

VOLUNTARY RESOLUTION AGREEMENT

Between the

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

And the

PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES

Dated: December 10, 2019

I. Introduction

This Voluntary Resolution Agreement (Agreement) is entered into by the United States Department of Health and Human Services (USDHHS), Office for Civil Rights (OCR), and the Pennsylvania Department of Human Services (PaDHS) located in Harrisburg, Pennsylvania.

This Agreement resolves OCR Transaction Numbers 12-138549, 13-154594 and 17-253644, a compliance review and two complaint investigations, respectively, involving access to programs and services of the Office of Income Maintenance (OIM) by individuals with limited English proficiency (LEP), where the complainants alleged that their efforts to receive benefits in a timely manner were hindered by a lack of appropriate language services. The investigation and compliance review reviewed OIM's efforts to provide meaningful access in the operation of its programs and services to individuals with LEP in violation of Title VI of the Civil Rights Act of 1964 (Title VI).

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

A. Parties to Agreement

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

B. Jurisdiction

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

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

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 submits an application to receive services under any OIM program.
- B. **Contractor** means any entity that performs work to benefit, or provides services directly to, applicants or participants on behalf of OIM under a contractual agreement with reimbursement, which includes monies allocated to PaDHS or OIM as Federal financial assistance from USDHHS.
- C. **Frequently-Encountered Language** means any language spoken by a significant number or percentage of the population eligible for services and likely to be directly affected by OIM programs and services.
- D. **Individual with Limited-English Proficiency (Individual with LEP)** means an individual who does not speak English as his or her primary language and who has a limited ability to read, write, speak or understand English.
- E. **Language Assistance Services** may include, but are not limited to: (1) oral language assistance, including interpretation in non-English languages provided in-person or remotely by a qualified interpreter for an individual with LEP, and the use of qualified bilingual or multilingual staff to communicate directly with individuals with LEP; (2) written translation, performed by a qualified translator, of written content in paper or electronic form into languages other than English; and (3) taglines.
- F. **National Origin** includes, but is not limited to, an individual's, or his or her ancestor's, place of origin (such as country or world region) or an individual's manifestation of the physical, cultural, or linguistic characteristics of a national origin group.
- G. **Participant** means any person who has applied for and is receiving benefits or services under any OIM program.
- H. **Primary Language** means the language which an individual with LEP identifies as the language that he or she uses to communicate effectively, and is the language that the person prefers to use to communicate with OIM.
- I. **Qualified Bilingual/Multilingual Staff** means an OIM staff member who is designated to provide oral language assistance to individuals with LEP seeking to access or receive services or benefits from OIM as part of the individual's current, assigned job responsibilities and has demonstrated that he or she: (1) is proficient in speaking and understanding both spoken English and at least one other spoken language, including any necessary specialized vocabulary, terminology and phraseology; and (2) is able to effectively, accurately, and impartially communicate directly with individuals with LEP in their primary languages.

- J. Qualified Interpreter for an individual with LEP** means an interpreter who, via a remote interpreting service or an on-site appearance: (1) adheres to generally accepted interpreter ethics principles, including client confidentiality; (2) has demonstrated proficiency in speaking and understanding both spoken English and at least one other spoken language; and (3) is able to interpret effectively, accurately, and impartially, both receptively and expressively, to and from such language(s) and English, using any necessary specialized vocabulary, terminology and phraseology.
- K. Qualified Translator** means a translator who: (1) adheres to generally accepted translator ethics principles, including client confidentiality; (2) has demonstrated proficiency in both written English and at least one other language; (3) is able to translate effectively, accurately, and impartially to and from such language(s) and English using any necessary specialized vocabulary, terminology and phraseology.
- L. Safe Harbor Language Group** means an LEP language group that constitutes five percent or 1,000 individuals, whichever is less, of the population eligible to be served or likely to be affected or encountered.
- M. Sight Translation or Oral Translation** means the reading of a text by a qualified interpreter from the source language used by OIM into the primary language of the individual with LEP, in a manner in which the content of the document can be easily understood by the individual with LEP.
- N. Sub-recipients** means an entity that receives Federal financial assistance as a pass-through from PaDHS to carry out a federally-funded program administered or operated by OIM, in which the sub-recipient provides services to and has contact with applicants and participants in the same manner as if OIM were to administer the program directly, but does not include an individual applicant or participant who is a beneficiary of the program.
- O. Vital Documents** shall include, but are not limited to: documents that must be provided by law; application forms; client-notices providing information on changes in benefits and services; consent and release forms; referrals for services; time-sensitive notices, including notices for renewal of benefits; forms or written material related to individual rights; notice of rights, requirements, or responsibilities; and notices regarding the availability of free language assistance services for individuals with LEP.

III. General Provisions

- A. Facilities and Programs Covered by the Agreement.** This Agreement covers programs administered by PaDHS through OIM where its programs and services receive or involve USDHHS Federal financial assistance, including county assistance and district offices in the Commonwealth of Pennsylvania.
- B. Effective Date and Term of the Agreement.** This Agreement shall become effective

as of the date in which both Parties have signed it (the Effective Date) and shall remain in effect for twenty-seven (27) months following the Effective Date (the “Term”). At such time, the Agreement will terminate, provided PaDHS is in substantial compliance with the Agreement as determined by OCR upon PaDHS’ completion of its final deliverable as set forth in Appendix A of this Agreement and any additional requirements during the Monitoring Period set forth in Section V of this Agreement. Notwithstanding the Term of the Agreement, PaDHS 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. PaDHS Continuing Obligation.** Nothing in this Agreement is intended to release PaDHS of its obligation to comply with other applicable non-discrimination statutes and their implementing regulations.
- D. Effect on Other Compliance Matters.** The terms of this Agreement do not apply to any other issue, investigations, reviews, or complaints of discrimination that are unrelated to the subject matter of this Agreement and that may be pending before OCR or any other Federal Agency. Any unrelated compliance matters arising from reviews or investigations will be addressed and resolved separately. OCR will review complaints against PaDHS or OIM 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.** Neither PaDHS nor OIM shall 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 PaDHS Compliance with the Agreement.** OCR may review PaDHS compliance with this Agreement at any time while the Agreement is in effect. As part of such review, OCR may require PaDHS to provide written reports, permit inspection of offices, permit OCR to interview staff members, and allow OCR to examine and copy relevant documents. PaDHS agrees to retain records required by OCR to assess its compliance with this Agreement, as described in Section VI of this Agreement, and to submit reports to OCR as specified in Appendix A.
- G. Failure to Comply with the Terms of the Agreement.** If at any time OCR determines that PaDHS has failed to comply with any provision of this Agreement, OCR shall notify PaDHS in writing. The notice shall include a statement of the basis for OCR’s determination and shall allow PaDHS 30 calendar days to either: (a) describe the remedial actions that have been or shall be taken to achieve compliance with this Agreement; or (b) dispute the accuracy of OCR’s determination and explain in writing the reasons for its actions. On notice to PaDHS, OCR may shorten the 30 calendar day

period if it determines a delay would result in irreparable injury to any person affected by or benefiting from this Agreement.

If PaDHS does not respond to the notice, or if, upon review of PaDHS's response, OCR finds that PaDHS has not complied with the terms of the Agreement, OCR reserves the right to reopen its investigation of PaDHS's compliance with Title VI and reserves the right to expand the investigation to include other areas of noncompliance by OIM and other programs and activities administered or operated by PaDHS that receive Federal financial assistance from USDHHS. 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 PaDHS and OCR in resolution of the matters covered by this Agreement. Any statement, promise, or agreement not contained herein shall not be enforceable through this Agreement.
- J. Modification of the Agreement.** This Agreement may be modified by mutual agreement of the parties in writing.
- K. Effect of PaDHS Program Changes.** PaDHS reserves the right to change or modify its programs, so long as PaDHS ensures compliance with Title VI, other applicable state and federal laws, and the provisions of this Agreement. Significant program changes that may affect PaDHS's compliance with this Agreement or any applicable statutes and regulations within OCR's jurisdiction must be reported to OCR promptly for OCR's review and approval.
- L. Publication or Release of the Agreement.** OCR places no restrictions on the publication of the terms of this Agreement. In addition, OCR may be required to release this Agreement and all related materials to any person upon request consistent with the requirements of the Freedom of Information Act, 5 U.S.C. § 552, and its implementing regulations, 45 C.F.R. Part 5.
- M. Authority of Signer.** The individual who signs this document on behalf of PaDHS represents that he or she is authorized to bind PaDHS to this Agreement.
- N. Third Party Rights.** This Agreement can only be enforced by the Parties specified in this Agreement, their legal representatives and assigns. This Agreement shall be unenforceable by third parties and shall not be construed to create third party beneficiary rights.

- O. Severability.** In the event that a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain valid and enforceable; provided, however, that if the severance of any such provision materially alters the rights or obligations of the Parties, they shall, through reasonable, good faith negotiations, agree upon such other amendments hereto as may be necessary to restore the Parties as closely as possible to the relative rights and obligations initially agreed by them hereunder.
- P. Technical Assistance.** OCR agrees to provide appropriate technical assistance to PaDHS regarding compliance with this Agreement, as requested and as reasonably necessary.

IV. Specific Provisions

- A. Recognition.** PaDHS OIM recognizes that individuals with LEP will continue to be provided language assistance services where necessary to ensure meaningful access to and effective participation in programs operated by OIM. Pursuant to PaDHS OIM policy, OIM is committed to taking reasonable steps to provide appropriate language assistance services at no cost and in a timely manner to individuals with LEP to ensure meaningful access and an equal opportunity to effectively participate in the benefits, services, and programs administered by OIM. USDHHS and PaDHS OIM agree that all specific provisions articulated within Section IV of this agreement shall be developed and implemented to allow OIM to serve the LEP individuals of Pennsylvania in a meaningful capacity and to ensure access to benefits and services administered by OIM.
- B. Complaint Procedures.** Within 30 calendar days of the Effective Date of this Agreement, PaDHS OIM shall review and update or revise, as necessary, standard procedures for receiving and responding to complaints and concerns from individuals with LEP who need language assistance services. PaDHS OIM should maintain such standard procedures in a manner that provides OIM's county assistance and district offices with guidance for consistent application of complaint procedures so that all individuals with LEP who file a complaint are treated equitably. Complaints will be compiled, reviewed, and resolved by the local county assistance office LEP coordinator who will provide a response to the complainant. Should the local complaint be unresolved or not resolved to the satisfaction of the complainant, the complaint will be forwarded to the PaDHS OIM Language Assistance Coordinator for review and response. OIM will provide two reports to OCR, one within 9 months and the other within two years of the Effective Date of this Agreement, regarding the complaints received during the previous period.
- C. Language Access Plan.** Within 180 calendar days from the Effective Date of this Agreement, PaDHS OIM shall review to ensure that its existing written language access plan is fully implemented by OIM county assistance and district offices. OIM may update or revise its existing language access policies and procedures as necessary. Such updates and revisions will be reviewed and approved by OCR. The continued goal of

the OIM language access plan is to ensure meaningful access to benefits and services administered by OIM for the specific language needs of the residents of Pennsylvania. This language access plan shall be developed and implemented in a manner that empowers OIM county assistance and district offices to serve the specific language assistance needs of the particular populations that each office serves.

D. Language Assistance Coordinator. OIM has designated a senior staff member to serve as its Language Assistance Coordinator with respect to OIM facilities and programs. PaDHS OIM has notified OCR of the designee at the time of designation. The PaDHS Language Assistance Coordinator shall have overall responsibility for coordinating compliance with this Agreement. All OIM county assistance and district offices shall continue to designate at least one person at each office as a language facilitator to coordinate the language assistance services provided at the local level.

1. The specific duties of the PaDHS OIM Language Assistance Coordinator shall include, but not be limited to, the following:

- a. Serving as a liaison between OIM and USDHHS.
- b. Providing support, coordination, and guidance to the OIM Language Facilitators with respect to compliance with the nondiscrimination protections for individuals with LEP under Title VI and this Agreement.
- c. Reviewing and responding to questions and complaints elevated from the local level regarding OIM compliance with nondiscrimination protections for individuals with LEP under Title VI and this Agreement.
- d. Serving as liaison between PaDHS OIM and community groups servicing or representing significant numbers of individuals with LEP who may be seeking or receiving services from OIM and soliciting ongoing feedback from them.
- e. Collecting and maintaining reports from OIM Bureau of Program Support (BPS) related to language assessments as outlined in Section IV.F.
- f. Corresponding and reporting to HHS OCR as necessary the status and content of the reports created by BPS.

E. Language Policy and Procedures. Within 180 calendar days of the Effective Date of this Agreement, PaDHS OIM shall review all LEP Operations Memorandums (OPS Memos) for content and accuracy. Once reviewed, a new consolidated OPS Memo will be drafted from existing OPS Memos as well as appropriate sections of this document to encompass all aspects of OIM's LEP policies and procedures. The new OPS Memo will supersede all existing OPS Memos, thereby establishing one consistent and cohesive document outlining how OIM will ensure meaningful and comprehensive access to benefits and services for LEP individuals. The updated OPS Memo will continue to provide clear policy and procedures related to the following topics:

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

OCR shall review the draft Operations Memorandum within 30 calendar days of receipt. The Memorandum shall not be implemented by PaDHS OIM without the approval of OCR. Upon approval from OCR, OIM will have PaDHS senior staff review the updated OPS Memo. This review is in line with all current OIM OPS Memo internal reviews. Any revisions required by PaDHS will be forwarded to HHS OCR for its review and response. Upon OCR's final approval of any PaDHS revisions, OIM will, within 30 calendar days of OCR's approval, disseminate the OPS Memorandum to all OIM staff members, contractors, and sub-recipients that in any way interact with or communicate with participants.

F. Assessment of Language Access Needs.

1. Within 30 days of the effective date of this document, OIM will provide OCR with the current language needs assessment for individuals in Pennsylvania. OIM will continue to evaluate the language needs of individuals in Pennsylvania at an interval not to exceed every two years thereafter. As part of the language needs assessment, OIM will continue to determine the language needs of individuals with LEP who are eligible for OIM services or benefits or are likely to be directly affected by OIM programs.
2. Such assessment shall identify all languages that are not safe harbor language groups as defined by Section II.L.
3. Such assessment shall include a review of various sources of information, but is not limited to:
 - Census data;
 - Public school system data;
 - Data from state and local governments;

- Data from community agencies and organizations;
- Information from refugee/immigrant serving agencies;
- Language data collected by PaDHS on individuals with LEP;
- Utilization data from interpreter services records; and
- Data already compiled by OIM.

G. Identification of the Primary Language of Individuals with LEP and the Need for Language Assistance Services. PaDHS OIM will continue to have OIM staff use one or more of the following tools to ensure that the preferred language of individuals with LEP and the need for language assistance services are accurately identified at the first point of contact and thereafter. In this area, OIM will continue to take the following reasonable steps:

1. **Language Posters.** OIM shall continue to ensure that all local county assistance and district offices display large Language Posters informing applicants and participants of the right to language assistance in the top 19 languages in the state in prominent locations in waiting areas or at the point of service provision. OIM will continue to review the display of the posters in its regular audits of the local county assistance and district offices and report any failures of local county assistance and district offices of this requirement to OCR.
2. **Website.** A prominent posting on the DHS public-facing website, dhs.pa.gov, of the notice in every language identified under Section IV.F of this Agreement by PA DHS OIM. PaDHS OIM shall consult with OCR as to the content of the notice under this Agreement prior to posting the notice on the OIM website.
3. **Written Notice.** OIM will continue to provide a written handout to all LEP individuals presenting for services at the local county assistance and district offices that explains in at least the top 15 languages that language services are being arranged for the individual free of cost.
4. **Telephonic Interpreters at Points of Contact:** OIM will continue to implement its written procedures for making available telephonic interpretation services at points of service provision for local county assistance and district offices when in-person language assistance resources are not available.

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

individual with LEP to accept language assistance services.

I. Language Assistance Standards.

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

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

1. Within 30 calendar days of the Effective Date of this Agreement, OIM will assess the need to purchase additional dual handset telephones to ensure that they are readily available to appropriate staff for telephonic interpretation. OIM shall ensure that, at a minimum, a dual handset telephone is available at each local county assistance and district office.
2. OIM will continue to evaluate the need for bilingual staff at county assistance office locations and to work with Human Resources to recruit specific bilingual staff at locations where it is deemed a bilingual staff member would be beneficial based on the language needs of the local county assistance office. OIM will operate within the guidelines for recruitment of bilingual staff as outlined by Human Resources within the Office of Administration.
3. Within 60 calendar days of the Effective Date of this Agreement, OIM will ensure that each local county assistance and district office review and update, as necessary, a list identifying all language assistance resources specifically available to local office staff to the extent that such local services and resources are available in the local area. To ensure all staff have sufficient resources available to assist LEP individuals, the

list shall be disseminated as outlined to all staff that interact with the public and shall include the name and telephone number of every language assistance resource available to the office staff.

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

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

L. Use of Family or Friends as Interpreters.

1. The parties recognize that individuals with LEP may be comfortable with or prefer to use family members or friends as interpreters. PaDHS, however, shall ensure that OIM does not require an individual with LEP that has requested translation or interpretation services to use family members or friends to provide interpretation or translation services against their will. PaDHS must also make such individuals with LEP aware that they have the option to use an interpreter provided by OIM free of charge or provided through another appropriate option free of charge.
2. If an individual with LEP elects to use a family member or friend to provide interpretation, OIM staff or contractors shall take reasonable steps to determine whether the individual providing the interpretation sufficiently understands English or is otherwise competent to perform interpretations. Further, OIM staff or contractors shall take reasonable steps to determine whether confidentiality or other concerns, such as age, make use of the family member or friend inappropriate. If the family member or friend is not competent or appropriate under the circumstances, OIM staff or contractors shall offer and recommend interpreter services in place of or, if appropriate, in addition to the person selected by the individual with LEP.

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

1. Within 150 calendar days of the Effective Date of this Agreement, OIM shall translate, at a minimum, the updated version of the Pennsylvania Benefit Application form into every language identified by the assessment conducted pursuant to Section

- IV.F. These forms shall be readily available in each local county assistance and district office, posted on PaDHS public and intranet websites, and disseminated to community groups serving large numbers of individuals with LEP.
2. Within 90 calendar days from the Effective Date of this Agreement, OIM shall identify translated materials needing updates and revise them as necessary within 180 calendar days.
 3. Within 90 calendar days from the Effective Date of this Agreement, OIM shall review its existing process for updating translated materials whenever a form, document or information is updated in English is required to be updated under this Agreement, and update and formalize its process as necessary.
 4. Within one year of the Effective Date of this Agreement, OIM shall review its existing vital documents to ensure that they are translated into any language that is not a safe harbor language group, as identified during the language needs assessment conducted pursuant to IV.F and update as necessary within one year after review.
 5. Within one year of the Effective Date of this Agreement, OIM shall review its existing process for identifying and translating later-created documents that may be necessary to provide individuals with LEP effective participation in OIM programs, and update and formalize its process as necessary.

N. Documentation and Tracking of Language Information. To ensure that the LEP client's "language of preference" is correctly coded and documented in their record, PaDHS shall require OIM to take the following steps:

1. Within 6 months of the Effective Date of this Agreement, OIM will update its case review process to ensure that the program evaluation team and CAO supervisors include a review to ensure that an individuals' language of preference in the case management system is correct. Within one year and six months, OIM will provide OCR with a report regarding the results of these reviews as they pertain to the coding of language of preference.
2. Within 6 months of the Effective Date of this Agreement, OIM will update its renewal process to ensure that OIM caseworkers will verify each beneficiaries' language of preference annually upon renewal and ensure that each beneficiaries' language of preference matches the language code in OIM's case management system. OIM will provide OCR with written documentation of the updated process.

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

1. **Training of Staff Members.** Within 6 months of the Effective Date of this Agreement, OIM will conduct its updated mandatory in-person or online training for all OIM staff members and contractors who have regular contact with applicants and participants. New employees and contractors shall continue to receive this training no later than 30 days from the date of employment. The training shall continue to respond to the following questions:
 - What are my civil rights obligations to individuals with LEP?
 - What are my agency's policies and procedures for ensuring effective communication with individuals with LEP?
 - What resources are available to communicate with individuals with LEP, and do I know when and how to use them?
 - How can I correctly identify and document the language of preference of the individual with LEP?
 - How can I effectively communicate with callers with LEP?
 - What is my agency's policy on the use of family members and friends to provide language assistance?
 - Can I use bilingual staff to provide language assistance? If so, who are they and what procedures do I need to follow to request their assistance?
 - What translated materials are available, when do I use them, and where do I find them?
 - What language services should I provide if translation is needed, but is not readily available?
 - How do I document the need for language assistance and the provision of language assistance services?
 - How do I properly code clients' language of preference in OIM's systems?

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

2. **Training of Language Assistance Coordinators.** Within 30 calendar days of the Effective Date of this Agreement, PaDHS shall train all Language Assistance Coordinators on their responsibilities under this Agreement and the requirements of Title VI, including the responsibilities listed in Section IV.D of this Agreement.
 3. **Interpreter Training Opportunities for Certain Bilingual Staff.** Within 60 calendar days of the Effective Date of this Agreement, OIM shall identify all staff that currently provide language assistance services for OIM and provide such staff with best practices for bilingual staff.
- P. OIM Sub-Recipients and Contractors.** Within 9 months of the Effective Date of this Agreement, PaDHS shall have OIM provide a written notice to all applicable sub-recipients and contractors of their responsibility to individuals with LEP under Title VI.

OIM shall provide information to and oversee the applicable sub-recipients and contractors as necessary to monitor compliance with these requirements.

V. Monitoring

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

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

VI. Reporting Requirements to OCR

- A. PaDHS shall submit timely reports and documentation of actions completed as per Appendix A – Deliverables and Reporting Requirements, which is incorporated into and made a part of this Agreement.
- B. PaDHS agrees to retain the records required by OCR to assess its compliance with this Agreement.

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VII. Signatures

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

/s/

12/9/19

Teresa Miller
Secretary, Pennsylvania Department of Human Services

Date

/s/

12/10/19

Barbara J. Holland
Regional Manager, Mid-Atlantic Region
United States Department of Health and Human Services,
Office for Civil Rights

Date