



Memorandum of Understanding

between

Mansfield/Richland County Public Library (M/RCPL)

and

Richland County Job and Family Services (RCJFS)

I. Background

The RCJFS has operated or been involved in the operation of a community information and referral (I&R) service since the early 1980s. The M/RCPL has been involved in the operation of the Information Line since 1995. Through a signed Memorandum of Understanding (MOU) between RCJFS and M/RCPL in August 2004, the service became an official partnership, known as the Information Line of Richland County. In 2007, the name was changed to First Call Richland County. In October 2009, the service received its 2-1-1 designation from Ohio AIRS and began offering three-digit dialing in July 2010 with a final name change to First Call 211. The service achieved national accreditation by the Association for Information and Referral Systems (AIRS) in August 2018 which comes up for renewal in August 2023. This memorandum seeks to continue the commitment of each agency in providing this service and to more clearly define the responsibilities and obligations of each partner to this Agreement.

II. Goals of the Partnership

The M/RCPL and the RCJFS agree to collaborate to provide comprehensive I&R services to individuals seeking information about Richland County services and resources. The goals of this collaboration are:

1. To provide timely and accurate responses to inquiries.
2. To provide the community with information about unmet needs (gaps in service), service utilization and awareness of emerging trends or issues of concern.
3. To provide community agencies and partners with information that assists in the efficient allocation of resources, fosters collaboration and reduces redundancies in social service delivery.
4. To operate the comprehensive I&R service in compliance with the Alliance of Information and Referral Systems (AIRS) national standards so as to achieve and maintain professional accreditation.

III. Partners' Responsibilities

A. The RCJFS agrees to:

1. Provide access to appropriately qualified sign language interpreters and/or other auxiliary aids as detailed in the RCJFS Civil Rights Plan (Attachment A).
2. Support the service through occasional donation of surplus office furnishings such as, but not limited to, filing cabinets, desks, cubicle partitions, desktop computer units, printer(s) and bulletin board. Once placed in service at the comprehensive I&R office, said donated equipment and furnishings become the property of M/RCPL subject to their maintenance and disposition procedures.

B. The M/RCPL agrees to:

1. Assume responsibility for the overall operation of First Call 211 including, but not limited to, the call center, curation of the community information database, walk-in services, text services, outreach services, and marketing in accordance with the AIRS standards of service provision.
2. Provide the physical space and associated utility services for the call center operation.
3. Provide the telephone system and related telephony infrastructure necessary to maintain 24-hour operation of the service, including access to Language Line tele-translation service.
4. Provide the Administrative support and Operational structure as well as related overhead expenses.

C. The RCJFS and M/RCPL mutually agree to:

1. Operate a comprehensive I&R service in compliance with the AIRS standards and in accordance with 211 accreditation requirements.
2. Generate community service reports based on data collected by the 211 service to be shared with each agency, community leaders, and upon approved request with other interested parties.
3. Ensure that direct service staff and volunteers cooperate fully with the partner of this Agreement to promote a positive image of the partnership and its service delivery. All non-direct service staff and volunteers of each agency will be given an orientation to the service provided through this partnership in an effort to create a cooperative culture of mutual understanding and awareness of purpose.
4. Cooperate in planning promotional events or activities.
5. Provide mutual access, as can be reasonably accommodated, to training opportunities offered by either partner to the public or staff.
6. Meet at a minimum on an annual basis to review, evaluate and renew the partnership.

IV. General Provisions

1. **ADA**— The partners, their officers, employees, members and subcontractors 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.
2. **Equal Employment Opportunity** —
 - a. In carrying out this Agreement, the partners shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. The partners shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, origin, ancestry, color, gender, sexual orientation, age, disability or veteran status. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
 - b. The partners agree to post, in a conspicuous place available to employees and applicants for employment, notices stating that each agency complies with all applicable federal and state non-discrimination laws. The partners shall, in all solicitations or advertisements for employees placed by or on behalf of the agency, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, gender, national origin, ancestry, sexual orientation, veteran status, disability or age. The partners shall incorporate the foregoing requirements of this paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.
3. **Ethics Laws**— The partners agree that each will not promise or give to an employee of either agency anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Each partner agrees that it will not solicit any employee of either agency to violate state ethics laws found at Sections [102.03](#), [102.04](#), [2921.42](#) and [2921.43](#) of the Ohio Revised Code. Furthermore, each partner certifies that it, its officers, members, and employees are in compliance with Section 102.04 of the Ohio Revised Code and that if either agency is required to file a statement pursuant to section 102.04 (D) (2) of the Ohio Revised Code, a copy of such statement has been filed with the other partner's Business Administrator in addition to any other required filings.
4. **Conflict of Interest**— The partners agree that each agency along with its officers, employees, and members have not, nor will they acquire, any interest, whether personal, business, direct or indirect, which is incompatible, in conflict with or

would compromise the discharge and fulfillment of this agreement's functions and responsibilities. If either partner, or its officers, employees, or members acquire any incompatible, conflicting or compromising personal or business interest, said partner shall immediately disclose such interest in writing to the Business Administrator of the other partner. If any such conflicting interest develops, the partner agrees that the person with the conflicting interest will not participate in any activities of this Agreement until such time as it is determined that such participation would not be contrary to public interest.

5. **Lobbying Restrictions**— The partners agree that no federal funds paid through this or any other Agreement have been or will be used to lobby Congress or any other federal agency in connection with a particular contract, subgrant, cooperative agreement or loan. The partners further agree compliance with the lobbying restrictions contained in Section 1352, Title 31 of the US Code, Section 319 of Public Law 101-121 and the federal regulations at 29 CFR Part 93 and 45 CFR Part 93 as well as with the state executive agency lobbying restrictions contained in sections 121.60 to 121.69 of the Ohio Revised Code.
6. **Child Support Enforcement**— The partners agree to cooperate with any Ohio Child Support Enforcement Agency (“CSEA”) in ensuring that each agency and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters [3119](#), [3121](#), [3123](#) and 3125 of the Ohio Revised Code.
7. **Pro-Children Act**— In the event that the Agreement activities call for services to minors, the partners shall comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care, library services, and education to children under the age of 18.
8. **Drug-Free Workplace**— The partners, its officers, employees, members, any subgrantees and/or independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 29 CFR Part 98 and 45 CFR Part 76 regarding a drug-free workplace. The partners will make a good faith effort to ensure that all officers, employees, members, and subgrantees will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on public property.
9. **Confidentiality**— The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligation specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of either agency and to the State of Ohio. Each partner specifically agrees to comply with state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded.

V. Time Line and Duration

This Agreement shall remain in place from the date of signature until December 31, 2021 unless modified in writing before that date. This agreement will be reviewed for renewal each year prior to expiration.

VI. Amendment, Dispute Resolution, Cancellation or Termination

This Agreement constitutes the entire agreement between the parties. This MOU may be amended at any time in writing and by mutual consent of both parties. The Director of each agency shall agree to resolve any disputes between themselves concerning responsibilities under, or performance of, any of the terms of this Agreement. The Agreement may be cancelled by either party upon thirty (30) days written notice *except*, where the cancellation is for cause; then it may be canceled upon delivery of written notice to the other party. All written notices of termination must include the reason for termination. In the event either partner decides to terminate this Agreement, a fully functional copy of all data contained in the community information database, in its entirety, will be retained by each partner.

VII. Signatures

By signing this Memorandum of Understanding, all parties have reviewed the MOU and find it accurately reflects a general understanding of the respected responsibilities to this partnership.

Ms. Darrell Banks
Richland County Commissioner

Date

Mr. Tony Vero
Richland County Commissioner

Date

Mr. Cliff Mears
Richland County Commissioner

Date

Ms. Sharlene Neumann
Richland County Job & Family Services Director

Date

Mr. Chris May
Mansfield/Richland County Public Library Director

Date