



**U.S. Department of Health
And Human Services**

Office for Civil Rights

U.S. Department of Justice

*Civil Rights Division
Federal Coordination and
Compliance Section*



**MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. DEPARTMENTS OF
HEALTH AND HUMAN SERVICES AND JUSTICE**

The Federal Coordination and Compliance Section of the Civil Rights Division of the Department of Justice (DOJ FCS) and the Office for Civil Rights of the Department of Health & Human Services (HHS OCR) enter into this Memorandum of Understanding (MOU or Agreement) to further the effective and efficient enforcement of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d – 2000d-7, and related nondiscrimination statutes. This MOU broadly promotes interagency coordination and seeks to maximize effort, promote efficiency, and eliminate duplication and inconsistency in the enforcement of civil rights laws in child welfare and in other areas of mutual interest or overlapping jurisdiction. It includes provisions for coordination and collaboration of the investigation of charges of discrimination on the basis of any characteristic protected by these civil rights laws, and establishes procedures for delegation of authority, as well as sharing information and expertise consistent with existing authorities.

DOJ FCS and HHS OCR share the goal of ensuring that recipients of federal funds, including state and local child welfare agencies and state court systems, meet their responsibilities to promote the safety, permanency, and well-being of America's children and their families while at the same time ensuring compliance with federal civil rights laws.

The Agreement is intended to establish procedures for collaboration between the agencies to the fullest extent desired by the parties and permitted by law, including with regard to investigation, resolution, and litigation of complaints and other allegations of discrimination; development of policy guidance; engaging in outreach and public education; training of each agency's staff; and sharing of resources, as may be appropriate to further the purposes of this Agreement. Nothing in this Agreement, however, affects or changes either DOJ FCS or HHS OCR enforcement priorities, authorities, or jurisdiction.

The parties to this MOU agree as follows:

1. Coordination and Collaboration

In order to develop potential joint enforcement and implementation initiatives, increase efficiency, ensure coordination, and minimize duplication, DOJ FCS and HHS OCR will undertake:

(a) Coordination Activities

Representatives from DOJ FCS and HHS OCR will meet monthly and as necessary to discuss topics of mutual interest to both agencies that further the purposes of this Agreement and, when appropriate, establish procedures for coordination of efforts related to such topics. The topics may include, but not be limited to:

- (i) Access to and exchanges of electronically stored information and databases;
- (ii) Procedures for coordinated collection, sharing, and analysis of data;
- (iii) Analytical approaches to identifying and remedying discrimination in the child welfare system or among other recipients of Federal financial assistance;
- (iv) Training programs and materials;
- (v) Onsite technical assistance arrangements between the agencies to increase collaboration;
- (vi) Outreach; and
- (vii) Technical assistance, policy, and guidance, as appropriate, to further the purposes of this Agreement and Title VI.

(b) Sharing Expertise

Where appropriate and to the extent available and allowable under law, DOJ FCS and HHS OCR will share staff resources in support of the joint enforcement of the civil rights laws with respect to recipients of Federal financial assistance, including state and local child welfare agencies and courts.

2. Delegation of Authority

To promote a more uniform application of civil rights laws to state and local child welfare agencies and courts, and to ensure the appropriate and efficient use of agency resources and expertise, the parties may delegate investigative and enforcement authority to each other and may accept such delegation, on a case-by-case basis pursuant to 45 C.F.R. § 80.7 (HHS OCR), 28 C.F.R. §§ 42.401-415 (DOJ FCS), the Title VI Coordination Regulations and consistent with each agency's regulations and internal

procedures. Should the relevant parties agree to delegate authority to each other, the parties will determine the scope of the delegation to include actions related to compliance reviews, complaints, determinations of apparent failure to comply and resolutions of matters by informal means, consistent with existing authorities. If voluntary compliance is not achieved, the parties will work together to pursue enforcement actions as appropriate and allowed by law.

3. Sharing of Information

- (a) DOJ FCS and HHS OCR will share any information that supports each agency's enforcement of the civil rights laws. Such information may include, but is not limited to: complaints; investigative files; reports filed or data produced by covered entities; data, reports; and statistical analyses or summaries.
- (b) Any transfer of information will only be made where not otherwise prohibited by law. Information transferred between DOJ FCS and HHS OCR under this Agreement will not be used by the receiving agency for purposes other than the enforcement of the civil rights laws.

4. Confidentiality

- (a) Information shared under this Agreement, including information shared between DOJ FCS and HHS OCR related to a particular allegation of discrimination that HHS OCR has referred to DOJ FCS, will be considered confidential. The sharing of information under these circumstances does not constitute a waiver of any otherwise applicable privilege or protection from discovery or other disclosure.
- (b) When DOJ FCS receives, from a source independent of HHS OCR, the same information that is subject to subparagraph (a) of this section, this section does not preclude making public the information received from the independent source. However, DOJ FCS will observe any confidentiality requirements that otherwise would apply to such information and will inform HHS OCR before disclosing the information from the independent source.
- (c) When HHS OCR receives, from a source independent of DOJ FCS, the same information that is subject to subparagraph (a) of this section, this section does not preclude making public the information received from the independent source. However, HHS OCR will observe any confidentiality requirements that otherwise would apply to such information and will inform DOJ FCS before disclosing the information from the independent source.

- (d) Any communications between DOJ FCS and HHS OCR relating to a complaint or charge of discrimination or to a DOJ FCS or HHS OCR investigation or compliance review pursuant to the civil rights laws are and will be treated as privileged or protected from disclosure as work product to the same extent that the communication would be privileged or protected from disclosure if the communication had been made among DOJ FCS officers or employees or among HHS OCR officers or employees.

5. Review and Modification

DOJ FCS and HHS OCR will conduct periodic reviews of the implementation of this Agreement on an ongoing basis. The parties will each keep the other informed of any new program, activity, or project that may be initiated or of any augmentation or revision of an existing program, activity, or project that affects the implementation of this Agreement.

The provisions of this MOU may be reviewed and jointly modified as appropriate when it is determined by DOJ FCS and HHS OCR that such review and modification is in the interest of their respective enforcement responsibilities.

6. Effect of Agreement

This Agreement is an internal Government agreement. It is not intended to, and does not, confer upon any private person, or employer, or other entity any rights against the United States or any of its agencies or officers.

Nothing in this Agreement will be interpreted as limiting, superseding or otherwise affecting either party's normal operations or decisions in carrying out its statutory or regulatory duties. This Agreement does not limit or restrict the parties from participating in similar activities conducted pursuant to any coordinating authority or from entering into similar arrangements with other entities.

This Agreement does not itself authorize the expenditure or reimbursement of any funds. Nothing in this Agreement obligates the parties to expend appropriations or enter into any contract or other obligation.

This Agreement is binding on any and all successors to the relevant sections in DOJ FCS and HHS OCR.

7. Effective Date

This MOU will take effect immediately once signed by all parties and will continue in force indefinitely. It may be terminated by either party upon 90 days written notice to the other agency. Except as expressly provided in this MOU, this MOU constitutes the entire agreement between DOJ FCS and HHS OCR with respect to the matters set forth herein.

Signatures:

/s/

Jocelyn Samuels
Director
Office for Civil Rights
U.S. Department of Health and Human Services

January 9, 2017

Date: _____

/s/

Christine Stoneman
Principal Deputy Chief
Federal Coordination and Compliance Section
Civil Rights Division
U.S. Department of Justice

January 9, 2017

Date: _____