

Ohio Department of Job and Family Services  
**LIMITED ENGLISH PROFICIENCY PLAN**  
**2021 - 2023**

**Tuscarawas County Job & Family Services**

**Insert Date**  
**February 3, 2021**

**Civil Rights Coordinator**  
**Jeffrey M. Kiggans**

**CHECK ALL THAT APPLIES**

**DJFS XX**  
**PCSA XX**  
**CSEA**  
**OMJ CENTER**

**Limited English Proficiency Plan**

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# **Limited English Proficiency Plan**

## **I. Purpose**

The purpose of this Limited English Proficiency Plan is to provide assurances and demonstrate that customers of TCJFS 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
- **UIPL 02-16**, State Responsibilities for Ensuring Access to Unemployment Insurance Benefits, Services and Information
- **Executive Order 13166**, Improving Access to Services for Persons with Limited English Proficiency
- **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**

## Limited English Proficiency Plan

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

### **Definitions of Terms:**

- **County Agency** - County Departments of Job and Family Services, County Child Support Enforcement Agencies, Public Children Services Agencies, WIOA funded OMJ (Ohio Means Job) Centers, Agencies standing alone or any combined agencies with a single administrative structure.
- **Effective Communication** - In a human services, social services or job training/assistance setting; effective communication occurs when County Agency / OMJ Center staff have taken necessary steps to make sure that a person who is LEP is given adequate information in his/her language to understand the services, benefits or the requirements for services or benefits offered by the County Agency / OMJ Center. These necessary steps must allow an individual the opportunity to qualify for the benefits or services provided by that County Agency / OMJ Center without unnecessary delay due to the person's LEP. Effective communication also means that a person who is LEP is able to communicate the relevant circumstances of his/her situation to the County Agency / OMJ Center.
- **Interpretation** - Interpretation means the oral or spoken transfer of a message from one language into another language.
- **Limited English proficiency** - A person with limited English proficiency or "LEP" is not able to speak, read, write or understand the English language well enough to allow him/her to interact effectively with a County Agency / OMJ Center.
- **Meaningful access** - "Meaningful access" to benefits, programs and services is the standard of access required of the County Agencies / OMJ Centers since they receive federal funding through the state of Ohio. Meaningful access requires compliance by County Agencies / OMJ Centers with state and federal LEP requirements as set out in relevant state and federal laws. To ensure meaningful access for people with LEP, County Agencies / OMJ Centers must make available to applicants/recipients of benefits/services free language assistance that results in accurate and effective communication that does not result in undue delay or denial of benefits to which the LEP applicant/recipient is eligible.
- **BCR** - Bureau of Civil Rights. The entity contained within the Ohio Department of Job and Family Services charged with the responsibility of overseeing compliance by County Agencies / OMJ Centers with relevant civil rights laws including those related to LEP.
- **Translation** - Translation means the written transfer of a message from one language into another language. ***Note: The use of translation engines through the internet or language applications can be very useful tools for a native speaker of that particular language. A native speaker is able to make the appropriate adjustment and/or corrections to the translation. A non-native speaker will have difficulty making the proper adjustment to the syntax's, meaning, and vocabulary. One example we found using one of the translation engines was: e.g., Spanish- dos burritos por favor; the English translation – two donkeys please, instead of two burritos please. The computer does not know that you are referring to food. The computer translates literally. Therefore, to avoid any misunderstandings we***

## Limited English Proficiency Plan

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

- **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. TCJFS LEP Policy**

It is the policy of TCJFS 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 TCJFS, its contractors and/or vendors. Meaningful access involves TCJFS 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**

TCJFS has determined that the language(s) other than English that is/are most likely to be encountered by employees of the TCJFS is/are Spanish and dialects spoken in Guatemala for example, Kiche. The methodology used to make this determination is as follows: Previous TCJFS contacts and experience.

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.

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

## Limited English Proficiency 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)).

Malissa Canterero, Spanish. Malissa has extensive experience speaking Spanish including immersion in that culture. She previously served as a contract interpreter and taught ESL classes in the Columbus Public schools.

- 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)

We have a contract with Clear Communications, run by Victoria Buss. Ms. Buss has extensive experience in providing interpretation services and has been known to our agency for several years. We also have a contract with Monica Benavides, she is certified by the Ohio Supreme Court. She was chosen by referencing the Ohio Supreme Court website. We have a contract with Triad Deaf Interpretation Services, Inc. They have been identified as competent deaf interpreters by the clients needing such services and have provided reliable services to the agency clients historically. Contracts made thru the procurement process with Telelanguage and The International Institute of Akron, Inc.

- Volunteer Interpreters (if checked provide names, organization if applicable as well as brief description of method of determining competence as interpreter).

Information here

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

Language Line. Initially chosen as this was the provider used by the State as well as surrounding counties. Continued to be used based on continued quality of services received.

- Agreement with Educational Institution (if checked provide name of institution, name(s) of interpreters, brief description of method of determining competence of interpreter. Attach copy of agreement, MOU or other written document to this plan. If nothing in writing, describe arrangement).

Information here

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

Information here

## **Limited English Proficiency Plan**

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

### **VI. Interpreter Services**

TCJFS , at no cost to the LEP individuals or families, provides interpreter services to all LEP individuals or families applying for, participating in programs or receiving services/benefits through the TCJFS by the means designated in section V. of this plan. The interpreter services are provided in an efficient and timely manner so as not to delay a determination of eligibility for an individual or family, receipt of eligible services/benefits or participation in a county run program beyond that of an English speaking individual or family. The TCJFS makes this policy known to the LEP through the following methods (e.g. posters in other languages, Babel cards, etc.). There are signs posted in the reception area alerting clients in numerous languages the ability to have interpretation services provided. Reception staff have cards in every written language which may be encountered to help identify the language needed to assist in the provision of these services.

TCJFS addresses phone calls and voice mail by LEP individuals in the following manner (describe County Agency / OMJ Center phone services for LEP individuals. If addressed through something checked in section V. can reference that portion).

The message that clients hear when they call TCJFS is in both English and Spanish. The same provides the basic information regarding accessing services and directs where calls may be made. Anytime a person who requires LEP services calls, the Agency either attempts to have a bilingual employee speak with them or if they do not speak Spanish, come into the office to access telephone interpretation.

TCJFS addresses walk-ins to the TCJFS building who are LEP individuals in the following manner (refers to receptionists or point of contact) Clients who appear to speak Spanish are seen by a bilingual speaking employee, if appropriate. The receptionist has a reference card with any language that TCJFS is likely to encounter. The client is able to read it in their own language and point it out to the receptionist. TCJFS has a contract with Lanauge Line and is able to quickly access an interpreter in the target language to assist the client with whatever business they have with TCJFS.

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

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### **VII. Translation of Documents**

TCJFS 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, all relevant forms are translated into Spanish.

TCJFS 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 TCJFS services. Currently, the primary means of outreach is through the TCJFS website. The site itself has the built in capacity to be viewed in a number of other languages including Spanish.

For any LEP individuals applying or receiving services from TCJFS where vital documents are not available in the LEP individual's language, TCJFS provides a notice in the LEP individual's language that the LEP individual may bring any document into the TCJFS 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**

TCJFS makes its personnel aware of its LEP policies, methods of providing services to LEP individuals and other information contained within this plan through the following: (explain in some detail, e.g. training by civil rights coordinator, on-line training, new employee orientation, personnel handbook, hand-outs, etc.).

The Agency's policy on Meeting Clients Special Communication Needs, which is attached, is available to staff, as is this plan on the Agency innerweb site. All staff are aware of the obligation to assure that clients with LEP receive appropriate services. Staff must attest to viewing the LEP plan and the Agency's policy on Meeting Clients Special Communication Needs annually.

### **IX. (Optional)**

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

### **X. Attachments**

**Attachment A** – Agency Policy on meeting clients special communication needs

**Attachment B** – Contract with Monica Benavides - Spanish

**Attachment C** – Contract with Language Line Interpretations Services

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**Limited English Proficiency Plan**

Attachment F - Contract with Telelanguage, Inc.

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# Limited English Proficiency Plan

## Signatures:

Person with authority <i>David W. Haverfeld</i>	Director David W. Haverfeld	Date 2/3/21
Person with authority <i>Jeffrey M. Riggs</i>	Civil Rights Coordinator Jeffrey M. Riggs	Date 2/3/21
Person with authority	Title	Date
Person with authority	Title	Date
Person with authority	Title	Date
Person with authority	Title	Date

**TUSCARAWAS COUNTY JOB & FAMILY SERVICES  
AGENCY PROCEDURE**

**METHODS OF MEETING CLIENTS' SPECIAL COMMUNICATION NEEDS**

**PROCEDURE**

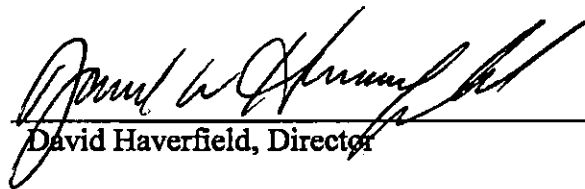
**I. Hearing Impaired**

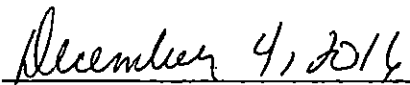
- A. The Ohio Relay Service telephone number is provided on all agency letterhead and is used by staff and persons with a hearing impairment.
- B. Trained personnel from Triad Deaf Interpretation Services Inc. assist with communications between staff and persons with a hearing impairment.
  - 1. Invoices for this service are processed for payment through our Business Office.

**II. Non-English Speaking**

- A. The significant, non-English speaking consumer group in Tuscarawas County is Guatemalan.
  - 1. The agency employs a bilingual worker. She is available to assist in meeting the communication needs for Spanish speaking clients.
  - 2. Language Line provides telephone interpretation services in any language staff may encounter. Cards are available in reception to aid clients in identifying their language. Staff may contact Language Line to provide translation as needed. Additionally, there are two entities that provide interpretation services via contract.
  - 3. Invoices for these services are processed for payment through our Business Office.

- III. The most commonly used forms in agency program areas have been translated into Spanish and are available to be disseminated to clients.

  
\_\_\_\_\_  
David Haverfield, Director

  
\_\_\_\_\_  
Date

Attachment  
A

## FREELANCE WORK AGREEMENT

The following constitutes an agreement between Monica Benavides, the contractor, and Tuscarawas County Job & Family Services: the client.

Whereas, Monica Benavides will provide interpretation services in the Spanish language to individuals, business entities and government institutions which have need for interpretation services.

During the term of this Agreement and thereafter, contractor will protect and treat as confidential all information furnished, obtained or created pursuant to this Agreement (the "Confidential Information") including without limitation items to be translated/interpreted; and will not disclose to any person(s) such confidential information other than as strictly required to perform the work and shall otherwise safeguard the confidentiality of such information.

Contractor agrees and acknowledges that she will be deemed an independent contractor and not an employee of the Tuscarawas County Job & Family Services for any and all purposes.

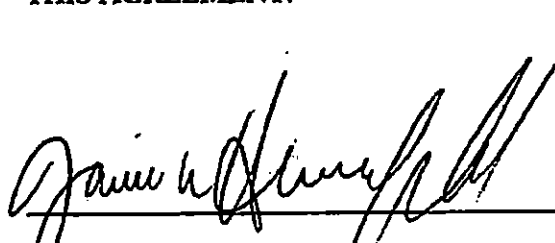
Upon completion of the assignment, the contractor will submit its invoice and the certificate of interpretation which contains the start and the end time of the work and the client signature for payment. Terms of payment will be net thirty (30) days following date of invoice.


**Cancellation Policy:** No payment shall be owed if cancelled over 24 hours before the scheduled time of the assignment. Payment at the minimum scheduled rate (2hours) if cancelled within 24 hours.

This Agreement may be terminated by either party at any time without cause.

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AGREED TO AND ACCEPTED BY BOTH PARTIES AS OF THE EFFECTIVE DAY OF THIS AGREEMENT.

  
Tuscarawas County Job & Family Services  
Representative

  
Monica Benavides  
State of Ohio Judicial Certified Interpreter

1/29/2015  
Effective Date

Attachment  
B

Copy to

1/26/20  
SA

# Master Service Agreement

## Master Service Agreement with

Tuscarawas County Job & Family Services

Language Line Services, Inc. (the "Company") and you, the Customer ("Customer" or "you") (together, the "Parties" and each a "Party"), agree that the terms and conditions below and in all attachments and addenda hereto will apply to the services provided by the Company to you under this Agreement.

### TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by Company (the "Services"). Fees and any additional terms and conditions for each of the Services are identified in the respective Services Statements of Work, each of which is made a part of this Agreement. This Agreement and each of the Services you choose to receive from the Company will become effective upon the signing by you of this Agreement and the relevant Statement(s) of Work and will continue in effect until terminated under Section 12 ("Termination"). If you continue to request and receive Services after this Agreement has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect.
- 2. PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to the Company within thirty (30) days of the invoice issue date or right to dispute will be waived by Customer. Customer shall not have the right to set-off any disputed amounts. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of Company) or (iii) as otherwise mutually agreed upon. Invoices will be sent to Customer's billing address shown in Schedule A hereto, or to such other address as Customer may specify by giving written notice to Company to [CustomerCare@languageinc.com](mailto:CustomerCare@languageinc.com). If Customer will not be paying for any specific affiliates, those affiliate(s) must be identified on Schedule A and must enter into a separate Master Service Agreement with the Company. If Customer wants the Company to identify any such excluded affiliate(s) by a specific name in documentation, please provide a list of the affiliate(s) by name to the Company sales representative assigned to Customer.
- 3. USE OF SERVICES.** Customer warrants that it will not (i) resell the Services to any third parties; however, Customer may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering products and services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
- 4. CONFIDENTIALITY.** If the Parties have not signed a Non-Disclosure Agreement, the Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third party and each Party will use Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "Confidential Information" means (a) information identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, or health information protected under a law or regulation, including without limitation HIPAA, Graham-Leach-Bliley, and the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), (c) the terms and conditions of this Agreement, (d) Company pricing for its Services, (e) information or data identified by a Party to the other as being "confidential," and (f) and all of the information provided in any invoices or other documents or in oral communications between the parties relating to the Services. Customer is obligated to inform Company if providing any of the Services would be governed by the GDPR.
- 5. COMPANY PERSONNEL.** Customer understands and acknowledges that in providing the Services, the Company's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are in and outside of the United States (collectively, "Company Personnel"). All Company Personnel are subject to the Company's stringent quality control standards and certification criteria and Company is solely responsible for ensuring that the terms and conditions of this Agreement are met. Customer hereby consents to the use of all Company Personnel by the Company.

Attachment  
C

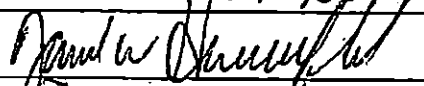

## Master Service Agreement

6. **RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.
7. **LIMITED WARRANTIES AND LIABILITY.** THE COMPANY WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. THE COMPANY MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO OR PAID BY CUSTOMER TO THE COMPANY WITHIN THE PREVIOUS 12 MONTHS AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE); HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
8. **INDEMNIFICATION.** The Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the fraudulent or intentionally wrongful act of any kind by the employee or agent of one Party resulting in damages to the other Party. Company will not be liable for intellectual property infringement arising merely from the Company's interpretation or translation of Customer communications or documents, respectively. The Company maintains extensive global insurance coverage for all its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
9. **PUBLICITY.** Customer agrees that the Company may use Customer's name and/or corporate logo on Company's website and marketing materials and upon Company's reasonable request will provide a testimonial regarding Company's Services for use in Company's marketing of its Services.
10. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that the Company may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party.
11. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is acquired by or merged into an existing Company customer or acquires an existing Company customer, the terms and conditions of this Agreement, including pricing as set out in the applicable Services Statements of Work, shall remain unaffected unless the Parties otherwise agree in a written amendment to this Agreement.
12. **TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b) on thirty (30) days' written notice if the other Party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from the Company within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The Parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
13. **ADDITIONAL TERMS.** (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of Company to any third parties, including, without limitation, any persons participating in or the subject of conversations for

# Master Service Agreement

which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against Company, its affiliates or their respective successors. (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (e) **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party. (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (h) **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to Company at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to [customer@language.com](mailto:customer@language.com) with a copy to [contractadministration@language.com](mailto:contractadministration@language.com), and (b) to Customer at the address or e-mail shown on Schedule A for the Operations Contact, or the most current address provided by Customer to Company. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day. (j) **COMPLIANCE.** Language Line Services, Inc., is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

- 14. **ENTIRE AGREEMENT.** This Agreement, including all Schedules and Services Statements of Work, constitute the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.
- 15. **AUTHORIZATION.** The person signing this Agreement on behalf of Customer certifies that such person has read, understood, and acknowledged all of its terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree that the delivery of the signed service agreement by facsimile or e-mail or use of a facsimile signature or other similar electronic reproduction of a signature or electronic signature shall have the same force and effect of execution and delivery as an original signature, and in the absence of an original signature, shall constitute the original signature.

Tuscarawas County Job & Family Services		Language Line Services, Inc.	
Accepted and agreed to date:	5/15/20	Accepted and agreed to date:	June 25, 2020
Signature:		Signature:	
Print Name:	David W. Haberfeld	Bonaventura A. Cavaliere	BDC191FC317AA3C...
Title:	Director	CFO	

# Master Service Agreement

## Schedule A

Tuscarawas County Job & Family Services

### CUSTOMER CONTACT INFORMATION

Operations Contact	Billing Contact <input checked="" type="checkbox"/> Same as Operations Contact
Name: David W. Haverfield	Name:
Title: Director	Title:
Telephone: 330-339-7791	Telephone:
Fax: 330-339-6388	Fax:
E-mail: David.Haverfield@jfs.ohio.gov	E-mail:
Address: 389 16 <sup>th</sup> Street SW	Address:
City, State, Zip: New Philadelphia OH 44663	City, State, Zip:

Tax Exempt Status	
<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes - If yes, please include a copy of your tax-exempt determination letter or certificate.

Excluded Affiliates - Please identify affiliates whose use of the services will NOT be paid by you. Please identify any additional affiliates in a separate page(s) and attach to this document.
<b>1ST AFFILIATE - Name:</b>
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
<b>2ND AFFILIATE - Name:</b>
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:
<b>3RD AFFILIATE - Name:</b>
Address, City, State, and Zip:
Contact Name, Phone, and E-mail:





# Master Service Agreement

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## Statement of Work LanguageLine® Phone<sup>SM</sup> Interpreting

Tuscarawas County Job & Family Services	18085
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This Statement of Work is subject to the Master Service Agreement between you, the Customer ("Customer" or "you") and Language Line Services, Inc. ("Company"). This document is the sole document that reflects pricing for these services, and must be signed by an authorized representative from you, the Customer. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes, if any, will be made on next full monthly billing cycle.

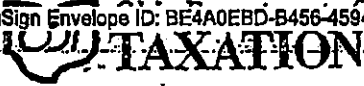
1. **PRICE PER MINUTE:** Price per minute is based on the language requested. Price per minute does not include international call fees.
2. **ENROLLMENT AND SETUP PACKAGES**
  - One time setup charge per Customer .....\$275.00
  - Fee for each subsequent Client Identification Number with corresponding statement.....\$125.00
3. **CLIENT IDENTIFICATION NUMBER.** Monthly minimum charge per Client Identification Number .....\$100.00
4. **PLATFORM ACCESS CHARGE.** Platform access per call.....\$0.25
5. **LONG DISTANCE DIAL OUT.** Long distance dial out charge applied per dial out (in addition to per minute charges) ....\$5.00
6. **PAPER INVOICE CHARGE.** Electronic invoices are provided free of charge. If paper invoices are preferred, fees apply. . \$1.75
7. **FINANCE CHARGE.** Finance charges are applied to any past due balances. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law.
8. **FCC SURCHARGE AND FEES.** Fees that Language Line Services has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).
9. **OPTIONAL TRAINING ASSISTANCE AND MATERIALS**
  - Customized reference and support materials development (per hour).....\$179.00
  - Training/awareness assistance (on site per day/per trainer).....\$500.00
10. **OPTIONAL CUSTOMIZED REPORT CONFIGURATION**
  - Report setup (per hour) .....\$250.00
  - Report maintenance (monthly) .....\$30.00
11. **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME**
  - Applied per appointment.....\$100.00
  - Cancellation per appointment will be charge \$200 for any missed appointment .....\$200.00

**Per Minute Usage Fees for LanguageLine® Phone Interpreting**

Language	0-25,000 Monthly Minutes	25,001 – 40,000 Monthly Minutes	40,001 – 60,000 Monthly Minutes	60,001 – 80,000 Monthly Minutes	81,001 + Monthly Minutes
All Languages	\$1.25	\$1.20	\$1.15	\$1.10	\$1.05

The person signing this agreement certifies that such person has read, and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

Tuscarawas County Job & Family Services	Language Line Services, Inc.
Accepted and agreed to date: <i>5/15/20</i>	Accepted and agreed to date: June 25, 2020
Signature: <i>David W. Howard</i>	Signature: <span style="border: 1px solid black; padding: 2px;">DocuSigned by: <i>Bonaventura A. Cavalliere</i></span>
Print Name: <i>David W. Howard</i>	Bonaventura A. Cavalliere <small>BDC161FC317AA3C...</small>
Title: <i>Director</i>	CFO



STEC-B  
Rev. 3/15/04

# Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Language Line Services, Inc.

(vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Local Government Entity

*Purchaser must state a valid reason for claiming exception or exemption.*

Tuscarawas County Job + Family Services

Purchaser's name

389 16<sup>th</sup> St SW

Street address

New Philadelphia, OH 44663

City, state, ZIP code

Adam Wilson

Signature

Fiscal Supervisor

Title

5/15/2020

Date signed

34-6002853

Vendor's license number, if any

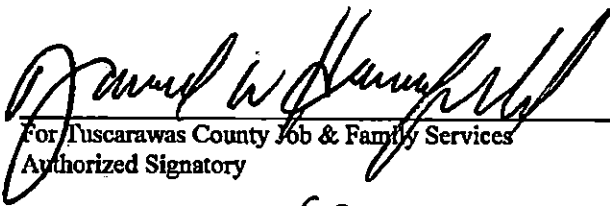
Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

**Tuscarawas County Job & Family Services  
Vendor Agreement**

This Vendor Agreement is entered into this March 1<sup>st</sup>, 2015, between Tuscarawas County Job & Family Services and Clear Communications. The specific services to be provided by Clear Communications, and its team of interpreters working under its authority, are as follows: Spanish language interpretation/translation services for clients of Tuscarawas County Job & Family Services.

- A. In consideration of the services outlined above to be provided by Clear Communications, Tuscarawas County Job & Family Services agrees to make payment to Clear Communications in the amount of \$69.00 per hour. In the event that Clear Communications provides service for less than one hour, Clear Communications shall receive payment for one hour of work. Services provided for more than one hour should be listed on the invoice in sixty (60) minutes intervals. Clear Communications agrees to bill Tuscarawas County Job & Family Services within seven days after the end of the month in which services were provided. Tuscarawas County Job & Family Services shall have seven days from receipt of said bill to provide payment to Clear Communications.
- B. Definitions: As used in this vendor agreement the following terms are defined as:
- Interpretation: Interpretation means the oral or spoken transfer of a message from one language into another language.
  - Translation: Translation means the written transfer of a message from one language into another language.
- C. Clear Communications agrees to maintain compliances with the requirements of the American with Disabilities Act by continuing with appropriated training.
- D. Tuscarawas County Job & Family Services and Clear Communications agree that in the performance of this agreement, there shall be no discrimination against any client based on race, color, sex, religion national origin, or disability as set forth in the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or other relevant federal or state laws governing the same.
- E. This agreement may be terminate by either party by providing a seven day written notice to the other party. Said notice will not affect payment for services already provided, but shall relive Tuscarawas County Job & Family Services of further obligation for payment for services beyond the termination date of the agreement.
- F. This Vendor Agreement constitutes the entire agreement between Tuscarawas County Job & Family Services and Clear Communications and supersedes and voids all prior agreements, either oral or written. Any changes to this Vendor Agreement shall only be effective if written and signed by both parties to this agreement.
- G. The existence of this contract between Tuscarawas County Job & Family Services and Clear Communications is not confidential; however the terms specified in this contract are strictly confidential.

  
For Tuscarawas County Job & Family Services  
Authorized Signatory

2/20/15  
Date

  
L. Victoria Buss, CEO  
Clear Communications

2/20/15  
Date

Attachment  
D

21

**CLEAR COMMUNICATIONS (330) 615-3981**

INVOICE

July 6, 2019

*L Victoria Buss*, National Certified Interpreter  
1313 Tremont Street  
Dover, Ohio  
Victoriab@ClearCommunications.Agency  
(330) 615-3981 Ext: 3

TO:  
Tuscarawas County job & Family Service  
New Philadelphia, Ohio 44663

FOR: Spanish Interpretation Services Rendered

Date / 2019	Site	Service Provider	Case/Client	Interpreter	HOURS
20-Jun	JFS-Agency/ SAR meeting	Toni Anderson	Mardalena & Ricardo	Victoria B.	1.00
Total Hours					1.00
TOTAL.....					\$69.00

*Confirmed  
Charges to  
Vendor Agreement  
from 2015. SA*

ACCT. NO. *A 506 806 510051*  
OK TO PAY

# PROVIDER'S AGREEMENT FOR AMERICAN SIGN LANGUAGE (ASL) INTERPRETING SERVICES

## I. This Agreement is made between:

TRIAD Deaf Services, Inc  
4713 Cleveland Avenue NW  
Suite 205  
Canton, Ohio 44709

and

Tuscarawas County Department of Job and Family Services

Known herein this Agreement as **Provider** requesting ASL Interpreting Services to Individuals who are Deaf or Hard of Hearing or Deaf/Blind.

## II. CERTAIN DEFINITIONS

- A. The term "qualified sign language interpreters," "oral interpreter," or "interpreter" shall mean: an interpreter who is able to interpret competently, accurately, and impartially, both receptively and expressively, using any specialized terminology necessary for effective communication in a (*hospital, legal/court, legislative/community, various life experience needs*) setting to an adult, child or a companion who is Pre-vocational or Post-Vocational Deaf, Hard of Hearing or Deaf Blind.
- B. Interpreters will use ASL (American Sign Language) or SEE (Sight Exact English) or PSE (Pigeon Sign English) or if needed Home Signs
- C. The term "timely manner" shall mean: response time will not exceed two (2) hours without notification of delay or rescheduling needs.

## III. AVAILABILITY

- A. TRIAD Deaf Services will respond in a timely manner subject to the availability of qualified sign language interpreters.

Attachment  
E

- B. It is understood that response time may be delayed due to events outside the reasonable control of TRIAD Deaf Services or the interpreter called to respond, such as weather problems and other acts of unanticipated illness or injury of the interpreter, and unanticipated transportation problems. At which time the Provider will be notified immediately or within the hour by TRIAD and/or the interpreter.

#### **IV. TRIAD DEAF SERVICES RESPONSIBILITIES**

- A. TRIAD Deaf Services in consultation said Provider shall establish these responsibilities:
1. TRIAD Deaf Services shall ensure each interpreter shall hold such as licenses or certifications as may be required by an intuition or governmental bodies of competent jurisdiction. TRIAD Deaf Services shall ensure that each interpreter is qualified sign language interpreter.
  2. TRIAD Deaf Services shall have interpreter services available to 24 hours a day, 365 days a year. Interpreter services shall be provided on both emergency and non-emergency basis.
  3. TRIAD Deaf Services will provide an itemized with date of service, time of interpretation, deaf client's name with a breakdown of cost per the attached fee schedule rate (*See Attachment*).
  4. Provider shall appoint a principal contact person with responsibility of the interpreter program, and at least one alternate.
  5. Provider shall provide suitable facilities as necessary for TRIAD Deaf Services to properly perform its duties (i.e. privacy for interpretation.)
  6. Provider agrees to pay when due all accurate detailed invoices from TRIAD Deaf Services.

#### **V. INTERPRETER SERVICES TO OTHER PROVIDERS**

- A. Nothing in this Agreement shall prevent TRIAD Deaf Services from providing interpreters to other providers outside this contract.

- B. TRIAD Deaf Services will not agree to provide interpreters to another like providers at response times less than those provided said Providers of this Agreement.

## VI. COMPENSATION

- A. TRIAD Deaf Services shall be compensated for interpreter services by said Provider of this Agreement as invoiced per the rate set for in at the rate set for in Attachment A dated 2014.

## VII. TERM OF AGREEMENT

- A. This Agreement will be in effect for one (1) year and may be renewed at the end of the first year and subsequent years unless terminated. Either party may terminate this agreement at any time, with or without cause, by providing at least thirty (30) days advance notice of the termination to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.
- B. Compensation Rate shall remain the same through the term of this Agreement.
1. TRIAD Deaf Services reserves the right to adjust the rate schedule for future Agreements or during this contract period should the scope of service be expanded by the Provider beyond this Agreement.
  2. TRIAD Deaf Services reserves the right to charge for travel expenses within its service area when assignments occur outside Stark County to Tuscarawas County at a single flat rate of \$19.00 or to Carroll County at a single flat rate of \$26.00. Any adjoining county outside Stark and beyond TRIAD's service area will be billed at .45 cents per mile.

## VIII. Agree to by:

TRIAD Deaf Services:

  
\_\_\_\_\_  
Jack L. Hawk,  
Director of Deaf Services

and Provider:

  
\_\_\_\_\_  
A. Michelle Tote, Director  
Name Printed with Title:



This Agreement is made this day July 22 2014 and shall remain in effect through January 1, 2015 with automatic annual agreed to renewals with previously agreed to updates unless otherwise notified by the Provider to terminate any further Agreements with cause.

**Provider's Contact and Billing Information:**

Contact: Person: Adam Wilson  
Phone w/ Ext# 330 339 1791 ext 259

Billing Address: 389 16th St SW  
New Philadelphia Ohio 44663  
\_\_\_\_\_

Provider's Reference or PO Number TUSCARAWAS



# Interpreting Rates

## Agency Community Rate 2013-2015

- Business Hours are Mon-Fri 8:00 AM- 5:30 PM
- After Hours include weekends and holidays.
- Emergency Hours are less than 24 hour notice.

	RATE A BUSINESS HOURS	RATE B AFTER HOURS	RATE C BUSINESS HOURS EMERGENCY	RATE D AFTER HOURS EMERGENCY
<b>CATEGORY A-4</b> AGENCY COMMUNITY RATE	\$35	\$42.50	\$50	\$52.50

1. All assignments are charged a 2 hour minimum, unless otherwise directed for multiple continuous appointments.
2. Cancellations less than 24 hour notice or client "No Show" will be charged a \$45 cancellation fee in lieu of the 2 hour minimum.
3. Assignments over 2 hours are charged in 6 minute increments at 1/10 of the applicable rate.
4. All assignments outside Stark County will be charged a flat travel rate of \$19/assignment.
5. To schedule an interpreter for regular appointment for regular appointments, please call three to five or more business days in advance to secure an interpreter.

Please contact Jack L. Hawk, Director, to schedule an interpreter during normal business hours and After Hours Emergency at **330-437-6255**.

Rec'd  
6/1/20

## Tuscarawas County Job & Family Services Vendor Agreement

This Vendor Agreement is entered into this 19<sup>th</sup> day of May, 2020 by and between the Telelanguage, Inc. ("Vendor") with its principal place of business at 610 SW Broadway, Suite 200, Portland, Oregon 97205, and the Tuscarawas County Job & Family Services ("TCJFS") with its principal place of business at 389 16<sup>th</sup> St., SW, New Philadelphia, Ohio 44663 (each a "party" and collectively "parties"). The specific services to be provided by Vendor are as follows: Interpretation/translation services and deaf language interpretation for clients of TCJFS.

- A. In consideration of the services outlined above to be provided by Vendor, TCJFS agrees to make payment to Vendor as agreed to in the Pricing Fee Schedule, which is below. Vendor agrees to bill TCJFS within fifteen days after the end of the month in which services were provided. TCJFS shall have thirty days from receipt of said bill to provide payment to Vendor.

### Pricing Fee Schedule

#### *Telephonic Interpretation*

Spanish: \$0.63 per minute

All other languages: \$0.80 per minute

#### *Video Remote Interpreting (VRI)*

Spanish: \$0.99 per minute

All other languages: \$1.10 per minute

American Sign Language (ASL): \$2.49 per minute

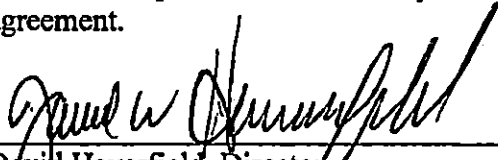
There are no fees to open an account and no monthly minimum requirements.

- B. Definitions: As used in this vendor agreement the following terms are defined as:
- Interpretation: Interpretation means the oral or spoken transfer of a message from one language into another language.
  - Translation: Translation means the written transfer of a message from one language into another language.
- C. Vendor agrees to maintain compliance with state, federal and local laws and regulations that may govern the provision of services outlined in this document.
- D. TCJFS and Vendor agree that in the performance of this agreement, there shall be no discrimination against any client or employee based on race, color, sex, religion, national origin, or disability as set forth in the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or other relevant federal or state laws governing the same. Vendor agrees to make available notice regarding the right to appeal said actions to all persons served by Vendor pursuant to this agreement.
- E. In the event that Vendor receives an overpayment from TCJFS of monies under this agreement, Vendor agrees to properly repay said amounts to TCJFS.

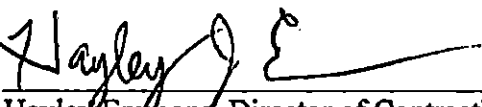
Attachment Copy to  
F Adam W.  
6/1/20

- F. Vendor agrees that this agreement is conditioned upon TCJFS continued receipt of state and/or federal funding. In the event that said funding is no longer available, TCJFS agrees to notify the Vendor of the same and terminate the agreement.
- G. This agreement may be terminated by either party by providing a thirty (30) day written notice to the other party. Said notice will not affect payment for services already provided, but shall relieve TCJFS of further obligation for payment for services rendered beyond the termination date of the agreement.
- H. This written Vendor Agreement and any attachments constitute the entire agreement between TCJFS and Vendor and supersede and void all prior agreements, either oral or written. Any changes to this Vendor Agreement shall only be effective if written and signed by both parties to this agreement.
- I. This Vendor Agreement shall be governed by the laws of the State of Ohio. The parties further agree to have any and all disputes arising under this Vendor Agreement settled by the state and federal courts sitting for Tuscarawas County, Ohio, and agree to waive any other venue. Should any portion of this Vendor Agreement be declared void due to a decision of a court or action by a legislative body, the remainder of the same shall remain in full force and effect with the exclusion of the voided portion.
- J. This agreement shall be in effect until December 31, 2020. This agreement shall automatically renew in increments of one year periods as of January 1, 2021 unless and until terminated by either party pursuant to section G above.

By signing below, the parties have caused this Vendor Agreement to be executed by their duly authorized representatives. The parties do hereby understand and agree to the terms of this agreement.

  
\_\_\_\_\_  
David Haverfield, Director  
Tuscarawas County Job & Family Services

5/19/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Hayley Emmons, Director of Contracting  
Telanguage, Inc.

5/26/20  
\_\_\_\_\_  
Date

Rec'd 4/13/20

copy to  
Adam W  
4/4/20

## Tuscarawas County Job & Family Services Vendor Agreement

This Vendor Agreement is entered into this 19<sup>th</sup> day of May, 2020 by and between and the International Institute of Akron, Inc. ("Vendor"), a nonprofit organization with its principal place of business at 20 Olive St., Akron, Ohio 44310 by Madhu Sharma, its Executive Director, duly authorized, and the Tuscarawas County Job & Family Services ("TCJFS") with its principal place of business at 389 16<sup>th</sup> St., SW, New Philadelphia, Ohio 44663 by David Haverfield, its Director, duly authorized, (each a "party" and collectively "parties"). The specific services to be provided by Vendor are as follows: Interpretation/translation services and deaf language interpretation for clients of TCJFS.

- A. In consideration of the services outlined above to be provided by Vendor, TCJFS agrees to make payment to Vendor as agreed to in the Pricing Fee Schedule, which is below. Vendor agrees to bill TCJFS within fifteen days after the end of the month in which services were provided. TCJFS shall have thirty days from receipt of said bill to provide payment to Vendor.

The Client agrees to pay the Contractor \$50.00 per hour for interpreting services during office hours (8AM – 5 PM, Monday-Friday) and \$60 per hour during after-hours and weekends, with a minimum service fee of one (1) hour for the initial hour and to be paid in half hour increments thereafter. In addition, the Client agrees to pay the Contractor mileage at the rate published by the Internal Revenue Service at the time the expense is incurred and reimburse the Contractor of all parking fees incurred by the Contractor or the interpreter. For services outside Summit County the Client agrees to pay the Contractor a flat travel time fee of \$40.00 per round trip.

The Client may cancel requested interpreting services upon a minimum of twenty-four (24) hours notice. If the notice of cancellation is less than twenty-four hours, the Client agrees to pay for one (1) hour of service. If no notice is given and the interpreter arrives at the facility designated for the provision of the service, then the Client agrees to pay in addition to the one (1) hour fee, travel time at the mileage rate as stated above.

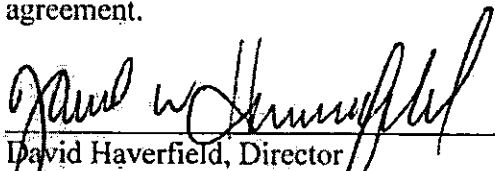
- B. Definitions: As used in this vendor agreement the following terms are defined as:
- Interpretation: Interpretation means the oral or spoken transfer of a message from one language into another language.
  - Translation: Translation means the written transfer of a message from one language into another language.
- C. Vendor agrees to maintain compliance with state, federal and local laws and regulations that may govern the provision of services outlined in this document.
- D. TCJFS and Vendor agree that in the performance of this agreement, there shall be no discrimination against any client or employee based on race, color, sex, religion, national origin, or disability as set forth in the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or other relevant federal or state laws governing the same.

Attachment  
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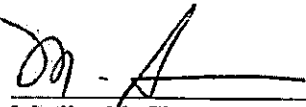
Vendor agrees to make available notice regarding the right to appeal said actions to all persons served by Vendor pursuant to this agreement.

- E. In the event that Vendor receives an overpayment from TCJFS of monies under this agreement, Vendor agrees to properly repay said amounts to TCJFS.
- F. Vendor agrees that this agreement is conditioned upon TCJFS continued receipt of state and/or federal funding. In the event that said funding is no longer available, TCJFS agrees to notify the Vendor of the same and terminate the agreement.
- G. This agreement may be terminated by either party by providing a thirty (30) day written notice to the other party. Said notice will not affect payment for services already provided, but shall relieve TCJFS of further obligation for payment for services rendered beyond the termination date of the agreement.
- H. This written Vendor Agreement and any attachments constitute the entire agreement between TCJFS and Vendor and supersede and void all prior agreements, either oral or written. Any changes to this Vendor Agreement shall only be effective if written and signed by both parties to this agreement.
- I. This Vendor Agreement shall be governed by the laws of the State of Ohio. The parties further agree to have any and all disputes arising under this Vendor Agreement settled by the state and federal courts sitting for Tuscarawas County, Ohio, and agree to waive any other venue. Should any portion of this Vendor Agreement be declared void due to a decision of a court or action by a legislative body, the remainder of the same shall remain in full force and effect with the exclusion of the voided portion.
- J. This agreement shall be in effect until December 31, 2020. This agreement shall automatically renew in increments of one year periods as of January 1, 2021 unless and until terminated by either party pursuant to section G above.

By signing below, the parties have caused this Vendor Agreement to be executed by their duly authorized representatives. The parties do hereby understand and agree to the terms of this agreement.

  
\_\_\_\_\_  
David Haverfield, Director  
Tuscarawas County Job & Family Services

5/19/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Madhu N. Sharma, Executive Director  
International Institute of Akron, Inc.

5/27/2020  
\_\_\_\_\_  
Date



*klid  
4-3-20*

T: 330.376.5106

F: 330.376.0133

[www.iiakron.org](http://www.iiakron.org)

20 Olive St., Suite 201  
Akron, OH 44310

VIA Regular Mail

May 29, 2020

Tuscarawas County Job and Family Services

Att: Lisa Vitale Arnold, Attorney

389 16<sup>th</sup> Street SW

New Philadelphia, OH 44663-6401

Dear Attorney Arnold,

Please find attached the signed Vendor Agreement between Tuscarawas County Job and Family Services and International Institute of Akron.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Sila King'.

Sila King

Legal Assistant