



Department of  
Job & Family  
Services

# TUSCARAWAS COUNTY

---

CIVIL RIGHTS PLAN, ADA PLAN AND LEP PLAN

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

**2024 - 2026**

**Lisa Vitale Arnold**

Tuscarawas County Job and Family Services | 389 16<sup>th</sup> Street SW, New Philadelphia, Ohio 44663



## Table of Contents

I.	Introduction and Purpose .....	2
II.	Authorities .....	3
III.	Definition of Terms .....	5
IV.	Civil Rights Plan .....	8
V.	ADA Compliance Plan ( <i>ADAAA &amp; Section 504</i> ) .....	9
VI.	Limited English Proficiency Plan .....	17
VII.	Complaint Procedures.....	22
VIII.	County Authority Signatures .....	26

## I. Introduction and Purpose

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

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

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

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

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

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

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



## **II. Authorities**

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

### **Statutes/Laws**

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

### **Federal Regulations/Guidance**

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

### **Executive Order**

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

## **State Guidance**

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

## **Agency Policy/Protocol**

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

### III. Definition of Terms

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

**BCR/BEAD:** The Bureau of Civil Rights (BCR) aka the Bureau of Engagement, Advocacy and Development (BEAD) is the entity contained within the Ohio Department of Job and Family Services charged with the responsibility of overseeing compliance by County Agencies / OMJ Centers with relevant civil rights laws.

**County Agency:** County Departments of Job and Family Services, County Child Support Enforcement Agencies, Public Children Services Agencies, WIOA funded OMJ (Ohio Means Job) Centers, Agencies standing alone or any combined agencies with a single administrative structure.

**Disability:**

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

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

**Effective Communication:** In a human services, social services or job training/assistance setting; effective communication occurs when County Agency / OMJ Center staff have taken necessary steps to make sure that a person who is LEP is given adequate information in his/her language to understand the services, benefits or the requirements for services or benefits offered by the County Agency / OMJ Center. These necessary steps must allow an individual the opportunity to qualify for the benefits or services provided by that County Agency / OMJ Center without unnecessary delay due to the person's LEP. Effective communication also means that a person who is LEP is able to communicate the relevant circumstances of his/her situation to the County Agency / OMJ Center.

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

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

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

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

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

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

**Limited English Proficiency (LEP):** A person with limited English proficiency or "LEP" does not speak English as their primary language and is not able to speak, read, write, or understand the English language well enough to allow him/her to interact effectively with a County Agency / OMJ Center.

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

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

**Meaningful Access:** Language assistance must result in accurate, timely, and effective communication at no cost to the LEP individual and is not significantly restricted, delayed, or inferior as compared to programs or activities provided to English proficient individuals. To benefits, programs and services is the standard of access required of the County Agencies / OMJ Centers since they receive federal funding through the state of Ohio. Meaningful access requires compliance by County Agencies / OMJ Centers with state and federal LEP requirements as set out in relevant state and federal laws. This assistance includes but is not limited to providing bilingual staff, interpreters, translated materials, and many other strategies to ensure meaningful access.

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

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

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

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

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

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

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

**Promotional/Outreach Documents:** County Agency / OMJ Center designed documents utilized by the County Agency / OMJ Center to provide information to the general public but targeting individuals who are eligible or may be eligible for county benefits/services or programs.

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

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

**Vital Documents:** Forms or documents designed and utilized by the County Agency / OMJ Center that are critical for accessing federally funded services or benefits or are required by law. Vital documents can include but are not limited to applications for county designed programs; consent forms designed by the County Agency / OMJ Center; letters designed by the County Agency / OMJ Center requesting eligibility documentation.



## IV. Civil Rights Plan

### A. Statement of Policy

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

The Tuscarawas County Job and Family Services shall implement the Civil Rights Plan within their service area through the following methods:

### B. Delegated Authority

The Tuscarawas County Job and Family Services shall appoint a Civil Rights Coordinator. The Civil Rights Coordinator shall be responsible for monitoring the implementation of the Civil Rights Plan for the agency, including, but not necessarily limited to:

1. Receiving and, if necessary, assisting with the writing of discrimination complaints which are filed by Tuscarawas County Job and Family Services participants, clients, and beneficiaries of Tuscarawas County Job and Family Services programs. Such complaints are then referred to the ODJFS, Bureau of Civil Rights for investigation and resolution.
2. Distributing civil rights pamphlets/brochures, posters and other information pertaining to civil rights laws to appropriate agency staff, beneficiaries and interested members of the public.

### C. Delegated Authority *(For WIOA Funded Programs Only)*

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

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



/OMJ Center

Equal Opportunity Officer:

Phone:

Email:

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

### **A. Statement of Policy**

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

### **B. General requirements of the ADAAA/504**

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

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

### **C. Effective Date**

Effective immediately, all Tuscarawas County Job and Family Services staff will adhere to this policy.

### **D. Application**

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

### **E. ADAAA and Section 504 of the Rehabilitation Act**

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

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

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

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

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

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

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

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

#### **F. ADAAA/504 Coordinator**

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

#### **G. Physical Accessibility**

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

#### **H. Reasonable Modifications**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

- Modifications

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

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

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

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

#### **J. Recording Information**

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

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

#### **K. Disability-related information should be kept confidential.**

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

#### **L. Integrated Setting**

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

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



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

**M. Some disabled individuals need to use service animals.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **P. Effective Communication: Individuals with Vision Impairments**

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

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

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

**Q. Notice of ADAAA/504 rights**

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

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

**R. Staff training.**

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

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

## VI. Limited English Proficiency Plan

### A. Statement of Policy

It is the policy of Tuscarawas County Job and Family Services to provide meaningful access to all individuals applying for, participating in programs, or receiving services/benefits administered by, supervised by, authorized by and/or participated in by Tuscarawas County Job and Family Services, its contractors and/or vendors. Meaningful access involves Tuscarawas County Job and Family Services promoting effective communication to LEP individuals seeking or receiving services, benefits or participation in programs funded in whole or in part by federal funds. This plan specifically provides necessary assurances and identifies tools being used to effectuate this policy.

### B. County LEP Population

Tuscarawas County Job and Family Services has determined that the language(s) other than English that is/are most likely to be encountered by employees of the Tuscarawas County Job and Family Services is/are:

- Spanish; K'iche'; Ixil; French/Haitian Creole

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

Tuscarawas County Job and Family Services will periodically monitor the LEP population of those served or those who could be served by Tuscarawas County Job and Family Services. If it is determined that other LEP language groups are seeking benefits/services or are potentially eligible to receive benefits/services within Tuscarawas County Job and Family Services, the Tuscarawas County Job and Family 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.

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

Select One:

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

### C. Interpretation Services

Tuscarawas County Job and Family Services, 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 Tuscarawas County Job and Family Services by the means designated in section (Methods) of this plan. Interpretation services are provided in an efficient and timely manner so as not to delay a determination of eligibility for an individual or family, receipt of eligible services/benefits or participation in a county run program beyond that of an English-speaking individual or family. The Tuscarawas County Job and Family Services makes this policy known to the LEP through the following methods (e.g., posters in other languages, Babel cards, etc.).

Tuscarawas County Job and Family Services addresses phone calls and voice mail by LEP individuals in the following manner: (describe County Agency / OMJ Center phone services for LEP individuals. If addressed through something checked in Section E. can reference that portion).

Tuscarawas County Job and Family Services addresses walk-ins who are LEP individuals in the following manner: LEP walk-in method(s).

Tuscarawas County Job and Family 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, Tuscarawas County Job and Family Services will inform the customer that the family may stay but will not be able to serve as the interpreter. Only on rare occasions when there is no other strategy, such as interpretations over the phone, the Tuscarawas County Job and Family Services will then, on a case by case basis, consider factors such as: competence of the family or friend used as the interpreter; the appropriateness of the use in light of the circumstances and ability to provide quality and accurate information, especially if the interview could result in a negative effect on the individual or family's eligibility for benefits/services; potential or actual conflicts of interest; and confidentiality of the information being interpreted to determine whether Tuscarawas County Job and Family Services should provide its own independent interpreter for itself. In no case does, Tuscarawas County Job and Family Services allow a minor child to act as interpreter for an LEP individual or family.

#### **D. Translation of Documents**

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

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

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

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

#### **State Designed Vital Documents**

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

## Translation Engines and Auto Translation Tools

The use of translation engines and/or auto translation tools such as Google Translate, through the internet or language applications can be very useful however they should not be used to translate vital information nor used by any other persons outside of a native speaker or a certified bilingual staff as an assistance guide. A native speaker/certified bilingual staff is able to make the appropriate adjustment and/or corrections to the translation. A non-native speaker will have difficulty making the proper adjustment to the syntax's, meaning, and vocabulary. One example we found using one of the translation engines was: e.g., Spanish- dos burritos por favor; the English translation - two donkeys please, instead of two burritos please. The computer does not know that you are referring to food. The computer translates literally. Therefore, to avoid any misunderstandings we do not recommend the use of engine translations or auto translation tools.

### E. Methods of Providing Services to LEP Population

(Check all that are applicable)

- ☒ Bi-lingual Employee(s) (if checked provide employee(s) names and language(s) with brief description of method of determining competence as interpreter(s)).

Malissa Cantarero - fluent in Spanish. Malissa has extensive experience speaking Spanish, including immersion in the 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)).

Enter text here

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

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 Interpreters XP, Inc., run by Monica Benavides. Ms. Benavides is certified for interpreting by the Ohio Supreme Court. She was chosen by referencing the Ohio Supreme Court website. She has consistently provided a high level of quality work. 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. Additional deaf interpretation service contracts are with HallenRoss in Columbus (video only) and Easterseals of Mahoning, Trumbull, and Columbia counties. Contracts have been made through the procurement process with The International Institute of Akron, Inc., Language Line, and Propio One (via the State).

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

We have a contract with Language Line, which was initially chosen as the provider used by the State. We continued to use Language Line based on the quality of services rendered. Propio One is the provider for the State now. The International Institute of Akron, Inc. was chosen through the procurement process.



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

Enter text here

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

We have a contract with Monica Benavides, who is certified for interpreting by the Ohio Supreme Court. She was chosen by referencing the Ohio Supreme Court website. She has consistently provided a high level of quality work.

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

Enter text here

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

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

List method(s) of information to personnel here:

Dissemination of the agency's LEP plan to all staff; annual LEP training; contact information for interpreters available on Sharepoint; staff kept up to date on any changes regarding LEP families (e.g., if the LEP family is transferred to a different case worker);

**G. Optional**

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

Enter text here

**H. Attachments**

Attachment A – Agency Policy on Methods of Meeting Clients' Special Communication Needs

Attachment B – Contract with Monica Benavides

Attachment C – Contract with Clear Communications

Attachment D – Contract with Easterseals of Mahoning, Trumbull, and Columbiana Counties

Attachment E – Contract with HallenRoss and Associates, LLC

Attachment F - Contract with International Institute of Akron, Inc.

Attachment G - Contract with InterpretersXP LLC

Attachment H - Contract with Language Line Services, Inc.

Attachment I - Contract with TRIAD Deaf Services, Inc.

Attachment J - Complaint form to file claims of discrimination

## VII. Complaint Procedures

### A. Grievance Procedures for Individuals with Disabilities

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

Each CDJFS/OMJ has a grievance form that individuals can use to file a grievance regarding the requested modification. The CDJFS/OMJ also has the complaint form that can be used to file other claims of discrimination. Those documents are attached to this policy as Attachment 5. No one is required to use the provided forms, and grievances can be made orally. Helping a disabled individual complete a grievance or complaint form may be a reasonable modification that CDJFS/OMJ staff must undertake.

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

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

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

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

Complaints of ADA/504 violations should be referred to:

✚ David Riker, ADA Coordinator  
Tuscarawas County Department of Job and Family Services/Ohio Means Jobs Center  
By mail at: 389 16<sup>th</sup> Street, SW, New Philadelphia, Ohio 44663  
By email at: David.Riker@jfs.ohio.gov

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

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

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



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

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

## **B. Civil Rights Procedures**

Any person who believes that he/she, or any specific class of persons, has been subjected to unlawful discrimination on the basis of race, color, national origin, disability, age, sex (including pregnancy, gender identity and sexual orientation), religion, political affiliation, or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a WIOA program or activity (**Protected classes may vary depending on the program**) may file a complaint outlining the alleged discriminatory act(s).

The Tuscarawas County Job and Family Services shall have in effect a complaint procedure which incorporates the elements of due process. Written complaints are to be date stamped by the person who receives the complaint. Document receipts are to be provided to complainants who hand-deliver complaints. (It is not necessary for an individual to submit a complaint in writing about alleged sexual harassment before starting an investigation.)

1. Complaints must be filed with the Tuscarawas County Job and Family Services within one-hundred and eighty (180) business days of the date the alleged discriminatory act or treatment occurred.
2. When complaints are received by the local area Civil Rights Coordinator, they shall be referred to the ODJFS, Bureau of Civil Rights within three (3) business days of the date of receipt. ODJFS BCR/BEAD shall conduct its inquiry and issue its Final Report of the complaint.
3. Any party dissatisfied with the ODJFS BCR/BEAD's Final Report will be advised of the right to file a complaint with the applicable federal agency.
4. No person who has filed a complaint, testified, assisted, or participated in any manner in an investigation of a complaint shall be intimidated, threatened, coerced, or retaliated against by the agency's staff or its contractors.

✚ Tuscarawas Department of Job and Family Services/ OMJ Center  
Civil Rights Coordinator(s): Lisa Vitale Arnold  
Phone: (330) 339-7791  
Email: [Lisa.Vitale@jfs.ohio.gov](mailto:Lisa.Vitale@jfs.ohio.gov)  
Website: [www.tcjfs.org/civil-rights/](http://www.tcjfs.org/civil-rights/)

## **C. Civil Rights Procedures (For MEPA Complaints Only)**

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

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



ODJFS engaged in discriminatory acts, policies, or practices as it applies in the foster care or adoption process.

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

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

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

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

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

### State Enforcement Agency

It is recommended that individuals contact the ODJFS, Bureau of Civil Rights before attempting to file their complaints directly with any of the federal agencies listed below as ODJFS BCR/BEAD can assist in determining the correct filing agency bases upon the program, service, or benefit.

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

### Federal Enforcement Agencies

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

Website: [ad-3027.pdf \(usda.gov\)](#)

- **United States Department of Labor** (Unemployment and WIOA Programs); Mail: Director, Civil Rights Center, ATTENTION: Office of External Enforcement, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N-4123, Washington, D.C., 20210.

Phone: Toll Free: 1-866-487-2365

Email: [CRCEXternalComplaints@dol.gov](mailto:CRCEXternalComplaints@dol.gov)

Website: [How to File a Complaint with External Enforcement | U.S. Department of Labor \(dol.gov\)](#)



**VIII. County Authority Signature**

Veronica Spidell



Director

6/27/24

Date

Lisa Vitale Arnold



Civil Rights Coordinator

6/27/2024

Date

David Riker



ADAAA Coordinator

6/27/2024

Date

Equal Opportunity Officer

Date

(Person with authority/Title)

Date

**Addendum to  
Tuscarawas County Job and Family Services  
Civil Rights Plan, ADA Plan, and LEP Plan**

The following addendum is to add information to the plan that was not able to be entered into the protected Word document:

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

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

Paragraph 3: To make a call to a TTY user: Dial 1-800-750-0750 and give the relay operator the phone number you want to call. ...

**VI. Limited English Proficiency Plan**

**B. County LEP Population**

Paragraph 2: ... The methodology used to make this determination is as follows: Previous TCJFS contacts and experience.

**C. Interpretation Services**

... The Tuscarawas County Job and Family Services makes this policy known to the LEP through the following methods: The agency's LEP plan is posted on our website. Staff indicates to the individual that translation services are provided at no cost. Paperwork and signs are placed in the agency lobby that states language services are available for those who do not speak English. Reception staff have cards in several languages to help identify the language needed to assist in the provision of services.

Tuscarawas County Job and Family Services addresses phone calls and voice mail by LEP individuals in the following manner: The agency phone menu is available in both English and Spanish. Whenever an individual calls in and is speaking a language other than English, staff immediately get an interpreter on the phone. When a voicemail message is left and the individual speaks a language other than English, the message is returned with an interpreter on the phone. The State of Ohio has an interpreting contract with Propio One and TCJFS has an interpreting contract with Language Line. In addition, one staff member is fluent in Spanish.

Tuscarawas County Job and Family Services addresses walk-ins who are LEP individuals in the following Manner: The State of Ohio has an interpreting contract with Propio One. The agency has interpreting contracts with Language Line, Interpreters XP (Monica Benavides), International Institute of Akron, and Clear Communications. There is one staff member who is bilingual, being fluent in Spanish. Reception staff have visual aids/cards that assist LEP individuals to determine their specific need so that they may be properly served.

**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 B

## **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.

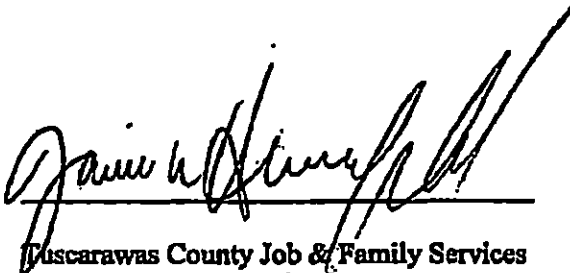
Upon completion of the assignment, the contractor will submit its invoice and the certificate of interpretation which contains the start and the end time of the work and the client signature for payment. Terms of payment will be net thirty (30) days following date of invoice.

**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.

---

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

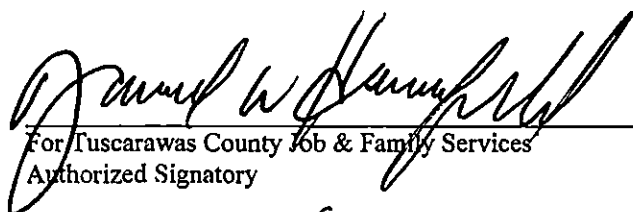
Effective Date

Attachment C

**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

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

This Vendor Agreement is entered into this 10<sup>th</sup> day of May, 2023 by and between and the Easterseals of Mahoning, Trumbull, & Columbiana Counties and Youngstown Hearing & Speech ("Vendor"), a nonprofit organization with its principal place of business at J. Ford Crandall Rehabilitation Center, 299 Edwards Street, Youngstown, Ohio 44502, 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 "Schedule A" How to Schedule An Interpreter / Interpreting Fee Schedule, which is incorporated into this document as if fully written herein. "Schedule A" includes information on scheduling and interpreter, fees for interpreting, cancellation policy, and travel policy. The privacy policy does not apply as neither party to this contract is an Independent Contractor. Vendor agrees to bill TCJFS within fifteen (15) days after the end of the month. TCJFS shall have thirty (30) days from receipt of said bill to provide payment to Vendor.
- B. Requests for interpreting services shall be made at least two (2) business days prior to the appointment, with the exception of an emergency. If a non-emergency request is made with less than a forty-eight (48) hour notice, Vendor cannot guarantee an interpreter for TCJFS's preferred time. Interpreting appointments on weekends, holidays, or scheduled with less than a twenty-four (24) hour notice will be charged at the rate as indicated on the accompanying "Schedule A".
- C. 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.
- D. Vendor agrees to maintain compliance with state, federal and local laws and regulations that may govern the provision of services outlined in this document.
- E. 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.



- F. In the event that Vendor receives an overpayment from TCJFS of monies under this agreement, Vendor agrees to properly repay said amounts to TCJFS.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. This agreement shall be in effect until December 31, 2023. This agreement shall automatically renew in increments of one year periods as of January 1, 2024 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 W. Haverfield

David Haverfield, Director  
Tuscarawas County Job & Family Services

May 10, 2023

Date

Steve Leland

Steve Leland, Director  
Community Center for the Deaf and Outpatient Medical Rehabilitation Services  
Easterseals of Mahoning, Trumbull, & Columbiana Counties

May 25, 2023

Date

## "SCHEDULE A"

### HOW TO SCHEDULE AN INTERPRETER

To schedule an interpreter, please call the Community Center for the Deaf (CCD) at 330-726-8391 during regular business hours, 8 a.m. – 5 p.m., Monday – Friday. To ensure that an interpreter will be available, please give as much notice as possible. We will try our best to honor requests for specific interpreters but cannot guarantee their availability. After hours, call Help Hotline at 330-747-2696.

The following information will be needed at the time of the request:

- Name of the Deaf or hard of hearing person
- Date and Time of the appointment
- Address of where the appointment will occur, including suite number (if applicable)
- Billing address, including an ATTN: to and a suite number (if applicable)
- Your name and phone number

All interpreters are highly qualified and follow a strict code of ethics, which demands confidentiality and faithful interpretation of what is being said by all parties.

<b><i>Interpreting Fee Schedule</i></b>		
<b>Community Assignment</b>	\$80.00 / hour	Assignment begins during regular business hours – 7 a.m. to 5 p.m.
<b>After-hours Community Assignment</b>	\$100.00 / hour	Assignment begins after regular business hours – 7 a.m. to 5 p.m. This includes evenings and weekends.
<b>Last-Minute Community Assignment</b>	\$100.00 / hour	Assignment is given to CCD with less than 48 business hours' notice.
<b>Holiday Community Assignment</b>	\$100.00 / hour	Assignment occurs during CCD holiday hours.
<b>Medical Assignment</b>	\$80.00 / hour	Assignment begins during regular business hours – 7 a.m. to 5 p.m.
<b>After-hours Medical Assignment</b>	\$100.00 / hour	Assignment begins after regular business hours – 7 a.m. to 5 p.m. This includes all evenings and weekdays.
<b>Last-Minute Medical Assignment</b>	\$100.00 / hour	Assignment is given to CCD with less than 48 business hours' notice.
<b>Holiday Medical Emergency</b>	\$100.00 / hour	Assignment occurs during CCD holiday hours.

- All rates are quoted as per hour per interpreter.
- Please note that any assignment that is two (2) consecutive hours or longer in duration may require two interpreters.
- Any time up to sixty (60) minutes will be billed for one (1) hour. For assignments lasting longer than one (1) hour, CCD will bill at thirty (30) minute increments.
- All assignments will be billed at 100% of the total requested time.

**Cancellation Policy** - To avoid a cancellation fee, 48 business hours' notice is required for all assignments 2 or more hours in length. Assignments scheduled for less than 2 hours require 24 business hours' notice. The cancellation fee for any assignment with less than 24 hours' notice is \$40.00. Failure of the customer or the customer's client to show up for the scheduled appointment will be billed 100% of the scheduled time.

Signature: Steve Leland  
Steve Leland (May 25, 2023 08:49 EDT)

Email: sleland@mtc.easterseals.com

**Travel Policy** – CCD is pleased to serve any interpreting needs of our service area. All scheduled assignments will be assessed a mileage of fifty-four cents (\$0.54) per mile and will be added to the bill. The mileage will be determined from 299 Edwards Street, Youngstown OH 44502 to the address of the assignment. All After-hours, Last-Minute and Holiday assignments will have mileage determined from the starting location of the Interpreter On-Call to the assignment location, and back to the Interpreter On-Call's original location.

**Privacy Policy** – Independent contractors shall comply with the following agreements:

1. **REGULATORY COMPLIANCE.** Independent Contractor shall perform all duties under this Agreement in strict compliance with federal, state, and local law, rules, and regulations, including without limitation all laws relating to the Independent Contractor's Services in the state where the agency is located, the prevailing community standard of care in the community served by each agency, and, if applicable, agency bylaws, policies, procedures, rules and regulations. This includes establishing and maintaining an environment free from disruption, intimidation, coercion, and harassment (including without limitation sexual harassment). Contractor shall notify the Chief Executive Officer of the agency promptly of any incidents in which the rights of agency employees, patients, visitors, or other practitioners may have been violated.
2. **CONFIDENTIALITY OF AGENCY INFORMATION.** Independent Contractor recognizes and acknowledges that, by virtue of entering into this agreement and providing services to the Agency hereunder, Independent Contractor may have access to certain information of the agency that is confidential and constitutes valuable, special, and unique property of the agency. Independent Contractor agrees that the Independent Contractor will not at any time, either during or subsequent to the term of this agreement, disclose to others, use, copy, or permit to be copied, without the Agency's express prior written consent, except pursuant to Independent Contractor's duties hereunder, any confidential or proprietary information of the agency, including, but not limited to, information which concerns the agency's patients, costs, or treatment methods developed by the agency for the agency, and which is not otherwise available to the public.
3. **CONFIDENTIALITY OF THE TERMS OF THIS AGREEMENT.** Except for disclosure to Independent Contractor's legal counsel, accountant, or financial advisors (none of whom shall be associated or affiliated in any way with agency or any of its affiliates), Independent Contractor shall not disclose the terms of this agreement to any person who is not a party or signatory to this agreement, unless disclosure thereof is required by law or otherwise authorized by this agreement or consented to by the agency. Unauthorized disclosure of the terms of this agreement shall be a material breach of this agreement and shall provide facility with the option of pursuing remedies for breach or immediate termination of this agreement.
4. **CONFIDENTIALITY OF PATIENT INFORMATION.** Independent Contractor shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by facility in writing, any patient or medical record information regarding facility patients, and Independent Contractor shall comply with all federal and state laws and regulations and all bylaws, rules, regulations, and policies of the agency regarding the confidentiality of such information. Independent Contractor acknowledges that in receiving or otherwise dealing with any records or information from the agency about the agency's patients receiving treatment for alcohol or drug abuse, Independent Contractor is fully bound by the provisions of the federal regulations governing confidentiality of alcohol and drug abuse patient records.

**Effective through December 31, 2023**

David W. Haverfield  
David W. Haverfield (May 10, 2023 14:01 EDT)

David Haverfield, Director  
Tuscarawas County Job & Family Services

May 10, 2023

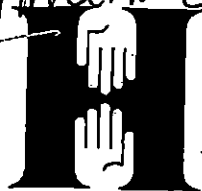
Date

Steve Leland

Steve Leland, Director  
Community Center for the Deaf and Outpatient Medical Rehabilitation Services  
Easterseals of Mahoning, Trumbull, & Columbiana Counties

May 25, 2023

Date



### SERVICE AGREEMENT

A request for services is a contract for time requested and services provided. Fees are based on an hourly rate computed in 15-minute increments (rounded up) with a 90 minute minimum charge per interpreter. Services completed prior to the contracted completion time will be billed for the entire contracted time.

<b>PROFESSIONAL SERVICES (ON SITE)*</b>	<b>Standard services</b> <i>Work requiring generalist certification and/or training that is adequate to provide an effective interpretation (ex. Standard language users, routine appointments/interactions)</i>	<b>Specialized services</b> <i>Work requiring additional/specialized certifications (ex. SC:L, CDI) and/or additional/specialized training is required or advisable to provide an effective interpretation (ex. Non-standard/idiosyncratic language users, non-English speakers, foreign sign language users, individuals with disabilities other than/in addition to deafness, high stakes interactions)</i>
Business hours (M-F, 8:00a-5:00p)	\$58.75/hr	\$67.50/hr
Evening hours (M-F, 5:00p-Midnight; federal holidays; weekends)	\$67.50/hr	\$74.25/hr
Night hours (all days, midnight-8:00a)	\$74.25/hr	\$81.68/hr

\*Note: All fees are charged at a 90 minute minimum per interpreter.

<b>EXPEDITED SERVICES FEE</b> (service requests received with less than one business day's notice)	\$35.00	
<b>EXTENDED SERVICE AREA FEE**</b> (services provided on site outside of Franklin and Delaware counties)	\$45/hr	
<b>**Note:</b> Fee is based on round trip drive time from Columbus, Ohio, per interpreter. In the event a local interpreter is available, no extended service area fee will be charged.		
<b>ADMINISTRATION FEE***</b>	<b>Standard services</b> <i>Single day event, requiring no more than 2 interpreters</i>	<b>Complex services</b> <i>Requiring 3 or more interpreters or multiple day events</i>
	\$30	\$105/day
<b>***Note:</b> Administration fees are charged in the event of cancellations per the cancellation policy below.		

**REQUESTS FOR SERVICES** will be accepted from all new customers and from existing customers whose account balances are current (within 30 days). Requests may be submitted via email to [interpreting@hallenross.com](mailto:interpreting@hallenross.com) or by phone to 614-296-8937.

Due to the demand for effective interpretation services and to ensure the highest quality of service, Hallenross encourages requests be made a minimum of 10 full business days in advance. For requests made less than 10 full business days in advance, Hallenross will make every effort to secure interpreters but, unfortunately, we cannot guarantee services will be provided, particularly when more than 1 interpreter is needed.

- **Required Information:** In order to provide the best services possible, it is imperative to have accurate information about the appointment. We rely upon our customers to provide:
  - o date of service,
  - o estimated start and ending times of service,
  - o address of assignment (including, if applicable, cross streets),
  - o building name and room numbers (as applicable),
  - o parking location,
  - o contact person and phone number at the interpreting site,
  - o name(s) of Deaf consumer(s),
  - o nature of the assignment (including any specifics, such as: expected dress, music that will be performed, room layout, etc.),
  - o billing information (authorizing person, billing email address, purchase orders if required, etc.)
- **Accuracy:** Every effort should be made to provide accurate assignment information. Should the details of the actual work vary substantially from those provided at the time of scheduling or an assignment extend beyond the scheduled time, services may need to be terminated at the discretion of the interpreter. Determinations will be made after consultation with the Hallenross Coordinator on Duty.

**POLICY ON TEAM INTERPRETERS:** For service requests requiring more than an hour of continuous interpreting, it may be necessary to assign two interpreters. This decreases the chance for misinterpretation due to physical and/or mental fatigue while also preventing potential health risk for the interpreter such as repetitive motion injuries. Similarly, a team of interpreters may be needed to meet the varying needs of the consumers involved and the complexity of the situation regardless of the length of the appointment. The Coordinator on Duty will discuss this need with you at the time of your service request.

**CANCELLATION OF SERVICES:** All cancellations must be in writing via email to: [interpreting@hallenross.com](mailto:interpreting@hallenross.com) during regular business hours (8:00 a.m. to 5:00 p.m. EST Monday thru Friday, excluding holidays).

- ANY WORK BEGUN will be charged for the entire contracted professional services time per interpreter.
- CANCELING OR RESCHEDULING PROFESSIONAL SERVICES AT ANY TIME DURING THE BUSINESS DAY BEFORE THE SCHEDULED APPOINTMENT will be billed for the entire contracted professional services time per interpreter.
- CANCELING OR RESCHEDULING AT ANY TIME DURING BUSINESS HOURS 2 DAYS IN ADVANCE will be billed at one half the contracted professional services time per interpreter in addition to the full administration fee (if applicable).
- CANCELLATION OF CONFIRMED SERVICES WITH MORE THAN 2 BUSINESS DAYS NOTICE will be billed the appropriate administration fee.
- RESCHEDULED SERVICES will be considered a new service request and billed according to the date the new request is received
- NO SHOW OF THE CUSTOMER OR CUSTOMER'S CLIENT(S) does not discharge the customer from responsibility of full payment for services.

Proceeding with scheduling an appointment indicates acceptance of the service agreement terms and associated service fees.

Tuscarawas County Job & Family Services  
Name of the Company or Business  
Signature of person authorized to enter such agreement

6/19/2020  
Date

## **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.

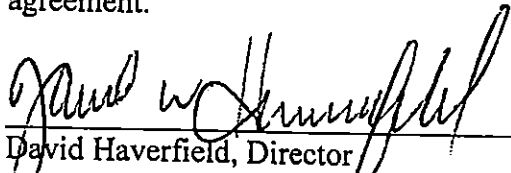
- C. Vendor agrees to maintain compliance with state, federal and local laws and regulations that may govern the provision of services outlined in this document.

- 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.

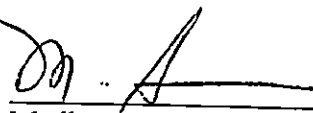
Vendor agrees to make available notice regarding the right to appeal said actions to all persons served by Vendor pursuant to this agreement.

- 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

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

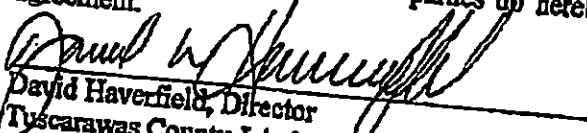
This Vendor Agreement is entered into this 5<sup>th</sup> day of January, 2021 by and between InterpretersXP LLC ("Vendor"), by its principal member, Monica Benavides, with its principal place of business 1526 Hampton Knoll Drive, Akron, Ohio 44313, and the Tuscarawas County Job & Family Services ("TCJFS") 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 of several languages for individual clients of TCJFS.

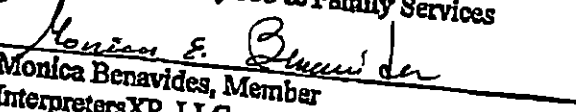
- A. In consideration of the services outlined above to be provided by Vendor, TCJFS agrees to make payment to Vendor for in person interpreting in the amount of sixty-five dollars (\$65.00) per hour, with a minimum of two (2) hours. Vendor will additionally charge for mileage at the rate of .575 cents per mile. Phone interpreting services are billed at seventy dollars (\$70.00) per hour with no minimum requirement. Zoom or other virtual interpreting services are billed at eighty-five dollars (\$85.00) per hour with no minimum requirement. Cancellation fees will be assessed as follows: For interpreting services that are in person, cancellations made with less than a forty-eight (48) hour notice will carry a two (2) hour fee. For interpreting services that are via Zoom/virtual, cancellations made with less than a forty-eight (48) hour notice will carry a one (1) hour fee. For interpreting services that is via phone, cancellations made with less than a twenty-four (24) hour notice will carry a one (1) hour fee. See attached *Fee Schedule For Interpreting Services* (Schedule A), which is incorporated into this agreement as if fully written herein. Vendor agrees to bill TCJFS within fifteen (15) days after the end of the month in which services were provided. TCJFS shall have thirty (30) days from receipt of said bill to provide payment to Vendor.
- 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. Parties agree that during the term of this agreement and thereafter, Vendor and the interpreter will protect and treat as confidential all information furnished, obtained, or created, 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 said information. Vendor agrees and acknowledges that the interpreter will be deemed a non-employee of TCJFS.
- D. Vendor agrees to maintain compliance with state, federal and local laws and regulations that may govern the provision of services outlined in this document.



- E. 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.
- F. In the event that Vendor receives an overpayment from TCJFS of monies under this agreement, Vendor agrees to properly repay said amounts to TCJFS.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. This agreement shall be in effect until December 31, 2021. This agreement shall automatically renew in increments of one year periods as of January 1, 2022 unless and until terminated by either party pursuant to section H 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

  
Monica Benavides, Member  
InterpretersXP, LLC

1/6/21  
Date

1/25/2021  
Date

**INTERPRETERSXP, LLC.**

Language Services Provider

1526 Hampton Knoll Drive

Akron, Ohio 44313

EIN: 47-5099336

Mbenavides.interpreter@gmail.com

330-608-0795

**FEE SCHEDULE FOR INTERPRETING SERVICES**

**In Person:**

2 hour minimum      \$65.00 per hour

Half Day              \$265.00

Full Day              \$450.00

Mileage:            .575 cents per mile (federal allowance)

Drive time:        \$45.00 (Only if miles exceed 55 miles-one way)

**ZOOM Conferencing**

1 hour minimum    \$85.00 per hour.

With 30 minutes increments.

**Over the phone**

One hour    \$70.00

With 30 minutes increments.

**NOTE:** A fee for a cancellation will be assessed if not notified within 48 hours prior to service.

*Schedule A*

Attachment H

# 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@languageline.com](mailto:CustomerCare@languageline.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.

# Master Service Agreement

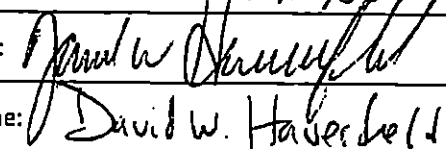
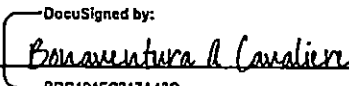
6. **RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability 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 [customercare@languageline.com](mailto:customercare@languageline.com) with a copy to [contractadministrationteam@languageline.com](mailto:contractadministrationteam@languageline.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. Haverbeid		Bonaventura A. Cavaliere BDC191FC317A43C...	
Title: Director		CFO	

## Master Service Agreement

## Schedule A

Tuscarawas County Job &amp; Family Services

## CUSTOMER CONTACT INFORMATION

<b>Operations Contact</b>	<b>Billing Contact</b> <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:

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

<b>Excluded Affiliates</b> - 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:





## Statement of Work

### LanguageLine® Phone<sup>SM</sup> Interpreting

Tuscarawas County Job &amp; Family Services

18085

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) ..... \$175.00
  - 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.

<b>Tuscarawas County Job &amp; Family Services</b>		<b>Language Line Services, Inc.</b>	
Accepted and agreed to date: <i>5/15/20</i>		Accepted and agreed to date: June 25, 2020	
Signature: <i>David W. Howerdub</i>		Signature: <i>Bonaventura A. Cavaliere</i>	
Print Name: <i>David W. Howerdub</i>		Bonaventura A. Cavaliere	
Title: <i>Director</i>		CFO	

## 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.

- 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

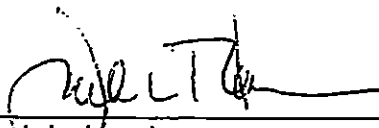
- A. TRIAD Deaf Services shall be compensated for interpreter services by said Provider of this Agreement as invoiced per the rate set for in at the rate set for in Attachment A dated 2014.

## VII. TERM OF AGREEMENT

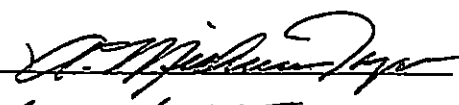
- A. This Agreement will be in effect for one (1) year and may be renewed at the end of the first year and subsequent years unless terminated. Either party may terminate this agreement at any time, with or without cause, by providing at least thirty (30) days advance notice of the termination to the 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 Toke, 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 7791 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
CATEGORY A-4 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.





**Department of  
Job & Family  
Services**

**DISCRIMINATION COMPLAINT**

Bureau of Civil Rights  
30 E. Broad Street, 30th Floor  
Columbus, Ohio 43215-3414

*Attachment J.*

**PHONE:** (614) 644-2703 or Toll Free 1-866-227-6353 **FAX:** 614-752-6381 **EMAIL:** [Civil\\_Rights@jfs.ohio.gov](mailto:Civil_Rights@jfs.ohio.gov)  
*Assistance with completion of this form shall be provided.*

CONTACT INFORMATION		
Name (Last)	(First)	(Middle Initial)
Home Address (Number and Street)	(City)	(Zip)
Phone Number ( )	Email	
COMPLAINT DETAILS		
1. On what basis do you believe you have been discriminated against? <input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin <input type="checkbox"/> Age <input type="checkbox"/> Religion <input type="checkbox"/> Disability <input type="checkbox"/> Political Affiliation or Belief <input type="checkbox"/> Citizenship/ Participant Status <input type="checkbox"/> Sex (including pregnancy gender identity and sexual orientation) <input type="checkbox"/> Retaliation  *Protected classes may vary depending on the program		2. Program/Services Area <input type="checkbox"/> Adoption/Foster Care/Child Welfare <input type="checkbox"/> Unemployment <input type="checkbox"/> Child Support <input type="checkbox"/> SNAP/Food Stamps <input type="checkbox"/> TANF/Cash Assistance <input type="checkbox"/> WIOA <input type="checkbox"/> Other _____
3. Race of the Complainant <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Hispanic/ Latino <input type="checkbox"/> Asian <input type="checkbox"/> White/Caucasian <input type="checkbox"/> Black/African American <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> Other _____		4. Sex of the Complainant <input type="checkbox"/> Male <input type="checkbox"/> Non-Binary <input type="checkbox"/> Female
5. Date of alleged discrimination	6. County	
7. Name the agency (CDJFS, CSEA, PCSA, OMJ) you believe has discriminated against you:		
8. Name(s) and title(s) of who you believe discriminated against you:		
9. Name(s) and contact information of any witnesses to the alleged discrimination:		
10. Please explain why you believe the treatment or incident you experienced was because of your race, color, religion, national origin, age, sex, disability, political affiliation, or belief, and/or for WIOA Participants: citizenship/participant status. (Please attach additional sheet(s) of paper, if necessary to fully state your complaint.)		
11. Date complaint written	12. Complainant's signature	