@jfs.ohio.gov.

Note: For CJFS staff, both forms are available in the Compass Forms/Forms on Demand system. You can also access the most current forms by going to the Microsoft "start" menu from the bottom of your screen. Select "New Microsoft Document". Select the "Information Services" tab and then select the template for either Interpretation Services Request form or the Translation Services Request form. Whenever we update the forms, they will also be updated to this location. This will allow you to always have access to the forms.

For all agencies that do not have access to these systems, the forms have been emailed to each Point of Contact as a "fillable" Word document for distribution to staff within their agencies. (Contact list is on page 4 of this document)

Sign Language Interpretation: All requests for sign language interpreters should be made directly with the **Cleveland Hearing and Speech Center**. The contact person is Lauren Stellhorn at **216-231-0787**. (However, any staff answering this line will be able to assist in coordinating services.) For **emergency service needs after hours** (before 8:30 a.m. and after 5:00 p.m. Mon-Fri), on weekends and holidays use the numeric paging service at **216-436-0509**. Each agency will be billed directly and will handle tracking the expense for sign language interpretation, so please make sure that you have coordinated this request with the proper management staff at your agency before scheduling the sign language interpreter. (Note: There is no form for this process now. Just call 216-231-0787 to schedule.)

Complaint Procedure: In any instance where you feel that protocol has been broken or your interaction with one of the service provider staff has been unprofessional please complete the **U.S. Together, Inc. Interpretation/Translation Services Complaint Form** document and forward it to Christian.Tobin@jfs.ohio.gov within 48 hours of the event. Should you need to attach additional pages to the complaint form or any other attachments for documentation, please feel free to do so. The **U.S. Together, Inc. Interpretation/Translation Services Complaint Form** is available in Compass Forms or you may get one from your HHS agency contacted listed on page 4 of this document.

Interpreter and Translation Services HHS Agency Contacts

Agency	Name	Email Address	Phone Number
CCDHHS Primary Contact	Christian Tobin Program Officer (HHS - CAP)	christian.tobin@jfs.ohio.gov	(216) 987-7922
CCDHHS Alternate Contact	Christine Alexander Manager (HHS-CAP)	christine.alexander@jfs.ohio.gov	(216) 987-8009
CJFS	Aída C Idiáquez	Aida.idiaquez@jfs.ohio.gov	(216) 987-8433
OCSS Primary Contact	Paul Bounds	Paul.bounds01@jfs.ohio.gov	(216) 515-8348
DCFS Primary Contact	Stephen Rusnak	Stephen.Rusnak@jfs.ohio.gov	(216) 881-4028
DSAS Primary Contact	Cacy Peña	Casey.Pena@jfs.ohio.gov	(216) 348-3978
DSAS Alternate Contact	Daurin Elliott	daurin.elliott@jfs.ohio.gov	(216) 420-6765
County Board of Revision & Treasurer Office Primary Contact	Bonnie Inniss	binniss@cuyahogacounty.us	(216)-443-6914
Ohio Means Jobs Equal Access Services Primary Contact	Nancy Sidell	sideln@ecjobs.us	(216)-898-6116
Cuyahoga County Consumer Affairs Primary Contact	Sheryl Harris	sharris@cuyahogacounty.us	(216)443-7037

The following notification contact information is for CCDHHS administration use only:

Notification of State Plan/ Protocol and Procedure changes:	Aida C Idiaquez, Public Benefits & External Relations CCDHHS	Aida.idiaquez@jfs.ohio.gov	(216) 987-8433
Notification of State Plan/ Protocol and Procedure changes:	Deonna Kirkpatrick, Deputy Director, CCDHHS – Communications	Deonna.kirkpatrick@jfs.ohio.gov	(216) 432-3342

ATTACHMENT – D

Demographic Data



Cuyahoga Job and Family Services

Non-English-Speaking Customer Population, Year to Date 2018

Spanish – 5,649

Russian – 1,016

Arabic – 860

Nepali – 372

Traditional Chinese – 247

Swahili – 99

ATTACHMENT – E

Administrator
memorandum



September 14, 2018

Dear Health and Human Services Staff,

I am writing to thank you for your attentiveness to the needs of our non-English speaking customers seeking services and to continue to challenge us to improve HHS staff use of interpreter services. In looking at our use of interpreter services for December 2015 vs. December 2017, we went from 2,630 contracted interpreter sessions completed to 4,283 interpreter sessions completed, a 61% % increase. Over the last three-year period, we processed a total of 10,183 requests for interpretation and translation services. Primarily the reasons for the high number of requests is your efforts to ensure fair and equitable services are offered to our customers, changes from in person appointments to telephonic call in model and increased efforts in training.

Overall, I know that our total response here is a mix of county staff resources along with the use of contracted providers. A special thanks to those who share their multi-lingual skills with our customers.

Just as a reminder, staff can access these services by submitting the **Interpretation Service Request** form (used for in-person or telephonic verbal interpretation) or the **Translation Service Request** form (used for the interpretation of written information). Both forms are available in Cisco-Finesse for staff in Job and Family Services. Other HHS divisions follow your standard operating procedure and contact your agency liaison.

In addition to the traditional use of interpretation services where an interpreter is physically present, we also have access to the use of interpreters telephonically. In circumstances where interpretation services are needed promptly to address unscheduled or impromptu client communication needs, the staff members can call our provider directly at 1-877-581-4350. The provider will be able to connect you to an interpreter within 10 minutes. The staff member will then be required to complete the Interpreter Service Request form and email it to our contracted provider, US Together Inc.

Beyond that fact that such services support good customer service, it's also the law. Federal officials have requested that we explicitly communicate this expectation to all staff. The county can face corrective actions for any failure to comply; and individual staffs face progressive discipline if we fail in this duty. Organizationally and individually, we are at risk if we do not comply with the requirement for LEP services.

I know that over the course of a work day, we can only do so much. I know that with the many pressures brought on from the work, meeting timeliness and compliances requirements, the urgency of critical initiatives, and the other topics we communicate on each day there is frequently a sense of stress and tiredness. However, the diligence and sustained effort that you apply to these activities is commendable, and your success over this year are inspiring. Please keep up the good work.

Thank you for listening and all the many ways you help our customers each day.

Walter Parfejewiec,
Director