



**UNITED STATES-
DEPARTMENT OF HEALTH & HUMAN SERVICES**

Office for Civil Rights

October 1, 2002

Region IV
Sam Nunn Atlanta Federal Center
61 Forsyth Street, S.W., Suite 3B70
Atlanta, GA 30303-8909

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

**Mr. Jerry Regier
Secretary
Department of Children & Families
1317 Winewood Boulevard
Building 1, Room 202
Tallahassee, FL 32399-0700**

□
Complainant's name and address have been redacted.

Dear Mr. Regier and Complainants

**RE: Complainants v. Florida Department of Children & Families ("DCF")
Complaint Number: 04-00-3154**

On September 30, 2002, the Office for Civil Rights ("OCR") and the Florida Department of Children & Families ("DCF") entered into the enclosed "Predetermination Settlement Agreement" ("Agreement") which addresses allegations in the above-referenced complaint filed by Complainants ("Complainants") contending that the agency conducts its programs in violation of title VI of the Civil Rights Act of 1964 ("title VI") and the Multiethnic Placement Act of 1994 ("MEPA") as amended by Section 1808 (Removal of Barriers to Interethnic Adoption) of the Small Business Job Protection Act of 1996 ("Section 1808"). Since DCF has agreed to institute appropriate corrective measures to remedy deficiencies in its Child Placing Agency and Adoptions program relating to the allegations in the subject complaint, OCR is hereby closing its investigation of this matter, subject to the agency's completion of the compliance measures set forth in the Agreement.

Please note that DCF is required to submit to OCR documentation and reports as set forth in the enclosed Agreement. The agency should submit required policies, procedures, etc., in accordance with the terms as referenced in the Agreement.

You should also note that the resolution of this complaint does not limit the Complainants rights and protection under the provisions of title VI of the Civil Rights Act of 1964 (42 United States Code (U.S.C.)2000d et seq.), and its implementing regulation as found at 45 C.F.R. Part 80, and the Multiethnic Placement Act of 1994 (42 U.S.C. § 5115), as amended by section 1808 (42 U.S.C. § 1996 (b)), or any other statutory authority for which the OCR has enforcement responsibilities.

Mr. Jerry Regier

Complainants

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Under the Freedom of Information Act, it may be necessary to release the document and related correspondence and records upon request. In the event OCR receives such a request, we will protect, to the extent provided by law, personal information which, if released, would constitute an unwarranted invasion of privacy .

We appreciate the cooperation of all parties involved for their efforts in working to resolve this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Freeman', with a long horizontal flourish extending to the right.

**Roosevelt Freeman
Regional Manager
Office for Civil Rights
Region IV**

Enclosures

**cc: Ms. Carolyn C. Dudley
Assistant Staff Director for Civil Rights
Florida Department of Children & Families
1317 Winewood Boulevard
Tallahassee, Florida 32399-0700**

IN THE MATTER OF

**FLORIDA DEPARTMENT OF CHILDREN & FAMILIES
DOCKET NUMBER: 04-00-3154**

PREDETERMINATION SETTLEMENT AGREEMENT

This Predetermination Settlement Agreement (“Agreement”) is between the FLORIDA DEPARTMENT OF CHILDREN & FAMILIES (“DCF”) and the OFFICE FOR CIVIL RIGHTS (“OCR”), U.S. Department of Health and Human Services (“DHHS”). The terms of the Agreement include the following:

I. BACKGROUND

- A. The DCF is an instrumentality of the State of Florida responsible for administering the State’s foster care and adoption programs, among other responsibilities. DCF receives, and at all relevant times has received, Federal financial assistance administered by DHHS, including funds awarded under various Block Grant programs.**
- B. The Children’s Home Society (“CHS”) is a contract provider of DCF responsible for providing services and conducting home studies and other duties as part of the adoption process. As a contract provider of DCF, CHS, at all relevant times, has received funds from DCF, the source of which includes Federal financial assistance administered by DHHS.**
- C. The OCR is responsible for enforcing title VI of the Civil Rights Act of 1964 (“title VI”), as amended, 42 U.S.C., section 2000d, and implementing regulations at 45 C.F.R. Part 80, and the Multiethnic Placement Act of 1994 (“MEPA”), 42 U.S.C. § 5115, as amended by section 1808 (Removal of Barriers to Interethnic Adoption) of the Small Business Job Protection Act of 1996 (“section 1808”), at 42 U.S.C. § 1996 (b).**
- D. Title VI prohibits discrimination on the basis of race, color, or national origin. Section 1808 and MEPA prohibit covered entities involved in adoption or foster care placements from denying or delaying any individual the opportunity to become an adoptive or foster parent, or from denying or delaying the placement of a child for adoption or into foster care, on the basis of the race, color, or national origin of the prospective parent, and/or, of the child involved.**

- E.** By reason of their receipt of Federal financial assistance, all of DCF's operations are subject to MEPA, section 1808, title VI, and regulations issued thereunder as found at 45 C.F.R. Part 80. The foregoing prohibit a recipient of DHHS assistance from pursuing policies or practices having the intent or effect of discriminating against individuals on the basis of race, color, or national origin. DCF is responsible for advising its providers regarding their obligations to conduct programs and activities receiving Federal funds in a non-discriminatory manner.
- F.** On August 18, 2000, _____ filed a complaint with the OCR against the District 1 Office of DCF, located in Pensacola, Florida. The _____ (or "Complainants"), who are Caucasian, alleged that through its agent, CHS, the District 1 office refused them the opportunity to adopt an infant African-American child ("Baby Jane Doe") solely on the basis of race, in violation of title VI, MEPA, and section 1808. Complainants contend that the District 1's decision was based principally on an independent expert's racially biased report and recommendation.
- G.** By letter dated November 21, 2000, OCR initiated an investigation into the Haddock complaint (Docket Number: 04-00-3154). Thereafter, OCR extended to the parties an opportunity to participate in OCR's informal, predetermination resolution process. DCF, through its office in District 1 and its internal "Office of Civil Rights", provided a response. The Department contended that it has at all times conducted its program in compliance with DHHS' regulations. The agency further noted that the permanency placement report was prepared by an independent expert specifically to evaluate the child's best interest in resolving permanent placement questions which had arisen between _____ and another prospective adoptive family being considered by CHS.
- H.** In order to resolve this matter expeditiously, without further burden or expense of government investigation or litigation, DCF accepts the terms stipulated in this Predetermination Settlement Agreement ("Agreement"), which address issues raised in the subject complaint, and reiterate an assurance of their intention to comply with all provisions of title VI, section 1808, and MEPA.
- I.** This Agreement is a compromise in order to resolve the instant matter expeditiously without further expense or burden of litigating disputed issues of fact. The Florida State Legislature's recent revisions to Florida adoption law may require DCF to update the Department's statewide policy and procedure. The Department's review and implementation of these revisions in accordance with the terms of this Agreement will assure OCR that DCF

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will continue to monitor its compliance and the compliance of its agency providers, specifically CHS, with all provisions of title VI, MEPA, and section 1808 and other applicable Federal laws.

DCF specifically reserves the right to change, alter, amend or rescind the manner in which the agency provides services so long as such amendments, alterations or changes conform to the applicable standards under state and Federal law, including title VI, MEPA, and section 1808.

- J. The parties to this Agreement and no other person or entity shall have standing to seek enforcement of this Agreement. This Agreement is not intended to create any right of action to enforce its terms by any third party.**
- K. DCF's willingness to enter into this Agreement in the instant case shall not be construed as an admission of fact or evidence that the agency's policies and/or procedures have been determined to be out of compliance with title VI, MEPA, section 1808, or any other authority enforced by OCR.**
- L. Although CHS, as a contract agency provider, does not have responsibility for any terms and conditions involving DCF operations, DCF will, through oversight and in carrying out the terms of its independent contract with CHS, enforce compliance with the terms of this Agreement.**
- M. In reliance on the promises made by DCF, OCR shall suspend further formal investigative activity or other administrative action involving Complaint Number: 04-00-3154, subject to DCF's continued performance and enforcement of their obligations under this Agreement.**

II. GENERAL PROVISIONS

- A. The Agreement shall become effective on the date it is fully executed by the parties hereto and will remain in effect until OCR has verified, and notified DCF in writing, that DCF has implemented all actions specified in Section III of the Agreement.**
- B. Nothing in this Agreement is intended to relieve DCF or its providers, specifically CHS, of the continuing obligation to comply with any and all provisions of applicable statutes and implementing regulations, whether or not specifically addressed in this Agreement or any independent agreement between DCF and the provider.**

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- C. The commitment by DCF to comply with the terms of this Agreement is without prejudice to any other issues, reviews, or complaints of discrimination that may be pending or may arise before OCR or any other statute enforced by OCR or another agency. The Agreement also does not preclude further OCR compliance reviews or complaint investigations of DCF. Any compliance matters arising from subsequent reviews or investigations will be addressed and resolved separately in accordance with the procedures and standards of the statute and implementing regulation applicable to the matter raised.**
- D. OCR may require compliance reports and have access to information as provided for in 45 C.F.R. Sections 80.6 (b) and 80.6 (c). DCF agrees to retain the records required by OCR to assess its compliance with the Agreement, and to submit requested reports to OCR as specified in Section IV and other relevant portions of this Agreement.**
- E. If at any time during the term of this Agreement OCR determines that DCF has failed to comply with any of its provisions, OCR will promptly notify DCF in writing. The notice shall include a statement of the ground(s) for OCR's decision and allow DCF twenty (20) days to explain in writing the reason(s) for its actions. If DCF does not respond to the notice or, upon review of the response, OCR finds that DCF has not complied with any provision of the Agreement, in the absence of informal resolution, OCR may request the initiation of administrative or judicial enforcement proceedings or take other appropriate action to secure compliance with the applicable statute and regulation.**
- F. This document contains the entire Agreement between DCF and OCR. No terms or conditions have been wholly or partially omitted. Neither DCF nor OCR has entered this Agreement in reliance upon any term or representation not stated herein. This Agreement may be altered or amended only by written agreement signed by representatives of DCF and OCR.**
- G. Failure by OCR to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of OCR's right to enforce other deadlines and provisions of this Agreement.**
- H. OCR places no restrictions on the publication of the terms of this Agreement.**

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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 regulation, 45 C.F.R. Part 5 unless otherwise prohibited or exempted by state law or federal law. OCR acknowledges that DCF is a state agency and that documents and materials prepared in this matter may be subject to public records law under Chapter 119, Florida Statute and Section 24a, Article I, of the State of Florida Constitution, unless exempted by law.

- I. When OCR determines that DCF has completed the terms of the Agreement, OCR will consider all matters related to this complaint investigation resolved and so notify DCF in writing. Notwithstanding its implementation of the subject Agreement, DCF acknowledges that it is obligated to continue conducting its program and activities in compliance with title VI, MEPA, and/or section 1808 so long as it receives Federal financial assistance as awarded by DHHS.**
- J. The signatories to this document on behalf of DCF and OCR represent that they have the authority to bind their respective agencies to this Agreement.**

III. SPECIFIC PROVISIONS

The Florida Administrative Code (F.A.C.) currently provides the following relevant state guidelines:

**Chapter 65C-13: Substitute Care of Children
Chapter 65C-15: Child Placing Agencies
Chapter 65C-16: Adoptions**

Chapter 65C-16:005(1) F.A.C. states: "The department shall use its best efforts to obtain adoptive families from every ethnic, racial, and religious heritage. No child shall be prevented from being placed with an adoptive family because the child's ethnic, racial and religious heritage is not the same as that of the adoptive family."

DCF has been and will continue to be involved in the refinement of its statewide foster parent and adoption procedures. The concerns raised by the Complainants in District 1 are areas under ongoing Departmental review, especially in response to recent legislative amendments to state adoption law which will require further implementation of revisions to statewide policy and procedure.

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As part of this process and the subject Agreement, and to address concerns raised by the Complainants, DCF agrees to implement the following recommendations and corrective measures:

- A. Within Ninety (90) days of the effective date of this Agreement, DCF shall develop and implement appropriate procedures and methods to ensure that prospective adoptive parents are advised of records available to them, and notified how to obtain access to records which were generated and/or relied on by the agency during the placement process. The agency shall also develop procedures to notify prospective adoptive parents, who have not been otherwise notified under statute, that they may wish to obtain legal representation during the adoption process. The subject procedures shall specifically address the following:
1. The information and documentation, and/or, categories of information/documentation, that are available to prospective adoptive parents. The procedures should state specifically which records regarding family, medical and social histories, as well as studies completed on the affected child, are available and which are unavailable to prospective adoptive parents.
 2. Specific policies and procedures that notify prospective adoptive parents how to request information, documentation, and available records, specific times when records or reports may or may not be available and times and circumstances when they become available. Specific procedures should detail how to request information/documentation/reports, and include policy and procedures specifying which parties are authorized to make requests.
 3. Develop time frames and procedures for providing the above-referenced notices and disclosures to the prospective adoptive parents.
 4. Develop time frames and procedures for receipt and return of DCF responses to written requests for information and/or documentation of reports.
 5. Develop procedures or protocol to address communication between the agency, prospective adoptive families and any legal representatives retained by prospective adoptive families especially in situations where more than one family is being considered in a given adoption and some may or may not have legal representation.

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- B. Within Ninety (90) days of the effective date of this Agreement, DCF shall submit documentation to substantiate ongoing efforts to disseminate title VI/MEPA/section 1808 policies/procedures addressing the agency's compliance obligations to staff, foster/adoptive parents, referral sources, including private provider agencies, community groups, and programs and organizations representing the interests of children in foster care and those available for adoption. The subject documentation shall include a listing of the referenced organizations, by name, address, contact person's name, category (i.e., private adoption agency) and telephone number.**
- C. The listing required in Article III. B above shall include copies of the material disseminated and the date of dissemination. (Submit only one copy of each type of material disseminated.)**
- D. Within Ninety (90) days of the effective date of this Agreement, DCF shall develop and implement procedures requiring its local/district offices to place MEPA posters in lobby areas and other areas which are accessible and visible to the public, particularly individuals who are prospective and/or current recipients of child welfare services. The subject procedures shall specify the general location(s) where such notices have been/must be posted. DCF agrees to submit to OCR a copy of the MEPA poster displayed, and photos depicting its actual placement in some locations.**
- E. Within Ninety (90) days of the effective date of this Agreement, DCF shall update and amend HRSM 175-16 to include explicit reference to the agency's responsibility to conduct placements without regard to race, color, or national origin, and to otherwise ensure compliance with title VI, 42 U.S.C. Section 1996b. Modifications shall include changing the term "handicap" to "disability".**
- F. Within Ninety (90) days of the effective date of this Agreement, DCF shall, if it has not already done so, review the case files for Complainants and undertake other necessary steps to establish the specific grounds that prevented their adoption of Baby Jane Doe. Following the subject assessment, DCF shall institute appropriate procedures and policies to ensure that other potential adoptive families in District 1 are provided equal opportunities to foster or adopt in accordance with title VI/MEPA/section 1808.**

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- G. Within Ninety (90) days of the effective date of the subject Agreement, DCF shall develop and adopt appropriate policies/procedures to address the following:
1. Ensure that training is provided to staff regarding title VI/MEPA/section 1808 compliance standards applicable to adoption placement determinations.
 2. Internal complaint/grievance procedures, containing time frames, appeal rights, and other due process standards, to address allegations filed under title VI/MEPA/section 1808 by families or other parties interested in adoption. The subject procedures shall: identify staff person(s), by name and position, responsible for processing the subject grievances/complaints; and include notices regarding the subject procedures as provided to staff, prospective adoptive parents, and other interested persons. DCF agrees to submit a copy of these procedures to OCR within Ten (10) days of adoption of the same.

DCF further agrees to undertake appropriate actions to revise MAPP training and/or other similar recurring activities where information regarding foster care or adoption programs are routinely discussed and/or disseminated. DCF agrees to submit to OCR documentation of the steps taken in this regard within Ten (10) days of initiation of the same.
 3. Measures to ensure that staff receive appropriate training and instruction regarding how to address and respond to any concerns families may have regarding trans-racial/inter-ethnic adoptions.
 4. Update procedures instructing staff on ways to be responsive to concerns and issues raised by families interested in pursuing trans-racial/inter-ethnic adoptions. The subject instructions shall specifically address whether, and/or, how staff should respond to issues/concerns regarding infants and older children. DCF shall revise, if necessary, manuals or operating procedures to incorporate measures developed for this purpose.

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The measures undertaken by DCF to address the foregoing shall include provisions specifically instructing staff how to apply these and similar directives in ways which do not have the intent or effect of dissuading interested persons from pursuing trans-racial/inter-ethnic adoptions.

5. Steps to ensure that staff advise prospective adoptive parents about the procedures implemented to facilitate transfers and to ensure the confidentiality of parents and children during the placement process.
6. Revise administrative operating procedures or agency rules (Chapter 65C) dealing with Foster Care and Adoption Related Services (ARS) including Family Preparation and Study Process/MAPP, Chapter 65-C, so as to include provisions requiring staff to undertake appropriate steps to ensure that prospective parents are provided available information/materials regarding issues/problems/concerns relating to special needs children.
7. Revise provisions regarding the Adoptive Application Review Committee as referenced in Chapter 65C-16, to provide specific procedures to assist the Committee in handling situations involving rejected applicants, including notification of administrative review procedures.
8. Modify administrative rules as found at 65C-16.002 F.A.C. so as to include specific instructions to staff regarding the steps that must be implemented by them to determine when foster parents are interested in adopting. The subject provisions shall specify actions which are required in cases involving both infants, as well as older children. The foregoing modifications shall include revisions to agency rules to clarify the process to be followed by foster parents interested in adopting foster children. Operating procedures shall include recommended forms to be utilized in the process.

DCF agrees to develop operating procedures which instruct staff on the appropriate use of forms and which require staff to communicate with prospective adoptive parents concerning the agency's disposition of their request. Procedures developed for this purpose shall set out the time frames to respond to requests, provide notice to parents as to what decisions are final, provide notice of counseling opportunities,

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including specific resources which may assist the prospective adoptive parents(s) to identify counselors, as well as disclosure as to modifications of time periods, if any, should prospective adoptive parents decide to seek professional outside counseling.

9. **Develop policies and procedures instructing foster care staff regarding use of HRS-CYF Form 5032, Referral for Permanency Staffing. The subject procedures shall include provisions to address the extent to which adoption is to be explored with foster parent(s), as well as cover foster care staff's recommendation regarding the suitability of foster parent(s) as adoptive parent(s).**
10. **Develop operating procedures to be implemented by foster care counselors for the Community Based Care ("CBC") agency in making referrals to adoption units. Revise, if necessary, Attachment 1 to the CBC contracts. The subject procedures shall include necessary revisions to Attachment 1 to CBC contracts to specify any revised procedures applicable to community-based agencies.**
11. **Develop and implement, if DCF has not already done so, procedures which clarify/define the respective roles of district offices and child placing agencies, in making final placement determinations. The subject procedures shall explicitly include provisions to address the role of district offices in situations where all prospective families are served by the same agency.**
12. **Revise the current curriculum for the MAPP training program for foster parents, staff development training/workshops, outreach activities, etc., to specifically incorporate information pertaining to the agency's obligation to make all placement determinations, including those involving trans-racial/inter-ethnic placements, in compliance with title VI/ MEPA/section 1808. If DCF instituted any such revisions during 1998 -present, the agency should submit documentation of the same to OCR.**
13. **Develop and institute measures which specifically address the extent to which the agency permits assessments of foster parents as an adoptive resource once placement planning has begun with another family. The subject procedures shall specify steps that DCF will take to familiarize staff with the same.**

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- H. Within Ninety (90) days of the effective date of this Agreement, DCF shall, if it has not already done so, obtain and provide appropriate information to clarify: CHS's decision to place Baby Jane into foster care's reunification program, rather than the adoption program, in light of the fact that the goal of adoption had been identified; reason(s) for the Complainants being assigned to a reunification unit when their interest was in adopting; and DCF's role in the adoption of children in CHS' care.**
- I. Within Ninety (90) days of the effective date of this Agreement, DCF shall if it has not already done so, submit to OCR the results of actions taken to process and investigate the complaint, dated August 5, 2000, filed by Complainants with the State of Florida, Office of Civil Rights, regarding DCF's decision to remove Baby Jane Doe from their home.**
- J. Within Ninety (90) days of the effective date of this Agreement, DCF shall, if it has not already done so, amend Rule 65C-16.005 to specify the policies and procedures applied to select, introduce, and/or incorporate reports prepared by independent experts/outside consultants/etc. into final placement determinations. These modifications shall address the following factors, among others:**
- 1. When use of an outside consultant is warranted and costs of the same;**
 - 2. Methodology/guidelines regarding the delivery of services;**
 - 3. Notifications provided to families and consultants;**
 - 4. Criteria and credentials applicable to the selection of consultants;**
 - 5. Number of consultants considered;**
 - 6. Whether families are provided opportunities to have input in the process;**
 - 7. Whether the placement agency, e.g., CHS has any opportunity for input in the selection;**
 - 8. Procedures for obtaining a second opinion;**
 - 9. Whether an appeals process is available if problems are identified; and**

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10. Procedures/steps taken to provide notice regarding the requirements of title VI/MEPA/section 1808.
- K. Within Ninety (90) days of the effective date of this Agreement, DCF agrees to review, revise, amend, or develop and submit specific policies and procedures that provide opportunities for prospective parents to discuss with staff concerns about the finality of the adoption process and to provide staff specific instructions on how to provide guidance to parents considering a change of mind regarding their decision to adopt, including finalizing the decision-making process.
- L. Within Ninety (90) days of the effective date of this Agreement, DCF shall submit a report summarizing the actions taken to implement training recommended by Ms. Sandra Kerns, Licensed Clinical Social Worker (LCSW). Areas covered in the subject training shall involve such matters as policy implementation; client motivation to adopt; clinical assessment of personal and family development; and attachment issues.
- M. Within Ninety (days) of the effective date of this Agreement, DCF agrees to submit to OCR documentation of the steps taken to implement the Florida Local Advocacy Council's (FLAC'S) recommendation that DCF conduct an in-depth monitoring of its contract with CHS and the HWBP to determine if there are other potential problems. This submission should also provide a summary of the steps that are (will be) routinely implemented to ensure appropriate oversight by DCF over its contractors.
- N. Within Ninety (90) days of the effective date of this Agreement, DCF shall submit to OCR documentation regarding the actions taken, or planned, to ensure that the Complainants are not summarily denied the opportunity: to receive foster children in their home consistent with the terms of this Agreement and title VI/MEPA/section 1808; and/or, to adopt children consistent with the terms of this Agreement and title VI/MEPA/section 1808. This submission shall also address specific steps taken or planned to ensure that staff communicate openly and fairly with Complainants.
- O. Within Ninety (90) days of the effective date of this Agreement, DCF shall develop and implement appropriate steps to ensure that during certification, assessment, or other placement activities, Complainants and other foster families are not retaliated against or subjected to reprisal or intimidation in any manner whatsoever on account of the fact that they filed charges with

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OCR alleging a violation of title VI/MEPA/section 1808, or any other authority for which OCR has enforcement responsibility.

- P. Within Ninety (90) days of the effective date of this Agreement, DCF shall review the adoption policies/procedures/practices implemented by CHS to identify those which may be inconsistent with DCF policies, and/or title VI/MEPA/section 1808. DCF further agrees to take steps to ensure that CHS institutes appropriate measures to address any inconsistencies found.**
- Q. Within Sixty (60) days of the effective date of this Agreement, DCF shall initiate and complete a compliance review of CHS in District 1.**
- R. Within Ninety (90) days of the effective date of this Agreement, DCF shall ensure that Equal Opportunity (EO) Coordinators obtain district lists of adoption agency providers and document distribution to all relevant organizations and districts.**
- S. Within Ninety (90) days of the effective date of this Agreement, DCF agrees to furnish OCR a copy of any and all materials/policies/procedures/photos, etc., developed in response to Section III, Articles A - T of the Agreement, unless otherwise specified in Section IV.**
- T. Within Ninety (90) days of the effective date of this Agreement, DCF shall submit to OCR: (1) Separate listings for the years 1999, 2000, 2001, 2002, and 2003, specifying the total number of children in District 1, by race, and age - i.e., 0-2, 3-6, 7-9, 10-12, 13-16, and 17 and older - with a goal of adoption who were in foster care awaiting adoption; and (2) A listing reflecting all adoptions in District 1, by race, and age - i.e., 0-2, 3-6, 7-9, 10-12, 13-16, and 17 and older, which also identifies trans-racial adoptions, specifying the race of the child and of the parents involved, for each year identified above. For every placement indicated on the foregoing listings, DCF shall specify the following: Date child initially entered DCF's system; date available for adoption; and date adopted.**

IV. REPORTING REQUIREMENTS

DCF will submit to the Regional Manager of the Office for Civil Rights, 61 Forsyth Street, S.W., Suite 3B70, Atlanta, Georgia 30303-8909, periodic reports on the specific provisions agreed to in Section III.

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The period of record keeping will begin with the execution of this Agreement and continue for a period not to exceed Two years (2) thereafter. The reports will show documentation of completion, current progress in meeting the due date(s), or an explanation of any action due, but not completed, with a new proposed due date. Any action completed and approved by OCR may be omitted from subsequent reports. The first report identified as Section III, Articles A - D are due thirty (30) days after the effective date of this Agreement and each succeeding report is due as otherwise provided in Section III, Articles E - S, unless otherwise indicated, until all actions are completed.

OCR will notify DCF by letter when specific provisions have been satisfactorily completed or if a new proposed due date is accepted. OCR reserves the right to require interim reports by telephone or by letter and to conduct a compliance review of the agency's compliance with title VI/MEPA/section 1808.

DCF hereby recognizes and acknowledges that timely submission of the documents stipulated herein, in conjunction with OCR's acceptance and approval thereof, is necessary to demonstrate its good faith in achieving compliance with their obligations under title VI/MEPA/section 1808 implementing regulations, as cited above.