

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

**Franklin County Department Of Job And Family Services**  
**1721 Northland Park Avenue**  
**Columbus, Ohio 43229-5174**

**1/1/2018**

**Civil Rights Coordinator**  
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**CHECK ALL THAT APPLIES**

**DJFS X**  
**PCSA**  
**CSEA**  
**OMJ CENTER**

# Limited English Proficiency Plan

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# **Limited English Proficiency Plan**

## **I. Purpose**

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

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

## **II. Authorities and Definitions**

### **Authorities**

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

## Limited English Proficiency Plan

### Definitions of Terms:

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

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

### III. County Agency / OMJ Center LEP Policy

It is the policy of Franklin County Department of 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 Franklin County Department of Job and Family Services, its contractors and/or vendors. Meaningful access involves Franklin County Department of 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.

### IV. LEP Population

Franklin County Department of 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 Franklin County Department of Job and Family Services is/are Nepali, Somali, Spanish and Arabic. The methodology used to make this determination is as follows: Franklin County Department of Job and Family Services obtained its data from its interpreter utilization and the primary language indicator from agency systems (CRISE/Ohio Benefits).

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

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

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

Franklin County Department of Job and Family Services will periodically monitor the LEP population of those served or those who could be served by Franklin County Department of 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 the Franklin County Department of Job and Family Services, Franklin County Department of Job and Family

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Services will adjust its methods and services to serve the new population accordingly. Any new LEP populations will be reflected in the next LEP plan.

### **V. Methods of Providing Services to LEP Population**

(Check any that are applicable)

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

West Community Opportunity Center: Marwa Awad- Arabic, Raiza Romero- Spanish, Blanca Scheel- Spanish

Northland Village Community Opportunity Center: Maria Haddad -Hungarian, Lisette Merced-Spanish, Munirah Paknazhad -Farsi, Rick Evans-Spanish, Jean Andre- French Creole, Mohamed Ali- Somali, Dorcas Hemandez-Spanish, Jowhara Hailemariam-Tigrinya, Kerrigan Bowd-Spanish, Cynthia Watiker- Spanish, Sara Redda-Tigrinya, Keith Romney-Spanish, Hai Pham-Vietnamese

East Community Opportunity Center: Cindy Santiago- Spanish

None of the Department's employees have been tested or trained as interpreters. Their language abilities are not used as an integral part of their jobs but rather to assist when an unplanned situation arises and where the Department did not have an opportunity to schedule a professional interpreter. They are used in a stop-gap fashion to convey short messages when communication would otherwise not be possible.

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

•Currently scheduled interpretation services available at the Opportunity Centers are Spanish, Somali, Nepali and Arabic.

•On-call, face to face interpretation the same day for the 75 locally available languages. (Depending on availability of an interpreter for a particular language, some on-call requests may take longer.)

•Telephone interpretation services available the same day within 30-60 minutes of scheduling for all 269 available languages.

Data tracking allows the Department to monitor the number of customers at each Opportunity Center by primary language in order to identify trends in customer populations and to add additional on-site interpreters as needed

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- Volunteer Interpreters (if checked provide names, organization if applicable as well as brief description of method of determining competence as interpreter).  
Information here
- Telephone Interpreting Services (if checked provide name of vendor with brief description of how vendor was chosen. Attach copy of contract to this plan).  
Information here
- Agreement with Educational Institution (if checked provide name of institution, name(s) of interpreters, brief description of method of determining competence of interpreter. Attach copy of agreement, MOU or other written document to this plan. If nothing in writing, describe arrangement).  
Information here
- Translation contracts (if checked provide name(s) of contractor(s), list service(s) provided, language(s) covered and brief description of how vendor was chosen. Also attach copy of agreement or contract to this plan).

The Department has a contract with Access 2 Interpreters for translation services. This vendor was chosen through a competitive request for proposal process. They provide translation services in 75 languages.

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

The Department has contracts for ESOL services in various sites throughout the county in three locations. Currently, the Department has contracts with four community agencies to provide basic employability skills, job readiness, placement and retention, and career services specifically for refugees and the LEP population. The agencies providing these services have bilingual staff that either teach or assist with the classes. This is particularly important for our refugee customer population. Many of our refugee customers speak limited or no English and may be illiterate in their own language. Providing employability through an interpreter is ineffective. Delivering the curriculum verbally and through visual aids has proven effective in assisting these individuals with job search and acquisition.

Finally, the Department contracts with Action for Children to provide mandatory trainings to individuals seeking or maintaining licensure as a home child care provider pursuing Step Up To Quality ratings. This contract affords Action for Children to provide training in Communicable Disease Management, Child Abuse Recognition/Prevention, SUTQ Commitment, SUTQ Registration, SUTQ Renewal/Increase, Licensing Pre-Orientation, Pre-Licensing Visit, Licensing Registrations and Pediatric First Aid and CPR to LEP individuals seeking or maintaining licensure through contracted interpreters.

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### **VI. Interpreter Services**

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

All of our Centers have regularly scheduled, onsite interpreters through our interpretation contracts.

The Northland Village Center has 176 hours of regularly scheduled Spanish interpretation (80 hours assigned in the call center), 160 hours of regularly scheduled Somali interpretation (80 hours assigned in the call center), 48 hours of Arabic/Somali interpretation per week, 120 hours of Nepali interpretation and 32 hours of Arabic interpretation per week.

The West Center has 120 hours of regularly scheduled Spanish interpretation and 64 hours of regularly scheduled Somali interpretation and 40 hours of Arabic/Somali interpretation per week.

The East Opportunity Center has 80 hours of regularly scheduled Spanish Interpretation per week.

Additionally, signage has been installed in each Opportunity Center welcoming customers in multiple languages as well as advising customers in multiple languages that free interpretation services are available.

Franklin County Department of 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 V. can reference that portion).

Staff will call the contracted interpretation provider(s) to provide assistance in addressing phone calls and voicemails from or to LEP individuals (see description of services under Interpretation Contract on page 6}. If an interpreter is onsite, that interpreter will be used to address telephone calls and voicemails.

Franklin County Department of Job and Family Services addresses walk-ins to the Franklin County Department of Job and Family Services building(s) who are LEP individuals in the following manner (refers to receptionists or point of contact)

Staff use onsite interpreters to determine if a customer needs an interpreter and to identify the language spoken by the customer. Where use of onsite interpreters is not sufficient to ascertain a

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customer's need for an interpreter, staff may also request assistance from the contracted interpretation provider(s).

Staff offers interpretation services to any customer who appears to be LEP. The front desk staff also provides an "I Speak..." card that can be given to an LEP customer once his/her language is identified. The customer may then carry this card with him/her for any situation where they may need interpretation services to facilitate the identification of an appropriate interpreter. Where interpretation services are offered and declined by a customer, staff documents that the customer has declined interpretation services.

Franklin County Department of 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, Franklin County Department of 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 Franklin County Department of 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 affect on the individual or family's eligibility for benefits/services; potential or actual conflicts of interest; and confidentiality of the information being interpreted to determine whether Franklin County Department of Job and Family Services should provide its own independent interpreter for itself. In no case does Franklin County Department of Job and Family Services allow a minor child to act as interpreter for an LEP individual or family.

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

Franklin County Department of Job and Family Services translates all county designed vital documents into each LEP language group that comprises at least 5% or 1,000, whichever is less, of persons eligible for or likely to be affected by the agency's services. Currently, the LEP language group(s) meeting this criterion is/are Arabic, Somali, Spanish, and Nepali and available to all staff on a shared drive. All commonly used state forms have been translated by ODJFS. No other languages meet the 5% or 1,000 rule.

Franklin County Department of Job and Family Services translates all outreach documents for each LEP group that equals 10% or 3,000, whichever is less, of persons eligible for or likely to be directly affected by the Franklin County Department of Job and Family Services services. Currently, the LEP language group(s) meeting this criterion is/are Somali, Spanish and Nepali. No other languages meet the 10% or 3,000 rule.

For any LEP individuals applying or receiving services from Franklin County Department of Job and Family Services where vital documents are not available in the LEP individual's language, Franklin County Department of Job and Family Services provides a notice in the LEP individual's language that the LEP individual may bring any document into the Franklin County Department of 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.

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

Franklin County Department of 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.). The department has training staff that is available to provide training to all new employees in Title VI, including LEP, to all staff. Continuous annual training is provided to all staff and the Civil Rights and LEP Plan are available to staff on Sharepoint/county portal.

At the time of hire, new employees are provided with the Franklin County Commissioners Handbook, which includes the county's Non-Discrimination Policy. That handbook is reviewed by new employees at the initial new hire orientation presented by the Franklin County Human Resources Department.

Additionally, all new department employees are required to attend a three-hour Multicultural Awareness training course presented by the Franklin County Human Resources Department during their probationary period. Non-probationary employees may also re-attend the Multicultural Awareness training course at any time

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

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

### **X. Attachments**

**Attachment A** - Franklin County Department of Job & Family Services Purchase of Service Contract with Access 2 Interpreters

**Attachment B** – Franklin County Department of Job and Family Services Civil Rights Plan

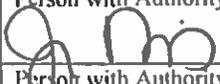
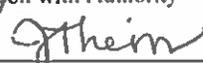
**Attachment C** -

**Attachment D** -

**Attachment E** -

# Limited English Proficiency Plan

## Signatures:

Person with Authority 	Director	Date 7/2/18
Person with Authority 	Civil Rights Coordinator	Date 7/2/18
Person with Authority 	Title Chief Operating Officer	Date 6/29/18
Person with Authority	Title	Date
Person with Authority	Title	Date
Person with Authority	Title	Date

**ATTACHMENT A**

**FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**PURCHASE TO SERVICE CONTRACT**

**ACCESS 2 INTERPRETERS- INTERPRETATION AND TRANSLATION SERVICES**

OHIO PURCHASE OF SOCIAL SERVICE CONTRACT

Contract # 25-18-3086

CFDA: 93.558  
CFDA: 93.556  
FAIN #: 1502OHTANF  
Federal Agency: US Department of Health and Human Services  
Award Name: Temporary Assistance for Needy Families (TANF)

**THE FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
PURCHASE OF SERVICE CONTRACT WITH  
ACCESS 2 INTERPRETERS, LLC**

This contract is made and entered into September 5, 2017, by and between the Board of Commissioners of Franklin County, Ohio, on behalf of the Franklin County Department of Job and Family Services (FCDJFS) and Access 2 Interpreters, LLC doing business at 492 South High Street, Suite 200, Columbus, Ohio 43215 (hereinafter referred to as "Contractor").

**Background Information**

A. Pursuant to the Ohio Administrative Code (OAC) and rules promulgated by the Ohio Department of Job and Family Services (FCDJFS), the Franklin County Department of Job and Family Services (FCDJFS) is authorized to contract with public and private organizations for the purchase of Interpretation and Translation Services.

B. FCDJFS desires to enter into this Purchase of Service Contract with the Contractor in order to assist FCDJFS with ending the dependence of needy parents on government benefits by promoting job preparation, work, and marriage, upon the terms and conditions of this Contract.

**Scope of Work:** The Vendor will provide interpretation and translation services to provide meaningful access to FCDJFS programs by Limited English Proficient (LEP) persons as required by Title VI of the Civil Rights Act of 1964.

**Provisions**

**ARTICLE I: TIME, DELIVERABLES, COMPENSATION, AND REPORTING**

**A. PURCHASE OF SERVICE:** Subject to terms and conditions set forth in this Contract, including the appendices outlined in Article V Section M below, which are on file at FCDJFS and available for review by the Contractor, the Contractor agrees to furnish those specific services detailed in this Contract.

**B. CONTRACT PERIOD:** This contract will be effective from July 1, 2017 through September 30, 2018 inclusive, unless otherwise terminated. The contract period may be extended for up to 24 months upon these terms by mutual consent of the parties and contingent upon the availability of funding.

**C. AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of federal, state, and local program funds.

**D. COST AND DELIVERY OF PURCHASED SERVICES:** Subject to the limitations specified in Article I-D hereof and as detailed in Appendices A (Clarification of Contract Terms), on file at FCDJFS, the amount to be paid for such purchased services shall be by a fixed unit rate, based on the following allowable units of service (the "Purchased Services"):

**Services to be provided from July 1, 2017 through September 30, 2018**

<b>UNIT OF SERVICE</b>	<b>UNIT COST</b>
<b>Interpretation Services:</b>	
Arabic Daily Hourly Scheduled Onsite Interpretation Services	\$ 29.00
Nepali Daily Hourly Scheduled Onsite Interpretation Services	\$ 29.00
Somali Daily Hourly Scheduled Onsite Interpretation Services	\$ 24.00
Spanish Daily Hourly Scheduled Onsite Interpretation Services	\$ 24.00
Arabic Hourly/On-call Onsite Interpretation Services	\$ 29.00
Nepali Hourly/On-call Onsite Interpretation Services	\$ 29.00
Somali Hourly/On-call Onsite Interpretation Services	\$ 29.00
Spanish Hourly/On-call Onsite Interpretation Services	\$ 29.00
American Sign Language Hourly/On-call Onsite Interpretation Services	\$ 35.00
Inclusive Languages Hourly/On-call Onsite Interpretation Services	\$ 29.00
Scheduled Telephone Interpretation Services per Minute	\$ 0.48
Instantaneous Telephone Interpretation Services per Minute	\$ 1.10
<b>Translation Services:</b>	
Nepali per Source Language Word	\$ 0.25
Somali per Source Language Word	\$ 0.27
Spanish per Source Language Word	\$ 0.18
Identified Languages per Source Language Word	\$ 0.25
Identified Languages per Source Language Word	\$ 0.30
Translation Services- Minimum Translation Fee per Specified Language	\$ 65.00
Translation Services- Minimum Translation Fee per Specified Language	\$ 85.00
Basic Formatting Fee per Hour	\$ 25.00
Design Formatting Fee per Hour	\$ 40.00
Expedited Translation Fee- Next Day Delivery 359 Words or Less	\$ 15.00
Expedited Translation Fee- Next Day Delivery 360 Words or More	\$ 20.00
Expedited Translation Fee- Same Day Delivery 359 Words or Less	\$ 80.00
Expedited Translation Fee- Same Day Delivery 360 Words or More	\$ 100.00

**Total Value of Contract Not to Exceed \$ 1,628,188.87**

**E. PURCHASED UNITS OF SERVICE:** It is the responsibility of the Contractor to monitor the expenses authorized by FCDJFS in accordance with the provisions of Section D above. Should the Contractor incur expenses in excess of what was authorized by this Contract, the Contractor shall be responsible for the expense(s) incurred.

The CONTRACTOR expressly understands that FCDJFS will not compensate the CONTRACTOR for any work performed prior to notification from FCDJFS, and the Contractor expressly understands that FCDJFS shall not compensate the CONTRACTOR for any work performed after the termination date set forth in this Contract or in the event this Contract is terminated pursuant ARTICLE III-E, *Termination and Suspension*.

**F. ELIGIBILITY:** When applicable, the eligibility of individuals to receive services will be determined in accordance with the policies and procedures established by the Franklin County Department of Job and Family Services. The Contractor shall provide service only for those individuals determined eligible by FCDJFS, using the income guideline of 200% of the federal poverty level. As a result of the eligibility determination, the Contractor shall issue the appropriate approval or denial notice, whichever is applicable, to the applicant within thirty (30) days of application for services. A copy of the approval or denial notice shall be maintained in the participant file along with the TANF Registration Form and documents verifying eligibility.

The FCDJFS shall be the final authority in determining which consumers will be served under the terms of this contract as specified in this Article F, *Eligibility*.

**G. INVOICING:** The Contractor shall bill submit monthly invoices in the manner defined by FCDJFS, on the template provided by FCDJFS. The invoice shall be received by FCDJFS no later than fifteen (15) calendar days following the month of service. The Contractor will use the invoice template provided by FCDJFS. The invoice summary will show the date of the invoice and the period for which the services billed were rendered. Invoices may be submitted only for actual services provided during the effective dates of the contract, not to exceed the number of units authorized by FCDJFS, and must reflect the approved fixed unit cost for each unit of service. The Contractor must certify that claims made to FCDJFS for payment of purchased services are for actual services rendered to eligible individuals, if applicable, and are for the completion of contracted measures/standards. The Contractor must maintain documentation of all expenses, which must be made available upon request by FCDJFS and will be verified during the Contractor monitoring.

FCDJFS shall review the submitted invoice for completeness and accuracy before making payment within forty-five (45) days after approval, contingent upon the availability of federal, state, and local program funds. The expenditures reported on the invoice are subject to review by FCDJFS before payment is made. The Contractor hereby authorizes FCDJFS to adjust for mathematical errors, incorrect unit rates, or non-covered services and agrees that FCDJFS shall not reimburse the Contractor for services that do not have prior authorization, exceed the authorization, or exceed the maximum dollar amount of the contract.

FCDJFS does not have the ability to compensate the CONTRACTOR for work performed under the Contract after the purchase order for the Contract has been closed. The final invoice for compensation of work performed under this Contract must be received by FCDJFS no later than thirty (30) days after the termination date of this Contract. Failure of the CONTRACTOR to submit the final invoice by this deadline will be deemed forfeiture and waiver by the CONTRACTOR for any claims for all remaining compensation due hereunder.

**H. DUPLICATE INVOICING:** The Contractor certifies that any costs incurred under this Contract shall not be chargeable to or included as a cost in any other federally financed program in either the current or a prior period. Further, the Contractor warrants that claims made to FCDJFS for payment of Purchased Services under this Contract shall be for actual expenses for the employee(s) hired under this Contract and do not duplicate claims made by the Contractor to other sources of funds for the same service.

**I. REPORTING:** The Contractor will provide monthly reports to FCDJFS regarding Purchased Services on the schedule, template and in the manner specified by FCDJFS. Reporting may be required via electronic media.

**J. ANNUAL RECONCILIATION:** A reconciliation will be completed by FCDJFS no later than sixty (60) days following the end of the contract period.

**K. PUBLICITY:** In any publicity release or other public references including media releases, information pamphlets, etc., regarding the services provided under this Contract, it will be clearly stated that the services are funded by the Franklin County Board of Commissioners and administered by FCDJFS.

## **ARTICLE II: PROCUREMENT, SUBCONTRACTING COMPLIANCE, AND AUDIT RESPONSIBILITIES**

**A. PROCUREMENT REQUIREMENTS:** The procurement requirements for contracts are found in the Ohio Administrative Code (OAC) 5101:9-04-02 (Standards of Acquisition); OAC 5101:9-4-07 (Procurement Requirements) and OAC 5101:9-1-88 (Subrecipient Annual Risk Assessment Review and Monitoring Process) and Ohio Revised Code 307.86 (Competitive Bidding Required –exceptions). In order to subcontract or enter into a secondary contract agreement for services, the Contractor is also subject to the procurement requirements outlined in the foregoing regulatory provisions.

**B. EXECUTION OF SUBCONTRACTS:** In the event the Contractor determines to deliver some of the Purchased Services through a subcontractor, the Contractor agrees that each subcontract shall be properly procured in accordance with the standards listed in ARTICLE II-A *Procurement Requirements* or the Contractor's procurement requirements, whichever is the most restrictive. All subcontracts shall be subject to the same terms, conditions and covenants contained in this Contract and shall allow FCDJFS to pursue direct claims against the subcontractor. The Contractor is required to secure the following documentation which verifies that the subcontractor is in no way excluded from receiving state, local, federal funds: (a) The System of Award Management (located at <https://www.sam.gov/portal/public/SAM>), (b) The Auditor of the State of Ohio Findings for Recovery Database is located at <http://www.auditor.state.oh.us/resources/findings/certified/default.aspx>.

All subcontracts shall explicitly state the description of services, rate of pay, subcontract amount, subcontract period, and any other descriptive information regarding the services to be provided consistent with the provisions of this Contract. All subcontracted costs shall be accounted for in the Contractor's budget as professional fees or subcontracted services. The Contractor is responsible for making direct payment for such services to the subcontractor and shall expressly state that in not event shall the County or FCDJFS be responsible for any such payments. Notwithstanding the foregoing, the Contractor agrees that it shall not make any payment on subcontracted services without first having filed the signed subcontract with FCDJFS. No subcontracts shall in any case relieve the Contractor of any duty, obligation, or liability undertaken by the Contractor pursuant to this Contract.

**C. INDEPENDENT CONTRACTORS:** Contractor will act in performance of this Contract in an independent capacity, and not as officers, employees, or agents of the Ohio Department of Job and Family Services, the County, or FCDJFS.

**D. RESPONSIBILITY FOR AUDIT:** The Contractor shall maintain all books, records, payroll, documents, accounting procedures, and practices which sufficiently and properly reflect all expenses and administrative costs of any nature incurred in the performance of this Contract. Such records shall be made available at all reasonable times during regular business hours for inspection, review, or audit by duly authorized Federal, State, County, and FCDJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by this contract agreement.

The Contractor agrees to, if required by the director of FCDJFS because of a suspicion of misuse or improper accounting of funds for which the Contractor is responsible, have conducted an independent audit of expenditures and make copies of the audit available to FCDJFS.

The Contractor shall make available to FCDJFS all other audit reports upon request.

**E. RESPONSIBILITY FOR AUDIT EXCEPTIONS:** The Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate county, state, or federal audit directly related to the provisions of the contract, or subcontract. The Contractor agrees to pay FCDJFS for all amounts due as a result of audit exceptions.

The Contractor agrees to pay to FCDJFS the full amount of the payment received on behalf of individuals for whom eligibility has not been established in accordance with policies and procedures established by the Franklin County Department of Job and Family Services, if applicable.

The Contractor agrees to pay to FCDJFS the full amount of payment received for services not covered by the contract.

The Contractor agrees to pay to FCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claims, or falsification.

As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived by a fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which creates, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind, or other objective or subjective fact.

The Contractor is responsible and agrees to pay for any audit exception by appropriate county, state, or federal audit identified within a subcontract as defined in Article II-B, *Execution of Subcontracts*

Any payments due under the provisions of this section shall be paid by the Contractor within 90 days of demand for payment by FCDJFS,

**F. RETENTION OF RECORDS:** The Contractor shall maintain and preserve all records related to this contract. This includes any documentation used in the administration of the program. Records must be maintained for a period of seven years from the termination date of this Contract or the closure of an outstanding audit. The Contractor will assure the maintenance of such records for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by FCDJFS.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven year period, the Contractor shall retain the records until completion of the action and all issues which arise from it or until the end of the seven year period, whichever is later.

### **ARTICLE III: NOTICES, AMENDMENTS, BREACH, SUSPENSIONS, AND TERMINATIONS**

**A. NOTIFICATION OF SIGNIFICANT DEVELOPMENTS:** The Contractor shall immediately notify FCDJFS in writing of developments that have a significant impact on the Purchased Services to be provided under this Contract or the performance of any other material obligation under this Contract. Written notification shall be given in the case of problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the objectives of the Contract. The notification must include a statement of the action taken or the proposed course of action. FCDJFS will provide technical assistance and approval of any significant change and will amend the contract as it deems necessary and appropriate in its sole and absolute discretion.

**B. NOTICE:** Notice given by one party to the other hereunder shall be in writing and deemed to have been properly given or paid if deposited with the United States Postal Service via registered or certified mail and addressed as follows:

Access 2 Interpreters, LLC  
Yana Schottenstein, President & CEO  
492 South High Street  
Suite 200  
Columbus, Ohio 43215  
614-221-1414  
[www.access2interpreters.com](http://www.access2interpreters.com)

Franklin County Department of Job and Family Services  
Joy Bivens, Director  
1721 Northland Park Avenue  
1<sup>st</sup> Floor  
Columbus, OH 43229

**C. AMENDMENT OF CONTRACT:** This contract may be amended at any time by a written amendment mutually agreed to and signed by all parties in the manner required by state regulations. The Contractor will be required to submit a revised budget supporting the changes made in the amendment, unless FCDJFS grants a written exception.

**D. DELEGATION OF AUTHORITY:** Pursuant to authority assigned by the Franklin County Board of Commissioners under Ohio Revised Code 329.04, the Director of the Franklin County Department of Job and Family Services has the power to directly consent to and execute extensions and renewals of the contract period for up to one year under Article I-B, *Contract Period*, execute amendments under Article III-C, *Amendment of Contract*, and terminate the contract under Article III-E, *Termination and Suspension* This power is limited as follows:

The cost for the new contract period under any contract extension or renewal may be less than but not greater than the original/underlying contract on a prorated basis. The power to amend is limited to increasing or decreasing the unit cost and the number of units under contract (as set forth in Article I-D, *Cost and Delivery of Purchased Services*), with the restriction that costs remain equal to or less than the total original/underlying costs on a prorated basis. All other terms and conditions are to remain the same.

**E. TERMINATION AND SUSPENSION:** Notwithstanding other provisions in this ARTICLE III, either party may terminate this Contract at will by giving thirty (30) days written notice to the other party. Upon thirty (30) days written notice to the CONTRACTOR, FCDJFS may suspend this Contract at FCDJFS's sole discretion.

Notwithstanding this ARTICLE III, *Notices, Amendments, Breach, Suspensions, and Terminations*, FCDJFS may suspend or terminate this Contract immediately upon delivery of written notice to the CONTRACTOR if FCDJFS has discovered any illegal conduct on the part of the CONTRACTOR, any violation ARTICLE V: *Certifications and Assurances Made by the CONTRACTOR*, loss of funding as set forth in ARTICLE I-C *Availability of Funds*, or the filing of a petition in bankruptcy (or similar proceeding) by or against the CONTRACTOR.

The CONTRACTOR, upon receipt of notice of suspension or termination, agrees to cease work on the suspended or terminated activities under this Contract, to suspend or terminate all subcontracts relating to such suspended or terminated activities, to take all necessary and/or appropriate steps to limit disbursements and minimize cost, and to furnish a report as of the date notice of suspension or termination was received, that describes the status of all work under this Contract that includes, without limitation, the Deliverables completed, the outcomes of the completed Deliverables, and any other information that FCDJFS may require. Suspension, termination, or expiration of this Contract shall not limit the CONTRACTOR's continuing obligations with respect to Deliverables paid for by FCDJFS prior to the suspension or termination nor will it limit FCDJFS's rights in those Deliverables.

In the event of suspension or termination under this ARTICLE III, *Notices, Amendments, Breach, Suspensions, and Terminations*, the CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE I-G, *Invoicing*, for the work performed prior to the CONTRACTOR's receipt of notice of suspension or termination. Compensation will be calculated by FCDJFS based on the compensation structure set forth in ARTICLE I-D, *Cost and Delivery of Purchased Services*, less any funds previously paid by or on behalf of FCDJFS, or in the case of services for which CONTRACTOR charges a flat rate, based on a reasonable percentage of the total services performed as determined by FCDJFS, less any funds previously paid by or on behalf of FCDJFS.

**F. CURE OF BREACH:** Except as otherwise provided in Section E, *Termination and Suspension* of this ARTICLE III the CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from FCDJFS that CONTRACTOR is in breach of any of its obligations under this Contract and such proposed course of action is acceptable to FCDJFS. If the CONTRACTOR fails to cure the breach within the thirty (30) calendar days or if the breach is not curable, FCDJFS may immediately suspend or terminate this Contract. FCDJFS may also suspend or terminate this Contract if the breaches by the Contractor are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section F, "persistent" means that FCDJFS has notified the CONTRACTOR three (3) times in writing of the CONTRACTOR's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, FCDJFS may suspend or terminate this Contract without a cure period if the CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of FCDJFS, certain instances of breach may require a shorter cure period than the thirty (30) calendar days generally applicable in this Section F. In such instances, FCDJFS will include in its notice of breach the shorter cure period deemed appropriate.

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, FCDJFS may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and FCDJFS retains the right to exercise all remedies hereinabove mentioned.

**G. WAIVER OF OBLIGATIONS:** If FCDJFS or the CONTRACTOR fails to perform an obligation or obligations under this Contract and the failure is thereafter waived by the other party, FCDJFS and the CONTRACTOR understand that the waiver is limited to that particular occurrence of failure and will not be deemed a waiver of subsequent failures

**ARTICLE IV: EQUAL EMPLOYMENT OPPORTUNITY, EQUAL TREATMENT, CIVIL RIGHTS AND  
LEGAL COMPLIANCE**

**A. EQUAL EMPLOYMENT OPPORTUNITY:** In carrying out this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. The CONTRACTOR will ensure that applicants are hired and that employees are treated during employment in matters of employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship, without regard to their race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. The CONTRACTOR certifies current and ongoing compliance with the Executive Order 11246 concerning Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations found at 41 Code of Federal Regulations (CFR) 60.

The CONTRACTOR further agrees that it shall include a similar provision in any subcontract, secondary contract agreement, or award issued by that entity for the performance of duties related to such subcontract, secondary contract agreement, award, or procedure.

**B. EQUAL TREATMENT:** Pursuant to Section 45 CFR 87.1 and 45 CFR 87.2, the Contractor warrants and agrees to the following: The Contractor agrees to comply with the requirements governing "Equal Treatment for Faith Based Organizations". The Equal Treatment Regulation provides in part that direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct funding may still engage in inherently religious activities, but such activities must be separate in time or place from the funded program, and participation in such activities by individuals receiving services from the Contractor, subcontractor, or secondary Contractor must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

**C. CIVIL RIGHTS:** The FCDJFS and the Contractor agree that as a condition of this contract, there shall be no discrimination against any eligible individual or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Contractor will comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons under this contract.

**D. LEGAL COMPLIANCE:** Pursuant to Section 125.111 of the Ohio Revised Code, the Contractor warrants and agrees to the following: (1) That in the hiring of employees for the performance of work under the contract or any subcontracts or secondary contracts, the Contractor shall not by reasons of race, color, religion, sex, age, disability, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work in which the contract agreement relates; and (2) That neither the Contractor nor any of its subcontractors, or any person acting on behalf of the Contractor shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract agreement on account of race, color, religion, sex, age, disability, national origin, or ancestry.

The CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices stating that the CONTRACTOR complies with all applicable federal and state nondiscrimination laws. The CONTRACTOR will incorporate the foregoing requirements of this ARTICLE IV, *Equal Employment Opportunity, Equal Treatment, Civil Rights, and Legal Compliance* in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR and in all of its contracts for any of the work prescribed in this Contract. The CONTRACTOR will also require all of its Subcontractor to incorporate such requirements in all subcontracts for any part of the work under this Contract.

**E. AMERICANS WITH DISABILITIES ACT:** The CONTRACTOR, its officers, employees, members, and subcontracts hereby certify current and ongoing compliance with the statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

**F. FEDERAL PRE-EMPTION:** Except when pre-empted by Federal statute and/or federal award guidelines, the Contractor shall not, by reason of race, color, religion, sex, age, disability, national origin, or ancestry, discriminate against any citizen of this state with regard to provision of services.

**G. INDEMNITY AND INSURANCE:** if the Contractor is not a political subdivision of the State of Ohio then the Contractor agrees to:

**INDEMNITY:** The Contractor agrees that it shall at all times during the existence of this Contract indemnify and save harmless the FCDJFS, the Ohio Department of Job and Family Services, and the Franklin County Board of Commissioners against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

**INSURANCE:** The Contractor agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.

Section G shall apply unless specifically waived in writing by FCDJFS.

**H. GOVERNING LAW:** This contract and any claims arising in any way out of this Contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this contract or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the Contractor hereby irrevocably consents to such jurisdiction.

#### **ARTICLE V: CERTIFICATIONS AND ASSURANCES MADE BY CONTRACTOR**

By executing this Contract, the CONTRACTOR certifies recurrent and continued compliance with each condition listed in this ARTICLE V, *Certifications and Assurance Made by Contractor*. The CONTRACTOR's certification of compliance with each of these conditions is considered material representations of fact upon which FCDJFS relied upon in entering into this Contract.

The CONTRACTOR certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current. If at any time during the contract period the CONTRACTOR becomes disqualified from conducting business in Ohio for any reason, the CONTRACTOR must immediately notify FCDJFS of the disqualification, and immediately cease performance hereunder.

If any of the information pertaining to ARTICLE V, Sections A-L changes after the Contract has been signed, the CONTRACTOR agrees to report such changes immediately to FCDJFS in writing to the address listed for notice in ARTICLE III-B, *Notices*.

If at any time the CONTRACTOR is not in compliance with the conditions certified and affirmed in this ARTICLE V, Section A -D, FCDJFS will consider the contract *void ab initio* and will deliver written notice to the CONTRACTOR. Any funds paid by the FCDJFS for work performed before the CONTRACTOR was notified that the Contract was considered *void ab initio* will be immediately repaid or FCDJFS may commence an action for recovery of the funds paid.

**A. DEBARMENT AND SUSPENSION:** The CONTRACTOR certifies that neither the CONTRACTOR, nor any principal of the CONTRACTOR is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, 45 CFR Part 76, or other applicable statutes or regulations. (Located at <https://www.sam.gov/portal/public/SAM>)

**B. UNRESOLVED FINDINGS FOR RECOVERY:** The CONTRACTOR certifies that the CONTRACTOR is not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio. The Auditor of the State of Ohio Findings for Recovery Database is located at <http://www.auditor.state.oh.us/resources/findings/certified/default.aspx>

**C. GOOD STANDING WITH SECRETARY OF STATE:** The CONTRACTOR certifies that the CONTRACTOR is not on the list established by the Ohio Secretary of State, pursuant to ORC 121.23, which identifies the CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.

**D. DELINQUENT PERSONAL PROPERTY TAXES:** By the signature affixed on the attached Appendix C, Delinquent Personal Property Taxes, the Subrecipient certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

**E. CONFLICT OF INTEREST AND ETHICS:** The CONTRACTOR affirms that it, its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, that is incompatible or in conflict with, or would compromise in any manner or degree, the discharge and fulfillment of the CONTRACTOR's responsibilities under this Contract. The CONTRACTOR agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising, or conflicting personal or business interest shall immediately disclose his or her interest to FCDJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless FCDJFS will determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest will be sent to FCDJFS in writing to the address listed for notice in ARTICLE III-B Notice.

The CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. The CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.

**F. RECEIPT OF COMPENSATION:** The CONTRACTOR agrees to refrain from promising or giving to any FCDJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. CONTRACTOR also agrees that it will not solicit an FCDJFS employee to violate any FCDJFS rule or policy relating to the conduct of contracting parties or to violate ORC sections 102.03, 102.04, 2921.42. CONTRACTOR affirms that it, its officers, members and employees are in compliance with ORC 102.04 and, that if CONTRACTOR is required to file a statement pursuant to ORC 102.04(D)(2), the statement has been filed with the FCDJFS Chief Legal Counsel in addition to any other required filings.

**G. LOBBYING RESTRICTIONS:** No federal funds paid to CONTRACTOR through this or any other agreement with FCDJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement, or loan. CONTRACTOR further certifies compliance with all federal lobbying restrictions, including 13 USC 1352, 2 USC 1601, 29 CFR 93, and 45 CFR 93. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR has executed the Disclosure of Lobbying Activities, Standard Form LLL, if required by federal regulation.

CONTRACTOR is in compliance with the executive agency lobbying requirements of ORC sections 121.60 to 121.69.

**H. PROHIBITION AGAINST POLITICAL/RELIGIOUS ACTIVITY:** The CONTRACTOR shall not use any funds provided under the Agreement for purposes of supporting or defeating legislation pending before any legislative body or for inherently religious programs, activities or services.

**I. CHILD SUPPORT ENFORCEMENT:** CONTRACTOR agrees to cooperate with FCDJFS, ODJFS, and any child support enforcement agency in ensuring that CONTRACTOR and the employees of CONTRACTOR meet child support obligations established under state or federal law. Further, by executing this Contract, CONTRACTOR certifies present and future compliance with any court or valid administrative order for the withholding of support that is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123. The CONTRACTOR further agrees that it will include a similar provision in any subcontract, secondary contract agreement, or award issued by that entity for the performance of duties related to this contract.

**J. SAFEGUARDING OF PARTICIPANTS:** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

The Contractor agrees that the use or disclosure by any party of any personally identifiable information concerning public assistance recipients for any purpose not directly related to the administration of FCDJFS or Contractor's responsibilities with respect to the individual's subsidized employment is prohibited, except upon the written consent of the eligible individual.

FCDJFS and the Contractor agree, subject to federal and state confidentiality regulations, to share with each other and with any subcontractors, secondary Contractors, or other parties providing services under this contract the results and performance outcomes achieved through contract activities

**K. DRUG-FREE WORKPLACE:** The CONTRACTOR, its officers, employees, members, any subcontractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws regarding a drug-free workplace. The CONTRACTOR will make a good faith effort to ensure that no CONTRACTOR officers, employees, members, and subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

**L. CULTURAL COMPETENCY:** FCDJFS supports and adheres to the definition of Cultural Competency adopted by the State of Ohio. In doing so, FCDJFS requires that the Contractor adheres to the standard and offers programming and services with this standard in mind:

*Cultural Competency is a continuous learning process that builds knowledge, awareness, skills and capacity to identify, understand and respect the unique beliefs, values, customs, languages, abilities and traditions of all Ohioans in order to develop policies to promote effective programs and services.*

**M. APPENDICES.** All Appendices listed below are on file at FCDJFS and are hereby incorporated into and made a part of this contract:

**Appendix A – Clarification of Terms**

**Appendix B – Service Narrative**

**Appendix C – Budget**

**Appendix D – Certificate of Professional Liability**

**Appendix E – Workers Compensation Certificate**

**Appendix F – Personal Property Tax Affidavit**

**Appendix G – Conflict of Interest Disclosure**

**Appendix H – Excluded Parties List System Search Results**

**Appendix I – Auditor of State – Unresolved Findings for Recovery Certified Search results**

**Appendix J – Certificate of Continued Existence or Certificate of Good Standing from the Ohio Secretary of State**

**Appendix K – Charitable Organization Registration Statement with the Ohio Attorney General (if Applicable)**

**Services to be provided from July 1, 2017 through September 30, 2018**

<b>UNIT OF SERVICE</b>	<b>UNIT COST</b>
<b>Interpretation Services:</b>	
Arabic Daily Hourly Scheduled Onsite Interpretation Services	\$ 29.00
Nepali Daily Hourly Scheduled Onsite Interpretation Services	\$ 29.00
Somali Daily Hourly Scheduled Onsite Interpretation Services	\$ 24.00
Spanish Daily Hourly Scheduled Onsite Interpretation Services	\$ 24.00
Arabic Hourly/On-call Onsite Interpretation Services	\$ 29.00
Nepali Hourly/On-call Onsite Interpretation Services	\$ 29.00
Somali Hourly/On-call Onsite Interpretation Services	\$ 29.00
Spanish Hourly/On-call Onsite Interpretation Services	\$ 29.00
American Sign Language Hourly/On-call Onsite Interpretation Services	\$ 35.00
Inclusive Languages Hourly/On-call Onsite Interpretation Services	\$ 29.00
Scheduled Telephone Interpretation Services per Minute	\$ 0.48
Instantaneous Telephone Interpretation Services per Minute	\$ 1.10
<b>Translation Services:</b>	
Nepali per Source Language Word	\$ 0.25
Somali per Source Language Word	\$ 0.27
Spanish per Source Language Word	\$ 0.18
Identified Languages per Source Language Word	\$ 0.25
Identified Languages per Source Language Word	\$ 0.30
Translation Services- Minimum Translation Fee per Specified Language	\$ 65.00
Translation Services- Minimum Translation Fee per Specified Language	\$ 85.00
Basic Formatting Fee per Hour	\$ 25.00
Design Formatting Fee per Hour	\$ 40.00
Expedited Translation Fee- Next Day Delivery 359 Words or Less	\$ 15.00
Expedited Translation Fee- Next Day Delivery 360 Words or More	\$ 20.00
Expedited Translation Fee- Same Day Delivery 359 Words or Less	\$ 80.00
Expedited Translation Fee- Same Day Delivery 360 Words or More	\$ 100.00

**Total Value of Contract Not to Exceed \$ 1,628,188.87**

**E. PURCHASED UNITS OF SERVICE:** It is the responsibility of the Contractor to monitor the expenses authorized by FCDJFS in accordance with the provisions of Section D above. Should the Contractor incur expenses in excess of what was authorized by this Contract, the Contractor shall be responsible for the expense(s) incurred.

The CONTRACTOR expressly understands that FCDJFS will not compensate the CONTRACTOR for any work performed prior to notification from FCDJFS, and the Contractor expressly understands that FCDJFS shall not compensate the CONTRACTOR for any work performed after the termination date set forth in this Contract or in the event this Contract is terminated pursuant ARTICLE III-E, *Termination and Suspension*.

**F. ELIGIBILITY:** When applicable, the eligibility of individuals to receive services will be determined in accordance with the policies and procedures established by the Franklin County Department of Job and Family Services. The Contractor shall provide service only for those individuals determined eligible by FCDJFS, using the income guideline of 200% of the federal poverty level. As a result of the eligibility determination, the Contractor shall issue the appropriate approval or denial notice, whichever is applicable, to the applicant within thirty (30) days of application for services. A copy of the approval or denial notice shall be maintained in the participant file along with the TANF Registration Form and documents verifying eligibility.

The FCDJFS shall be the final authority in determining which consumers will be served under the terms of this contract as specified in this Article F, *Eligibility*.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have entered into this Purchase of Service Contract, effective as of the day and year outlined in Article 1(B) above.

BOARD OF COMMISSIONERS OF  
FRANKLIN COUNTY, OHIO, on behalf of  
FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

BY:   
John O'Grady, President

BY:   
Marilyn Brown, Commissioner

BY:   
Kevin L. Boyce, Commissioner

Access 2 Interpreters, LLC  
Contractor

BY:   
Authorized Representative

Yana Schottenstein  
Printed Name

AGREEMENT APPROVED AS TO FORM:

RON O'BRIEN  
PROSECUTING ATTORNEY  
FRANKLIN COUNTY, OHIO

DATE OF SIGNATURE: August 22<sup>nd</sup> 2017

BY:  24 Aug 17  
Assistant Prosecuting Attorney

President and CEO  
Title

492 S. High S., Suite 200, Columbus, OH 43215  
Address

**CFDA:** 93.558  
**FAIN #:** 15002OHTANF  
**Federal Agency:** US Department of Health and Human Services  
**Award Name:** Temporary Assistance for Needy Families (TANF)

**APPENDIX A:**  
**CLARIFICATION OF CONTRACT AGREEMENT TERMS WITH**  
**ACCESS 2 INTERPRETERS, LLC**

The written material contained herein serves to convey terms of the contract agreement that are not explicitly stated within the proposal, budget, or contract boilerplate. Where any contradictions occur between the previously submitted materials and this Appendix, this document shall take precedence.

**Budget:**

- The Contractor has completed the budget in accordance with the format provided by FCDJFS. The Contractor understands that they will be held accountable to the terms and conditions as outlined in the contract.

**Publicity:**

In any publicity release or other public references including media releases, website postings, information pamphlets, etc., regarding the services provided under this Contract Agreement, it will be clearly stated that the services are funded by the Franklin County Board of Commissioners and administered by FCDJFS. In addition, the Contractor must incorporate the logo provided by FCDJFS. The Contractor shall notify FCDJFS prior to all press releases or media coverage.

**Units of Service:**

The Contractor will receive payment for the provision of (interpretation and translation services) when the Contractor submits accurate and complete monthly invoice on the form provided by FCDJFS. The invoice must include (summary of invoice statement)

The Contractor will receive payment for:

**Interpretation Services**

- **Arabic Daily Hourly Scheduled Onsite Interpretation Services:** FCDJFS will establish with the Contractor a schedule of daily hourly Arabic interpretation Services to occur on a regular basis. The Contractor must provide documentation of delivery of services with the monthly invoice. Upon receipt of needed information FCDJFS agrees to pay the Contractor the hourly rate of \$29.00 for Arabic Daily Hourly Scheduled Onsite Interpretation Services. FCDJFS reserves the right to make alterations to the schedule (to meet the needs of the agency) with prior notification to the Contractor.
- **Nepali Daily Hourly Scheduled Onsite Interpretation Services:** FCDJFS will establish with the Contractor a schedule of daily hourly Nepali interpretation Services to occur on a regular basis. The Contractor must provide documentation of delivery of services with the monthly invoice. Upon receipt of needed information FCDJFS agrees to pay the Contractor the hourly rate of \$29.00 for Nepali Daily Hourly Scheduled Onsite Interpretation Services. FCDJFS reserves the right to make alterations to the schedule (to meet the needs of the agency) with prior notification to the Contractor.

- **Somali Daily Hourly Scheduled Onsite Interpretation Services:** FCDJFS will establish with the Contractor a schedule of daily hourly Somali interpretation Services to occur on a regular basis. The Contractor must provide documentation of delivery of services with the monthly invoice. Upon receipt of needed information FCDJFS agrees to pay the Contractor the hourly rate of \$24.00 for Somali Daily Hourly Scheduled Onsite Interpretation Services. FCDJFS reserves the right to make alterations to the schedule (to meet the needs of the agency) with prior notification to the Contractor.
- **Spanish Daily Hourly Scheduled Onsite Interpretation Services:** FCDJFS will establish with the Contractor a schedule of daily hourly Spanish interpretation Services to occur on a regular basis. The Contractor must provide documentation of delivery of services with the monthly invoice. Upon receipt of needed information FCDJFS agrees to pay the Contractor the hourly rate of \$24.00 for Spanish Daily Hourly Scheduled Onsite Interpretation Services. FCDJFS reserves the right to make alterations to the schedule (to meet the needs of the agency) with prior notification to the Contractor.
- **Arabic Hourly/On Call Onsite Interpretation Services:** Upon contact from FCDJFS the Contractor has agreed to provide same day availability for Arabic Hourly/On Call Onsite Interpretation Services. The Contractor must provide documentation of delivery of services with the monthly invoice. Upon receipt of needed information FCDJFS agrees to pay the Contractor the hourly rate of \$29.00 for Nepali Hourly/On Call Onsite Interpretation Services.
- **Nepali Hourly/On Call Onsite Interpretation Services:** Upon contact from FCDJFS the Contractor has agreed to provide same day availability for Nepali Hourly/On Call Onsite Interpretation Services. The Contractor must provide documentation of delivery of services with the monthly invoice. Upon receipt of needed information FCDJFS agrees to pay the Contractor the hourly rate of \$29.00 for Nepali Hourly/On Call Onsite Interpretation Services.
- **Somali Hourly/On Call Onsite Interpretation Services:** Upon contact from FCDJFS the Contractor has agreed to provide same day availability for Somali Hourly/On Call Onsite Interpretation Services. The Contractor must provide documentation of delivery of services with the monthly invoice. Upon receipt of needed information FCDJFS agrees to pay the Contractor the hourly rate of \$29.00 for Somali Hourly/On Call Onsite Interpretation Services.
- **Spanish Hourly/On Call Onsite Interpretation Services:** Upon contact from FCDJFS the Contractor has agreed to provide same day availability for Spanish Hourly/On Call Onsite Interpretation Services. The Contractor must provide documentation of delivery of services with the monthly invoice. Upon receipt of needed information FCDJFS agrees to pay the Contractor the hourly rate of \$29.00 for Spanish Hourly/On Call Onsite Interpretation Services.
- **American Sign Language Hourly/On Call Onsite Interpretation Services:** Upon contact from FCDJFS the Contractor has agreed to provide same day availability for Spanish Hourly/On Call Onsite Interpretation Services. The Contractor must provide documentation of delivery of services with the monthly invoice. Upon receipt of needed information FCDJFS agrees to pay the Contractor the hourly rate of \$35.00 for Spanish Hourly/On Call Onsite Interpretation Services.
- **Inclusive Languages Hourly/On Call Onsite Interpretation Services:** Upon contact from FCDJFS the Contractor has agreed to provide Inclusive Languages Hourly/On Call Onsite Interpretation Services. Inclusive languages consist of other languages the Contractor has identified (on the FCDJFS Interpretation Availability and Price Chart) as having the ability to provide on call onsite interpretation services for FCDJFS. The Contractor must provide documentation of delivery of services with the monthly invoice. Upon receipt of needed information FCDJFS agrees to pay the Contractor the hourly rate of \$29.00 for Inclusive Languages Hourly/On Call Onsite Interpretation Services.

- **Scheduled Telephone Interpretation Services per Minute:** Upon contact from FCDJFS the Contractor has agreed to provide Scheduled Telephone Interpretation Services per Minute. The Contractor has identified the languages (on the FCDJFS Interpretation Availability and Price Chart) they have the ability to provide same day scheduled telephone interpretation services for FCDJFS. The Contractor must provide documentation of delivery of services with the monthly invoice. Upon receipt of needed information FCDJFS agrees to pay the Contractor the per minute rate of \$0.48 for Scheduled Telephone Interpretation services per Minute. FCDJFS understands they will be charged for a minimum time of fifteen (15) minutes for each call. After the initial fifteen (15) minute minimum the Contractor will bill in one (1) minute increments for scheduled telephone interpretation services.
- **Instantaneous Telephone Interpretation Services per Minute:** Upon contact from FCDJFS the Contractor has agreed to provide Instantaneous Telephone Interpretation Services per Minute. The Contractor has identified the languages (on the FCDJFS Interpretation Availability and Price Chart) they have the ability to provide in instantaneous telephone interpretation services for FCDJFS. The Contractor must provide documentation of delivery of services with the monthly invoice. Upon receipt of needed information FCDJFS agrees to pay the Contractor the per minute rate of \$1.10 for Instantaneous Telephone Interpretation services per Minute. The Contractor will bill in one (1) minute increments for instantaneous telephone interpretation services.

### Translation Services

- **Nepali per Source Language Word:** Upon contact from FCDJFS the Contractor has agreed to provide inclusive languages translation services. Upon receipt of the monthly invoice and the requested translated document FCDJFS has agreed to pay the Contractor \$0.25 per source language word for Spanish Translation Services. FCDJFS understands there is minimum fee of \$65.00 for any document that contains less than/or 350 words.
- **Somali per Source Language Word:** Upon contact from FCDJFS the Contractor has agreed to provide inclusive languages translation services. Upon receipt of the monthly invoice and the requested translated document FCDJFS has agreed to pay the Contractor \$0.27 per source language word for Spanish Translation Services. FCDJFS understands there is minimum fee of \$85.00 for any document that contains less than/or 350 words.
- **Spanish per Source Language Word:** Upon contact from FCDJFS the Contractor has agreed to provide inclusive languages translation services. Upon receipt of the monthly invoice and the requested translated document FCDJFS has agreed to pay the Contractor \$0.18 per source language word for Spanish Translation Services. FCDJFS understands there is minimum fee of \$65.00 for any document that contains less than/or 350 words.
- **Inclusive/Comprehensive Identified Languages per Source Language Word:** Upon contact from FCDJFS the Contractor has agreed to provide inclusive languages translation services. Inclusive languages consist of other languages with the exception of Spanish the Contractor has identified as having the ability to provide translation services for FCDJFS. Upon receipt of the monthly invoice and the requested translated document FCDJFS has agreed to pay the Contractor \$0.25 per source language word for Inclusive Languages Translation Services.
- **Inclusive/Comprehensive Identified Languages per Source Language Word:** Upon contact from FCDJFS the Contractor has agreed to provide inclusive languages translation services. Inclusive languages consist of other languages with the exception of Spanish the Contractor has identified as having the ability to provide translation services for FCDJFS. Upon receipt of the monthly invoice and the requested translated document FCDJFS has agreed to pay the Contractor \$0.30 per source language word for Inclusive Languages Translation Services.
- **Translation Services- Minimum Translation Fee per Specified Language:** FCDJFS understands there is minimum fee of \$65.00 for any document to be translated that that contains less than/or 350 per source language word(s). Where a translation request is made for a document(s) to be translated into Spanish or other defined Inclusive Languages having 350 or less words, the Contractor may apply the minimum \$65 fee towards the requested document(s).

- **Translation Services- Minimum Translation Fee per Specified Language:** FCDJFS understands there is minimum fee of \$85.00 for any document to be translated that that contains less than/or 350 per source language word(s). Where a translation request is made for a document(s) to be translated into Spanish or other defined Inclusive Languages having 350 or less words, the Contractor may apply the minimum \$65 fee towards the requested document(s).
- **Basic Formatting Fee per Hour:** Upon contact from FCDJFS the Contractor has agreed to provide translation services. FCDJFS understands that if the requested translated document needs basic formatting, a fee will be charged for such services on an hourly basis. Basic formatting to include but not limited to: the recreation of tables, graphs or chars in Microsoft Office applications (i.e. Excel tables and graphs, Word forms utilizing developer mode). The Contractor has agreed to provide FCDJFS an estimate of basic formatting costs prior to formatting any document. Upon approval of estimated cost, receipt of the monthly invoice and the requested translated/formatted document FCDJFS has agreed to pay the Contractor a fee of \$40.00 per hour for basic formatting on a translated document.
- **Design Formatting Fee per Hour:** Upon contact from FCDJFS the Contractor has agreed to provide translation services. FCDJFS understands that if the requested translated document needs design formatting, a fee will be charged for such services on an hourly basis. Design formatting to include but not limited to: the recreation of documents submitted in non-workable formats (i.e. scanned copies of PDFs), including graphic design utilizing the Adobe Creative Suite. The Contractor has agreed to provide FCDJFS an estimate of design formatting costs prior to formatting any document. Upon approval of estimated cost, receipt of the monthly invoice and the requested translated/formatted document FCDJFS has agreed to pay the Contractor a fee of \$40.00 per hour for basic formatting on a translated document.
- **Expedited Translation Fee- Next Day Delivery 359 Words or Less:** Upon contact from FCDJFS the Contractor has agreed to provide translation services. FCDJFS understands that if the requested translated document needs to be expedited a fee will be charged for accelerated delivery. A fee of \$15.00 will be charged for expedited translation- next day delivery for documents with 359 words or less. The Contractor has agreed to provide FCDJFS an estimate of expedited fees prior to the document being translated. Upon approval of estimated cost, receipt of the monthly invoice and the requested translated/formatted expedited document FCDJFS has agreed to pay the Contractor a fee of \$15.00 per expedited next day delivery for translated documents of 359 words or less.
- **Expedited Translation Fee- Next Day Delivery 360 Words or More:** Upon contact from FCDJFS the Contractor has agreed to provide translation services. FCDJFS understands that if the requested translated document needs to be expedited a fee will be charged for accelerated delivery. A fee of \$20.00 will be charged for expedited translation- next day delivery for documents with 360 words or more. The Contractor has agreed to provide FCDJFS an estimate of expedited fees prior to the document being translated. Upon approval of estimated cost, receipt of the monthly invoice and the requested translated/formatted expedited document FCDJFS has agreed to pay the Contractor a fee of \$20.00 per expedited next day delivery for translated documents of 360 words or more.
- **Expedited Translation Fee- Same Day Delivery 359 Words or Less:** Upon contact from FCDJFS the Contractor has agreed to provide translation services. FCDJFS understands that if the requested translated document needs to be expedited a fee will be charged for accelerated delivery. A fee of \$80.00 will be charged for expedited Translation- same day delivery for documents with 359 words or less. The Contractor has agreed to provide FCDJFS an estimate of expedited fees prior to the document being translated. Upon approval of estimated cost, receipt of the monthly invoice and the requested translated/formatted expedited document FCDJFS has agreed to pay the Contractor a fee of \$80.00 per expedited same day delivery for translated documents of 359 words or less.

- **Expedited Translation Fee- Same Day Delivery 360 Words or More:** Upon contact from FCDJFS the Contractor has agreed to provide translation services. FCDJFS understands that if the requested translated document needs to be expedited a fee will be charged for accelerated delivery. A fee of \$100.00 will be charged for expedited Translation- same day delivery for documents with 360 words or more. The Contractor has agreed to provide FCDJFS an estimate of expedited fees prior to the document being translated. Upon approval of estimated cost, receipt of the monthly invoice and the requested translated/formatted expedited document FCDJFS has agreed to pay the Contractor a fee of \$100.00 per expedited same day delivery for translated documents of 360 words or more.

**Additional Contract Terms:**

- All individuals served under this contract are to be customers of FCDJFS.
- The Contractor will not charge any additional fees for on demand services, cancellations or changes to daily scheduled onsite interpretation services.
- All dates, times, locations and schedules for interpretation services are at the discretion of FCDJFS and are subject to change at any time to meet the needs of FCDJFS.
  - The Contractor has indicated the ability to provide same day service for all present hourly scheduled onsite interpretation services (currently covering the languages of Arabic, Nepali, Spanish and Somali). In the instance FCDJFS must request a schedule modification the Contractor will supply needed schedule modification(s) within five (5) business days of requested schedule change.
- The Contractor has identified languages they provide phone interpretation for with their internal interpreters, for these calls the Contractor will make every attempt to utilize their internal interpreters prior to transferring FCDJFS interpretation calls to the third party on call interpretation provider.
- When an assigned interpreter has cancelled an appointment the Contractor will make every attempt to replace the scheduled interpreter. As needed the Contractor will provide alternative interpretation options to FCDJFS with FCDJFS reserving the right to make the final decision on how to proceed with interpretation services.
- When an interpreter cancels, the contractor will make every attempt to provide options that are cost effective for FCDJFS and inline or less than the originally scheduled service cost. The contractor will track service changes and cost occurred, in the case there is a substantial increase to cost do to ongoing service changes the Contractor will work with FCDJFS to devise a plan to address said cost. FCDJFS reserves the right to renegotiate cost that have increased do the Contractor's inability to provide service options at like cost points when the Contractor has had to alter the service option for a scheduled appointment.
- The Contractor will contact FCDJFS when there are changes to regularly scheduled onsite interpretation services making every attempt to contact FCDJFS prior to said changes.
- The Contractor will address grievances within a twenty-four (24) hour period.
- In the case of an Interpreter being disciplined for actions occurring with or at FCDJFS the Contractor will notify FCDJFS of the situation. The Contractor will make every attempt to conduct disciplinary actions outside the premises of FCDJFS.
  - In the case a disciplinary action must take place at FCDJFS the Contractor will notify FCDJFS of the situation prior to the action taking place. The Contractor will work with FCDJFS to ensure the rules and regulation of FCDJFS are followed in these cases.

- The contractor will notify FCDJFS when a regularly scheduled onsite interpreter has been discharged from the Contractor.
- In order for FCDJFS to work with interpreters more effectively the Contractor will conduct provider training seminars to FCDJFS employees. Seminars will be designed to educate the personnel of FCDJFS on techniques of working with interpreters, explanation of the interpreter's roles and boundaries of those roles as dictated by National Code of Ethics for Interpreters in Healthcare and The Canon of Ethics and Conduct for Court Interpreters. I
  - Proposed training will be conducted on a biannually basis at each of the three (3) FCDJFS Opportunity Centers along with a train the trainer process for the FCDJFS internal training department.
  - FCDJFS will work with the Contractor to finalize the employee interpretation training plan and cost within in sixty (60) days of the contract period.
- FCDJFS will develop a monthly status report document for the Contractor to outline monthly activity including but not limited to: language hours for interpretation services, grievances, translation services, cancellations, changes, improvement areas and monthly successes.
  - The monthly status report will be due on the fifteenth (15) of each month.
  - The status report will be finalized within 60 days of the contract period.
- FCDJFS reserves the right to alter daily service plans as needed, service plans including but not limited to daily scheduled onsite interpretation, call center interpretation and phone interpretation. FCDJFS will make every attempt to provide changes in a timely manner in order to allow the Contractor to make needed adjustments for service needs.
- In the case FCDJFS request a service the Contractor has identified as being provided but cost were not outlined due to the rarity of their use and fluctuation in market prices; the Contractor will work to provide FCDJFS with service in the most cost effective manner. FCDJFS reserves the right to negotiate cost if prices offered are not compatible with other service providers.
- The CFDA number for the Refugee Social Services Program (93.556) is listed as an additional funding allocation. If, or when, appropriate, FCDJFS will charge this allocation for services that are allowable under this program.
- The Contractor understands that the continuation of funding for each allowable extension period is contingent upon the availability of funding and the successful completion of services as evidenced by invoicing, monthly expenditure reports, monitoring visits/reports, and technical assistance and/or corrective action plans.

**Applicable Compliance Requirements:**

(Select the appropriate CFDA and delete the other four CFDA's)

CFDA #93.558            Temporary Assistance for Needy Families (TANF), funded by the Department of Health and Human Services

CFDA #93.566            Refugee and Entrant Assistance – State Administered Programs, funded by the Department of Health and Human Services

(Select the appropriate agency type and delete the other two lists of Compliance Requirements)

*State, Local, and Tribal Governments*

**Federal Requirements**

Omni Circular; 2 CFR Chapter I, Chapter II Part 200, et al.      Uniform Administrative Requirements, Costs Principals and Audit Requirements for Federal Awards; Final Rule

29 CFR Part 97            Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments (DOL)

OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments  
OMB Circular A-102 Grants and Cooperative Agreements with State and Local Governments  
OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations

State Requirements

OAC 5101:9-4-02 Standards of Acquisition  
OAC 5101:9-4-07 Procurement Requirements  
OAC 5101:9-4-15 Disposal of Assets

County Requirement

Chapter VII Competitive Bidding, Franklin County Purchasing Department's Manual of Procedures

The Contractor agrees and understands that the terms and conditions of this Contract Agreement as established in Article II: Procurement, Contract Compliance and Audit Responsibilities may be amended to ensure compliance with the Omni Circular; 2 CFR Part 200.

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Date

JFS CHART SCHEDULE

Effective: 4/9/2018

	Lunch Times	Monday	Tuesday	Wednesday	Thursday	Friday	
West OC	12:00	Mohamed Hlawle* 8:00 - 5:00	Mohamed Hlawle 8:00 - 5:00	Mohamed Hlawle 8:00 - 5:00	Mohamed Hlawle 8:00 - 5:00	Mohamed Hlawle 8:00 - 5:00	
	12:30	Mouhyadin Hassen 8:30 - 5:30	Mouhyadin Hassen 8:30 - 5:30	Mouhyadin Hassen 8:30 - 5:30			
	1:00	Abdiwali Gedl 8:30 - 5:30	Abdiwali Gedl 8:30 - 5:30	Abdiwali Gedl 8:30 - 5:30	Abdiwali Gedl 8:30 - 5:30	Abdiwali Gedl 8:30 - 5:30	
	12:30	Samuel Hernandez Diaz 8:30 - 5:30	Samuel Hernandez Diaz 8:30 - 5:30	Samuel Hernandez Diaz 8:30 - 5:30	Samuel Hernandez Diaz 8:30 - 5:30	Samuel Hernandez Diaz 8:30 - 5:30	
	12:00	Patricia Bolanos 8:00 - 5:00	Patricia Bolanos 8:00 - 5:00	Patricia Bolanos 8:00 - 5:00	Patricia Bolanos 8:00 - 5:00	Patricia Bolanos 8:00 - 5:00	
	1:00	Enidza Valentin Conde 8:30 - 5:30	Enidza Valentin Conde 8:30 - 5:30	Enidza Valentin Conde 8:30 - 5:30	Enidza Valentin Conde 8:30 - 5:30	Enidza Valentin Conde 8:30 - 5:30	
	<b>Northland DC</b>						
	12:30	Eblen Jama 8:30 - 5:00	Eblen Jama 8:30 - 5:00	Eblen Jama 8:30 - 5:00	Eblen Jama 8:30 - 5:00	Eblen Jama 8:30 - 5:00	
1:00		Fardosa Shirdon 8:00 - 4:30 (Child Care)			Fardosa Shirdon 8:00 - 4:30		
12:00	Mouna Wals 8:00 - 4:30	Mouna Wals 8:00 - 4:30 (Child Care)	Mouna Wals 8:00 - 4:30	Mouna Wals 8:00 - 4:30			
1:30	Sahra Abukar 8:30 - 5:00	Sahra Abukar 8:30 - 5:00	Sahra Abukar 8:30 - 5:00	Sahra Abukar 8:30 - 5:00	Sahra Abukar 8:30 - 5:00		
1:00	Laxmi Upreti 8:30 - 5:00	Laxmi Upreti 8:30 - 5:00	Laxmi Upreti 8:30 - 5:00	Laxmi Upreti 8:30 - 5:00	Laxmi Upreti 8:30 - 5:00		
12:30	Tika Bawa 8:30 - 5:00	Tika Bawa 8:30 - 5:00	Tika Bawa 8:30 - 5:00	Tika Bawa 8:30 - 5:00	Tika Bawa 8:30 - 5:00		
12:00	Serita Rasooly* 8:00 - 4:30	Serita Rasooly 8:00 - 4:30	Serita Rasooly 8:00 - 4:30	Serita Rasooly 8:00 - 4:30	Serita Rasooly 8:00 - 4:30		
12:00	Eric Hernandez 8:00 - 4:30	Eric Hernandez 8:00 - 4:30	Eric Hernandez 8:00 - 4:30	Eric Hernandez 8:00 - 4:30	Eric Hernandez 8:00 - 4:30		
12:30	Esther Arvizu 8:30 - 5:00	Esther Arvizu 8:30 - 5:00	Esther Arvizu 8:30 - 5:00	Esther Arvizu 8:30 - 5:00	Esther Arvizu 8:30 - 5:00		
1:00	Diana Lopez 8:30 - 12:30		Diana Lopez 8:30 - 4:30		Diana Lopez 8:30 - 12:30		
12:30	Mohammed Alathari 8:30 - 5:00	Mohammed Alathari 8:30 - 5:00	Mohammed Alathari 8:30 - 5:00		Mohammed Alathari 8:30 - 5:00		
<b>Northland Call Center</b>							
12:00	Hamda Wals 7:30 - 4:00	Hamda Wals 7:30 - 4:00	Hamda Wals 7:30 - 4:00	Hamda Wals 7:30 - 4:00	Hamda Wals 7:30 - 4:00		
12:30	Nasteho Hassan 9:00 - 5:30	Nasteho Hassan 9:00 - 5:30	Nasteho Hassan 9:00 - 5:30	Nasteho Hassan 9:00 - 5:30	Nasteho Hassan 9:00 - 5:30		
12:00	Ana Cajjal 7:30 - 4:00	Ana Cajjal 7:30 - 4:00	Ana Cajjal 7:30 - 4:00	Ana Cajjal 7:30 - 4:00	Ana Cajjal 7:30 - 4:00		
12:30	Lizbeth Anzures 9:00 - 5:30	Lizbeth Anzures 9:00 - 5:30	Lizbeth Anzures 9:00 - 5:30	Lizbeth Anzures 9:00 - 5:30	Lizbeth Anzures 9:00 - 5:30		
<b>East OC</b>							
12:30	Alondra Jimenez 8:30 - 5:00	Alondra Jimenez 8:30 - 5:00	Alondra Jimenez 8:30 - 5:00	Alondra Jimenez 8:30 - 5:00	Alondra Jimenez 8:30 - 5:00		
1:00	Paola Aguilar 9:00 - 5:30	Paola Aguilar 9:00 - 5:30	Paola Aguilar 9:00 - 5:30	Paola Aguilar 9:00 - 5:30	Paola Aguilar 9:00 - 5:30		

\*Denotes Site Supervisor

Somali	Spanish	Somali/Arabic	Nepali	Arabic
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**ATTACHMENT B**

**FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**CIVIL RIGHTS PLAN 2015**

# FRANKLIN COUNTY JOB & FAMILY SERVICES CIVIL RIGHTS PLAN

## Statement of Policy

All programs, services and benefits administered, supervised, authorized and/or participated in by the Franklin County Department of Job and Family Services and contracted providers shall be operated in accordance with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Multiethnic Placement Act of 1994 (MEPA), as amended by the Interethnic Adoption Provisions of 1996 (IEP); the Americans with Disability Act Amendment Act of 2008; Title IX of the Education Amendments of 1972 and the Workforce Innovation Opportunity Act (WIOA) of 2014.

No person(s) shall, in violation of state or federal law, on the grounds of race, color, national origin, disability, age, sex or religion, political affiliation or belief, Workforce Innovation and Opportunity Act (WIOA) participation status, or , for beneficiaries only, citizenship status (not all bases apply to all programs) 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 by the Franklin County Department of Job and Family Services and county agency contractor.

The Director of the Franklin County Department of Job and Family Services shall implement the Civil Rights Plan within the service area through the following methods:

## Delegated Authority

The Franklin County Department of 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. Attending ODJFS approved civil rights training within six months of becoming the civil rights coordinator, and attending training updates as required by ODJFS.
2. Providing input to management to improve the civil rights in service delivery, and to discuss civil rights complaints, issues, and reports of compliance activities within the county agency or within county agency contractors.
3. Maintaining essential compliance records and files, including client analysis data, staff training records, confidential complaint files, and accommodation requests.
4. Reviewing written policies to make sure that those policies are nondiscriminatory.

Revised 10/2017

5. Providing technical assistance or referring staff to appropriate resources for technical assistance. Providing annual training on civil rights in service delivery to staff. New staff shall receive training as part of their initial orientation. Maintain records (i.e., rosters) of training.
6. Civil rights coordinators (CRC) shall disseminate civil rights information to county agency staff and county agency contractors, vendors, beneficiaries, and other interested parties.
7. Acting as civil rights liaison between ODJFS, the county agency, county agency contractors, beneficiaries, and community groups or other organizations concerning civil rights in the delivery of services.

### **Complaint Policy and Procedure**

The Franklin County Department of Job and Family Services shall have in effect a complaint procedure which incorporates the elements of due process. The procedure follows the steps/process(es) identified below:

1. Any person may file a written complaint alleging discrimination within 180 days from the date of the alleged discriminatory act. Complaints can be filed with the ODJFS-BCR or the county agency. Assistance in drafting and filing complaints shall be made available. A complaint is deemed filed when the county agency or ODJFS-BCR receives a written statement sufficiently precise to identify the parties and to describe generally the action or practices for which there is a complaint. ODJFS discrimination complaint forms may be obtained from the ODJFS-BCR or the county agency, but the use of any particular form is not required for the proper filing of a complaint.
2. Any complaint alleging discrimination filed with ODJFS-BCR or a county agency shall contain the following information:
  - a. The full name and address of the person making the complaint.
  - b. The full name and address of the covered entity (e.g., ODJFS, CDJFS, OMJ) against whom the complaint is made.
  - c. The basis on which the complainant believes the discrimination has occurred (not all bases apply to all programs): race, color, religion, national origin, disability, age, sex, political affiliation or belief (WIOA and FNS). WIOA participation status or for beneficiaries only, citizenship status (WIOA only).
3. A statement of the facts that the complainant believes indicates an unlawful discriminatory practice is of a continuing nature, the dates between which said continuing acts are alleged to have occurred. A statement as to any other grievance, action or proceeding in any other forum based upon the same facts as are alleged in the complaint, together with a statement as to the status or disposition of such other action.
4. The complainant and respondent shall be advised of the results of the investigation, after the completion of the investigation, which includes referral to FNSRO and its concurrence with ODJFS' action. The complainant shall also be advised of the right to file a complaint with any appropriate state or federal civil rights enforcement agency.

Revised 10/2017

5. Upon receiving a complaint alleging discrimination, the county agency shall forward the complaint to the ODJFS-BCR within three working days of date of receipt; make all persons or papers pertaining to a case being handled by the ODJFS-BCR available at the ODJFS-BCR's request unless doing so would violate state or federal law; submit any information requested by the ODJFS-BCR not later than fourteen working days from date of receipt of request unless otherwise agreed upon; cooperate fully with the ODJFS-BCR during the course of any investigation; not initiate, conduct, or run concurrent investigation(s); and not retaliate against the complainant or any person(s) associated with any inquiry conducted by the ODJFS-BCR
6. The county agency shall agree to post in conspicuous places, available to employees and applicants for employment, notices stating that the county agency complies with all applicable federal and state non-discrimination laws. The county agency shall, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants shall receive consideration for employment without regard to race, color, national origin, disability, age, sex, religion, political affiliation or belief, WIOA participation status, or, for beneficiaries only, citizenship status (not all bases apply to all programs).

**A CIVIL RIGHTS COMPLAINT MAY BE INITIALLY FILED BY CONTACTING ANY OF THE FOLLOWING OFFICES/INDIVIDUALS:** (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. The reason for this is so that the filing will be with the correct agency, based upon the kind of program, service or benefit being complained about.)

The Franklin County Department of Job and Family Services, Civil Rights Coordinator,  
Janel Theiss at: 1721 Northland Park Avenue, Columbus, Ohio 43229-5174.  
(614) 233-2076.

The Ohio Department of Job and Family Services, Bureau of Civil Rights, 30 East Broad,  
30<sup>th</sup>Floor, Columbus, Ohio 43215. Telephone: (614) 644-2703; Toll Free:  
1-866-227-6353.

The United States Department of Health and Human Services, Office for Civil Rights, Region V,  
233 N. Michigan Avenue, Suite 240, Chicago, Illinois 60601. Telephone: (312) 886-2359;  
(312) 353-5693 (TDD).

The United States Department of Agriculture, , Office of Civil Rights, Room 326-West, Whitten  
Building, 1400 Independence Avenue, S.W., Washington, D.C., 20251.  
Telephone: (866) 632-9922 (voice), (800) 877-8339 (TTY) or (866) 377-8642 (TTY).

The United States Department of Labor, Civil Rights Center, 200 Constitution Avenue, N.W.,  
Room N-4123, Washington, D.C., 20210. Telephone: (202) 693-6505.

Revised 10/2017

This Civil Rights Plan, including provisions for Limited English Proficiency as a separate plan, is hereby approved as a guiding policy for the Franklin County Job & Family Services.

**Signatures:**

  
Person with Authority

  
Title

  
Date

  
Person with Authority

Assistant Director  
Title

10/11/17  
Date

  
Person with Authority

Assistant Director  
Title

10/11/17  
Date

\_\_\_\_\_  
Person with Authority

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Person with Authority

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date