

VOLUNTARY RESOLUTION AGREEMENT

BETWEEN

U. S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE FOR CIVIL RIGHTS

AND

OREGON DEPARTMENT OF HUMAN SERVICES

Table of Contents

I.	Introduction.....	3
II.	Definitions.....	4
III.	General Provisions.....	5
IV.	Specific Provisions.....	8
V.	Training.....	11
VI.	Monitoring.....	12
VII.	Reporting Requirements to OCR.....	12
VIII.	Signatures.....	13

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 Oregon Department of Human Services (ODHS).

This Agreement resolves the issues reviewed within the Child Welfare Programs (CWP) of ODHS under OCR transaction numbers 18-290275, 18-291152, and 18-291153. The OCR reviews (18-291152 and 18-291153) were initiated in response to media reports that alleged ODHS CWP removed and failed to return the children of parents with intellectual disabilities (Affected Parties) on the basis of the parents' low Intelligence Quotient (IQ) scores. OCR also opened an individual complaint investigation (18-290275) in response to a complaint filed by an advocate on behalf of the Affected Parties alleging disability discrimination by ODHS CWP on the basis of the Affected Parties' low IQs when ODHS CWP removed their children and the children were not returned to the Affected Parties.

OCR's combined investigations addressed potential violations of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and its implementing regulation, 45 C.F.R. Part 84 (Section 504), and Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*, and its implementing regulation, 28 C.F.R. Part 35 (Title II or ADA). OCR's reviews identified systemic deficiencies regarding ODHS CWP's implementation of Section 504 and Title II policies, practices, and procedures to prevent discrimination against parents with disabilities in Oregon's child welfare system.

Pursuant to Section 504 and Title II, child welfare agencies are required to ensure that parents with disabilities are afforded an equal opportunity to participate in and benefit from child welfare programs, activities, and services, including those services aimed at helping parents preserve or reunify their families. *See* 42 U.S.C. §§ 12131-12134 (Title II of the ADA); 29 U.S.C. § 794 (Section 504); 28 C.F.R. Part 35 (Title II's implementing regulation); 45 C.F.R. Part 84 (Section 504's implementing regulation). This may require, among other things, reasonable modifications to an agency's services and programs and the provision of auxiliary aids and services. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(3), (b)(7); 45 C.F.R. § 84.4(a), (b)(vii). Child welfare agencies also may not utilize criteria or methods of administration that have the effect of discriminating on the basis of disability. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(3); 45 C.F.R. § 84.4(b)(4); *see also* 28 C.F.R. pt. 35, App. B (discussing 28 C.F.R. § 35.130(b)(3)).

Accordingly, OCR and ODHS CWP have developed the following Agreement to assist ODHS CWP in developing a Section 504 and Title II compliance program that ensures parents with disabilities are afforded an opportunity to preserve and reunify their families that is equal to the opportunity that ODHS CWP offers to parents without disabilities.

ODHS' policy of disability nondiscrimination is codified in Oregon Administrative Rules (OAR 407-005-0000 through 407-005-0030). ODHS CWP is committed to providing services to persons with disabilities in the child welfare program without unlawful

discrimination. In keeping with its commitment, this Agreement gives special focus on the Child Welfare Program (CWP) for compliance and best practices and designates a person to work in the Governor's Advocacy Office to coordinate and oversee Section 504 and ADA compliance in policy and practice for ODHS CWP.

A. Parties to Agreement

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

B. Jurisdiction

OCR initiated the complaint investigation and compliance reviews pursuant to its jurisdictional authority under Section 504 and Title II. Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance. ODHS receives Federal financial assistance from HHS, and is subject to Section 504 and Title II. Section 504 prohibits discrimination based on disability and applies to all of the recipient's programs and activities. Title II prohibits discrimination on the basis of disability in all programs, activities, and services of public entities including those of state and local governments.

C. Purpose of Agreement

1. To resolve these matters expeditiously and without further burden or expense of investigation or litigation, ODHS CWP agrees to the terms stipulated in this Agreement and affirms its assurance of compliance with all provisions of Section 504 and Title II and their implementing regulations. The promises, obligations, or other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between ODHS CWP and OCR.
2. This Agreement shall not be construed as an admission or as evidence that ODHS CWP has violated Section 504 or Title II, or their implementing regulations, that relate to the issues investigated in the subject matters. Additionally, this Agreement is not a concession by OCR that ODHS CWP is not in violation of Section 504 or Title II, or their implementing regulations that relate to the issues investigated in the subject matters.

II. Definitions

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

A. Contractor means any entity that provides direct services to Participants of the

CWP programs under a contractual agreement with reimbursement, which includes monies allocated to ODHS CWP as Federal financial assistance from HHS. Contractors include all outside entities to whom CWP 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. Disability** means the definition of “disability” contained in Section 504 and Title II.
- C. Child Welfare Programs (CWP)** means the components of ODHS responsible for adoption, foster care, and child protective services, including the central office, 16 districts, and 39 local offices.
- D. Participant** means any person who is subject to the jurisdiction of and/or is receiving services under any CWP program for which HHS funding is received. This includes persons who are the subject of any CWP investigation and persons who meet the essential eligibility requirements for CWP services, programs, or activities.
- E. Reasonable Modification and Reasonable Accommodation** means changes or adjustments to ODHS’ CWP programs or contracted child welfare service providers’ policies, practices, or procedures to avoid discrimination on the basis of disability and to afford individuals with disabilities an equal opportunity to participate in, and benefit from, services provided under a covered program or activity.
- F. Section 504/ADA Coordinator** means the individual or individuals designated to be responsible for coordination of ODHS’ efforts to comply with and carry out its Section 504 and ADA responsibilities in CWP programs.
- G. Section 504/ADA Grievance Procedure** means ODHS CWP’s process for addressing complaints of disability discrimination from Participants, advocates, attorneys, and other interested parties that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints.

III. General Provisions

- A. Facilities Covered by Agreement.** The agreement covers all CWP services ODHS administers or provides directly or through sub-recipients or Contractors.
- B. Effective Date and Duration of Agreement.** This Agreement shall become effective on the date it is executed by both parties (Effective Date) and shall remain in effect for twenty-four (24) months or until OCR’s written approval of the final of the four (4) progress reports, whichever date is later. At such time, the Agreement will terminate, provided ODHS CWP is in substantial compliance with the

Agreement as determined by OCR in its sole judgment upon its review of ODHS' reports pursuant to Sections VI and VII of this Agreement and other relevant information. OCR shall determine ODHS' compliance within sixty (60) days after receiving the final of the four (4) progress reports. Notwithstanding the aforementioned time limitation, ODHS acknowledges that it will comply with Section 504 and Title II for so long as it continues to receive Federal financial assistance.

- C. ODHS' Continuing Obligation.** Nothing in this Agreement is intended to relieve ODHS CWP of its obligation to comply with applicable nondiscrimination 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 or any other Federal Agency. Any unrelated compliance matters arising from reviews or investigations will be addressed and resolved separately. OCR shall review complaints against ODHS CWP 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 or to seek remedies for conduct beyond the conduct addressed in this agreement.
- E. Prohibition Against Retaliation and Intimidation.** ODHS CWP 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 ODHS CWP's Compliance with Agreement.** OCR may, at any time, review ODHS CWP's compliance with this Agreement. As part of such review, OCR may require ODHS CWP to provide written reports, permit inspection of offices and interviews of staff members, and allow OCR to examine and copy documents. ODHS CWP agrees to retain records required by OCR to assess its compliance with the Agreement, and to submit reports to OCR as specified in Sections VI and VII.
- G. Failure to Comply with the Terms of Agreement.** If at any time OCR determines that ODHS CWP has failed to comply with any provision of this Agreement, OCR shall notify ODHS CWP in writing. The notice shall include a statement of the basis for OCR's determination and shall allow ODHS CWP 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. If OCR determines that a delay would result in irreparable injury to any complainant or to other affected

parties, OCR will meet with ODHS CWP within 48 hours of that determination to develop an immediate plan for remedial action. If ODHS CWP does not respond to the notice, or if, upon review of ODHS' response, OCR determines that ODHS CWP has not complied with the terms of the Agreement, OCR shall inform ODHS CWP that it is in violation of the Agreement and may take actions set forth in Section 504, which incorporates the Title VI implementing regulation authorizing enforcement or other appropriate action, and Title II.

- 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 ODHS and OCR in resolution of Transaction Numbers 18-290275, 18-291152, and 18-291153. 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 ODHS Program Changes.** ODHS CWP reserves the right to change or modify its programs, so long as ODHS CWP ensures compliance with Section 504 and Title II and their implementing regulations, and other applicable state and 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 for OCR's review and approval.
- 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 ODHS represents that he or she is authorized to bind ODHS CWP 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 ODHS regarding compliance with this Agreement, as requested and as reasonably necessary.

IV. Specific Provisions

- A. Recognition.** ODHS CWP recognizes that Participants with disabilities must be provided opportunities to benefit from or participate in ODHC CWP's programs, services, and activities that are equal to those extended to Participants without disabilities, pursuant to ODHS CWP policy and in compliance with Section 504 and Title II. ODHS CWP agrees that it will not unlawfully discriminate on the basis of disability in the provision of services to persons with disabilities in the child welfare program.
- B. General Nondiscrimination Requirements.** ODHS CWP, directly and through contractual, licensing, or other arrangements, with respect to any Participant with a disability, agrees to comply with Section 504, Title II, and their implementing regulations, including, but not limited to, the following requirements:
1. ODHS CWP will not exclude from or otherwise deny the benefits of its services, programs, or activities to any Participant with a disability on the basis of disability. ODHS CWP will also not exclude or otherwise deny equal services, programs, or activities to a Participant or other individual because of their relationship or association with a Participant with a disability. *See* 42 U.S.C. § 12132; 29 U.S.C. § 794(a); 28 C.F.R. § 35.130(a), (g); 45 C.F.R. §§ 84.4(a), 84.52(a).
 2. ODHS CWP will ensure that Participants with disabilities (or individuals who associate or have a relationship with a person with a disability) are afforded an opportunity to preserve and reunify their families that is equal to the opportunity that ODHS CWP offers to Participants without disabilities. 28 C.F.R. § 35.130(b) & (g); 45 C.F.R. §§ 84.4(b)(1)(ii), 84.52(a)(2).
 3. ODHS will ensure that its safety requirements are based on actual risks that pertain to the individual parent and not on mere speculation, generalizations, or stereotypes about individuals with disabilities. *See* 28 C.F.R. § 35.130(h); 45 C.F.R. §§ 84.4(b), 84.52(a)(2)-(a)(5).

4. ODHS CWP will make reasonable modifications in policies, practices, and procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless ODHS CWP can demonstrate that making a modification would fundamentally alter the nature of the service, program, or activity. Reasonable modifications should be appropriately tailored to the needs of the Participant with a disability. *See* 28 C.F.R. § 35.130(b)(7); 45 C.F.R. § 84.4(a), (b)(vii).
5. ODHS CWP will furnish appropriate auxiliary aids and services when necessary to afford qualified Participants with disabilities and their companions an equal opportunity to participate in and enjoy the benefits of ODHS' child welfare services, programs, and activities. 28 C.F.R. § 35.160(b)(1); 45 C.F.R. § 84.52(d).
6. ODHS CWP will ensure it has grievance procedures providing for prompt and equitable resolution of complaints alleging disability discrimination, and will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under the ADA and Section 504, including any investigation of any complaint communicated to it alleging noncompliance or otherwise alleging disability discrimination. 28 C.F.R. § 35.107; 45 C.F.R. § 84.7.
7. ODHS CWP will ensure that no surcharge will be placed on a particular Participant with a disability or any group of Participants with disabilities to cover the costs of measures, such as the provision of auxiliary aids or program accessibility, that are required for ODHS to CWP provide such Participant(s) with nondiscriminatory treatment. 28 C.F.R. § 35.130(f); 45 C.F.R. §§ 84.4(a), 84.52(d).

C. Specific Nondiscrimination Requirements.

1. Nothing in this agreement prohibits ODHS CWP from removing a child from a Participant with a disability if ODHS CWP determines the Participant represents a direct threat to the safety of the child. However, ODHS CWP will not base decisions about whether a Participant with a disability represents a direct threat to the safety of a child on stereotypes or generalizations about persons with disabilities, or on a Participant's diagnosis or intelligence measures (e.g., IQ scores) alone. Rather, ODHS CWP will base such decisions on an individualized assessment of the parent with a disability, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain the nature, duration, and severity of the risk to the child; the probability that the potential injury to the child will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk. 28 C.F.R. § 35.139; 45 C.F.R. §§ 84.4(a), (b)(1), (b)(4).

2. When conducting assessments of participants, ODHS CWP can refer participants with actual or suspected disabilities to appropriate medical, mental health, or other professionals to obtain specific necessary information, such as to identify the need for reasonable accommodations or services, when a participant consents to such a referral. But ODHS CWP cannot categorically refer all participants with actual or suspected disabilities to specialists simply because they have or are suspected of having a disability. Nor can ODHS CWP delegate to such professionals overall responsibility for conducting assessments of participants with disabilities, as an assessment must broadly evaluate a participant's strengths, capabilities, and needs, based on objective evidence gathered from interviews, evaluations, direct observation, and other objective information, not just the information provided by a professional. The ultimate responsibility for determining the services needed by a participant and a service plan lies with ODHS CWP.
 3. ODHS CWP will not coerce, intimidate, threaten, interfere, or engage in other discriminatory or retaliatory conduct against anyone because he or she has either taken action or participated in an action to secure rights protected by Section 504 and Title II, including making a request for reasonable modifications or auxiliary aids and services or filing a disability discrimination complaint with ODHS or OCR.
 4. ODHS will obligate CWP's sub-recipients and Contractors to comply with Section 504 and Title II in all CWP's sub-recipient and Contractor agreements.
- D. Designation of Responsible Employee to Coordinate Efforts.** Within sixty (60) calendar days of the Effective Date of this Agreement, ODHS will appoint or otherwise designate a CWP Section 504/ADA Coordinator to coordinate and oversee Section 504 and Title II compliance in policy and practice in the CWP. The CWP 504/ADA Coordinator will be a resource to ODHS CWP on ADA and Section 504 issues, including the handling of requests for reasonable modifications and auxiliary aids and services by individuals with disabilities.
- E. Selection of Staff Resources:** ODHS CWP will create a staffing resource plan for long-term Section 504 and ADA compliance and best-practices. By January 2, 2020, ODHS CWP will create a staffing resource plan that includes an examination of staffing and other resource needs to support long-term and consistent compliance and best practices specifically for individuals with disabilities who also have involvement with the Child Welfare program.
- F. Notice of Nondiscrimination Policy.** Within sixty (60) calendar days of OCR's written approval of the nondiscrimination policies and procedures required by Section IV.G, ODHS CWP will create an on-going posting schedule in multiple modalities including posters and brochures in local child welfare branches, online websites, social media, e-mail blasts to staff and stakeholders and in stakeholder

meetings. The schedule will include grievance policies, nondiscrimination policies, and nondiscrimination notices. ODHS CWP will also include a schedule for targeted postings for ODHS CWP staff and leadership in the central office and the field.

G. Section 504/ADA Policies and Procedures. Within one hundred eighty (180) calendar days of the Effective Date of this Agreement, and in collaboration with the CWP Section 504/ADA Coordinator, ODHS CWP shall review and modify the nondiscrimination policy consistent with 28 CFR Part 35 and 45 CFR parts 80, 84, and 91 (ODHS does not discriminate on the basis of race, color, national origin, disability or age). The nondiscrimination policies and procedures will include, but not be limited to:

1. Acknowledgment that ODHS CWP will not impose a surcharge on a particular Participant with a disability or any group of Participants with disabilities to cover the costs of measures, such as the provision of auxiliary aids, reasonable modifications, or program accessibility, that are required for ODHS to provide such Participant(s) with nondiscriminatory treatment;
2. Acknowledgment that Participants have a right under Section 504 and Title II to file a complaint and/or a grievance alleging discrimination on the basis of disability to the Governor's Advocacy Office and to OCR;
3. Acknowledgment that ODHS and OCWP will not coerce, intimidate, threaten, interfere, or engage in other discriminatory or retaliatory conduct against anyone because he or she has either taken action or participated in an action to secure rights protected by Section 504 and the ADA, including making a request for reasonable modifications or auxiliary aids and services or filing a disability discrimination complaint with ODHS, CWP, or OCR.

ODHS will submit its nondiscrimination policies and procedures to OCR as provided in Section VII.B. of this Agreement.

H. CWP Sub-Recipients and Contractors. Within one hundred eighty (180) calendar days of OCR's written approval of the nondiscrimination policies and procedures required by Section IV.G, and in collaboration with the Section 504/ADA Coordinator, ODHS CWP shall ensure that all applicable sub-recipients and Contractors are informed of the disability nondiscrimination and reasonable accommodations requirements of Section 504, Title II, and this Agreement. ODHS CWP shall provide information to and require the applicable sub-recipients and Contractors as necessary to provide ODHS with their plans and/or policies addressing compliance with these requirements.

V. Training

Create a training plan and “Just-In-Time” training opportunities: Within one hundred eighty (180) calendar days of OCR’s approval of ODHS CWP’s nondiscrimination policies and procedures required by Section IV.G. of this Agreement, ODHS will create a training plan with an inventory of needed and already existing best practice training opportunities available to staff, families and other partners. ODHS CWP’s training materials shall cover its approved nondiscrimination policies and procedures and be consistent with the joint technical assistance document regarding the rights of parents with disabilities issued in August 2015 by HHS and the U.S. Department of Justice.¹ ODHS will offer OCR the opportunity to review the initial training plan. OCR shall provide technical assistance in the form of “training the trainers” if ODHS CWP so requests. The initial training plan will specifically cover individuals with disabilities who also have involvement with the child welfare program and will outline long-term training needs. The training plan will include training for all CWP staff members about supports available to Participants with disabilities through other ODHS programs, improving communication, and providing reasonable accommodations. ODHS CWP shall ensure that all newly hired CWP staff members receive nondiscrimination training as part of their onboarding. ODHS shall provide “refresher” nondiscrimination trainings to all CWP staff members at reasonable intervals as determined by ODHS. Training will be provided to existing staff members within one (1) year of the creation of the training plan.

VI. Monitoring.

Create on-going progress reporting and dashboard: ODHS CWP will provide OCR written progress reports indicating the actions ODHS CWP has taken to comply with this Agreement.

As part of each progress report, ODHS CWP will provide OCR with a list of open child welfare cases where one or more Participants is identified as an individual with a disability, as recognized by Oregon’s internal Adoption and Foster Care Analysis and Reporting System (AFCARS) report data. In consultation with the 504/ADA coordinator, OCR will review ten (10) cases to determine whether ODHS has taken appropriate steps to respond to a Participant’s request or need for reasonable modifications and auxiliary aids or services. OCR will provide technical assistance as needed to ensure that ODHS complies with its legal obligation under Section 504 and the ADA to provide equal access to child welfare services and activities in a nondiscriminatory manner.

Each progress report will also include the number and type of grievances filed by Participants with disabilities involved with the ODHS CWP and the status of the outcome or resolution.

¹ U.S. Dep’t Health & Human Servs. & U.S. Dep’t Justice, *Protecting the Rights of Parents and Prospective Parents with Disabilities: Technical Assistance for State and Local Child Welfare Agencies and Courts under Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act* (Aug. 2015), available at www.ada.gov/doj_hhs_ta/child_welfare_ta.html.

ODHS CWP will also develop a dashboard of helpful metrics to assist in OCR's on-going monitoring, which will be included in the progress reports once developed. The dashboard will specifically cover Participants with disabilities who also have involvement with CWP.

VII. Reporting Requirements to OCR

- A.** Within sixty (60) calendar days of the Effective Date of this Agreement, ODHS CWP shall submit the name of its CWP Section 504/ADA Coordinator with contact information.
- B.** Within one hundred eighty (180) calendar days of the Effective Date of this Agreement, ODHS CWP shall submit the written nondiscrimination policies and procedures required by Section IV.G., above, for OCR's review and approval.
- C.** Within thirty (60) calendar days of the OCR's approval of ODHS' written nondiscrimination policies and procedures required by Section IV.G., above, ODHS shall certify that each CWP office has prominently posted in the waiting areas the ODHS nondiscrimination notice, as required by Section IV.F., above.
- D.** Within one hundred eighty (180) calendar days of OCR's written approval of the nondiscrimination policies and procedures required by Section IV.G., above, ODHS shall certify to OCR that it has notified all current sub-recipients and Contractors working with CWP as required by Section IV.H., above. ODHS shall provide OCR with representative samples of its notifications to its sub-recipients and Contractors.
- E.** Within one hundred eighty (180) calendar days of OCR's written approval of the nondiscrimination policies and procedures required by Section IV.G., above, ODHS shall certify to OCR that it has completed the training plan and is executing the plan required by Section V, above, and provide sample documentation that CWP workforce members are receiving the training. OCR may also request that ODHS submit its training materials for OCR's review and approval.
- F.** Beginning within six (6) months of the Effective Date of this Agreement, ODHS CWP shall provide to OCR the semi-annual (every six (6) months) progress reports required by Section VI, above, concerning its compliance with the terms of this Agreement.

VIII. Signatures

/s/	11/18/2019
_____	_____
Fariborz Pakseresht, Director Oregon Department of Human Services	Date

/s/	11/20/2019
_____	_____
Michael Leoz Regional Manager, Pacific Region U.S. Department of Health & Human Services Office for Civil Rights	Date