

Limited English Proficiency Plan

Cuyahoga County Department Of Health And Human Services

11/30/2016

Civil Rights Coordinator

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Cacy Pena

Report Includes (Check All That Applies):

Cjfs _____

Pesa _____

Csea _____

Dsas _____

Wia / Wioa One Stop _____

YOU MAY INCLUDE YOUR AGENCIE'S CIVIL RIGHTS PLAN

I. Purpose

The purpose of this Limited English Proficiency plan (plan) is to provide assurances and demonstrate that customers of [Cuyahoga County Department of Health and Human Services (CCDHHS)] 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.

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 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

Federal 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
- **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, Page 32289-32305
- **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**
- **Ohio Administrative Code section 5101:9-2-05**

Definitions of Terms:

- **County Agency** – County Departments of Job and Family Services, County Child Support Enforcement Agencies, Public Children Services Agencies, WIA/WIOA funded One-Stop Agencies standing alone or any combined agencies with a single administrative structure.
- **Effective Communication** – In a human services, social services or job training/assistance setting; effective communication occurs when county agency staff have taken necessary steps to make sure that a person who is LEP is given adequate information in his/her

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

Cuyahoga County Department of Health and Human Services has determined that the language(s) other than English that is/are most likely to be encountered by employees of the Cuyahoga County Department of Health and Human Services is/are Spanish, Arabic, Russian. The methodology used to make this determination is as follows: the use of county census, client data files using CRIS-E system primary language indicator and interpretation request data from the contracted language vendor. Any LEP language group that comprises at least 5% or 1,000 individuals whichever is less, of persons eligible for or likely to be affected by the agency's services or benefits must be included as one of the county languages.). Cuyahoga County Department of Health and Human Services will periodically monitor the LEP population of those served or those who could be served by Cuyahoga County Department of Health and Human Services. If it is determined that other LEP language groups are seeking benefits/services or are potentially eligible to receive benefits/services within the Cuyahoga County Department of Health and Human Services, Cuyahoga County Department of Health and Human Services will adjust its methods and services to serve the new population accordingly. Any new LEP populations will be reflected in the next LEP plan.

V. Methods of Providing Services to LEP Population

(Check any that are applicable)

- Bi-lingual Employee(s) (if checked provide employee(s) names and language(s) with brief description of method of determining competence as interpreter(s)).
CCDHHS - Job and Family Services provide bilingual service to our customers through agency staff. Staff hired receive a 5% bilingual pay supplementa for the purpose of providing oral and written interpretation services. CCDHHS provides competence assessment of bilingual staff from the contracted vendor - US Together, Inc.
- Staff Interpreter(s) (if checked provide name(s) and language(s) with brief description of method of determining competence as interpreter(s).).
Information here
- Interpreter Contract (if checked, provide name(s) of contractor(s), list service(s) provided, language(s) covered, and brief description of how vendor(s) was/were chosen. Also attach copy of agreement or contract to this plan)
Cuyahoga County Department of health and Human Services has a contract with US Together, Inc. for interpretation and translation services. The contract allows staff from CCDHHS to arrange for interpretation and translation services via telephone, in-person and in written form.
- Volunteer Interpreters (if checked provide names, organization if applicable as well as brief description of method of determining competence as interpreter).

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Southgate at JEH and Division of Senior and Adult Services building(s)] who are LEP individuals in the following manner (refers to receptionists or point of contact) LEP walk-in method(s) include the appropriate referral to the available bilingual agency staff and/or referral to contracted vendor - US Together, Inc. for assistance with language interpretation and translation. Should a LEP customer walk into a NFSC where bilingual staff are not present or not immediately available, the agency staff will contact our contracted vendor, US Together, Inc. by telephone and have an interpreter on the phoneline within 10 minutes of the initial contact. For customers who are hearing impaired and accessing services, the agency representative will follow the protocol 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. 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. For the visually impaired, where agency representative need an interpreter to interpret verbal communication only between clients and staff for any purposes that assist with gaining, maintaining or addressing 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 through the contracted vendor US Together, Inc. This can be instances where a client shows up for an impromptu appointment or calls into the office and has limited English proficiency, call the contracted provider (1-877-581-4350) to coordinate telephonic interpretation services.

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 IHHS 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.

Cuyahoga County Department of Health and Human 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 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 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 should provide its own independent interpreter for itself. In no case does CCDHHS allow a minor child to act as interpreter for an LEP individual or family.

VII. Translation of Documents

Cuyahoga County Department of Health and Human 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 are- Spanish-speaking customers.

Limited English Proficiency Plan

Signatures:



Person with authority

*Cuyahoga County
Director Department
of Health + Human Svcs.*

Title

3/27/17

Date

Person with authority

Title

Date

Person with authority

Title

Date

Person with authority

Title

Date

Person with authority

Title

Date

Person with authority

Title

Date



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 are able to 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 and 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 as a means 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.

ATTACHMENT – B

- **US Together, Inc. vendor contract and amendments.**

produced with resources from this contract. This acknowledgement should be displayed in a prominent location.

III. RECORDS AND REPORTING

The Agency 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 Agency with reports as requested. The Agency may exercise this right without a contract amendment. The Agency reserves the right to withhold payment until such time as the requested and/or required reports to the satisfaction of the Agency are received.

IV. BILLING AND PAYMENT

Billing and Payment - The Provider will submit an invoice following service, with accompanying reports to the Agency as outlined in the Exhibits and Attachments. The Agency will review such invoices for completeness/correctness and any information necessary before making payment within thirty (30) calendar days after receipt of an accurate invoice. The Agency shall not make invoice payments for any services invoiced later than 60 days after the end of the service month without prior Agency approval. The Agency reserves the right to withhold payment until such time as requested and/or required reports are received.

The Provider will indicate on their invoices, the contract number, type of service being rendered, dates service was rendered, and the contract period. The invoice should also show the contract amount minus the invoice amount to reflect the remaining balance on the contract in order to obtain reimbursement.

The Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in an invoice submitted for payment. For this project, unallowable costs are: bad debt, bonding costs, contingencies, contributions or donations, entertainment costs, costs of alcoholic beverages, goods or services for personal use, fines, penalties and mischarging costs, gains and losses on disposition or impairment of depreciable or capital assets, losses on other contracts, organization costs, costs related to legal and other proceedings, goodwill, asset valuations resulting from business combinations, and legislative lobbying costs.

The Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program in accordance with the requirements of Section IX.

VI. ELIGIBILITY FOR SERVICES

Eligibility of individuals to receive purchased services shall be determined, and units of service authorized, by the County Department of Jobs and Family Services (CDJFS), through Cuyahoga Job and Family Services (CJFS), in accordance with the policies and procedures established by the Ohio Department of Jobs and Family Services (ODJFS) in Section 5101.80 of the Ohio Revised Code.

VII. AVAILABILITY OF FUNDS

This contract is conditional upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this contract. If funds are not allocated and available for the continuance of the function performed by the Provider hereunder, the products or services directly involved in the performance of that function may be terminated by the Agency at the end of the period for which funds are available. The Agency will notify the Provider at the earliest possible time of any products or services that will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

VIII. DUPLICATE BILLING

The Provider warrants that claims made to the Agency 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.

IX. AVAILABILITY AND RETENTION OF RECORDS

All records relating to the service provided and supporting documentation for invoices submitted to the Agency by the Provider shall be retained and made available by the Provider for audit by the Agency, the State of Ohio (including, but not limited to, ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three (3) years after payment under this contract. If an audit is initiated during this time period, the Provider shall retain such records until the audit is concluded and all issues resolved.

X. CONFLICT OF INTEREST

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 Agency, assuming that the contractual work in no way impedes the Provider's ability to perform the services required under this contract. The Provider

XIII. INTEGRATION AND MODIFICATION

This instrument with exhibits embodies the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this contract.

Also, this contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this contract.

XIV. SEVERABILITY

If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XV. TERMINATION

The Agency may terminate this contract, for any reason, upon 30 day written notice delivered to the Provider. The Provider may terminate this contract upon 30 day written notice delivered to the Agency, subject to the following:

Provider agrees that it will be considered a material breach of this contract on Provider's part if Provider terminates service on this contract without cause, which is defined as:

- The Agency failing to meet the terms and conditions specified in the contract, or
- The Agency, through action or inaction on the Agency's part, rendering performance by the provider impossible.

The notice should be sent to the attention of the Contract Manager at 1641 Payne Avenue, Room 510, Cleveland, Ohio 44114. The Agency and the Provider shall agree on a reasonable phase-out of the program as a condition of the termination.

The parties further agree that should the Provider become unable to provide the services agreed to in this contract for any reason or otherwise materially breach this contract, such service as the Provider has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Section IV -- Billing and Payment.

These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Provider complies with all applicable federal and state non-discrimination laws.

The Provider, or any person claiming through the Provider, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of said Provider.

XVIII. INDEMNIFICATION

The Provider agrees to protect, defend, indemnify and hold the Agency, the County, their officers, employees and agents, free, clear and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omissions of the Provider, negligent or otherwise, and its employees officers, agents, or independent contractors.

The Provider agrees to pay all damages, costs and expenses of the Agency, officers, agents, employees and County in defending any action arising out of the aforementioned acts or omissions.

XIX. RELATIONSHIP

Nothing in this contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with the Provider in the conduct of the provisions of this contract. The Provider shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Agency or the County.

XX. DISCLOSURE

The Provider hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Provider has with a county employee, employee's business, or any business relationship or financial interest that a county employee has with the Provider or in the Provider's business.

XXI. INSURANCE

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

\$5,000,000 per claim;
\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this contract, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:
 - (i) Thirty (30) days prior notice of cancellation or material change;
 - (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against 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. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
4. The Contractor 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.
5. 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.
6. 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.
7. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and

Department of Health and Human Services, including, but not limited to, 45 CFR 164.154 and 164.528 and any amendments thereto.

Amendments of Information – The Provider shall make client data available to the Agency in order for the Agency to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by the Agency, incorporate any amendments into the information held by the Provider and ensure incorporation of any such amendments into information held by its agents or subcontractors.

Disclosure -- The Provider shall make available its internal practices, books and records relating to use and disclosure of client data received from the Agency, or created or received by the Provider on behalf of the Agency, to the Agency and to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining the Agency's compliance with HIPAA and the regulations promulgated by the U.S. Department of Health and Human Services and any amendments thereto.

Portable Storage Devices- Inclusive to these terms are any form of client data stored on all portable/mobile devices (laptops/notebooks, any form of portable media, electronic communications, hard copy documentation, cell phones and PDAs) and non-portable storage and processing devices. The Provider must exercise appropriate safeguards to ensure confidentiality, integrity, and availability of all client data consistent with the Provider's Business Continuity and/or Risk Management plans and protocol. The Agency must be notified, immediately, upon breach of any portion of this section.

Material Breach - In the event of a material breach of Provider's obligation under this section, the Agency may at its option terminate this agreement. Termination of this agreement shall not effect any provision of this agreement which, by its wording or its nature, is intended to remain effective and to continue to operate in the event of termination.

Return or Destruction of Information - Upon termination of this Agreement, the provider, at the Agency's option, shall return to the Agency, or destroy, all client data in its possession, and keep no copies of the information except as requested by the Agency or required by law. If Provider or its agents or subcontractors destroy any client data then the Provider will provide to the Agency documentation evidencing such destruction. Any client data maintained by Provider shall continue to be extended the same protections set forth in this Agreement for as long as it is maintained.

XXIII. BUSINESS CONTINUITY

The Provider shall maintain and make available to the Agency its Business Continuity Plan (BCP) relating to electronic files, application access, data back-up and computer/system equipment recovery due to a disaster or system failure. The

- 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.

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 Agency 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 Agency 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 Agency 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 Agency 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 Agency 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

support obligations established under state law. Further, by executing this contract, the Provider certifies present and future compliance with any order for the withholding of child support payments that are issued pursuant to Sections 3113.21 and 3113.214 of the Ohio Revised Code.

XXIX. PUBLIC RECORDS

Subject to Article XXII Confidentiality, this contract is a matter of public record under the laws of the State of Ohio. The Provider agrees to make copies of this contract promptly available to any requesting party. Upon request made pursuant to Ohio Law, the Agency shall make available the contract and all public records generated as a result of this contract.

By entering into this contract, the Provider acknowledges and understands that records maintained by the Provider pursuant to this contract may be deemed public record and subject to disclosure under Ohio law. Provider shall comply with the Ohio public records law.

XXX. DRUG-FREE WORKPLACE

The Provider certifies and affirms that the Provider will comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

XXXI. TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) PARTICIPANTS

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, the Provider agrees to not discriminate in hiring and promoting against applicants for and participants in the Ohio Works Program. The Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party, which will be providing services, whether directly or indirectly, to the Agency's consumers.

XXXII. AMENDMENTS

All amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original contract.

XXXVIII. DEBARMENT AND SUSPENSION

For contracts valued at greater than \$100,000.00, the Agency may not contract with Providers on the non-procurement portion of the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs: (hereinafter known as List) in accordance with Executive Order 12549 and 12689. By signing this contract, the Provider warrants that the Provider will immediately notify the Agency if the Provider is added to the List at any time during the life of this contract. Upon receipt of notice, the Agency will issue a termination notice in accordance with the terms of the contract. If the Provider fails to notify the Agency, then the Agency reserves the right to immediately suspend payment and terminate the contract.

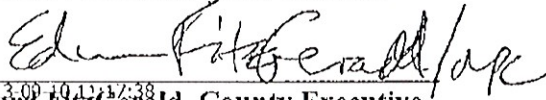
XXXIX. ELECTRONIC SIGNATURES

By entering into this Agreement US Together, Inc. agrees on behalf of its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all 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. US Together, Inc. also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of the 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 parties hereto have executed this Agreement as of the date below written.

COUNTY OF CUYAHOGA, OHIO

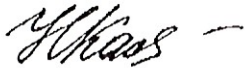
BY: Edward FitzGerald, County Executive



2013-09-10 12:17:38
Edward FitzGerald, County Executive

US TOGETHER, INC.

BY:



Nadia Kasvin, Director

Date

Language translation services – all translation will be linguistically accurate to and from the requested language. Reading and comprehensive levels will be appropriate to the target audience in commonly accepted language forms that include intent and dynamic of the source language. All translation will be culturally appropriate and sensitive.

- All translation work is stored in memory on the translation database so that costs of translation are ultimately lower over time.
- All translation will be completed in a timely manner based on the size of the documents
- All documents will be proofread to ensure correct spelling and grammar
- Referral source will be provided with both a hard copy and electronic copy of all materials
- An Interpreter Services Management System will maintain computer based tracking and data collection systems, which will provide comprehensive data for monitoring and reporting, and customized data fields as requested.

Performance Benchmarks

Qualified Interpreters

This contract will be monitored for the sub-contracting and hiring of qualified staff via a review of personnel files for the items indicated.

- 100% of contracted interpreters will meet the following standards:
 - Documentation of completing 24 hours of training through either US Together, OR Ohio State Association of Translators and Interpreters (OSATI). Topics for 24 hours basic interpreter training will include, but not limited to:

- Title VI
 - Role of Interpreter
 - Ethics
 - Professional Conduct
 - Modes of Interpretation
 - Interpreter Terminology
 - Rules, Regulations, Terminology for Human Services

- Documentation of having attended in-service programs, follow-up training, and/or continuing education at least once every 6 months. Topics for continued education might include, but not limited to:

- Human Services Terminology (8 hours)
 - Interpreting in Mental Health Field (8 hours)
 - Interpreting in Domestic Violence Abuse Situations (8 hours)
 - Review of Role of Interpreting (4 hours)
 - Review of Feedback/Complaints from the provider (2 hours)

- Demonstrate a passing grade of 80% or higher on competency tests administered by US Together.
- Documentation of having attended the US Together Orientation.

- Number of service requests that were not completed due to either cancellation or no show by interpreter and Agency staff.
- Average and range of time to complete appointments.
- Number of translation requests by Agency, language, and document size.
- Turnaround time based on document size (i.e. small=1-3 pages, medium=4-15 pages, large=16 or more pages.)
- Number and results of satisfaction surveys

In addition, the Provider will provide:

- A quarterly report on all of the document translations including the name of the translated forms, the language(s) of translation, the Agency requesting the translation, and the invoiced amount.
- A semi-annual report demonstrating continuing education for its staff and noting if benchmarks have been met.

- 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:

Cuyahoga Job and Family Services
1641 Payne Avenue, Room 510
Cleveland, Ohio 44114
Attn: Larry Ganim, Contract Specialist
Ph; (216) 987-8242; Fax (216) 987-7090
Email ganiml@odjfs.state.oh.us

**CONTRACT
BETWEEN
COUNTY OF CUYAHOGA, OHIO
AND
US TOGETHER, INC.**

AMENDMENT NO. 1

THIS CONTRACT AMENDMENT made and entered into this ____ day of _____, 2014 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of Cuyahoga Job and Family Services (the "Agency") and US Together, Inc., a nonprofit corporation with principal offices located at 2021 E. Dublin Granville Road #190, Columbus, Ohio 43229, (the "Provider").

WITNESSETH:

WHEREAS, in order to continue to provide a Language Interpreter and Translation Services for Health & Human Services, amendments to Contract Encumbrance No. CE-1300387-01 are necessary:

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

1. That the reason for this amendment is to expand the statement of work to provide CJFS staff training, increase the contract amount and extend the period of performance to provide for the continuation of services.
2. That Paragraph I (Term) is hereby amended by extending the end date of the contract from August 31, 2014 to August 31, 2015.
3. That the amount of the contract is amended by \$200,000.00 from \$200,000.00 to \$400,000.00. A revised Exhibit II-Budget is attached.
4. That the effective date of this amendment is September 1, 2014.
5. That *Applicable County Ordinances* apply. All Contracts in which the County is a party, including this Contract, are subject to all applicable County Ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, the Cuyahoga County Inspector General Ordinance and the Cuyahoga County Contracting and Purchasing Procedures Ordinance. During the term of this contract, including any extensions, all parties shall remain in compliance with all applicable County

EXHIBIT II

BUDGET

Cuyahoga Job and Family Services agrees to pay the Provider for the costs to provide interpretation and translation services as described in the Program Design in an amount not to exceed \$200,000.00.

- I. Cuyahoga Job and Family Services agrees to reimburse the Provider for the costs incurred to provide interpretation and translation services as follows:
 - A. On-site interpretation during regular hours, after hours, holidays and emergencies at \$49.00 per hour. After a minimum of two hours, the time will be calculated in 15 minute increments.
 - B. Telephonic interpretation during regular hours, after hours, and holidays at \$1.50 per minute. A minimum 15 minutes is charged.
 - C. Written translation rate is \$0.25 per word with \$20.00 per page formatting if needed.
 - D. Cancellation with less than 24-hours notice will result in a one-hour minimum charge of \$49.00. All cancellations should be made a day prior to the scheduled appointment. If cancellations occur the same day, a one hour minimum charge may be applied.

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

- II. The Agency agrees to reimburse the Provider for staff interpreter training in an amount not to exceed \$21,440.00

Quarterly Training 2 sessions/day (\$1700.00/day)	\$ 6,800.00
Bilingual Staff Training 4 groups (\$3660 ea)	\$14,640.00

To receive reimbursement for these costs, the Provider must submit an invoice detailing the dates the training was conducted and names of attendees.

- III. The Provider agrees that the services being contracted for are not available from their agency on a non-reimbursable basis for less than the unit rate and that the level of service to public assistance and food assistance recipients is guaranteed.
- IV. The Provider understands that failure to comply with these provisions may result in returning any funds received from CJFS that were in violation of any of the provisions contained above.

**CONTRACT
BETWEEN
COUNTY OF CUYAHOGA, OHIO
AND
US TOGETHER, INC.**

AMENDMENT NO. 2

THIS CONTRACT AMENDMENT made and entered into this 24 day of June, 2015 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of Cuyahoga Job and Family Services (the "Agency") and **US Together, Inc.**, a nonprofit corporation with principal offices located at 2021 E. Dublin Granville Road #190, Columbus, Ohio 43229, (the "Provider").

WITNESSETH:

WHEREAS, in order to continue to provide a Language Interpreter and Translation Services for Health & Human Services, amendments to Contract Encumbrance No. CE-1300387-01 are necessary:

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

1. That the reason for this amendment is to increase the contract amount and extend the period of performance to provide for the continuation of services.
2. That Paragraph 1 (Term) is hereby amended by extending the end date of the contract from August 31, 2015 to August 31, 2016.
3. That the amount of the contract is amended by \$220,000.00 from \$400,000.00 to \$620,000.00. A revised Exhibit II-Budget is attached.
4. That the effective date of this amendment is September 1, 2015.
5. Compliance with Federal, State and Local Laws and Regulations. Borrower shall comply with all applicable federal laws and regulations thereunder, executive orders and circulars as well as state and local laws governing the receipt, expenditure and use of the funds. 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

EXHIBIT II

BUDGET

Cuyahoga Job and Family Services agrees to pay the Provider for the costs to provide interpretation and translation services as described in the Program Design in an amount not to exceed \$220,000.00.

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

A. On-site interpretation during regular hours, after hours, holidays and emergencies at \$52.00 per hour. After a minimum of two hours, the time will be calculated in 15 minute increments.

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

Travel to destination at one (1) hr interpretation rate
Travel back from destination at one (1) hr interpretation rate
Mileage at \$0.575 per mile

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

D. Written translation rate is \$0.25 per word with \$20.00 per page formatting if needed. Editing only service is \$50.00 per page.

E. Cancellation with less than 24-hours notice will result in a one-hour minimum charge of \$52.00. All cancellations should be made a day prior to the scheduled appointment. If cancellations occur the same day, a one hour minimum charge may be applied.

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

II. The Agency agrees to reimburse the Provider for staff interpreter training in an amount not to exceed \$21,440.00

Quarterly Training 2 sessions/day (\$1,700.00/day)	\$ 6,800.00
Bilingual Staff Training 4 groups (\$660.00 ea)	\$14,640.00

To receive reimbursement for these costs, the Provider must submit an invoice detailing the dates the training was conducted and names of attendees.

**CONTRACT
BETWEEN
COUNTY OF CUYAHOGA, OHIO
AND
US TOGETHER, INC.**

AMENDMENT NO. 3

THIS CONTRACT AMENDMENT made and entered into this ____ day of _____, 2016 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of Cuyahoga Job and Family Services (the "Agency") and US Together, Inc, a nonprofit corporation with principal offices located at 2021 E. Dublin Granville Road #190, Columbus, Ohio 43229, (the "Provider").

WITNESSETH:

WHEREAS, in order to continue to provide Language Interpretation and Translation Services for Health & Human Service Agencies, an amendment to Contract Encumbrance No. CF-1300387-01 is necessary:

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

1. That the reason for this amendment is to increase the contract amount and extend the period of performance to provide for the continuation of services.
2. That Paragraph I (Term) is hereby amended by extending the end date of the contract from August 31, 2016 to August 31, 2017.
3. That the amount of the contract is amended by \$250,000.00 from \$620,000.00 to \$870,000.00. A revised Exhibit II-Budget is attached.
4. That the effective date of this amendment is September 1, 2016.
5. Compliance with Federal, State and Local Laws and Regulations. Borrower shall comply with all applicable federal laws and regulations thereunder, executive orders and circulars as well as state and local laws governing the receipt, expenditure and use of the funds. 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

EXHIBIT II

BUDGET

Cuyahoga Job and Family Services agrees to pay the Provider for the costs to provide interpretation and translation services as described in the Program Design in an amount not to exceed \$250,000.00.

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

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

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

Travel to destination at one (1) hr interpretation rate
Travel back from destination at one (1) hr interpretation rate
Milage at \$0.575 per mile

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

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

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

To receive reimbursement for these costs, an invoice must be submitted which includes the names, if applicable, service descriptions, 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

Training - "How to Work Effectively With Interpreters"
2 sessions a day per quarter (\$1,800.00 per quarter) \$7,200.00

Bilingual Staff Training
4 groups (\$3,700.00 per group) \$14,800.00

To receive reimbursement for these costs, the Provider must submit an invoice detailing the dates the training was conducted and names of attendees.

ATTACHMENT – C

- Interpretation, Translation
and Sign Language Procedures



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 utilize 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 portion 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 (ie., official forms, program advertisement, documents to be considered for benefit verification, etc.). These requests must be submitted and reviewed by Work First Services before it gets submitted 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 sufficient time to accommodate this turnaround time when determining 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



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.



TRANSLATION SERVICE REQUEST FORM

- Send this completed request form to: Christian Tobin, Work First Services, Christian.Tobin@jfs.ohio.gov
- You will receive CJFS approval of your request via email within ten business day. If you do not receive a confirmation within the expected time frame, call Christian at (216) 987-7922. Retain copy for your records.
- Once the translation is completed, an electronic copy of the material will be emailed to the requesting staff at the IHHS Agency along with the completed Translation Service Request Form.

TO BE COMPLETED BY WORKER	
SERVICE REQUEST	
Today's Date:	Worker's Name:
Worker's Phone #: Fax #:	Worker's Email:
Alternate Contact Name: (e.g. Team Leader)	Alternate Contact's Phone #:

REQUESTING AGENCY (Select One)
<input type="checkbox"/> CJFS <input type="checkbox"/> OCSS <input type="checkbox"/> DCFS <input type="checkbox"/> DSAS <input type="checkbox"/> Other

SERVICE INFORMATION		
Description of materials to be translated:		
Rationale for translation:		
Language in to which the document needs to be translated:	Est. Length (word count):	Date Needed:

COMPLETED BY US TOGETHER	
Cost quote for translation service \$	
Estimated Date:	Authorized Signature:

CJFS APPROVAL	
This request has been reviewed and <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
By:	Date:
Date materials delivered to requesting Agency:	

NOTE

- All translated materials will be returned in an electronic format.
- It is the responsibility of the requesting agency to provide review of translated materials for accuracy, errors, etc.
- Any corrections to materials must be made within 60 days of receipt of materials. Corrections must be submitted to Christian Tobin, Work First Services, Christian.Tobin@jfs.ohio.gov



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	Valerie Baker	Valerie.baker@jfs.ohio.gov	(216) 802-2817
OCSS Primary Contact	Thomas Lempke	Thomas.lempke@jfs.ohio.gov	(216) 515-8323
OCSS Alternate Contact	PENDING DUE TO STAFF CHANGES		
DCFS Primary Contact	Stephen Rusnak	Stephen.Rusnak@jfs.ohio.gov	(216) 881-4028
DSAS Primary Contact	Cacy Pena	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	Aida C Idiaquez, Director, Public Benefits & External Relations	Aida.idiaquez@jfs.ohio.gov	(216) 987-8433

ATTACHMENT – D

➤ Demographic Data

ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Methological changes to data collection in 2013 may have affected language data for 2013. Users should be aware of these changes when using multi-year data containing data from 2013. For more information, see: Language User Note.

While the 2011-2015 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

Explanation of Symbols:

1. An '***' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '***' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.



March 31, 2017

Dear Health and Human Services Staff,

I am following up on an opportunity to confirm and improve HHS staff use of interpreter services. In looking at our use of interpreter services for December 2014 vs. December 2016, we went from 2,546 contracted interpreter sessions completed to 2,730 interpreter sessions completed, a 7.2 % increase. Thank you for your attentiveness to the needs of our customers in this regard.

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.

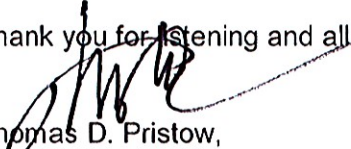
Just as a reminder, staff can access these services by submitting the **Interpretation Service Request** form (used for in-person or telephonic verbal interpretation) or the **Translation Service Request** form (used for the interpretation of written information). Both forms are available in On-base 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.

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.


Thomas D. Pristow,
Director