

VOLUNTARY RESOLUTION AGREEMENT

Between the

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE FOR CIVIL RIGHTS

And the

ARIZONA DEPARTMENT OF CHILD SAFETY

## **I. Introduction**

This Voluntary Resolution Agreement (Agreement) is entered into by the United States Department of Health and Human Services (HHS), Office for Civil Rights (OCR), and the Arizona Department of Child Safety (DCS).

This Agreement resolves OCR Transaction Number 17-279437, a compliance review, involving access to programs and services of DCS by individuals with limited English proficiency (LEP), where the complainants alleged that their efforts to participate in programs and services in a timely manner were hindered by a lack of appropriate language services. OCR reviewed DCS's efforts to provide meaningful access in the operation of its programs and services to individuals with LEP as required by Title VI of the Civil Rights Act of 1964 (Title VI).

This Agreement shall not be construed as an admission or as evidence that DCS has failed to comply with those provisions of Title VI that relate to language assistance services provided to individuals with LEP. This agreement also recognizes DCS's continued commitment to comply with this federal law.

### **A. Parties to Agreement**

1. United States Department of Health and Human Services, Office for Civil Rights.
2. Arizona Department of Child Safety.

### **B. Jurisdiction**

DCS receives Federal financial assistance from HHS, and is subject to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., and its implementing regulations, 45 C.F.R. Part 80 (collectively referred to in this agreement as Title VI). Title VI prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance. The implementing regulations prohibit both intentional discrimination and policies and practices that appear neutral but have a discriminatory effect. Policies that have an adverse effect on the ability of individuals of a certain national origin to meaningfully access services may also constitute a violation of Title VI.

### **C. Purpose of Agreement.**

To resolve these matters expeditiously and without further burden or expense of investigation or litigation, DCS agrees to the terms stipulated in this Agreement and affirms its assurance of compliance with all provisions of Title VI. The promises, obligations or other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between DCS and OCR.

## **II. Definitions**

For the purpose of this Agreement, the terms listed below shall have the following meaning:

- A. Contractor** means any entity that provides direct services to Participants of the DCS programs under a contractual agreement with reimbursement, which includes monies allocated to DCS as Federal financial assistance from HHS. Contractors include all outside entities to whom DCS Participants are referred and required to obtain services from as part of their child welfare case plans, such as, but not limited to, parenting skills providers, enhanced visitation programs, nutrition and counseling programs, psychologists, and substance abuse treatment providers.

- B. Frequently-Encountered Language** means any language spoken by a significant number or percentage of the population eligible for services and likely to be directly affected by DCS programs and services.
- C. Individual with Limited-English Proficiency (Individual with LEP)** means an individual who does not speak English as his or her primary language and who has a limited ability to read, write, speak or understand English.
- D. Language Assistance Services** may include, but are not limited to: (1) oral language assistance, including interpretation in non-English languages provided in-person or remotely by a qualified interpreter for an individual with LEP, and the use of qualified bilingual or multilingual staff to communicate directly with individuals with LEP; (2) written translation, performed by a qualified translator, of written content in paper or electronic form into languages other than English; and (3) taglines.
- E. National Origin** includes, but is not limited to, an individual's, or his or her ancestor's, place of origin (such as country or world region) or an individual's manifestation of the physical, cultural, or linguistic characteristics of a national origin group.
- F. Participant** means any person who is subject to the jurisdiction of and/or is receiving services under any DCS program for which HHS funding is received. This includes persons who are the subject of any DCS investigation and persons who meet the essential eligibility requirements for DCS services, programs, or activities.
- G. Primary Language** means the language which an individual with LEP identifies as the language that he or she uses to communicate effectively, and is the language that the person prefers to use to communicate with DCS.
- H. Qualified Bilingual/Multilingual Staff** means a DCS staff member who is designated to provide oral language assistance to individuals with LEP seeking to access or receive services or benefits from DCS as part of the individual's current, assigned job responsibilities and has demonstrated that he or she: (1) is proficient in speaking and understanding both spoken English and at least one other spoken language, including any necessary specialized vocabulary, terminology and phraseology; and (2) is able to effectively, accurately, and impartially communicate directly with individuals with LEP in their primary languages.
- I. Qualified Interpreter for an individual with LEP** means an interpreter who, via a remote interpreting service or an on-site appearance: (1) adheres to generally accepted interpreter ethics principles, including client confidentiality; (2) has demonstrated proficiency in speaking and understanding both spoken English and at least one other spoken language; and (3) is able to interpret effectively, accurately, and impartially, both receptively and expressively, to and from such language(s) and English, using any necessary specialized vocabulary, terminology and phraseology.
- J. Qualified Translator** means a translator who: (1) adheres to generally accepted translator ethics principles, including client confidentiality; (2) has demonstrated proficiency in both written English and at least one other language; (3) is able to translate effectively, accurately, and impartially to and from such language(s) and English using any necessary specialized vocabulary, terminology and phraseology.

- K. Safe Harbor Language Group** means an LEP language group that constitutes five percent or 1,000 individuals, whichever is less, of the population eligible to be served or likely to be affected or encountered.
- L. Sight Translation or Oral Translation** means the reading of a text by a qualified interpreter from the source language used by DCS into the primary language of the individual with LEP, in a manner in which the content of the document can be easily understood by the individual with LEP.
- M. Sub-recipients** means an entity that receives Federal financial assistance as a pass-through from DCS to carry out a federally-funded program administered or operated by DCS, in which the sub-recipient provides services to and has contact with applicants and participants in the same manner as if DCS were to administer the program directly, but does not include an individual applicant or participant who is a beneficiary of the program.
- N. Vital Documents** shall include, but are not limited to: documents that must be provided by law; application forms; client-notices providing information on changes in benefits and services; consent and release forms; referrals for services; time-sensitive notices, including notices for dependency, custody, and reunification services; forms or written material related to individual rights; notice of rights, requirements, or responsibilities; and notices regarding the availability of free language assistance services for individuals with LEP.

### **III. General Provisions**

- A. Facilities and Programs Covered by the Agreement.** This Agreement covers programs administered by DCS where its programs and services receive or involve HHS Federal financial assistance.
- B. Effective Date and Term of the Agreement.** This Agreement shall become effective as of the date in which both Parties have signed it (the Effective Date) and shall remain in effect for twenty-seven (27) months following the Effective Date (the “Term”). At such time, the Agreement will terminate, provided DCS is in substantial compliance with the Agreement as determined by OCR upon DCS completion of its final deliverable of this Agreement and any additional requirements during the Monitoring Period set forth in Section V of this Agreement. Notwithstanding the term of the Agreement, DCS acknowledges that it will comply with Title VI of the Civil Rights Act of 1964 for so long as it continues to receive Federal financial assistance.
- C. DCS Continuing Obligation.** Nothing in this Agreement is intended to release DCS of its obligation to comply with other applicable non-discrimination statutes and their implementing regulations.
- D. Effect on Other Compliance Matters.** The terms of this Agreement do not apply to any other issue, investigations, reviews, or complaints of discrimination that are unrelated to the subject matter of this Agreement and that may be pending before OCR or any other Federal Agency. Any unrelated compliance matters arising from reviews or investigations will be addressed and resolved separately. OCR will review complaints against DCS that are received on or after the Effective Date that concern the laws, regulations, issues and subject matter covered by this Agreement. Nothing in this Agreement shall be construed to limit or restrict OCR’s statutory and regulatory authority to conduct complaint investigations and compliance reviews.

- E. Prohibition against Retaliation and Intimidation.** DCS shall not retaliate, intimidate, threaten, coerce, or discriminate against any person who has filed a complaint, assisted, or participated in any manner in the investigation of matters addressed in this Agreement.
- F. OCR's Review of DCS Compliance with the Agreement.** OCR may review DCS's compliance with the Agreement at any time while the Agreement is in effect. As part of such review, OCR may require DCS to provide written reports, permit inspection of offices, permit OCR to interview staff members, and allow OCR to examine and copy relevant documents. DCS agrees to retain records required by OCR to assess its compliance with this Agreement, as described in Section VI of this Agreement, and to submit reports to OCR as specified in this Agreement.
- G. Failure to Comply with the Terms of the Agreement.** If at any time OCR determines that DCS has failed to comply with any provision of this Agreement, OCR shall notify DCS in writing. The notice shall include a statement of the basis for OCR's determination and shall allow DCS 30 calendar days to either: (a) describe the remedial actions that have been or shall be taken to achieve compliance with this Agreement; or (b) dispute the accuracy of OCR's determination and explain in writing the reasons for its actions. On notice to DCS, OCR may shorten the 30 calendar day period if it determines a delay would result in irreparable injury to any person affected by or benefiting from this Agreement.

If DCS does not respond to the notice, or if, upon review of DCS's response, OCR finds that DCS has not complied with the terms of the Agreement, OCR reserves the right to reopen its investigation of DCS and reserves the right to expand the investigation to include other areas of noncompliance by DCS and other programs and activities administered or operated by DCS that receive Federal financial assistance from HHS. OCR may incorporate into its reopened investigation any relevant evidence of noncompliance with this Agreement, and any relevant evidence gathered by OCR prior to the signing of this Agreement.

- H. Non-Waiver Provision.** Failure by OCR to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision shall not be construed as a waiver of OCR's right to enforce other deadlines or any other provision of this Agreement.
- I. Entire Agreement.** This Agreement constitutes the entire understanding between DCS and OCR in resolution of the matters covered by this Agreement. Any statement, promise, or agreement not contained herein shall not be enforceable through this Agreement.
- J. Modification of the Agreement.** This Agreement may be modified by mutual agreement of the parties in writing.
- K. Effect of DCS Program Changes.** DCS reserves the right to change or modify its programs, so long as DCS ensures compliance with Title VI, other applicable state and federal laws, and the provisions of this Agreement. Significant program changes that may affect DCS's compliance with this Agreement or any applicable statutes and regulations within OCR's jurisdiction must be reported to OCR promptly for OCR's review and approval.
- L. Publication or Release of the Agreement.** OCR places no restrictions on the publication of the terms of this Agreement. In addition, OCR may be required to release this Agreement and all related materials to any person upon request consistent with the requirements of the Freedom of Information Act, 5 U.S.C. § 552, and its implementing regulations, 45 C.F.R. Part 5.

- M. Authority of Signer.** The individual who signs this document on behalf of DCS represents that he or she is authorized to bind DCS to this Agreement.
- N. Third Party Rights.** This Agreement can only be enforced by the Parties specified in this Agreement, their legal representatives and assigns. This Agreement shall be unenforceable by third parties and shall not be construed to create third party beneficiary rights.
- O. Severability.** In the event that a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain valid and enforceable; provided, however, that if the severance of any such provision materially alters the rights or obligations of the Parties, they shall, through reasonable, good faith negotiations, agree upon such other amendments hereto as may be necessary to restore the Parties as closely as possible to the relative rights and obligations initially agreed by them hereunder.
- P. Technical Assistance.** OCR agrees to provide appropriate technical assistance to DCS regarding compliance with this Agreement, as requested and as reasonably necessary.

#### **IV. Specific Provisions**

- A. Recognition.** DCS recognizes that individuals with LEP will continue to be provided language assistance services where necessary to ensure meaningful access to and effective participation in programs operated by DCS. Pursuant to DCS policy, DCS is committed to taking reasonable steps to provide appropriate language assistance services at no cost and in a timely manner to individuals with LEP to ensure meaningful access and an equal opportunity to effectively participate in the benefits, services, and programs administered by DCS. HHS and DCS agree that all specific provisions articulated within Section IV of this agreement shall be developed and implemented to allow DCS to serve the LEP individuals of Arizona in a meaningful capacity and to ensure access to benefits and services administered by DCS.
- B. Complaint Procedures.** Within 30 calendar days of the Effective Date of this Agreement, DCS shall review and update or revise, as necessary, standard procedures for receiving and responding to complaints and concerns of DCS's provision of language assistance services from Participants, advocates, attorneys, and other interested parties. DCS should maintain such standard procedures in a manner that provides DCS's office locations with guidance for consistent application of complaint procedures so that all individuals with LEP who file a complaint are treated equitably. Complaints will be compiled, reviewed, and resolved by the DCS Building Liaisons at each DCS building location who will provide a response to the complainant. Should the complaint be unresolved or not resolved to the satisfaction of the complainant, the complaint will be forwarded to the DCS LEP Coordinator for review and response. DCS will provide two reports to OCR, one within 9 months and the other within two years of the Effective Date of this Agreement, regarding the complaints received during the previous period.
- C. Language Access Plan.** Within 90 calendar days from the Effective Date of this Agreement, DCS shall conduct an agency-wide assessment to ensure that its existing written LEP policy and procedures (LEP Plan) are fully implemented by DCS offices. DCS shall update or revise its existing LEP policies and procedures as necessary and consistent with Section IV. E of this Agreement. Such updates and revisions will be reviewed and approved by OCR. The continued goal of the DCS LEP Plan is to ensure meaningful access to benefits, programs, and services administered by DCS for the specific language needs of the residents of Arizona.

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DCS's LEP Plan shall be developed and implemented in a manner that empowers DCS Building Liaisons, LEP Facilitators and Regional Managers to ensure regional offices serve the specific language assistance needs of the particular populations that each office serves. Accordingly, the LEP Plan shall identify specific responsibilities for Building Liaisons, LEP Facilitators, and Regional Managers and action steps each will take to ensure full and effective implementation of the LEP Plan. The LEP Plan shall address the necessity of effective communications to individuals with LEP and the action steps DCS will take, including, but not limited to the following:

1. DCS shall diligently seek to provide language access to Participants with LEP in its provision of child welfare services, utilizing both interpreter services as well as qualified bilingual staff, for all communications related to or participation in mandatory services which necessitate ensuring effective communication due to the critical interests at stake in these child welfare activities.
  - a. DCS shall ensure that a Participant's language of preference is recorded at the first point of contact, and that all DCS staff and contractors reasonably likely to have contact with the Participant are made aware of the Participant's language of preference and the language assistance services necessary to communicate effectively with the Participant prior to any encounter with the Participant.
  - b. DCS shall ensure its provision of language assistance does not impede or delay the individuals' access to programs, benefits, or services provided by DCS.
2. DCS shall provide Participants with LEP vital documents that have been translated in the Participant's language of preference.
  - a. DCS shall ensure that uniform procedures are implemented for making certain that all correspondence and documents containing vital information are translated in the Participant's primary language without undue delay.
  - b. DCS shall ensure that uniform procedures are implemented such that the locations and availability of language assistance resources are made available to DCS staff in a timely manner.

**D. LEP Coordinator.** The DCS LEP Coordinator shall have overall responsibility and authority for coordinating DCS-wide compliance with this Agreement. DCS will designate an individual to serve as its LEP Coordinator with respect to DCS facilities, services, and programs. DCS will notify OCR of the designee within 30 days of signing this Agreement. All DCS county and regional offices shall continue to designate at least one person at each office as a Language Facilitator to coordinate language assistance services provided at each office location and/or a Building Liaison to receive and resolve complaints of discrimination.

1. The specific duties of the DCS LEP Coordinator shall include, but not be limited to, the following:
  - a. Serving as a liaison between DCS and HHS.
  - b. Providing support, coordination, and guidance to DCS Building Liaisons and/or Language Facilitators with respect to their responsibilities for ensuring DCS local offices comply with the nondiscrimination protections for individuals with LEP under Title VI and for ensuring DCS's overall compliance with this Agreement.

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- c. Reviewing and responding to questions and complaints elevated from the local level regarding DCS's compliance with nondiscrimination protections for individuals with LEP under Title VI and this Agreement.
- d. Serving as liaison between DCS and community groups servicing or representing significant numbers of individuals with LEP who may be seeking or receiving services from DCS and soliciting ongoing feedback from them not less than annually by meeting with stakeholders.
- e. Collecting and maintaining reports from DCS Audit Management Services (AMS) related to language assessments as outlined in Section IV.F and summarizing such reports in a manner that helps Building Liaisons and Language Facilitators serve DCS's clients with LEP at the local level.
- f. Corresponding and reporting to HHS OCR as necessary the status and content of the reports created by AMS.

**E. Language Policy and Procedures.** Within 180 calendar days of the Effective Date of this Agreement, DCS shall review and update its LEP Policy and all procedures (LEP Plan) for content, accuracy, and efficacy. Once reviewed, a new consolidated LEP Plan will be drafted to include measures DCS implemented or is implementing to remediate noncompliance identified in its 2018 LEP Monitoring Report, related procedures, as well as appropriate sections of this document to encompass all aspects of DCS's LEP policies and procedures, and designate responsible persons for ensuring implementation across all DCS offices. The new DCS LEP Policy will supersede all existing DCS LEP policy and procedures, thereby establishing one consistent and cohesive LEP Plan outlining how DCS will ensure meaningful and comprehensive access to benefits and services for LEP individuals. The updated DCS LEP Plan will continue to provide clear policy and procedures related to the following topics:

- The identification of individuals seeking or receiving DCS services as being individuals with LEP, the recordation of such persons' preferred language in their case files within DCS's system of record, and the recordation of what type of language assistance services are needed by and will be provided to such persons;
- The coordination of information pertaining to the language assistance needs of participants, and documentation to ensure that such information is communicated between DCS program areas;
- The availability and appropriate use of language resources by DCS staff and contractors;
- The appropriate use of bilingual staff for the provision of language assistance;
- Appropriate telephonic communications with individuals with LEP and the availability and use of telephonic translation services;
- Discontinuing the use of family members and friends as interpreters except in limited circumstances, and when used, accounting for considerations as to age, competency, fluency, urgency, and the importance of and the sensitivity of the information;
- The availability and use of translated forms and materials; and
- Staff training on DCS language policies and procedures and the language policy provisions of this Agreement.

OCR shall review the draft DCS LEP Plan within 30 calendar days of receipt. The LEP Policy shall not be implemented by DCS without the approval of OCR. Upon approval from OCR, DCS will have senior staff review the updated LEP Plan. This review is in line with all current



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DCS policy internal reviews. Any revisions required by DCS will be forwarded to HHS OCR for its review and response. Upon OCR's final approval, of any DCS revisions, DCS will, within 30 calendar days of OCR's approval, disseminate the LEP Plan to all DCS staff members, contractors, and sub-recipients that in any way interact or communicate with participants, and instruct them to take all steps necessary to ensure all DCS offices administer their programs in accordance with the LEP Plan.

### **F. Assessment of Language Access Needs.**

1. Within 90 days of the effective date of this document, DCS will provide OCR with the current language needs assessment for individuals in Arizona. DCS will continue to evaluate the language needs of individuals in Arizona at an interval not to exceed every two years thereafter. As part of the language needs assessment, DCS will continue to determine the language needs of individuals with LEP who are eligible for DCS services or benefits or are likely to be directly affected by DCS programs.
2. Such assessment shall identify all languages that are not safe harbor language groups as defined by Section II.L.
3. Such assessment shall include a review of various sources of information, but is not limited to:
  - Census data;
  - Public school system data;
  - Data from state and local governments;
  - Information from refugee/immigrant serving agencies
  - Language data collected by DCS on individuals with LEP;
  - Data already compiled by DCS.

### **G. Identification of the Primary Language of Individuals with LEP and the Need for Language Assistance Services.** DCS shall ensure that the preferred language on individuals with LEP and the need for language assistance services are accurately identified at the first point of contact and thereafter. In this area, DCS shall take the following reasonable steps:

1. **Language Posters.** DCS shall continue to ensure that all 38 DCS office locations, where face to face contact can occur with LEP individuals, display large Language Posters informing applicants and participants of the right to language assistance in the top 20 languages in the state in prominent locations in waiting areas or at the point of service provision. DCS will continue to review the display of the posters in its regular audits of all 38 DCS office locations and report any failures of local county assistance and district offices of this requirement to OCR.
2. **Language Binders.** DCS shall continue to ensure that all 38 DCS office locations, where face to face contact can occur with LEP individuals, maintain language identification binders at the front desk for individuals to identify their primary language from the top 20 languages in the state. The language binder will continue to include a service guide that identifies language interpretation and translation vendor contracts that are utilized by DCS. DCS will continue to review availability and maintenance of the language binder at each location in its regular audits of all 38 DCS office locations and report any failures of this requirement to OCR.

3. **Telephonic Interpreters at Points of Contact:** DCS will continue to implement its written procedures form making available telephonic interpretation services at points of service provision at all 38 DCS office locations when in-person language assistance resources are not available.

**H. Timely and Competent Language Assistance.** DCS will continue to ensure that each individual with LEP receives competent, accurate, and timely oral and written language assistance services necessary to ensure meaningful access to DCS programs, services, and activities pursuant to Section IV.A of this Agreement and Title VI. DCS will continue existing practices where individuals receiving the bilingual stipend may offer immediate telephonic interpretation services or may schedule appointments for individuals with LEP at specified times in order to minimize waiting times and to ensure the availability of appropriate qualified language interpreters, provided that the use of an appointment facilitates the provision of language assistance and does not unreasonably impede or delay the individual's access to benefits and/or services provided by DCS. Nothing in this agreement shall be construed to require an individual with LEP to accept language assistance services.

**I. Language Assistance Standards.**

1. DCS shall ensure that:
  - a. Contractors, including language line providers, providing language assistance services, including interpretation, are capable of competently performing their duties and meet the qualifications of a qualified interpreter for an individual with LEP as defined in Section II.J of this Agreement;
  - b. Contractors providing written translation services are capable of competently performing their duties and meet the qualifications of a qualified translator, as defined in Section II.K;
2. DCS will continue to ensure that bilingual or multilingual staff members who directly communicate with individuals with LEP in non-English languages meet the qualifications of qualified bilingual/multilingual staff, as defined in Section II.I of this Agreement.
3. Competency of language assistance service providers may be established by a variety of means including self-attestation of the interpreter. Whether self-attestation or another means is used to establish competency, DCS will continue to take reasonable steps to ensure that the individuals providing the interpretation and translation are capable of facilitating competent communication between individuals with LEP and DCS in accordance with Section IV.A of this Agreement.

**J. Language Assistance Resources.** To ensure that language resources are sufficient, competent, and appropriate, DCS will continue to take the following steps:

1. Within 90 calendar days of the Effective Date of this Agreement, DCS will assess the need to purchase additional dual handset telephones to ensure that they are readily available to appropriate staff for telephonic interpretation. DCS shall ensure that, at a minimum, a dual handset telephone is available at each of the 38 DCS office locations, where face to face contact can occur with LEP individuals.
2. DCS will continue to evaluate the need for bilingual staff at each office location and to work with Human Resources to recruit specific bilingual staff at locations where it is deemed a

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bilingual staff member would be beneficial based on the language needs of the local county assistance office. DCS will operate within the guidelines for recruitment of bilingual staff as outlined by DCS in its LEP Policy.

3. Within 60 calendar days of the Effective Date of this Agreement, DCS will ensure that all DCS office locations review and update, as necessary, a list identifying all language assistance resources specifically available to local office staff to the extent that such local services and resources are available in the local area. To ensure all staff have sufficient resources available to assist LEP individuals, the list shall be disseminated as outlined to all staff that interact with the public and shall include the name and telephone number of every language assistance resource available to the office staff.

Based on the language needs assessment conducted pursuant to Section IV.F of this Agreement, DCS will periodically determine what resources and arrangements are needed to provide sufficient and competent language assistance services in a timely manner for oral and written communication. DCS shall utilize appropriate staff and outside agencies as required to provide necessary services.

**K. Communication with Callers with LEP.** To ensure communication between callers with LEP and staff results in meaningful access to its programs and activities, DCS will continue to have English and Spanish messages in the automated answering services for the toll-free Customer Service Center, allowing clients to select either language. If neither language is appropriate for the caller, the call will continue to be forwarded to a staff member who will engage telephonic interpreter services via a three-way call.

**L. Restricted Use of Adult Family or Friends to Interpret or Facilitate Communication.**

1. The parties recognize that individuals with LEP may be comfortable with or prefer to use family members or friends as interpreters. DCS, however, shall ensure that it does not require an individual with LEP to provide his or her own interpreter, or rely on an adult accompanying an individual with LEP to interpret or facilitate communication, except (A) in an emergency involving an imminent threat to the safety or welfare of an individual or the public, where there is no qualified interpreter for the individual with LEP immediately available, or (B) where the individual with LEP specially requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances. DCS must also make such individuals with LEP aware that they have the option to use an interpreter provided by DCS free of charge or provided through another appropriate option free of charge.
2. For each individual with LEP who declines the offer for DCS to provide an interpreter at no cost, DCS staff or contractors shall document in the individual with LEP's record: (a) that the offer was made for DCS to provide an interpreter free of cost; (b) that the offer was declined; and (c) the name of the family member or friend who provided language assistance at the individual's request if any.

**M. Restricted Use of Minors to Interpret or Facilitate Communication.** DCS shall not rely on a minor child accompanying an individual with LEP to interpret or facilitate communications between DCS staff or contractors except in an emergency involving an imminent threat to the safety or welfare of an individual or the public, where there is no qualified interpreter for the individual with LEP immediately available.

**N. Translation of Forms and Written Information.** DCS shall continue to require staff and contractors to use a qualified translator when translating written content in paper or electronic form. To ensure that written information is effectively communicated to individuals with LEP, DCS shall ensure that it takes the following steps:

1. Within 90 calendar days from the Effective Date of this Agreement, DCS shall identify translated materials needing updates, if any, and revise them as necessary within 180 calendar days.
2. Within 90 calendar days from the Effective Date of this Agreement, DCS shall review its existing process for updating translated materials whenever a form, document or information is updated in English is required to be updated under this Agreement, and update and formalize its process as necessary.
3. Within one year of the Effective Date of this Agreement, DCS shall review its existing vital documents to ensure that they are translated into any language that is not a safe harbor language group, as identified during the language needs assessment conducted pursuant to IV.F and update as necessary within one year after review.
4. Within one year of the Effective Date of this Agreement, DCS shall review its existing process for identifying and translating later-created documents that may be necessary to provide individuals with LEP effective participation in DCS programs and services, and update and formalize its process as necessary.

**O. Documentation and Tracking of Language Information.** To ensure that the LEP client's "language of preference" is properly identified and documented in their record, DCS shall take the following steps:

1. DCS staff will inquire about each Participant's language of preference at the first point of contact. If there is any indication that a Participant in an individual with LEP and language assistance services are necessary, DCS shall label or make notation in the Participant's case file to the fact that the Participant is an individual with LEP and will take appropriate steps to ensure that all DCS staff and contractors reasonably likely to have contact with the Participant are made aware of the Participant's language of preference and the language assistance services necessary to communicate effectively with the Participant.
2. Within 6 months of the Effective Date of this Agreement, DCS will update its review process to ensure that AMS conducts a review to determine whether language of preference for individuals DCS serves are accurately documented in the case management system. Within one year and six months, DCS will provide OCR with a report regarding the results of these reviews as they pertain to the documenting of language of preference.
3. Within 6 months of the Effective Date of this Agreement, DCS will provide training to all employees regarding how to properly record and track clients' language of preference in DCS's case management system.

**P. Staff and Contractor Training.** To ensure that DCS staff and contractors are familiar with DCS language policies, procedures and resources, DCS shall ensure that staff and contractors who have regular contact with applicants and participants are trained as follows:

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1. **Training of LEP Coordinator.** Within 60 days of the Effective Date of this Agreement, DCS will ensure that the LEP Coordinator has received all training necessary to meet their responsibilities under this Agreement and to promote overall DCS compliance with Title VI.
2. **Training of Building Liaisons and/or Language Facilitators.** Within 90 calendar days of the Effective Date of this Agreement, the DCS LEP Coordinator shall ensure all Building Liaisons and/or Language Facilitators receive training on their responsibilities under this Agreement and the requirements of Title VI, including the responsibilities listed in Section IV.D of this Agreement.
3. **Training of Staff Members.** Within 6 months of the Effective Date of this Agreement, DCS will conduct its updated mandatory in-person or online training for all DCS staff members and contractors who have regular contact with participants. New employees and contractors shall continue to receive this training no later than 30 days from the date of employment. The training program shall be of sufficient content and duration to cover the following:
  - DCS's civil rights obligations to individuals with LEP;
  - DCS's policies and procedures for ensuring effective communication with individuals with LEP;
  - Resources available for DCS staff to communicate with individuals with LEP, and when and how use these resources;
  - The method used to correctly identify and document the language of preference of the individual with LEP;
  - The effective method of communicating with callers with LEP;
  - DCS's policy on the use of family members, minor children, and friends to provide language assistance;
  - The use of bilingual staff to provide language assistance, how to identify bilingual staff, and the procedures to follow in order to request their assistance;
  - A description of the translated materials available, when DCS staff is required to use translated materials, and where DCS staff can find translated materials;
  - The method used to obtain translate a document that is needed, but is not readily available;
  - The method used to document the need for language assistance and the provision of language assistance services;
  - The method used to properly document clients' language of preference in DCS's systems.

Thereafter, LEP training will continue to be conducted annually. The annual training shall be mandatory and may be conducted online, with acknowledgement of understanding by the trainees. DCS shall maintain a training registry that documents the names and dates of the staff members and contractors that have regular contact with applicants and participants that received LEP training.

4. **Interpreter Training Opportunities for Certain Bilingual Staff.** Within 60 calendar days of the Effective Date of this Agreement, DCS shall identify all staff that currently provide language assistance services for DCS and provide such staff with best practices for bilingual staff.

**Q. DCS Sub-Recipients and Contractors.** No later than 180 calendar days after the Effective Date of this Agreement, DCS shall provide a written notice to all applicable sub-recipients and contractors of their responsibility to individuals with LEP under Title VI. DCS shall provide information to and oversee the applicable sub-recipients and contractors as necessary to monitor compliance with these requirements.

**V. Monitoring**

OCR shall monitor DCS's compliance with its obligations under this Agreement, which includes two (2) years of ongoing reporting requirements, for a period of not more than twenty-seven (27) months from the Effective Date of this Agreement. To that end, DCS agrees to provide any additional documentation OCR may request and within the timeframe agreed upon to satisfy OCR of DCS's compliance.

For the duration of this Agreement, OCR may, at any time, test and review compliance with the practices and policies required under this Agreement.

**VI. Reporting Requirements to OCR**

- A. DCS shall submit timely reports and documentation of actions completed as described in this Agreement.
- B. DCS agrees to retain the records required by OCR to assess its compliance with this Agreement.

**VII. Signatures**

By signing below, the individuals state and confirm that they are authorized to sign on behalf of their respective agencies and have the authority to bind their respective agencies to the obligations set forth in this Agreement.

\_\_\_\_\_  
Mike Faust  
Director, Arizona Department of Child Safety

December 18, 2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Leoz  
Regional Manager, Pacific Region  
United States Department of Health and Human Services,  
Office for Civil Rights

December 18, 2020  
\_\_\_\_\_  
Date