

# Limited English Proficiency Plan

Washington Co. Job And Family Services

11/20/2014

Civil Rights Coordinator  
Candy Nelson

Report Includes (Check All That Applies:

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Pcsa \_\_\_\_\_

Csea \_\_\_\_\_

Wia One Stop \_\_\_\_\_

YOU MAY INCLUDE YOUR AGENCIE'S CIVIL RIGHTS PLAN

**Limited English Proficiency Plan**

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## **Limited English Proficiency Plan**

### **I. Purpose**

The purpose of this Limited English Proficiency plan (plan) is to provide assurances and demonstrate that customers of [Washington Co. 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.

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

### **II. Authorities and Definitions**

#### **Federal Authorities**

- **Title VI of the Civil Rights Act of 1964**, 42 U.S.C. §2000 et seq.; 45 CFR §80, Nondiscrimination based on race, color or national origin for any programs receiving federal financial assistance. Failure to provide meaningful access to program information, benefits and/or services due to an applicant/recipient's LEP is considered discrimination based on national origin.
- **U.S. Department of Justice Title VI Legal Manual**, January 11, 2001 edition
- **U.S. Department of Labor Policy Guidance on the Prohibition of National Origin Discrimination as it Pertains to Persons with Limited English Proficiency (05/29/03)**, Federal Register, Volume 68, Number 103, Page 32289-32305
- **Food Stamp Program LEP regulations**, 7 CFR §272.4
- **Ohio Department of Job and Family Services Language Access Policy**, Dated January 20, 2005
- **Ohio Administrative Code section 5101:9-2-01**
- **Ohio Administrative Code section 5101:9-2-05**

#### **Definitions of Terms:**

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

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language to understand the services, benefits or the requirements for services or benefits offered by the county agency. These necessary steps must allow an individual the opportunity to qualify for the benefits or services provided by that county agency 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.

- **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.
- **Meaningful access** – “Meaningful access” to benefits, programs and services is the standard of access required of the county agencies since they receive federal funding through the state of Ohio. Meaningful access requires compliance by county agencies 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 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** – The entity contained within the Ohio Department of Job and Family Services charged with the responsibility of overseeing compliance by county agencies 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.
- **Vital Documents** – forms or documents *designed and utilized by the county agency* 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, letters designed by the county agency requesting eligibility documentation.
- **Outreach Documents** – county agency designed documents utilized by the county agency to provide information to the general public but targeting individuals who are eligible or may be eligible for county benefits/services or programs.

### **III. Washington Co. Job And Family Services Policy**

It is the policy of Washington Co. 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 Washington Co. Job and Family Services, its contractors and/or vendors. Meaningful access involves Washington Co. 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

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plan specifically provides necessary assurances and identifies tools being used to effectuate this policy.

### **IV. LEP Population**

Washington Co. 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 Washington Co. Job and Family Services is/are Hispanic or Latino and Asian. The methodology used to make this determination is as follows: 2010 US Census Data for Washington Co., Ohio Any LEP language group that comprises at least 5% or 1,000 individuals whichever is less, of persons eligible for or likely to be affected by the agency's services or benefits must be included as one of the county languages.). Washington Co. Job and Family Services will periodically monitor the LEP population of those served or those who could be served by Washington Co. 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 Washington County, Washington Co. Job and Family Services will adjust its methods and services to serve the new population accordingly. Any new LEP populations will be reflected in the next LEP plan.

### **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)).  
Information here
- Staff Interpreter(s) (if checked provide name(s) and language(s) with brief description of method of determining competence as interpreter(s)).  
Information here
- Interpreter Contract (if checked, provide name(s) of contractor(s), list service(s) provided, language(s) covered, and brief description of how vendor(s) was/were chosen. Also attach copy of agreement or contract to this plan)  
Information here
- 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)  
Certified Languages International, 4800 SW Macadam Ave., Suite 400, Portland, OR 97239

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- Agreement with Educational Institution (if checked provide name of institution, name(s) of interpreters, brief description of method of determining competence of interpreter. Attach copy of agreement, MOU or other written document to this plan. If nothing in writing, describe arrangement).  
Information here
- Translation contracts (if checked provide name(s) of contractor(s), list service(s) provided, language(s) covered and brief description of how vendor was chosen. Also attach copy of agreement or contract to this plan).  
Information here
- Other (if checked explain arrangement and attach any relevant documents explaining the arrangement to this plan).  
Information here

## **VI. Interpreter Services**

Washington Co. 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 Washington Co. 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 Washington Co. Job and Family Services makes this policy known to the LEP through the following methods (e.g. posters in other languages, Babel cards, etc.). Posters in lobby and in worker's offices and information posted on the agency's website.

Washington Co. Job and Family Services addresses phone calls and voice mail by LEP individuals in the following manner (describe County agency phone services for LEP individuals. If addressed through something checked in section V. can reference that portion). Phone calls and face-to-face services are screened by agency employees and if LEP services are required the agency employee contacts Certified Languages International for services which includes phone calls, interviewing and paperwork that needs to be translated to the client.

Washington Co. Job and Family Services addresses walk-ins to the Washington Co. Job and Family Services who are LEP individuals in the following manner (refers to receptionists or point of contact) Front Desk employees screens and determines LEP services are required. They will contact the Certified Languages International for services.

Washington Co. 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, Washington Co. 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 Washington Co. 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

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

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

Washington Co. 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, Latino or Hispanic and Asian meeting this criterion is/are the language group.

Washington Co. 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 (County Agency name) services. Currently, Latino or Hispanic and Asian groups meeting this criterion is/are-identify language groups.

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

### **VIII. Dissemination of Information to County Agency Personnel**

Washington Co. 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.).

1. Classroom training by Agency's Training Officer going over all material, hand-outs, etc.
2. New Employee orientation (training on LEP and civil rights)
3. On-line training

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

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

Information here:

### **X. Attachments**

**Attachment A** – Contract with Certified Languages International for Limited English speaking individuals

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**Attachment B - Title**

**Attachment C - Title**

**Attachment D - Title**

**Attachment E - Title**



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**Signatures:**

<u>Therese B. Kelly</u>	<u>Director</u>	<u>12/5/14</u>
Person with authority	Title	Date
_____	_____	_____
Person with authority	Title	Date
_____	_____	_____
Person with authority	Title	Date
_____	_____	_____
Person with authority	Title	Date
_____	_____	_____
Person with authority	Title	Date
_____	_____	_____



**CERTIFIED LANGUAGES  
INTERNATIONAL**

## SERVICE AGREEMENT

### CUSTOMER INFORMATION

<b>Customer Name:</b>	Washington County Dept. of Job & Family Services
<b>Primary Contact:</b>	Ruth Burdette
<b>Email Address:</b>	ruth.burdette@jfs.ohio.gov
<b>Mailing Address:</b>	1115 Gilman Ave, Marietta, OH 45750
<b>Phone Number:</b>	(740) 373-5513 x 249
<b>Billing Contact and Address (if different from above):</b>	Same
<b>Billing Email for Electronic Invoices:</b>	
<b>Secondary Email for Invoices:</b>	
<b>Purchase Order (if applicable):</b>	

**Password-Protected Invoice Emails:**

Check this box if you want to receive invoices with a password-protected email:

### COMPANY INFORMATION

**Company Name:** Certified Languages International, LLC  
an Oregon limited liability company

**Company Address:** 4800 SW Macadam Avenue, Suite 400  
Portland, OR 97239

**Company Phone Number:** (503) 484-2425

**Company Fax Number:** (503) 450-1913

**Company EIN:** 93-1220817

**Support Representative:** Bill Reed  
[BillR@CertifiedLanguages.com](mailto:BillR@CertifiedLanguages.com)  
(800) 362-3241 ext. 319

## TERMS AND CONDITIONS

This Service Agreement ("**Agreement**") is entered into as of 11/20/2014 ("**Effective Date**") between Certified Languages International, LLC, an Oregon limited liability company ("**CLI**" or "**Company**"), with its headquarters located at 4800 SW Macadam Avenue, Suite 400, Portland, OR 97239, USA, and **Washington County Dept. of Job & Family Services**, ("**Customer**"), with its headquarters located at 1115 Gilman Ave, Marietta, OH 45750.

Customer and the Company are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**." Customer desires to retain Company to provide professional services, including certain interpretation and translation services to Customer (the "**Services**"), either in person or by telephone, as requested by the Customer based upon the following terms and conditions:

### 1. **Services**

Customer retains Company to provide over-the-phone interpretation services and/or document translation services (individually or collectively, the "**Services**") as specified on Schedule B.

### 2. **Privacy and Data Security**

**2.1 Processing Customer Data.** In the course of delivering the Services for Customer, two categories of data are collected: (1) the data necessary for determining billing and authorization information (Company ID, date, time of call, department ID, authorization ID); and (2) the data associated with the Services (for example, an encrypted recording of a telephone translation incident, hand-written call notes of a translator, or a translation document). All such data is referred to as "Customer Data."

**2.1.1** Company will at all times collect and process Customer Data only in accordance with the instructions of the Customer Contact, as set forth in Schedule A and as communicated in writing from time to time.

**2.1.2** Unless otherwise requested by Customer, telephone interpretation calls may be recorded for billing and internal quality control purposes only. Recordings are encrypted and managed on a secure server with custom software, and are for CLI internal utilization only.

**2.2 Disclosing Customer Data.** Company will not disclose, copy, reproduce, or transfer Confidential Information, including Customer Data, to any third party, for any reason, without the prior permission in writing of the Customer except where such disclosure or transfer is required by any applicable law, regulation, or governmental authority.

### **2.3 Technical and Organizational Measures.**

**2.3.1** Company will ensure that technical and organizational measures are adopted (a) to protect Customer Data against accidental, unauthorized, or unlawful destruction, loss, damage, alteration, disclosure, access, and processing and (b) as required by any applicable data protection law.

**2.3.2** Company will inform Customer Contact in writing within 24 hours of any accidental or unlawful destruction or accidental loss or damage, alteration, unauthorized disclosure, or access to the Customer Data.

3. **Compensation**

In consideration for Company providing the Services hereunder, Customer shall pay Company in accordance with the fees and payment schedule set forth in Schedule A and Schedule B.

4. **Term and Termination**

4.1 **Termination.** This Agreement commences on the Effective Date and may be terminated by either Party with 30 days' written notice to the other Party.

4.2 **Effect of Termination.** Termination of this Agreement shall not affect any rights or obligations accrued by either Party prior to termination.

5. **General Warranties**

Except for the express warranties in this Agreement, Company expressly disclaims all warranties with respect to the Services, express and implied, including but not limited to the warranty of merchantability and the warranty of fitness for a particular purpose.

5.1 **Compliance.** Company represents and warrants that it shall comply with (a) all applicable federal, state, and local laws, regulations, and guidelines, including, but not limited to, all applicable federal, state, and local tax laws and regulations, and shall obtain any licenses, permits, or registrations necessary for Company to be able to perform under this Agreement, which shall include, but is not limited to, all privacy laws, regulations, and guidelines; and (b) Customer business policies and security requirements while on Customer's premises.

5.2 **HIPAA.** Company represents and warrants that it complies with the federal laws and regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) governing the use and/or disclosure of individually identifiable health information. Company is aware that Customers will be required to be in compliance with those regulations as promulgated under HIPAA. Company also complies with the Joint Commission standards and regulations governing the provision of healthcare services.

5.3 **Safe Harbor.** Company agrees that it will fully and accurately satisfy its responsibilities, as the provider of services covered by this Agreement, under the Safe Harbor Regulations relating to program "fraud and abuse" promulgated under the Social Security Act and the Medicare and Medicaid Patient & Program Protection Act of 1987.

5.4 **Eligibility.** Company warrants that it is not disbarred or suspended, proposed for disbarment or declared ineligible for award, of contracts by any Federal Agency.

5.5 **Presentations and Publications.** Company shall not present, publish, nor submit for publication any work resulting from Company's Services delivered to Customer without Customer's prior written approval.

6. **Confidential Information**

6.1 **Definition.** "Confidential Information" means any and all information provided to a Party by the other Party or other information, which a Party otherwise gains access to during the course of its performance under this Agreement, regardless of whether such information is labeled or otherwise identified as being confidential. Without limiting the generality of the foregoing, Confidential Information shall include a Party's trade secrets, techniques, processes, procedures, costs, prices, finances, marketing plans, business opportunities, Customer Data, and customer information. Confidential Information shall not include data or information that (a) was in the public domain at the time it was disclosed or falls within the

public domain, except through the fault of the receiving Party; (b) was known to the receiving Party at the time of disclosure without an obligation of confidentiality, as evidenced by such Party's written records; (c) was disclosed after written approval of the disclosing Party; (d) becomes known to the receiving Party from a source other than the disclosing Party without an obligation of confidentiality; or (e) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information, as evidenced by such Party's written records.

- 6.2 Ownership and Disclosure.** Customer and Company each retains all right, title, and interest in its own respective Confidential Information. During the term of this Agreement and for a period of five (5) years thereafter, the receiving Party shall not (a) without first obtaining the consent of the disclosing Party, disclose to any third party any Confidential Information; or (b) without the consent of the disclosing Party, use the Confidential Information for any purpose not specified in this Agreement. The receiving Party shall notify the disclosing Party promptly of any unauthorized disclosure of the Confidential Information and assist the disclosing Party in remedying any such unauthorized disclosure. Each Party agrees that all persons having access to the Confidential Information of the other Party under this Agreement will abide by the confidentiality obligations set forth in this Agreement. Nothing in this Agreement shall be construed to restrict the Parties from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case the Party requested to make such disclosure shall timely inform the other Party and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, the disclosing Party shall permit the other Party to attempt to limit such disclosure by appropriate legal means.

## **7. Indemnification**

- 7.1 By Company.** Company agrees to indemnify, defend, and hold Customer and its Affiliates and their respective employees, directors, officers, and agents harmless against any third party claim, liability, damages, losses, judgment, and other expense (including, but not limited to, reasonable attorney's fees and court costs), "Liability", arising out of or resulting from any third party claims made or proceedings brought against Customer to the extent such Liability arises from Company's gross negligence or willful misconduct, breach of its representations in this Agreement, or violation of applicable law.
- 7.2 Requirements.** To receive the indemnities set forth in this Agreement, Customer shall (a) promptly notify the Company in writing of a claim or suit; (b) provide reasonable cooperation; and (c) permit the Company sole control of the defense and settlement of the claim. No settlement or compromise shall be binding on Company without its prior written consent, which consent shall not be unreasonably withheld.

## **8. Insurance**

Company shall, at its own cost and expense, obtain and thereafter maintain in full force and affect the following insurance during the term of this Agreement:

- (a) Worker's Compensation Insurance with statutory limits and Employer's Liability coverage with statutory limits, as required by applicable law in Company's jurisdiction.
- (b) General Liability Insurance including Professional Liability Insurance with a minimum limit of two million dollars (\$2,000,000.00) per occurrence.

9. **Miscellaneous**

- 9.1 Use and Non-solicitation.** Customer shall not, for any reason, use Company's interpreters for illegal or improper purposes. **Customer and Company are expressly prohibited from soliciting each other's contracted interpreters, employees, officers, and agents for the purpose of terminating an existing relationship between such interpreter, employee, officer, or agent with the other Party, without the express written consent of the other Party. The Parties expressly agree that a breach of any provision of this Section 9.1 shall entitle the injured Party to injunctive relief and/or monetary damages.**
- 9.2 Modification; Waiver.** This Agreement may not be modified or amended except by a written instrument signed by both Customer and Company. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the Party against whom the waiver is asserted. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited in this Agreement.
- 9.3 Notices.** All notices required or permitted under this Agreement will be in writing and shall be considered as having been given if sent by regular mail or overnight courier to the recipient's last known address.
- 9.4 No Third Party Beneficiaries.** This Agreement has been entered into for the mutual benefit of Company and Customer and in no event will any third party benefits or obligations be created thereby.
- 9.5 Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement.
- 9.6 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any action or arbitration initiated to enforce a provision of this Agreement shall be made in Multnomah County, Oregon.
- 9.7 Independent Contractor - Consultant Relationship.** Company's status under this Agreement is that of an independent contractor. All Company personnel shall be employees or independent contractors of Company and shall not be deemed an employee, agent, partner, or joint venturer of Customer for any purpose whatsoever. Neither Company nor any Company personnel shall have any authority to bind or act on behalf of Customer. It is further understood that any interpreter performing interpretation at Customer's office is not an employee of Customer. Customer shall have no duty or responsibility to withhold income tax or social security tax, or pay workers' compensation insurance premiums, unemployment compensation, or any fringe benefit incident to employer-employee relations to Company or to any interpreter.
- 9.8 Assignment.** Customer may not assign this Agreement or any interest herein, or delegate any of its duties hereunder, to any third party without the prior written consent of Company, except that such consent will not be required in connection with a transfer of all or substantially all of such Party's business and assets. Any attempted assignment or delegation without such consent or outside the context of an asset sale shall be null and void.
- 9.9 Injunctive Relief.** The Parties agree that injunctive relief is appropriate in enforcing the confidentiality and non-solicitation provisions of this Agreement.
- 9.10 Attorneys' Fees.** In any dispute, proceeding, appeal, or review arising from this Agreement or an alleged or threatened breach hereof, the prevailing Party shall be entitled to recover

costs and reasonable attorneys' fees. If this Agreement is placed in the hands of an attorney as a result of any breach hereof, the non-breaching Party shall be entitled to recovery of costs and reasonable attorneys' fees including those incurred in the collection of any monies owed.

- 9.11 Force Majeure.** Neither Party shall be liable to the other for any delay or failure in performance hereunder (excluding the obligation to pay money) due to causes that are beyond the reasonable control of the Party unable to perform, including, without, limitation, slowness or interruption of telecommunications or internet services.
- 9.12 Subcontracting.** Company may enter into subcontracts with subcontractors to provide a portion of the Services under this Agreement, provided that Company shall remain responsible for the acts or omissions of such subcontractors as if such subcontracted activities had been performed by Company.
- 9.13 Severability.** If any of the provisions of this Agreement is or becomes illegal, unenforceable, or invalid (in whole or in part for any reason), the remainder of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.
- 9.14 Limitation of Liability.** Neither party will be liable to the other party for indirect, special, punitive, incidental, statutory, or consequential damages (including replacement costs, lost profits, revenues, or savings) arising out of or relating to this Agreement, whether based on contract, tort (including negligence and strict liability), or any other legal or equitable theory, even if the party has been advised of the possibility of such damages and even if a remedy set forth in this Agreement is found to have failed its essential purpose. The fees stated herein reflect the allocation of risk, and neither party would enter into this Agreement without these limitations on liability. Neither party's liability under this Agreement will exceed an amount equal to the amount paid by Customer to Company for the portion of the Services that gives rise to the claim. These limitations of liability will not apply to (a) breach of a party's confidentiality or nonsolicitation obligations; (b) Customer's breach of use restrictions; or (c) fees due from Customer.
- 9.15 Unauthorized Use of Service.** Customer agrees to safeguard its customer code against use by unauthorized persons. Customer shall be solely and fully responsible for charges resulting from use of its customer code, whether or not such use is authorized.
- 9.16 Survival.** The terms and conditions of this Agreement, which by their nature require performance by either party after the termination or expiration of this Agreement, including, but not limited to, limitations of liability, exclusions of damages, obligations of confidentiality, and indemnities, will be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.
- 9.17 Entire Agreement.** This Agreement, including the attached exhibits, all of which are herein incorporated by this reference, contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements and undertakings with respect thereto.

## SCHEDULE A

### CUSTOMIZED BILLING

Certified Languages International (CLI) provides customized billing to each of its customers by gathering the information requested by each of its customers from callers for each interpretation session. Gathered information will appear with each call on your monthly invoice and allows you to track your usage.

**Your invoice will automatically include the date, time, length, total cost, and language needed for each call.** In addition to the information above, CLI can collect up to **four** additional pieces of information for the call.

Please enter the information you wish to be collected below.

**NOTE:** If you indicate "YES" (required for billing), your employee/CSR will NOT be connected to an interpreter without this information. If we should connect your employee/CSR regardless of them having the particular piece of information, please indicate "NO."

Information to be Collected	Required for Billing?
1. Caller's Name	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2. Phone Number	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>If "YES" to any of the above, please provide below the name and phone number of a contact within your company who callers can be referred to should they not have the billing information required for connection.</p>	
Contact Name:	
Contact Phone Number:	

### LANGUAGE MIX

Anticipated Minutes Per Month (if known):	
Frequently Requested Languages: Attach previous usage report, invoice, or spreadsheet (if available).	



## SCHEDULE B

### PRICING AND TERMS OF SERVICE

*Certified Languages International (CLI)'s services are priced on a per-use basis with no monthly minimums. All invoice terms Net 30; 1.0% accrued interest on balances exceeding thirty days. All fees and reimbursements are to be made in U.S. Dollars and exclude sales, use, or other applicable tax. The following lists the fees by service type:*

**Service 1 — On-Demand Telephonic Interpretation:** Customers are connected to interpreters 24/7/365. Billing is based on a per-minute basis (rounded to the nearest minute) and commences once an interpreter is connected to the call. CLI does not provide third party dial-out beyond the borders of the U.S. or Canada.

**Service 2 — Pre-Scheduled Telephonic Interpretation:** Customers may schedule phone appointments with interpreters in specific languages. There is a minimum fee equal to **30 minutes** regardless of actual time spent during the interpretation session. There is also a **30-minute** cancellation fee if cancellation is not received 24 hours before the scheduled session. If an interpreter has not been assigned to a call and the call is canceled, the minimum fee will not apply.

**Late Policies:** Interpreters will wait up to 30 minutes past the original scheduled start time for a pre-scheduled appointment to start. Upon request, an interpreter will hold up to one hour past the scheduled time. Billing for pre-scheduled appointments begins at the original scheduled time unless provisions for a delayed start time are made 24 hours in advance.

Flat rate for all languages, Service 1 and Service 2: **\$US 1.25 per minute**

**Service 3 — Document Translation:** Each document translation project is priced based on word count, language, and document software platform. An authorized User will be required to send an email to CLI's Manager of Translation Services authorizing the work to be done and specifying any special requirements related to the translation including but not limited to special confidential handling of the document. Cost estimates provided by CLI are approximate.

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**Phone Recordings:** Calls may be recorded for Internal Quality Assurance purposes only. By checking the box below, you are requesting that your sessions *not* be recorded.

I request that my interpretation sessions not be recorded.

**SIGNATURES**

Customer and Company have caused this Agreement to be duly executed as of the Effective Date identified on page 2 of this Service Agreement.

**Customer:**

**Signature:** *[Handwritten Signature]*

**Name:** *Ruth Burdette*

**Position:** *Chief Financial Officer*

**Date:** *11/22/2014*

**Company:** Certified Languages International, LLC

**Signature:** *[Handwritten Signature]* 2014.11.23 11:42:58 -08'00'

**Name:** Kristin Quinlan

**Position:** CEO

**Date:**

**CONTRACT BETWEEN  
THE WASHINGTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
SUSAN BARENGO, SIGN LANGUAGE INTERPRETER**

This is an agreement between the Washington County Department of Job and Family Services, 1115 Gilman Avenue, Marietta, Ohio (herein after "WCDJFS") and Susan Barengo, 106 Country Club Drive, Marietta, Ohio 45750, Sign Language Interpreter, (herein after "Interpreter").

WHEREAS, the Interpreter is skilled in providing sign language interpreter services for hearing impaired adults and children, and;

WHEREAS, WCDJFS administers public assistance programs, and is in occasional need of sign language interpreter services for families applying for assistance, and;

WHEREAS, the parties (WCDJFS and the Interpreter) desire to enter into a contract in accordance with the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties have agreed and do agree to the Agreement as follows:

**1. TERM**

This contract will be effective from September 1, 2014 through June 30, 2015, inclusive, unless otherwise terminated or extended by formal amendment.

If there are no changes to the terms or conditions of the contract, WCDJFS may, in its sole discretion, extend the contract for an additional year. All terms and conditions of the contract, including quantity and quality of services, will remain constant for the entire duration of the contract.

**2. SCOPE OF SERVICE**

Subject to the terms and conditions set forth in this contract, Interpreter agrees:

- A. Provide sign language interpreter services to families served by WCDJFS upon request of the client or WCDJFS.
- B. Services will be primarily delivered in the office of WCDJFS.

**3. BILLING AND PAYMENT**

The total amount of this contract cannot exceed **FIVE HUNDRED DOLLARS (\$500.00)**, unless otherwise limited or expanded by amendment.

- A. WCDJFS will pay Interpreter \$30.00 per hour.
- B. Interpreter shall submit an invoice to WCDJFS for payment.

Payment will be made in accordance with the standards and routine practice of the Washington County Auditors Office.

**4. ALLOWABLE COSTS**

WCDJFS will pay and/or reimburse only for those costs that are authorized under applicable state and federal laws.

**5. DUPLICATE BILLING**

Interpreter warrants that claims made to WCDJFS for payment of service provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by Interpreter to other sources of public funds for the same service.

Nothing in this provision shall be interpreted to prohibit use of multiple sources of public funds to serve eligible participants as long as the WCDJFS contract funds supplement and do not supplant existing funds used for providing the services under this contract.

**6. AVAILABILITY AND RETENTION OF RECORDS**

Interpreter shall retain and make available for audit by WCDJFS, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government, all records relating to the service provided under this contract for a minimum of three (3) years after payment under this contract. If an audit begins during this period, Interpreter shall retain such records until the conclusion of the audit and resolution of all related issues. At the conclusion of such an audit or at the end of three (3) years, whichever occurs first, Interpreter shall forward all records relating to the services provided under this contract to WCDJFS for further disposition. Interpreter shall coordinate with any and all subcontractors it employs to insure proper storage and maintenance of such records. All such stored records shall be promptly furnished upon request, in writing, by WCDJFS.