

RESOLUTION AGREEMENT

Between the

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

and

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY & CHILDREN'S SERVICES**

Transaction Numbers: 09-099895/10-109106

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I. Introduction

This Resolution Agreement (Agreement) is entered into by the United States Department of Health and Human Services (HHS), Office for Civil Rights (OCR) and the Mississippi Department of Human Services (MDHS), Division of Family & Children's Services (DFCS), the state agency responsible for the administration of social welfare programs and services throughout Mississippi.

This Agreement resolves OCR Transaction Numbers 09-099895 and 10-109106, a compliance review and a complaint investigation. The compliance review was initiated in response to information received from the U.S. Department of Justice that indicated MDHS-DFCS may be discriminating against persons based on their national origin (Hispanic) in violation of Title VI of

the Civil Rights Act of 1964 (Title VI) in the operation of its programs by failing to ensure that limited English proficient (LEP) persons have meaningful access to its programs and services. The compliance review also addressed Title VI compliance issues in response to a complaint filed by the Southern Poverty Law Center. The complaint alleged that the MDHS-DFCS discriminated against individuals based on their national origin in violation of Title VI in the operation of its programs.

A. Parties to Agreement

1. United States Department of Health and Human Services, Office for Civil Rights.
2. Mississippi Department of Human Services, Division of Family & Children's Services.

B. Jurisdiction

MDHS-DFCS receives Federal financial assistance from the HHS, and is subject to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and its implementing regulation, 45 C.F.R. Part 80 (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 a discriminatory and adverse effect on the ability of national origin minorities to have meaningfully access to services may 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, MDHS-DFCS agrees to the terms stipulated in this Agreement and affirms its assurance of compliance with all provisions of Title VI and its implementing regulations. The promises, obligations or other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between MDHS-DFCS and OCR. This Agreement shall not be construed as an admission or as evidence of any violation of any law or regulation or of any liability or wrongdoing on the part of MDHS-DFCS.

II Definitions

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

- A. **Applicant** means any person who inquires about or is eligible to receive services under any MDHS-DFCS foster care and adoption program or service.
- B. **Bilingual/Multilingual Staff** means a MDHS-DFCS staff member who has demonstrated proficiency in English and at least one other language, and who can interpret accurately, impartially, and effectively to and from such language(s) and English using any specialized terminology necessary for effective communication, but whose main job responsibilities are other than interpretation. A MDHS-DFCS staff member who only has a rudimentary familiarity with a language other than English, or who has not demonstrated proficiency in that language and English, shall not be considered "Bilingual/Multilingual Staff" under this agreement.
- C. **Volunteer** means any individual that performs work or provides services on behalf of MDHS-DFCS without payment for their time or services.
- D. **Contractor** means any entity that provides services directly to applicants or participants on behalf of MDHS-DFCS under a contractual agreement.
- E. **Frequently-Encountered Language** means any language spoken by a significant number or percentage of the population eligible to be served or likely to be directly affected by MDHS-DFCS's programs and services.
- F. **Interpreter** means a person who has demonstrated proficiency in both spoken English and at least one other language; and who can interpret accurately, impartially, and effectively to and from such language and English using any specialized terminology necessary for effective communication; and who understands interpreter ethics and client confidentiality needs. A person who has rudimentary familiarity with a language other than English, or who has not demonstrated proficiency in that language and English, is not to be considered an "interpreter" under this agreement.
- G. **Language Assistance** means oral and written language services needed to assist LEP individuals to communicate effectively with MDHS-DFCS staff and contractors to provide LEP individuals with meaningful access to, and an equal opportunity to participate fully in the services, activities, programs or other benefits administered by MDHS-DFCS.
- H. **Limited-English Proficient (LEP) Individual** 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 in a manner that permits him or her to communicate effectively with MDHS-DFCS and have meaningful access to and participate fully in the services, activities, programs, or other benefits administered by MDHS-DFCS.

- I. **Participant** means any person who receives services under any MDHS-DFCS foster care and adoption program.
- J. **Primary Language** means the language that an LEP individual identifies as the language that he or she uses to communicate effectively, and is the language that the individual prefers to use to communicate with MDHS-DFCS.
- K. **Sub-recipients** means an entity that receives Federal assistance as a pass-through from MDHS-DFCS to carry out a federally-funded program, in which the sub-recipient provides services to and has contact with applicants and participants in the same manner as if MDHS-DFCS were to administer the program directly, but does not include an individual applicant or participant who is a beneficiary of the program.
- L. **Mississippi Automated Child Welfare Information System (MACWIS)** is a case management system that allows caseworkers to document casework activities across all stages of service delivery.
- M. **Vital Documents** shall include, but are not limited to: Documents that must be provided by law; Applications; Notices of Privacy Practices; Consent and Release forms; Letters or notices for: visitation with children, Family Team meetings, Reasonable Efforts or Foster Care Review Conferences, referrals for services; Time-sensitive notices, including notices of court appearances, child neglect or abuse investigation and or litigation-related deadlines; Form or written material related to individual rights; Notice of rights, requirements, or responsibilities; and Notices regarding the availability of free language assistance services for LEP individuals.
- N. **Staff Member** means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for MDHS-DFCS or its contractors, is under the direct control of such entity, whether or not they are paid.

III. General Provisions

- A. **Programs Covered by Agreement.** The agreement covers MDHS-DFCS and all foster care and adoption programs and services it administers or provides directly or through contractors. This includes but is not limited to, child protective service investigations, preventative services, child visitation, and the reunification planning process.
- B. **Effective Date and Duration of Agreement.** This Agreement shall become effective on the date it is executed by OCR (Effective Date) and shall remain in

effect for eighteen months or until OCR's written acceptance of the final progress report, whichever date is later. At such time, the Agreement will terminate, provided MDHS-DFCS is in substantial compliance with the Agreement as determined by OCR in its sole judgment upon its review of the Compliance Reports and other relevant information. OCR shall determine MDHS-DFCS' compliance within thirty (30) days after receiving the final progress report. If OCR determines MDHS-DFCS is not in substantial compliance with the Agreement based upon the final progress report, OCR and MDHS-DFCS shall follow the procedure discussed in III.G in regards to any provisions not accomplished, and all other Specific Provisions found to have been accomplished will be stricken from the Agreement at that time. Notwithstanding the aforementioned time limitation, MDHS-DFCS 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. MDHS-DFCS's Continuing Obligation.** Nothing in this Agreement is intended to relieve MDHS-DFCS 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 issues, investigations, reviews, or complaints of discrimination that are unrelated to the subject matter of this Agreement and that may be pending before OCR, any other Federal Agency or court. Any unrelated compliance matters arising from reviews or investigations will be addressed and resolved separately. OCR shall review complaints against MDHS-DFCS 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.** MDHS-DFCS 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 MDHS-DFCS's Compliance with Agreement.** OCR may, at any time, review MDHS-DFCS' compliance with this Agreement. As part of such review, OCR may require MDHS-DFCS to provide written reports, permit inspection of offices, interview staff members, and allow OCR to examine and copy documents. MDHS-DFCS agrees to retain records required by OCR to assess its compliance with the Agreement, as described in Section IV.T., and to submit reports to OCR as specified in Section IV.V.

- G. Failure to Comply with the Terms of Agreement.** If at any time OCR determines that MDHS-DFCS has failed to comply with any provision of this Agreement, OCR shall notify MDHS-DFCS in writing. The notice shall include a statement of the basis for OCR's determination and shall allow MDHS-DFCS thirty (30) calendar days to either: (a) explain in writing the reasons for its actions and 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 findings. On notice to MDHS-DFCS, OCR may shorten the 30-calendar day period if it determines that a delay would result in irreparable injury to the complainant or to other affected parties. If MDHS-DFCS does not respond to the notice, or if upon review of MDHS-DFCS's response OCR determines that MDHS-DFCS has not complied with the terms of the Agreement, OCR reserves the right to reopen its investigation of MDHS-DFCS's compliance with Title VI. 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 MDHS-DFCS and OCR in resolution of Transaction Numbers 09-099895 and 10-109106. Any statement, promise, or agreement not contained herein shall not be enforceable through this Agreement.
- J. Modification of Agreement.** This Agreement may be modified by mutual agreement of the parties in writing.
- K. Effect of MDHS-DFCS Program Changes.** MDHS-DFCS reserves the right to change or modify its programs, so long as MDHS-DFCS ensures compliance with Title VI and other applicable federal laws and the provisions of this Agreement. Significant program changes that may affect compliance with this Agreement or any applicable statutes and regulations within OCR's jurisdiction must be reported to OCR promptly.
- L. Publication or Release of Agreement.** OCR places no restrictions on the publication of the terms of this Agreement. In addition, OCR may be required to release the 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

MDHS-DFCS represents that he or she is authorized to bind MDHS-DFCS 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 intended by them hereunder.
- P. Technical Assistance.** OCR agrees to provide appropriate technical assistance to MDHS-DFCS regarding compliance with this Agreement, as requested and as reasonably necessary.

IV. Specific Provisions

- A. Recognition.** Pursuant to this Agreement, Title VI, and its own policies, MDHS-DFCS is committed to providing competent language assistance at no cost and in a timely manner to LEP individuals to ensure meaningful access to and an equal opportunity to participate fully in the services, activities, programs or other benefits administered by MDHS-DFCS. This includes ensuring effective communication between MDHS-DFCS staff members, contractors, and/or sub-recipients and LEP individuals.

MDHS-DFCS also recognizes that child welfare services are necessary for the protection of life and safety of children. To that end, MDHS-DFCS is committed to ensuring that eligibility determinations for children in mixed-status or immigrant households will be based solely on the criteria necessary for determining the child's eligibility so they have equal and meaningful access to child welfare programs and services administered by MDHS-DFCS.

- B. Develop and Implement Policy.** Within sixty (60) calendar days of the Effective Date of this Agreement, MDHS-DFCS shall develop written policies and procedures to provide language assistance to LEP individuals pursuant to Section IV.A, of this Agreement and Title VI.

Within sixty (60) calendar days of the Effective Date of this Agreement,

MDHS-DFCS shall develop written policies and procedures which clarify the eligibility of children and immigrant households for MDHS-DFCS services, including services and benefits typically provided to families within the reunification process, services provided to families to prevent the removal of children, and the eligibility of immigrant households to serve as foster parents and to receive the foster parent supplement. .

OCR shall review the written policies and procedures within thirty (30) days. The policy and procedures shall not be implemented by MDHS-DFCS without the approval of OCR. Within fifteen (15) calendar days of OCR approval, MDHS-DFCS shall disseminate the policy and procedures to MDHS-DFCS staff members, contractors, and sub-recipients and publish them in an appropriate MDHS-DFCS- wide communication piece. Approval shall not be unreasonably withheld.

C. Assessment for Determining Linguistic Needs

1. Determining the Language Needs of the Affected Population.

Within ninety (90) calendar days of the Effective Date of this Agreement, and annually thereafter, MDHS-DFCS shall assess the language needs of LEP individuals who are eligible for services and are likely to be directly affected by its programs on a statewide basis. Such assessment shall identify the following:

- a. The non-English languages likely to be encountered in MDHS-DFCS' programs.
- b. An estimate of the number of LEP individuals likely to be directly affected by MDHS-DFCS' programs and their languages by reviewing various sources including but not limited to:
 - i. Census data;
 - ii. Utilization data from LEP individuals' files;
 - iii. School system data;
 - iv. Data from state and local governments;
 - v. Data from community agencies and organizations; and
 - vi. Information from refugee/immigrant serving agencies.
- c. The points of contact within MDHS-DFCS' programs and MDHS-DFCS' contracted programs where language assistance is likely to be needed.
- d. The locations and availability of language assistance resources, and arrangements that must be made to access these resources in a timely manner. This shall include the number of

bilingual/multilingual staff volunteers, staff interpreters, contracted interpreters, community volunteer interpreters and telephonic interpreting services required at each MDHS-DFCS office and the resources needed to translate documents, as required.

- e. Existing vital documents and a process for determining which later-created documents are vital documents.

2. **Determining the Language Needs of Each LEP Individual.** Within 120 calendar days of the Effective Date of this Agreement, MDHS-DFCS shall develop and implement a system for determining the primary language of each LEP individual at the first point of contact.

a. **In-person Communication.** Upon a staff member's initial encounter with an LEP individual for whom the staff member cannot personally provide language assistance, the staff member will determine the individual's primary language utilizing one of the following:

- i. Multi-language identification cards or "I speak" cards;
- ii. Poster-size language list; or
- iii. If the LEP person does not read or recognize any of the languages included in one of the methods described above, MDHS-DFCS shall use a telephone interpreting service to identify the individual's primary language.

Upon identification of the LEP person's primary language, the MDHS-DFCS staff member will refer the individual to the pre-printed statement in the individual's primary language that reads, "Please wait while I obtain an interpreter."

b. **Telephone Communication.** When a staff member places or receives a telephone call and cannot determine the language spoken by the person on the line, a telephone interpreter services provider will be contacted to make an assessment of the language spoken by the other party and to assist the other party as necessary.

c. **Documentation.** The primary language of each LEP individual shall be documented in MACWIS and in a conspicuous location in the individual's record to alert staff in all future contacts with the individual of the language in which language assistance

services must be provided.

- d. **Coordination between MDHS-DFCS Departments.** A system or process shall be developed by which information concerning the language assistance needs of applicants and participants are communicated between MDHS-DFCS departments and program areas.

D. Notifying LEP Individuals of the Availability of Free Language Assistance. Within 120 calendar days of the Effective Date of this Agreement, MDHS-DFCS shall provide meaningful notice to LEP individuals and community agencies serving LEP individuals in MDHS-DFCS' service area of LEP individuals' right to free language assistance when applying for or participating in MDHS-DFCS programs and the process for filing and resolving complaints about language assistance with MDHS-DFCS. Such methods shall include:

1. Posters and signs translated into frequently-encountered languages prominently displayed in each MDHS-DFCS office, in waiting rooms, reception areas, and other initial points of entry;
2. Brochures or flyers translated into frequently-encountered languages providing notice to community agencies and organizations;
3. Statements included on application forms and informational material disseminated to the public, including the MDHS-DFCS website.

E. Request for an Interpreter. If an LEP individual requests an interpreter, one shall be provided. Under no circumstances shall a staff member deny a request for an interpreter based solely on whether an LEP individual can answer short questions by nodding or through the use of questions to which the answers are simply "yes" or "no."

F. Oral Language Services (Interpretation)

1. Within 120 calendar days of the Effective Date of this Agreement, MDHS-DFCS shall provide interpretation, pursuant to Section IV.H. of this Agreement, for LEP individuals who need such assistance to communicate effectively with MDHS-DFCS staff, and for all other MDHS-DFCS contracted programs and services. While MDHS-DFCS has 120 calendar days to provide interpreter services under the policies and procedures required by this Agreement, MDHS-DFCS recognizes that it shall not be exempt during this time period from its obligation under Title VI to provide LEP individuals with competent language assistance at no cost and in a timely manner in order to ensure

meaningful access to and an equal opportunity to participate fully in MDHS-DFCS' services, activities and programs.

MDHS-DFCS may utilize any of the following language assistance resources; to the extent such resources result in effective communication:

- a. Bilingual/multilingual staff;
 - b. Staff or contract interpreters;
 - c. MDHS-DFCS language phone banks staffed with bilingual multilingual staff;
 - d. Interpreters from community organizations;
 - e. Telephone interpreter services procured under contract by MDHS-DFCS; or
 - f. Volunteer interpreter program.
2. MDHS-DFCS shall ensure that, pursuant to Section IV.L of this Agreement, regardless of the type of language assistance provided, the language assistance provider is competent to interpret or translate.
 3. Within 120 calendar days of the Effective Date of this Agreement, MDHS-DFCS will develop, and ensure that each MDHS-DFCS office maintains, a list identifying all available language interpreters, telephone language lines, and other services and resources. For each MDHS-DFCS office, the list shall identify all of the following:
 - a. The name and telephone number of every language assistance resource available to the office;
 - b. The location of the office to which the interpreter is assigned, if the interpreter is a staff member of MDHS-DFCS;
 - c. The languages for which each interpreter is qualified;
 - d. The hours and days the interpreter or resource is available to provide interpretation or other assistance; and
 - e. The procedure by which each interpreter or resources shall be accessed by staff.

G. Translation of Written Documents.

1. Within six (6) months after the Effective Date of this Agreement, MDHS-DFCS shall identify existing vital documents and shall establish a process for determining which later-created documents are "vital" to the meaningful access of the LEP populations served.
2. Within one (1) year after the Effective Date of this Agreement, MDHS-DFCS shall translate existing vital documents into any language spoken by five (5%) percent of the total population eligible to be served or likely to be directly affected or encountered by MDHS-DFCS' programs, or one thousand (1000) persons in that population, whichever is less.
 - a. MDHS-DFCS shall develop a process for ensuring that correspondence and other documents submitted by an LEP individual in the LEP individual's primary language are translated without undue delay.

H. Timely, Competent Language Assistance. MDHS-DFCS shall ensure that each LEP individual receives competent oral and written language assistance services necessary to ensure meaningful access to all aspects of MDHS-DFCS foster care and adoption programs, pursuant to Section IV.A. of this Agreement and Title VI.

This includes emergency child protective encounters, in-home contacts, preventative services contacts, child visitation, and office visits. MDHS-DFCS may offer to schedule appointments for LEP individuals 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 impede or delay the individual's access to benefits and/or services provided by MDHS-DFCS.

I. Language Assistance Resources. Based on the language needs assessment conducted pursuant to Section IV.C., of this Agreement, MDHS-DFCS shall annually determine what resources and arrangements are needed to provide sufficient language assistance services in a timely manner for oral and written communication. MDHS-DFCS shall utilize appropriate staff and outside agencies as required to provide necessary services.

J. Telephone Communication. MDHS-DFCS shall provide uniform procedures for timely and effective telephone communication between staff members and LEP individuals.

- K. Home-Based Communication.** MDHS-DFCS shall provide uniform procedures for timely and effective communication between staff members and LEP individuals during home visits and inspections.
- L. Language Assistance Standards.** MDHS-DFCS shall require that MDHS-DFCS staff interpreters and translators, bilingual/multilingual staff, interpreters from community organizations, and contractors providing language assistance services, including interpretation and translation, are capable of competently performing their duties. Competency of language assistance service providers may be established by a variety of means including self-attestation of the interpreter after having reviewed the interpreter competency standards listed below. Whether self-attestation or another means is used to establish competency, MDHS-DFCS shall take reasonable steps to ensure that the individuals providing the interpretation and translation, are capable of facilitating effective communication between LEP persons and MDHS-DFCS in accordance with Section IV.A. of this Agreement.

Standards for interpreter competency shall include the following:

1. Communicate in both English and the LEP individual's primary language accurately and effectively;
2. Interpret to and from English and the LEP individual's primary language accurately and impartially;
3. Possess appropriate knowledge of specialized terms and concepts used frequently in the provision of the MDHS-DFCS' services and programs or possess willingness to ask for clarification, as needed, from any or all parties, about unfamiliar terms and concepts;
4. Understand and follow the obligation to maintain confidentiality;
5. Understand the roles of interpreters and the ethics associated with being an interpreter; and
6. For those providing written translations, have the ability to translate written documents effectively.

- M. Use of Family or Friends as Interpreters.** The parties recognize that LEP individuals may seek to use family members or friends as interpreters. Regardless, MDHS-DFCS shall not require an LEP individual to utilize family members or friends to provide interpretation or translation services, and must make the LEP individual aware that he or she has the option of MDHS-DFCS providing an interpreter free of charge. In addition:

1. If an LEP individual declines the offer of free language assistance in his or

her primary language and elects to use a family member to provide interpretation, MDHS-DFCS shall take reasonable steps to determine whether the individual providing the interpretation is competent to provide this service. Further, MDHS-DFCS shall take reasonable steps to determine whether conflict of interest, confidentiality or other concerns make use of the friend or family member inappropriate. These concerns are heightened and require the exercise of significant caution if the LEP individual asks to have a minor or the perpetrator of the abuse and neglect to provide interpretation; if the family member or friend is not competent or appropriate under the circumstances, MDHS-DFCS shall provide interpreter services in place of or, if appropriate, in addition to the person selected by the LEP individual.

2. For each LEP individual who declines the offer for MDHS-DFCS to provide an interpreter free of charge, MDHS-DFCS staff shall document in the LEP individual's record:
 - a. that an offer was made for MDHS-DFCS to provide an interpreter free of charge;
 - b. that the offer was declined; and
 - c. the name of the family member or friend who provided language assistance at the LEP individual's request, if any.
3. MDHS-DFCS shall inform an LEP individual who has declined the offer for MDHS-DFCS to provide an interpreter free of charge that he or she may reconsider and request an interpreter at any time.

N. MDHS-DFCS Language Assistance Coordinator. Within 60 calendar days of the Effective Date of this Agreement, MDHS-DFCS shall designate a senior staff member to serve as its Language Assistance Coordinator. The MDHS-DFCS Language Assistance Coordinator shall have overall responsibility for coordinating MDHS-DFCS' comprehensive language assistance services and directing compliance with this Agreement, including but not limited to:

1. Serving as a liaison between MDHS-DFCS and HHS, and other stakeholders serving LEP individuals who seek to access and fully participate in programs and activities operated by MDHS-DFCS; and
2. Performing other duties identified in MDHS-DFCS policies and procedures that will be implemented pursuant to Part IV.B. of this Agreement.

O. Language Assistance Personnel. Within sixty (60) calendar days of the

Effective Date of this Agreement, MDHS-DFCS shall identify appropriate personnel at each level of the organization (i.e. division, county office, etc.) who will coordinate language assistance services for their respective levels. The identified personnel shall have responsibility for directing compliance with Title VI and implementation of this Agreement at their respective levels, including but not limited to:

1. Distributing to the appropriate MDHS-DFCS staff members the policies and procedures regarding language assistance referenced in Section IV. B of this Agreement, and the list of available language assistance services referenced in Section IV.F.3. of this Agreement;
2. Consulting with the MDHS-DFCS Language Assistance Coordinator on the development and implementation of staff training pursuant to Section IV.P. of this Agreement;
3. Collecting MDHS-DFCS internal data pursuant to Section IV.U. of this Agreement; and
4. Performing other duties as identified in MDHS-DFCS policies and procedures implemented pursuant to Section IV.B. of this Agreement.

P. Training. Within six (6) months of the Effective Date of this Agreement, MDHS-DFCS will develop and implement mandatory staff training for all MDHS-DFCS staff, contractors, and volunteers who have regular contact with applicants and participants. The training will address the MDHS-DFCS policies and procedures for communicating with and serving LEP individuals and the MDHS-DFCS policies and procedures for providing child welfare services to mixed-status or immigrant households. The training will specifically address MDHS-DFCS's responsibility to provide interpreter services to LEP individuals during all contacts and MDHS-DFCS's responsibility to provide child welfare services to mixed-status or immigrant households. Thereafter, training on these policies and procedures shall be conducted annually and at orientation for new employees, or at least within thirty (30) calendar days of employment. Training may be conducted online and be self-paced with acknowledgement of understanding by the trainees.

1. The training program shall be of sufficient content and duration to cover the following:
 - a. The importance of effective communication with LEP individuals;
 - b. The policy and procedures outlined in this Agreement;

- c. The procedure for ensuring staff can determine and provide language assistance services in the primary language of each MDHS client;
- d. The use of interpreters when staff members receive incoming calls from or make outgoing calls to LEP individuals;
- e. The impact of ethnic and cultural differences on effective communication and the need for sensitivity to diversity issues;
- f. The effective method of using an in-person and telephone interpreter;
- g. Applicable record-keeping procedures; and
- h. The eligibility of immigrant households to access and receive child welfare services.

- 2. MDHS-DFCS shall maintain a training registry that documents the names and dates of the staff members that received training.

Q. Complaint Procedures. Within 120 calendar days of the Effective Date of this Agreement, MDHS-DFCS will develop and implement uniform procedures for receiving and responding to complaints and concerns from LEP individuals who need language assistance services. These complaints will be forwarded to the MDHS-DFCS Language Assistance Coordinator for review and response to questions and complaints regarding language assistance services. The MDHS-DFCS will also develop and implement uniform procedures for receiving and responding to complaints and concerns from immigrant households that need child welfare services.

R. Notice of Non-Discrimination Policy. Within 120 calendar days of the Effective Date of this Agreement, MDHS-DFCS shall develop and post, in each area in which participants wait for service at each office, a notice of its non-discrimination policy.

S. MDHS-DFCS Sub-Recipients and Contractors. MDHS-DFCS shall require that all applicable sub-recipients and contractors are informed of the LEP requirements of Title VI and this Agreement. MDHS-DFCS shall further ensure that contractors who provide services directly to applicants and participants on behalf of MDHS-DFCS complete an individualized assessment and implement a written policy corresponding to the requirements herein, including, but not

limited to, the provision of language assistance services to LEP, training for staff, and complaint procedures. MDHS-DFCS shall provide information to and oversee the applicable sub-recipients and contractors as necessary to monitor compliance with these requirements.

T. Monitoring. To ensure effective language assistance and access to services, within 120 days, MDHS-DFCS shall develop and implement a program to monitor the provision of language assistance services to LEP individuals and compliance with this Agreement. The monitoring program shall include site visits to eight county offices over the course of this Agreement. The eight county offices shall include the following counties with a high density of LEP individuals: Harrison, Jackson, Adams and Lauderdale. The remaining four offices shall either be randomly selected or shall target offices which produce a disproportionate number of complaints about the adequacy of language services. The site visits will determine whether language assistance services are provided to LEP persons when they visit MDHS-DFCS offices or contact an office by telephone. The site visits shall include:

1. Unannounced site visits conducted every six (6) months, beginning within six (6) months of the Effective Date of this Agreement; and
2. Requests for public assistance information in languages other than English by testers.
3. Review LEP individuals' case records to assess whether primary languages are properly recorded in all case records and whether such persons are provided adequate language assistance services;
4. Assess MDHS-DFCS staff and contractors' knowledge about MDHS-DFCS' language assistance policies and procedures;
5. Review the accuracy of the list(s) containing the availability of bilingual staff, interpreters, and other resources;
6. Request feedback, with respect to concerns about the application process for benefits and language assistance services, from Hispanic or Latino individuals, advocates and community organizations that work with Hispanic and Latino Individuals;
7. Review the posting of signs required by this Agreement in the offices;

On a statewide basis, the monitoring plan shall include:

1. Review complaints filed by LEP individuals to determine adequacy of language assistance services;

2. Review the development and distribution of translated MDHS-DFCS documents.

U. MDHS-DFCS Internal Data Collection. MDHS-DFCS shall maintain a centralized record-keeping system that facilitates coordination between MDHS-DFCS programs, divisions, branches, and units and assures the ready availability of data regarding the provision of language assistance services to LEP individuals, in which:

1. MDHS-DFCS shall record the primary language spoken by each LEP person in its record keeping system.
2. MDHS-DFCS shall record in each LEP individual's case file the primary language of the individual, the type of language assistance provided during each encounter, if any, and if a family member or friend of the LEP individual provided interpretation, the name of the family member or friend, pursuant to Section IV.M. of this Agreement.
3. MDHS-DFCS shall identify, in consultation with OCR, any other data needed to ascertain compliance with this Agreement, which may include but is not limited to:
 - a. The number of LEP individuals served, by primary language; and,
 - b. The number and type of language assistance services provided.

V. Reporting Requirements to OCR

1. Within sixty (60) calendar days of the Effective Date of this Agreement, MDHS-DFCS shall submit written policies and procedures pursuant to Section IV.B of this Agreement for OCR's review and approval.
2. Within ninety (90) calendar days of the Effective Date of this Agreement, MDHS-DFCS shall submit to OCR, a preliminary report on the data collected pursuant to Section IV.U. of this Agreement.
3. Beginning within six (6) months of the Effective Date of this Agreement, MDHS-DFCS shall provide to OCR semi-annual progress reports, every six (6) months, concerning its compliance with the terms of this Agreement,
4. MDHS-DFCS, in consultation with OCR, shall determine the content and the form for each report submitted pursuant to this Section.

V. Signatures

_____/s/
Richard A. Berry
Executive Director
Mississippi Department of Human Services

3/20/2014
Date

_____/s/
Timothy R. Noonan
Regional Manager
Department of Health and Human Services,
Office for Civil Rights, Region IV

3/23/2014
Date