

SETTLEMENT AGREEMENT

Between the

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

and

**DEPARTMENT OF CHILDREN AND FAMILIES
STATE OF FLORIDA**

January 6, 2010

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A. BACKGROUND

1. The parties to this Settlement Agreement (hereinafter referred to as the “Agreement”) are the Florida Department of Children and Families (hereinafter referred to as “DCF”) with headquarters located in Tallahassee, Florida, and the Office for Civil Rights of the U.S. Department of Health and Human Services, Region IV (hereinafter referred to as “OCR”), located in Atlanta, Georgia.
2. DCF acknowledges that as a recipient of Federal financial assistance, including Title XIX (Medicaid) of the Social Security Act of 1965, 42 U.S.C. § 1396 et seq. and block grant funding through the Temporary Assistance to Needy Families program, it is subject to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (hereinafter referred to as “Section 504”) and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Part 84.
3. DCF acknowledges that as a department of the Florida state government, it is a public entity as defined by Title II of the Americans with Disabilities Act of 1990 (hereinafter referred to as “ADA” or “Title II”), 42 U.S.C. § 12131, et seq. As a public entity, DCF acknowledges that it is subject to the ADA and its implementing regulations at 28 C.F.R. Part 35.
4. Since September 1999, OCR investigated three (3) discrimination complaints against DCF alleging that DCF failed to provide necessary auxiliary aids or qualified sign language interpreters to DCF Customers or their Companions who are deaf or hard-of-hearing in violation of Section 504 and the ADA. OCR entered into a Voluntary Resolution Agreement with DCF in 2000 to correct compliance problems identified during OCR’s investigation of the first complaint (Transaction Number “TR#” 00-02441). OCR issued Violation Letters of Finding in September 2002 and August 2007 after receiving additional complaints and conducting investigations in 2002 and 2005 (TR# 02-02518 and TR# 05-36562, respectively). OCR determined that DCF failed to correct the deficiencies that OCR previously found and DCF committed to resolve under the 2000 Voluntary Resolution Agreement. In 2008, OCR received an additional complaint filed by Jacksonville Area Legal Aid, Inc., in 2007 against DCF on behalf of four (4) additional individuals who allegedly were denied sign language interpreters (TR# 10-104893). DCF investigated this complaint and determined DCF to be in violation of Section 504 and the ADA.
5. In order to resolve these matters expeditiously and without further burden or expense of government investigation or litigation, DCF agrees to the terms of this Agreement with OCR. DCF affirms its assurance of its intention to comply with all provisions of Section 504, Title II, and any regulations promulgated under those authorities. The promises, obligations or other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between DCF and OCR.
6. This Agreement requires DCF to take measures designed to ensure that it will provide auxiliary aids and services when necessary to ensure effective

communication with deaf or hard-of-hearing Customers or Companions. As OCR found that DCF failed to remedy previous violation findings, this Agreement contains provisions designed to clarify when auxiliary aids and services must be provided and to ensure compliance by DCF with the agreed-upon measures. This Agreement takes into consideration DCF's organizational structure, diverse service delivery methods, and available resources to ensure statewide change. In sum, this Agreement requires DCF to accomplish the following:

- a. Assess DCF's current ability to provide auxiliary aids and services to deaf and hard-of-hearing Customers or Companions, and identify additional communication resources as necessary;
- b. Identify critical and essential situations where DCF must provide requested auxiliary aids and services;
- c. Contract with an Independent Consultant to plan and conduct two assessments, monitor DCF's efforts to implement the terms of this Agreement, approve certain required documents, and provide technical assistance to DCF Personnel;
- d. Convene an Advisory Committee composed of professionals from the nonprofit and government sectors who work with or on behalf of deaf or hard-of-hearing persons in Florida to provide technical assistance to DCF and its Independent Consultant in the development and implementation of the terms of this Agreement;
- e. Track and record the provision of auxiliary aids and services for deaf and hard-of-hearing Customers or Companions accessing each DCF Direct Service Facility;
- f. Assign ADA/Section 504 coordinator responsibilities to all DCF Civil Rights Officers within specific DCF Administrative and Regional Offices to implement the terms of this Agreement;
- g. Designate a "Single-Point-of-Contact" to coordinate the provision of auxiliary aids and services to deaf and hard-of-hearing Customers or Companions within each DCF Direct Service Facility as required by this Agreement;
- h. Designate a "Single-Point-of-Contact" within each DCF Contract Agency to coordinate services according to their obligations under the ADA and/or Section 504 when serving deaf and hard-of-hearing Customers or Companions;
- i. Evaluate DCF services using Customer Grievance/Feedback Forms;

- j. Ensure that contract sign language interpreters are certified, that DCF Personnel who interpret in any situation are qualified to interpret, and that auxiliary aids and services are provided in a timely manner;
- k. Develop and distribute revised DCF policies and procedures ensuring effective communication with deaf or hard-of-hearing persons statewide to all DCF Personnel and relevant advocacy organizations;
- l. Develop and implement an Action Plan, Self-Assessment Plan, Training Plan, and Monitoring Plan, according to the timeframes set forth in Appendix A;
- m. Incorporate each term of this Agreement into at least one of the aforementioned Plans, identifying the individual(s) responsible for implementation of each term of this Agreement, and establishing timeframes where relevant; and,
- n. Submit all required Plans, policies and procedures, compliance reports, notices and other relevant documents to the Independent Consultant for review, who will then forward these to the DCF Secretary and or his designee for approval and, subsequently, to OCR for monitoring or approval according to the timeframes set forth in Section M.4.

7. **Agency Profile.** DCF is a statewide entity charged with providing health and human services to individuals and families within the State of Florida. DCF employs approximately 14,000 people statewide. DCF is a department of state government, and DCF's Office of the Secretary reports to the Office of the Governor. In addition to the Office of the Secretary and administrators who manage the program and regional offices, DCF utilizes circuit administrators to oversee the day-to-day operations of specific program administrators responsible for providing direct services to DCF Customers through service centers, mental health hospitals and treatment facilities, and contract agencies.

For purposes of this Agreement, three categories are used to describe DCF's various organizational components - DCF (general), DCF Administrative Office, and DCF Direct Service Facility. These components assist the people residing in Florida through the following service areas:

- Adult Services - strives to prevent abuse, neglect, or exploitation of vulnerable adults.
- Child Services - strives to protect the health and safety of children while in state-sponsored care.
- Domestic Violence Program - administers and coordinates statewide activities related to the prevention and intervention of domestic violence.

- ACCESS (Automated Community Connection to Economic Self-Sufficiency) program - provides Temporary Cash Assistance, Food Stamps, and Medicaid through a service delivery system that utilizes both state staff and a community partnership network.
- Family Safety Services - reunifies families who have had children placed in foster homes or institutions and permanently places children who cannot be reunited with their families.¹
- Homelessness Services - provides interagency, council, and other related coordination on issues related to homelessness.
- Refugee Services - provides cash assistance, medical assistance, and other social services to help refugees, Cuban and Haitian entrants, asylees, and victims of human trafficking reach self-sufficiency.
- Strengthening Families Services - assists in the formation and preservation of healthy families to achieve safety, permanency, and well-being for children and families.
- Substance Abuse Prevention and Treatment Services – provides prevention and treatment services directly to Customers in partnership with providers throughout the state.
- Mental Health Services – provides community mental health services in fifteen (15) service delivery areas through contracts with private providers.

B. CERTAIN DEFINITIONS

1. The term “**ADA/Section 504 Coordinators**” shall mean all individuals charged with implementing the terms of this Agreement within DCF Administrative Offices and through DCF’s network of Single-Point-of-Contacts within each DCF Direct Service Facility. As of the Effective Date of this Agreement, nine (9) DCF Civil Rights Officers at the state and regional levels serve as DCF’s ADA/Section 504 Coordinators.
2. The term “**Aid-Essential Communication Situation**” shall mean any circumstance in which the importance, length, and complexity of the information being conveyed is such that the exchange of information between parties should be considered as Aid-Essential, meaning that the requested auxiliary aid or service is always provided.

¹ While DCF operates Child Protective Services (“CPS”) programs throughout the state, the Florida legislature authorizes Sheriff’s Departments in seven (7) counties to address CPS cases rather than DCF. DCF maintains a peer relationship with these law enforcement agencies and does not provide them with financial assistance in the form of contract or grant. Hence, DCF lacks oversight over CPS investigations within seven (7) counties in Florida.

3. The term “**Auxiliary Aids and Services**” includes, but is not limited to, qualified sign language or oral interpreters, note takers, computer-assisted real time transcription services, written materials, telephone handset amplifiers, assistive listening devices and systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, TTY/TDD, videotext displays, video interpreting services, or other effective methods of making aurally delivered materials available to individuals who are deaf or hard-of-hearing. See 45 C.F.R. § 84.52(d)(3) and 28 C.F.R. § 35.104.
4. The term “**Certified Interpreter**” shall mean a qualified interpreter who is certified by the National Registry of Interpreters for the Deaf or other national or state interpreter assessment and certification program.
5. The term “**Companion**” or “**Companions**” shall mean any individual who is deaf or hard-of-hearing and is one of the following: (a) a person whom the Customer indicates should communicate with DCF Personnel about the Customer, such as a person who participates in any treatment decision, a person who plays a role in communicating the Customer’s needs, condition, history, or symptoms to DCF Personnel, or a person who helps the Customer act on the information, advice, or instructions provided by DCF Personnel; (b) a person legally authorized to make healthcare or legal decisions on behalf of the Customer; or (c) such other person with whom the DCF Personnel would ordinarily and regularly communicate about the Customer.
6. The term “**Customer**” or “**Customers**” shall be broadly construed to include any individual who is seeking or receiving services from DCF.
7. The term “**DCF**” shall mean the Florida Department of Children and Families, which is a statewide entity charged with providing health and human services to individuals and families within the State of Florida. In addition to the Office of the Secretary, DCF is comprised of sixteen (16) administrative offices, including six (6) regional offices, which determine policies and procedures for delivering DCF programs and services statewide within its six (6) regions, twenty (20) circuits, and sixty-seven (67) counties.

DCF is a department of state government, and DCF’s Office of the Secretary reports to the Office of the Governor. The Office of the Secretary oversees the work of program administrators who manage DCF’s program offices and six (6) regions. DCF utilizes twenty (20) circuit administrators to oversee the day-to-day operations of specific program administrators responsible for providing direct services to DCF Customers through one-hundred and one (101) service centers, three (3) mental health hospitals and treatment facilities, and approximately eight-hundred (800) contract agencies.

8. The term “**DCF Administrative Office**” shall mean any administrative or operational unit of DCF that is responsible for accomplishing various aspects of the overall mission of the agency, such as developing policies and procedures;

ensuring quality controls; designing, implementing, and evaluating programs and services; establishing performance standards; budgeting; and/or human resource development. DCF Administrative Offices generally do not provide services directly to the public. To meet the obligations of the terms of this Agreement, DCF Administrative Offices shall include without limitation the following entities:

- Office of the Secretary and all organizational units that report thereto, and
 - Assistant Secretaries and organizational units that report directly to the Assistant Secretaries, including the Regional Directors, Program Directors, and Directors of Mental Health and Substance Abuse.
9. The term “**DCF Circuit**” shall mean one of twenty (20) geographical areas aligned with the state’s twenty (20) judicial circuits. DCF Circuits are clustered into six (6) DCF Regions. Likewise, Florida’s sixty-seven (67) counties are clustered into DCF Circuits. DCF Circuit Administrators oversee program administrators who manage the delivery of direct services to DCF Customers at the county level on a daily basis. DCF provides direct services to its Customers through DCF Direct Service Facilities.
 10. The term “**DCF Contract Agency**” shall mean any of the approximate eight-hundred (800) public, private or nonprofit agencies or corporations that employ and/or subcontract with fifteen (15) or more people and have entered into a contractual agreement with DCF to provide health and human services directly to the public.
 11. The term “**DCF Direct Service Facility**” shall mean any service center, facility, or office that employs DCF Personnel to provide program services directly to DCF Customers on a daily basis. A DCF Direct Service Facility operates within DCF’s twenty (20) circuits and sixty-seven (67) counties, and includes without limitation DCF’s one-hundred and one (101) service centers and three (3) mental health hospitals and treatment facilities. DCF Circuits are considered within the definition of DCF Direct Service Facilities.
 12. The term “**DCF Personnel**” shall mean all employees and independent contractors whom DCF has the authority to hire and fire, including without limitation eligibility staff, admitting personnel, counselors, nurses, physicians, social workers, technicians, security staff, therapists, volunteers, and anyone else who has or is likely to have direct contact with Customers or Companions.
 13. The term “**DCF Region**” shall mean one of six (6) administrative or operational units of DCF managed by one of six (6) Regional Directors who report directly to the Assistant Secretary for Operations. The Regional Directors oversee DCF Circuit Administrators who, in turn, oversee program administrators within DCF Direct Service Facilities.

14. The term “**Independent Consultant**” shall mean any professional with whom DCF contracts to assist DCF to accomplish the terms of this Agreement. The preferred Independent Consultant likely will have (1) achieved national expertise in compliance and enforcement issues involving Section 504, the ADA, and deaf or hard-of-hearing persons; (2) developed and conducted self-evaluations, transition plans, barrier removal plans, investigations and litigation; (3) provided consultation, speaking and training services to public and private entities regarding Title II and III of the ADA and other disability rights laws; and, (4) developed a comprehensive approach to compliance through alliances with experts. DCF shall enter into a business associate agreement with the Independent Consultant to protect the privacy and security of protected health information as required by the Privacy and Security Rules, 45 C.F.R. §§ 160, 164, issued under the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. No. 104-191.
15. The term “**Qualified Interpreter**,” “**Sign Language Interpreter**,” “**Oral Interpreter**,” or “**Interpreter**” shall mean a person who is able to interpret competently, accurately, impartially and effectively, both receptively and expressively, using any specialized terminology necessary for effective communication with a deaf or hard-of-hearing Customer or Companion. Not all interpreters are qualified for all situations. For example, an interpreter who is qualified to interpret using American Sign Language is not necessarily qualified to interpret orally. In addition, someone who has rudimentary familiarity with sign language or finger spelling is not a qualified sign language interpreter under this Agreement. Likewise, someone who is fluent in sign language but who does not possess the ability to process spoken communication into proper signs or to observe someone else signing and change their signed or finger-spelled communication into spoken words is not a qualified sign language interpreter. A “Qualified Interpreter” may include a “relay interpreter” who has special skill and training in acting as an intermediary between a Customer or Companion and a sign language interpreter in instances when the interpreter cannot otherwise independently understand the Customer’s or Companion’s primary mode of communication.
16. The term “**Local Auxiliary Aids and Services Plan**” shall mean any policy or procedure developed in addition to or as a supplement of the DCF statewide policies and procedures to ensure effective communication for deaf or hard-of-hearing Customers or Companions that is limited to a specific geographic area within the state.
17. The term “**Parties**” shall mean DCF and OCR.
18. The term “**Substantial Compliance**” shall mean maintenance of compliance in a subject area or with the terms of this Agreement for a sustained period. With regard to an individual DCF Administrative Office, DCF Direct Service Facility, or DCF Contract Agency, Substantial Compliance in a subject area or with the terms of this Agreement is achieved if any violations are minor and are not systemic. On a systemic level, Substantial Compliance is achieved so long as

when evaluating the State's compliance with the terms of this Agreement as a whole, any noted deviations from specific Agreement requirements do not frustrate the essential purposes of the Agreement.

19. The term “**Single-Point-of-Contact**” shall mean any individual charged with implementing the terms of this Agreement within each DCF Direct Service Facility and shall also mean any individual within each DCF Contract Agency charged with coordinating services to deaf and hard-of-hearing Customers and Companions according to their obligations under Section 504 and/or the ADA.
20. The terms “**TTY**” (teletypewriter) or “**TDD**” (telecommunications device for deaf persons) shall mean devices that are used with a telephone to communicate with persons who are deaf or hard-of-hearing or who have speech impairments by typing and reading communications.

C. GENERAL PROVISIONS

1. **Scope.** This Agreement resolves the specific issues addressed in complaints filed against DCF in 1999, 2002, and 2005 and OCR's Violation Findings against DCF issued in 2002 and 2007 regarding DCF's noncompliance with a Voluntary Resolution Agreement entered between OCR and DCF in 2000 (TR# 00-02441; TR# 02-02518; and TR# 05-36562, respectively). In addition, this Agreement resolves the 2007 complaint filed by Jacksonville Area Legal Aid, Inc., against DCF on behalf of four deaf or hard-of-hearing individuals (TR# 10-104893). It is not intended to preclude or prejudice any other compliance review or complaint investigation that may be pending before OCR now or in the future. Any other compliance matters arising from subsequent compliance reviews or complaint investigations shall be dealt with and resolved separately.
2. **Non-Waiver.** 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 provision of this Agreement.
3. **Effective Date and Term of This Agreement.** The Parties agree that this Agreement shall become effective as of the date that both Parties have signed it (the "Effective Date"), and will remain in effect for five (5) years following the Effective Date (the "Term"), at which point if OCR determines that DCF has substantially complied with the terms of this Agreement, then OCR's review and monitoring of this Agreement shall terminate. Notwithstanding the Term of this Agreement, DCF acknowledges that it will comply with Section 504 and the ADA so long as it remains a public entity and continues to receive Federal financial assistance.
4. **DCF's Continuing Obligation.** Nothing in this Agreement is intended to relieve DCF of its continuing obligation to comply with other applicable non-discrimination statutes and their implementing regulations, including Section 504 and the ADA.

5. **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 matter arising from subsequent reviews or investigations will be addressed and resolved separately. This Agreement also does not preclude further OCR compliance reviews or complaint investigations. Nothing in this paragraph shall be construed to limit or restrict OCR's statutory and regulatory authority to conduct compliance reviews or complaint investigations.
6. **No Discrimination or Retaliation.** The Parties agree that there shall be no discrimination or retaliation of any kind against any person because he or she provided any testimony or otherwise assisted OCR during the investigation of this matter or because he or she in the future may participate in any manner in any investigation, proceeding, or hearing regarding the investigation of this matter or regarding compliance with the terms of this Agreement.
7. **Review of Compliance.** OCR and the Independent Consultant may at any time review DCF's compliance with the terms of this Agreement. As part of such review, OCR and the Independent Consultant may require written reports, interview DCF Personnel, examine and copy DCF documents, and/or inspect DCF buildings or facilities. DCF agrees to retain the records required by OCR and the Independent Consultant to assess DCF's compliance with the terms of this Agreement. DCF will retain any such records during the Term of this Agreement and for five (5) years thereafter. OCR and the Independent Consultant shall maintain the confidentiality of all documents, files, and records received from DCF and shall not disclose their contents except where necessary in formal enforcement proceedings or where required by law.
8. **Compliance with the Agreement.** In consideration of DCF's implementation of the terms of this Agreement, OCR agrees not to initiate enforcement proceedings with respect to the violations identified in the 2002 and 2007 violation Letters of Findings (see Sections A.4 and C.1). In the event that DCF fails to maintain substantial compliance with any term of this Agreement, the parties will confer and attempt to reach agreement as to what steps may be necessary to resolve the compliance issues to both parties' satisfaction. If an agreement is not reached, OCR may terminate this Agreement within thirty (30) calendar days notice and take appropriate measures to effectuate DCF's compliance with Section 504 and the ADA. Such measures may include further investigation into the 2007 complaint filed by Jacksonville Area Legal Aid, Inc., on behalf of four individuals, and findings by OCR, or the initiation of enforcement proceedings to suspend federal financial assistance to DCF, or any other measures authorized by law.
9. **Technical Assistance.** OCR agrees to provide appropriate technical assistance to DCF regarding compliance with the terms of this Agreement as requested and as reasonably necessary.

10. **Modifications of Entire Agreement.** This Agreement may only be modified by mutual agreement of the Parties in writing. This Agreement constitutes the entire agreement by the Parties and no other statement, promise or agreement, either written or oral, made by either Party or any agents of a Party that is not contained in this written Agreement, including any attachments, shall be enforceable.
11. **Compliance with Applicable Laws.** Any modification or amendment of this Agreement does not affect DCF's responsibilities under any applicable Federal, state or local laws or regulations.
12. **Publication or Release of Agreement.** OCR places no restrictions on the publication of this Agreement or its terms. 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.

D. GENERAL OBLIGATIONS

1. **Disability Nondiscrimination.** DCF shall provide deaf or hard-of-hearing Customers or Companions with the full and equal enjoyment of the services, privileges, facilities, advantages, and accommodations of DCF as required by Section 504 and the ADA.
2. **Integrated Settings.** DCF shall provide services to deaf or hard-of-hearing Customers or Companions in the most integrated setting appropriate to the needs of the individual, as required by Section 504 and the ADA. DCF shall not permit the availability of auxiliary aids and services, such as interpreters, to factor into placement decisions where the result is a setting more restrictive than is appropriate.
3. **Nondiscrimination by Association.** DCF shall not deny equal services, accommodations, or other opportunities to any individual because of the known relationship of the person with someone who is deaf or hard-of-hearing.

E. ROLE OF THE INDEPENDENT CONSULTANT, ADVISORY COMMITTEE, ADA/SECTION 504 COORDINATORS, AND SINGLE-POINT-OF-CONTACTS

1. **Role of the Independent Consultant and Appointment Process.** DCF shall contract with an Independent Consultant to assist DCF to comply with the terms of this Agreement. The Independent Consultant shall have expertise in compliance issues involving Section 504, the ADA, and deaf or hard-of-hearing persons. The Independent Consultant shall be responsible for coordinating the development, review, and approval of required policies, plans, forms, self-assessments, and reports.

Within the first thirty (30) calendar days of the Effective Date of this Agreement, DCF shall, in consultation with OCR, develop a contract position description for the Independent Consultant and invite the public to make application for the contract position. Prior to DCF's publication of a notice inviting the public to

make application for the Independent Consultant contract position, DCF shall submit the final position description to OCR for its review and comment. At the conclusion of DCF's evaluation of applicants' proposals/bids and its interview process, DCF shall submit the name of its proposed candidate to serve as the Independent Consultant to OCR.

If OCR determines that the candidate for the Independent Consultant position is not acceptable to serve as the Independent Consultant under this Agreement, the parties shall meet or otherwise confer to agree upon whether DCF should consider other potential candidates to serve as Independent Consultant under this Agreement. OCR retains the right to approve or, in the case of a proposed candidate that OCR believes is not qualified to serve as Independent Consultant under this Agreement, disapprove DCF's selection of an Independent Consultant under this Agreement.

Within the first ninety (90) calendar days after advertising the Independent Consultant position, DCF shall contract with the Independent Consultant. If DCF needs additional time to contract with an Independent Consultant, DCF may request, in writing, an extension of the ninety (90) calendar day timeframe from OCR. In the event that the approved candidate is unable or unwilling to serve or continue serving as the Independent Consultant the parties shall follow the same process set forth herein for the initial appointment of the Independent Consultant.

DCF may relate to the Independent Consultant as a contractor rather than an employee. DCF shall not interfere with the judgment of the Independent Consultant as he/she carries out the responsibilities of the terms of this Agreement unless such judgment violates the administrative requirements of the contractual agreement between DCF and the Independent Consultant. DCF may include language within its contract that enforces the contract's administrative requirements and indicates the consequences for the Independent Consultant should he/she not fulfill the requirements of the contract.

The Independent Consultant shall assist DCF in its responsibilities under the terms of this Agreement to accomplish the following:

- a. Participate in Advisory Committee meetings as a non-voting member (Section E.4);
- b. Develop an Action Plan and ensure all deliverables are met within approved timelines (Section F);
- c. Create a Customer Communication Template and Customer Feedback Form (Section G.7 and G.11, respectively);
- d. Create a Self-Assessment Plan, Self-Assessment Tool, and Advocate Survey Tool (Section J.1 and J.3, respectively);

- e. Identify methods to improve the provision of auxiliary aids and services (Section J.4);
- f. Implement and oversee the planning and assessment process, as well as evaluate the results of each assessment (Section J.4);
- g. Create a Training Plan and provide technical assistance about staff training (Section K.1);
- h. Develop DCF's policies and procedures for serving deaf or hard-of-hearing Customers or Companions, including customer grievance/complaint policies and procedures (Section L.1 and L.2, respectively);
- i. Develop a Monitoring Plan (Section M.1); and

The Independent Consultant shall also review and submit to the DCF Secretary or to his designee for approval final versions of the following DCF documents in accordance with Section M.4: Action Plan; Self-Assessment Plan and Tool, Advocate Survey Tool, Monitoring Plan, Training Plan, Policies and Procedures for Ensuring Effective Communication with Deaf or Hard-of-Hearing Customers or Companions (final version), Customer Grievance and Complaint Resolution Policy and Procedure (final version), Customer Communication Template, and Customer Feedback Form. After receiving the DCF Secretary's or his designee's approval, the Independent Consultant shall conduct a final review of these documents to determine if they are consistent with the terms of this Agreement before submitting these documents to OCR for approval or for monitoring purposes prior to their implementation in accordance with Section M.4. If the Independent Consultant and the Secretary or his designee disagree with the content of any document and are unable to resolve their conflict, DCF and the Independent Consultant shall confer with OCR to determine if the disputed content complies with the terms of this Agreement.

DCF shall provide the Independent Consultant with full access to all monitoring and other information requested by the Independent Consultant as necessary to carry out his or her responsibilities to assist DCF to comply with the terms of this Agreement.

2. **Evaluation of Self-Assessments by Independent Consultant.** Within six (6) months of DCF contracting with the Independent Consultant, the Independent Consultant shall complete an evaluation of DCF's initial statewide Self-Assessment and submit a written report of the evaluation detailing findings and recommendations to the DCF Secretary and to OCR for monitoring purposes in accordance with Section M.4. Within twenty (20) months of DCF contracting with the Independent Consultant, the Independent Consultant shall complete an evaluation of DCF's second statewide Self-Assessment and submit a written report detailing findings and recommendations to the DCF Secretary and to OCR for monitoring purposes in accordance with Section M.4. After submitting the

findings of the second Self-Assessment, DCF may seek to modify the Independent Consultant's role and assign select duties of the Independent Consultant to DCF Personnel or the Advisory Committee, with written notice to and approval by OCR.

3. **Independent Consultant Monitoring Duties.** The Independent Consultant shall be responsible for monitoring DCF's efforts to implement the terms of this Agreement. The Independent Consultant shall have autonomy from DCF in conducting monitoring duties. The Independent Consultant shall be available to speak directly with OCR and other non-DCF Personnel about any issue pertaining to DCF's efforts to implement the terms of this Agreement without consulting first with DCF staff. As monitor, the Independent Consultant shall:
 - a. Provide oversight and evaluation of DCF's efforts to implement the terms of this Agreement;
 - b. Provide general oversight of the ADA/Section 504 Coordinators through the supervisory Civil Rights Officer for purposes of monitoring DCF's efforts to implement the terms of this Agreement;
 - c. Ensure that training required by the terms of this Agreement is developed and implemented as described in Section K;
 - d. Prepare, maintain, and retain reports and related documents and provide these to the DCF Secretary, DCF Contracts Manager, and to OCR as required by the DCF contractor agreement, the terms of this Agreement or as requested by OCR; and
 - e. Conduct or oversee a minimum number of on-site visits to DCF Administrative Offices and DCF Direct Service Facilities per year as specified in the Monitoring Plan described in Section M.1. The on-site visits may be unannounced and shall involve the following:
 - 1) Interviews with deaf or hard-of-hearing Customers or Companions and/or advocates of deaf or hard-of-hearing Customers or Companions to determine if they were provided with appropriate auxiliary aids and services;
 - 2) Interviews with DCF Personnel to ensure they understand and implement DCF policy on auxiliary aids and services and any applicable Local Auxiliary Aids and Services Plan;
 - 3) Reviews of the auxiliary aids and services records and the case files of Customers and/or their Companions who request auxiliary aids and services;

- 4) Comparative reviews of Local Auxiliary Aids and Services Plans, if applicable, for consistency with DCF policy and the terms of this Agreement;
- 5) Confirmation that the signs and notices described in Section I.1, I.2, and I.3 (providing clear offers of assistance to provide appropriate auxiliary aids and services at no-cost to deaf or hard-of-hearing Customers or Companions and including directions regarding how to request such aids and services) are posted in conspicuous locations in DCF Administrative Offices, DCF Direct Service Facilities, and DCF Contract Agencies; and
- 6) Compliance reports based on each on-site review detailing all areas where DCF has not implemented the terms of this Agreement and specifying any area where corrective action and technical assistance may be needed.

Upon finding DCF has not implemented any term of this Agreement, the Independent Consultant shall work with DCF Administrative Offices and DCF Direct Service Facilities as appropriate to create a corrective action plan. Within thirty (30) calendar days of finding DCF has not implemented any term of this Agreement, the Independent Consultant shall provide notice of DCF's shortfall to OCR along with the corrective action plan that addresses the same. OCR will utilize this information and DCF's implementation of any corrective action plan to determine whether DCF is in substantial compliance with the terms of this Agreement.

In the event OCR has reason to believe that: (a) the Independent Consultant's monitoring activities fail to conform with the requirements of the terms of this Agreement or (b) the Independent Consultant's reports are incomplete or inaccurate, OCR may, at its sole discretion, conduct its own review to determine whether the Independent Consultant's monitoring activities comply with the requirements of the terms of this Agreement and all reports are accurate.

Prior to initiating a review, OCR shall notify DCF of its intent and shall provide a written explanation of why OCR believes such a review is necessary. To resolve any concerns raised by OCR, DCF may request a meeting with OCR to discuss the results of any submission or finding made by the Independent Consultant, present any additional or relevant information to clarify and/or correct information submitted by the Independent Consultant, and/or to propose alternatives to OCR's review. OCR will attempt in good faith to resolve any monitoring concerns with DCF prior to conducting a review. However, the final determination as to whether or not to proceed with a review shall be made at the sole discretion of OCR.

4. **Advisory Committee Selection and Role.** Within thirty (30) calendar days of the Effective Date of this Agreement, DCF shall enter into an agreement with the Florida Coordinating Council for the Deaf and Hard of Hearing ("FCCDHH") to

convene an Advisory Committee to advise DCF's Independent Consultant, ADA/Section 504 Coordinators, DCF Single-Point-of-Contacts, and policymakers during the implementation of terms of this Agreement. Specifically, the Advisory Committee shall review and comment on draft versions of the following DCF products required by the terms of this Agreement:

- Action Plan
- Revised Policies and Procedures for Serving Deaf or Hard-of-Hearing Persons
- Customer Grievance and Complaint Resolution Policy and Procedure
- Self-Assessment Plan
- Self-Assessment Survey Tool
- Advocate Survey Tool
- Customer Communication Template
- Customer Feedback Form
- Training Plan and Training Materials

The Advisory Committee may fulfill additional responsibilities as deemed necessary by DCF and/or the Independent Consultant.

In addition to the Independent Consultant, this Advisory Committee shall be comprised of at least nine (9) professionals from the nonprofit and government sectors who work with or on behalf of the deaf or hard-of-hearing community, DCF will submit a list of potential Advisory Committee members to OCR for approval within thirty (30) calendar days of the Effective Date of this Agreement in accordance with Section M.4.

Within thirty (30) calendar days after receiving OCR's approval of Advisory Committee members, the Advisory Committee shall commence its responsibilities under this Agreement. While no DCF Personnel shall participate as members of the Advisory Committee, DCF Personnel are encouraged to participate in Advisory Committee meetings as nonmembers.

The Advisory Committee members shall serve on a volunteer basis and, to accommodate their volunteer services, DCF will create a budget and designate financial resources to reimburse Advisory Committee members for expenses such as mileage, travel, and per diem. DCF shall assign DCF Personnel to provide administrative support to the Advisory Committee, such as reserving meeting space, distributing meeting notices and materials, recording meeting minutes and other tasks as necessary. All meeting minutes shall be submitted to OCR with required compliance reports as described in Section M.3.

The Advisory Committee shall appoint a chairperson. The chairperson shall preside over monthly meetings, establish monthly meeting dates, plan monthly agendas, initiate necessary follow-up, and assign specific tasks to interested committee members. DCF shall provide adequate public notice prior to convening these meetings.

Prior to contracting with the Independent Consultant, DCF shall meet with the Advisory Committee as needed to receive technical assistance in the development of documents required by this Agreement. DCF shall convene monthly meetings of the Advisory Committee during the first six (6) months after DCF contracts with the Independent Consultant and quarterly thereafter throughout the Term of the Agreement. Meetings shall take place in person or using telephone and/or video conferencing technology. DCF shall open Advisory Committee meetings to the public once each quarter during the first twelve (12) months of DCF contracting with the Independent Consultant and bi-annually thereafter throughout the Term of the Agreement.

5. **ADA/Section 504 Coordinator.** DCF shall ensure that DCF’s Civil Rights Officers serve as ADA/Section 504 Coordinators to implement the terms of this Agreement within each DCF Administrative Office, DCF Region, and throughout the state by overseeing DCF’s network of Single-Point-of-Contacts for delivering services to deaf or hard-of-hearing Customers or Companions seeking services from each DCF Direct Service Facility. [These Single-Point-of-Contacts typically are DCF’s approximate one-hundred and ten (110) Operations Program Administrators (“OPA”) or their designees.] Within fifteen (15) calendar days of the Effective Date of this Agreement, DCF shall submit to OCR for approval the name and contact information for each ADA/Section 504 Coordinator. These ADA/Section 504 Coordinators shall ensure the provision of auxiliary aids and services for deaf or heard-of-hearing Customers or Companions by accomplishing the following actions without limitation:
 - a. Disseminating specific plans and procedures to fully implement this Agreement;
 - b. Analyzing data collected in the Auxiliary Aid/Service Record and implementing any corrective action plan, if warranted;
 - c. Answering questions and providing appropriate assistance regarding immediate access to and proper use of appropriate auxiliary aids and services required by terms of this Agreement, Section 504 and the ADA;
 - d. Identifying, developing and coordinating the distribution of qualified sign language and/or oral interpreters for the DCF Direct Service Facilities;
 - e. Keeping abreast of new technology and resources for ensuring effective communication with deaf or hard-of-hearing persons;
 - f. Using an independent interpreter training/testing entity to assess the skills of DCF Personnel having sign language or oral interpreting abilities; and
 - g. Cooperating with the Independent Consultant in the implementation of the terms of this Agreement.

Because DCF's existing computer systems may not accommodate the collection of data on the Customer Communication Template and Auxiliary Aid/Service Record electronically, DCF's ADA/Section 504 Coordinators shall submit a report describing DCF's method for capturing all information required in the Customer Communication Template and Auxiliary Aid/Service Record to OCR for monitoring purposes. DCF shall submit this report to OCR within ninety (90) calendar days of the Effective Date of this Agreement in accordance with Section M.4. This report shall include DCF's strategy for making these documents available electronically through DCF's existing or future computer systems within a reasonable timeframe. The ADA/Section 504 Coordinators shall provide a report of their findings to the Independent Consultant within thirty (30) calendar days after DCF contracts with this person.

ADA/Section 504 Coordinators shall communicate with each Single-Point-of-Contact concerning services to deaf or hard-of-hearing Customers or Companions at least once quarterly. These coordinators shall provide a summary of all such communications to the Independent Consultant for inclusion in the regular Compliance Reports (Section M.2).

6. **DCF Direct Service Facility Single-Point-of-Contact.** DCF shall ensure that an Operations Program Administrator (OPA) or other individual is designated to coordinate the provision of auxiliary aids and services to deaf or hard-of-hearing Customers or Companions within each DCF Direct Service Facility. Within sixty (60) calendar days after the Effective Date of this Agreement, DCF shall submit the names and contact information of the Single-Point-of-Contacts to OCR for monitoring purposes in accordance with Section M.4. In general, these individuals shall ensure that all DCF Personnel within a specific DCF Direct Service Facility are equipped with the resources necessary to ensure effective communication with deaf or hard-of-hearing Customers or Companions and shall ensure that all DCF Personnel document services delivered to the same. These Single-Point-of-Contacts shall manage service records and report this data and any resource and/or training needs to their designated ADA/Section 504 Coordinator.
7. **DCF Contract Agency Single-Point-of-Contact.** DCF shall request public, private or nonprofit agencies or corporations that employ or subcontract with fifteen (15) or more people and that contract with DCF to provide health and human services directly to the public also designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing Customers or Companions in accordance with the ADA and/or Section 504. Within ninety (90) calendar days of the Effective Date of this Agreement, DCF shall submit to OCR for monitoring purposes in accordance with Section M.4 the names and contact information of individuals who will serve as Single-Points-of-Contacts within DCF Contract Agencies that respond to DCF's request. DCF shall require designating a Single-Point-of-Contact within each DCF Contract Agency as each contractual agreement is renewed.

Within one-hundred and twenty (120) days of the Effective Date of this Agreement, DCF shall require participating DCF Contract Agency Single-Point-of-Contacts to capture the information required in the Auxiliary Aid/Service Record described in Section G.8 within each Customer's case record. The DCF Contract Agency Single-Point-of-Contacts shall summarize these records into a report and submit these reports to the appropriate DCF ADA/Section 504 Coordinator on a monthly basis thereafter. Each DCF Contract Agency Single-Point-of-Contact shall also ensure that he/she informs any agency to which a deaf or hard-of-hearing Customer or Companion is referred about the disabled person's requested auxiliary aid or service.

8. **Notification of DCF Personnel Regarding ADA/Section 504 Coordinators and Single-Point-of-Contacts.** Within ninety (90) calendar days of the Effective Date of this Agreement, DCF shall ensure that all DCF Personnel and DCF Contractors are provided contact information for and a description of the roles and responsibilities of the ADA/Section 504 Coordinators and Single-Point-of-Contacts who are responsible for their respective DCF Administrative Office, DCF Region, DCF Circuit, DCF Direct Service Facility or DCF Contract Agency. In addition, DCF shall inform all DCF Personnel and DCF Contractors of their responsibility to contact their designated ADA/Section 504 Coordinator or Single-Point-of-Contacts for assistance with ensuring effective communication for deaf and hard-of-hearing Customers or Companions. DCF shall ensure that all new DCF employees receive this same information about their respective ADA/Section 504 Coordinators and Single-Point-of-Contacts within thirty (30) days of their hire dates.

F. DCF ACTION PLAN

DCF shall create an Action Plan detailing DCF's strategy for accomplishing all actions and deliverables required by the terms of this Agreement. DCF shall not implement this Action Plan prior to the Independent Consultant's review for consistency with the terms of this Agreement, which shall occur before obtaining and after receiving the DCF Secretary's or his designee's approval of the plan. Subsequently, the Independent Consultant shall submit the Action Plan to OCR for final approval in accordance with Section M.4. This Action Plan shall identify which person or persons from DCF are responsible for each required action under the terms of this Agreement. In addition to this, the Action Plan shall specify when each requirement will be completed; identify the target population or recipient of a specific action (e.g., who will be monitored or trained); identify any logistics issues associated with serving a particular target population; and, identify any research or resources needed to accomplish a specific action.

The Independent Consultant shall review the Action Plan for consistency with the terms of this Agreement and submit the plan to the DCF Secretary for approval before sending it to OCR for final approval. The Independent Consultant's review and DCF's approval process shall occur within ninety (90) calendar days of DCF contracting with the Independent Consultant in accordance with Section M.4 of this Agreement. The approved plan shall be implemented within thirty (30) calendar days of receiving OCR's approval. The approved Action Plan shall be attached to this Agreement and its terms

shall be incorporated by reference herein with OCR's written approval in accordance with Section C.10.

G. PROVISION OF APPROPRIATE AUXILIARY AIDS AND SERVICES

1. **Standards for Determining Appropriate Auxiliary Aids and Services.** Section 504 and the ADA require that DCF Direct Service Facilities provide auxiliary aids and services when necessary to ensure effective communication with deaf or hard-of-hearing Customers or Companions. As the record demonstrates, DCF has had difficulty in ensuring compliance with the requirements of Section 504 and the ADA for deaf or hard-of-hearing Customers or Companions. Accordingly, this Agreement approaches DCF's obligation by dividing communications into two types. The first type includes communications deemed to be of such importance, length, or complexity as to mandate DCF's provision of the specific auxiliary aid or service requested by the Customer or Companion in all circumstances. These are considered "Aid-Essential Communication Situations" and are described in Section J.2. For communications that are not designated as Aid-Essential, DCF retains the flexibility in its choice of an appropriate auxiliary aid or service to provide when necessary to ensure effective communication.
2. **Communication Assessment Criteria.** DCF Personnel will consult with the individual Customers or Companions wherever possible to determine what type of auxiliary aid or service is needed to ensure effective communication. When engaging with deaf or hard-of-hearing Customers or Companions in Aid-Essential Communication Situations, DCF Personnel shall always provide deaf or hard-of-hearing Customers or Companions with their requested auxiliary aids or services, including interpreters. When engaging with deaf or hard-of-hearing Customers or Companions in any communication not designated as Aid-Essential, the ultimate decision as to what measures to take rests with DCF Personnel, provided that DCF Personnel give primary consideration to the request of the individual and the method chosen results in effective communication.

DCF Personnel shall document in the Customer record any auxiliary aids or services requested by the Customer or Companion and, in situations where the Customer's or Companion's request is not honored, document the reason for not providing the requested auxiliary aid or service in accordance with Section G.6. Documentation in such a circumstance would include the auxiliary aid or service DCF Personnel deem appropriate such as typed or handwritten notes if used to communicate with a deaf or hard-of-hearing person. The initial Communication Assessment made by DCF Personnel for any communication not designated as Aid-Essential shall take into account all relevant facts and circumstances including without limitation the following:

- a. The type of auxiliary aid or service requested by the deaf or hard-of-hearing person;
- b. The nature, length, and importance of the communication at issue;
- c. The individual's communication abilities;

- d. The individual's health status or changes thereto for those seeking health services; and
- e. The number of people involved in the communication.

In the event that communication is not effective or if the nature of the communication changes significantly after the initial Communication Assessment, DCF Personnel shall reassess which appropriate auxiliary aids and services are necessary for effective communication. This shall be accomplished where possible in consultation with the person with a disability.

3. **Time for Communication Assessment.**

- a. **Scheduled Appointments.** At the time an appointment is scheduled for a deaf or hard-of-hearing Customer or Companion, DCF Personnel shall determine which appropriate auxiliary aids and services are necessary to ensure effective communication, as well as the timing, duration, and frequency with which they will be provided, in consultation with the Customer or Companion as detailed in Section G.2. DCF Personnel shall perform a Communication Assessment as part of each initial Communication Assessment. This assessment shall be documented within the deaf or hard-of-hearing Customer's medical chart or case file
- b. **Non-Scheduled Appointments.** Upon the arrival of the deaf or hard-of-hearing Customer or Companion, DCF Personnel, in consultation with the Customer or Companion as detailed in Section G.2, shall determine the appropriate auxiliary aids and services necessary to ensure effective communication, as well as the timing, duration, and frequency with which they will be provided. DCF Personnel shall perform an initial Communication Assessment and document the results in the deaf or hard-of-hearing Customer's medical chart or case file.

4. **Continued Provision of Appropriate Auxiliary Aids and Services.** DCF Personnel shall provide appropriate auxiliary aids and services to deaf or hard-of-hearing Customers or Companions during the entire period of the visit and during subsequent visits without requiring subsequent requests for the appropriate auxiliary aids and services by the Customer or Companion, except as provided below. DCF Personnel shall keep records that reflect the ongoing provision of appropriate auxiliary aids and services to deaf or hard-of-hearing Customers or Companions, such as notations in the Customer's medical charts or case files.

In State mental health hospitals, treatment centers, and any other DCF Direct Service Facility where Customers typically reside for long periods of time and or have numerous communications with DCF Personnel of varying length and complexity, DCF Personnel shall, at the time of the initial assessment, develop a communication plan using the Customer Communication Template to identify all reasonably foreseeable Aid-Essential Situations and the anticipated method for communicating with the deaf or hard-of-hearing Customer or Companion over

time. All DCF Personnel who typically interact with the Customer shall be involved in developing this communication plan or shall be made aware of the results of the extended assessments and how DCF Personnel shall ensure effective communication during interactions DCF Personnel are likely to have with the deaf or hard-of-hearing Customer or Companion.

5. **Medical Concerns.** Nothing in this Agreement shall require the use of an electronic device or equipment constituting an appropriate auxiliary aid or service when or where its use may interfere with medical or monitoring equipment or may otherwise constitute a threat to any Customer's medical condition. If DCF Personnel determines that use of a particular auxiliary aid or service interferes with medical or monitoring equipment or constitutes a threat to a Customer's medical condition, DCF Personnel shall provide alternative means to ensure effective communication with the Customer and document the same in the Customer's medical chart or case file.

6. **Determination Not to Provide Requested Auxiliary Aid or Service for Non-Aid-Essential Communication Situations.** If DCF Personnel determines after conducting the assessment described in Section G.2 that the communication at issue is not Aid-Essential and does not warrant provision of the auxiliary aid or service requested by the Customer or Companion, DCF Personnel shall advise the person making the request of DCF's denial of the requested service and shall document the date and time of the denial, the name and title of the DCF Personnel who made the determination, and the basis for the determination. DCF Personnel shall provide the deaf or hard-of-hearing Customer (and Companion, if applicable) with a copy of this denial. DCF Personnel shall record this denial of the preferred auxiliary aid or service within the Auxiliary Aid/Service Record described in Section G.8 of this Agreement. DCF Personnel shall also record this denial of requested service in the Customer's medical chart or case file. Notwithstanding this provision, DCF Personnel shall nonetheless ensure effective communication with the Customer or Companion.

7. **Creation of Customer Communication Template.** DCF shall create a Customer Communication Template ("Template") that may be tailored as appropriate to assist DCF Personnel to perform the assessment requirements of Sections G.2 and G.3. The Independent Consultant shall review the Template for consistency with the terms of this Agreement before obtaining and after receiving the DCF Secretary's or his designee's approval of the Template. Subsequently, the Independent Consultant shall submit the Template to OCR for monitoring purposes. The Independent Consultant's review and DCF Secretary's or his designee's approval process shall occur within ninety (90) calendar days of DCF contracting with the Independent Consultant in accordance with Section M.4 of this Agreement.

Within thirty (30) calendar days after receiving the DCF Secretary's or his designee's approval, DCF shall make the English version of this Template available for use by DCF Personnel. Within sixty (60) calendar days after receiving the DCF Secretary's or his designee's approval of the English version of

this Template, DCF shall make Haitian-Creole and Spanish versions of the Template available for use by DCF Personnel. Within one-hundred and twenty (120) calendar days of receiving the DCF Secretary's or his designee's approval of the English version of the Template, DCF will ensure the English, Haitian-Creole, and Spanish versions of the Template are available in electronic form in situations where DCF can do so utilizing existing computer systems.

8. **Auxiliary Aid/Service Record.** Within thirty (30) calendar days of the Effective Date of this Agreement, each DCF Direct Service Facility shall begin keeping records of the appropriate auxiliary aids and services it provides (the "Auxiliary Aid/Service Record") as each service is provided (see Section G.2). Documenting service provision can be accomplished through such methods as computer data intake screens, medical records, and/or case logs in paper form. Data from the Auxiliary Aid/Service Records shall be used to create the Compliance Reports as described in Section M.2 of this Agreement. The Auxiliary Aid/Service Record shall include the following information:
- a. The time and date each request is made for an appropriate auxiliary aid or service by a deaf or hard-of-hearing Customer or Companion;
 - b. The time and date of the scheduled appointment, if a scheduled appointment was made;
 - c. The time and date each appropriate auxiliary aid or service is provided;
 - d. Specific actions taken when either the interpreter or Customer arrives late or misses a scheduled appointment;
 - e. A case number or code which identifies the deaf or hard-of-hearing Customer associated with the request;
 - f. The circumstances of any situation where the appropriate auxiliary aid or service is provided (e.g., whether or not the situation is an Aid-Essential Communication Situation); and
 - g. A statement indicating that the requested auxiliary aid or service was not provided, the reason why it was not provided, and the type, if any, of alternative auxiliary aid or service provided.
 - h. When DCF refers a Customer or Companion to another agency for service and informs this referral agency of the requested auxiliary aid or service in accordance with Section H.9, such notice shall be documented in the Auxiliary Aid/Service Record H.9.

Such Auxiliary Aid/Service Record shall be retained by DCF throughout the Term of this Agreement.

9. **Prohibition of Surcharges.** All appropriate auxiliary aids and services required by this Agreement shall be provided free of charge to the deaf or hard-of-hearing Customer and/or Companion.
10. **Notice of Available Appropriate Auxiliary Aids and Services to Individuals Who Do Not Request Such Aids.** If a deaf or hard-of-hearing Customer and/or Companion does not request auxiliary aids and services, but DCF Personnel have reason to believe after conducting the Communication Assessment described in Sections G.2 and G.3 of this Agreement that such person would benefit from appropriate auxiliary aids and services for effective communication, DCF Personnel shall inform the deaf or hard-of-hearing Customer or Companion that appropriate auxiliary aids and services are available free of charge.
11. **Customer Feedback Forms.** DCF Direct Service Facilities and DCF Contract Agencies shall collect data on the effectiveness and appropriateness of the auxiliary aid or service provided and the performance of the interpreter provided. DCF shall prepare a form requesting feedback from Customers or Companions concerning the timeliness and effectiveness of interpreter services and other appropriate auxiliary aids and services. The Independent Consultant shall review the Customer Feedback Form for consistency with the terms of this Agreement before obtaining and after receiving the DCF Secretary's or his designee's approval of the form. Subsequently, the Independent Consultant shall submit this form to OCR for monitoring purposes. The Independent Consultant's review and DCF Secretary's or his designee's approval process shall occur within ninety (90) calendar days of DCF contracting with the Independent Consultant in accordance with Section M.4 of this Agreement.

DCF shall also develop a process to allow Customers or Companions to return the feedback forms. The Customer or Companion may choose whether to avail him or herself of the opportunity to provide feedback. For some Customers or Companions, limited written English proficiency may be a barrier to understanding or completing the feedback form. DCF Personnel shall offer assistance, including additional interpreter services, where necessary for Customers or Companions to complete the feedback form.

Within thirty (30) calendar days after the Independent Consultant's review and DCF Secretary's or his designee's approval, DCF Direct Service Facilities and DCF Contract Agencies shall provide the feedback form to each deaf or hard-of-hearing Customer or Companion who is provided an interpreter or other appropriate auxiliary aid or service. Although DCF cannot guarantee Customers will complete and return all feedback forms, DCF Direct Service Facilities shall use the feedback forms that they receive from Customers or Companions for monitoring and evaluating the performance of each interpreter and the other appropriate auxiliary aids and services they provided to deaf or hard-of-hearing Customers or Companions. DCF shall maintain the completed feedback forms throughout the Term of this Agreement. DCF, DCF Administrative Offices, DCF Direct Service Facilities, and the Independent Consultant shall use the completed

feedback forms as part of any ongoing self-assessment process, including the second self-assessment noted in Section J.4.

H. PROVISION OF SIGN LANGUAGE AND ORAL INTERPRETERS

1. **Circumstances Under Which Interpreters Shall Be Provided.** When requested by a Customer or Companion for an Aid-Essential Communication Situation or as necessary for effective communication, DCF Personnel shall provide certified interpreters on a contractual basis, qualified sign language interpreters, or qualified oral interpreters for deaf or hard-of-hearing Customers or Companions.
2. **Certified Contract Interpreters and Qualified Staff Interpreters.** DCF Direct Service Facilities shall utilize certified interpreters on a contractual basis and DCF Personnel who are qualified to interpret for deaf or hard-of-hearing Customers or Companions when requested by a Customer or Companion for an Aid-Essential Communication Situation or as necessary for effective communication. Although OCR does not consider DCF Personnel who have rudimentary familiarity with sign language or finger spelling qualified sign language interpreters under this Agreement (Section B.15), DCF may use these DCF Personnel to communicate in limited situations involving relatively simple face-to-face conversations with minimal interactive communication, such as when providing written brochures, filling out admission forms, directing Customers or Companions to a particular area of the facility, or other general information.

Within one-hundred and eighty (180) calendar days of the Effective Date of this Agreement, DCF shall contract with an independent agency to evaluate the sign language and oral interpreting skills of relevant DCF Personnel to determine which DCF Personnel are qualified to interpret for DCF in accordance with Section B.15. Within ninety (90) calendar days of DCF contracting with an independent evaluation agency, DCF shall utilize this agency to evaluate the skills of relevant DCF Personnel. For those DCF Personnel having rudimentary skills but who are not qualified in accordance with Section B.15, DCF shall utilize the independent evaluation process to identify limited situations in which these DCF Personnel may interpret in accordance with G.2. In addition, within ninety (90) calendar days of contracting with the evaluation agency, DCF shall verify that all contract sign language interpreters are certified by reviewing the credentials of individual contractors or modifying contract language to ensure that contract agencies provide certified interpreters.

3. **Interpreter Resources.** To the extent such resources result in effective communication, DCF Administrative Offices and DCF Direct Service Facilities may utilize any of the following language resources when a sign language or oral interpreter is necessary for effective communication or when a Customer or Companion requests a sign language or oral interpreter for an Aid-Essential Communication Situation:
 - a. Certified contract sign language and/or oral interpreters;

- b. Qualified DCF Personnel; and
- c. Video interpretation services (“VIS”) that use video conference technology over high-speed Internet lines.

When communicating with deaf or hard-of-hearing Customers or Companions in situations that are not Aid-Essential, such as when scheduling appointments or communicating via telephone, DCF Personnel may utilize the following:

- a. Traditional Relay Service (text only) through a TTY or via the Internet and
- b. Video Relay Service using a videophone or a computer webcam with a sign language interpreter.

4. **VIS Technology.** If DCF Administrative Offices and DCF Direct Service Facilities use VIS technology, DCF shall ensure training of non-technicians to accomplish efficient set-up and operation. DCF shall also ensure that the DCF technology meets the following performance criteria:

- a. High-quality, clear, delay-free, motion-free video and audio over a dedicated high-speed Internet connection;
- b. Clear, sufficiently large, and sharply delineated picture of the interpreter’s and the Customer’s or Companion’s heads, hands, and fingers, regardless of the body position of the Customer or Companion; and
- c. Clear and easily understood transmission of voices.

5. **Provision of Interpreters in a Timely Manner.**

DCF Personnel shall provide interpreters for deaf or hard-of-hearing Customers and Companions in a timely manner in accordance to the following standards:

- a. **Non-Scheduled Interpreter Requests.** For any emergency situation that is not a scheduled appointment, DCF Personnel shall make an interpreter available as soon as possible, but in no case later than two (2) hours from the time the Customer, Companion or DCF Personnel requests an interpreter, whichever is earlier. If the situation is not an emergency, DCF Personnel shall offer to schedule an appointment (and provide an interpreter where necessary for effective communication) as convenient to the Customer or Companion, at least by the next business day.
- b. **Scheduled Interpreter Requests.** For scheduled events, DCF Personnel shall make a qualified interpreter available at the time of the scheduled appointment. If an interpreter fails to appear for the scheduled appointment, DCF Personnel shall take whatever additional actions are necessary to make a qualified interpreter available to the deaf or hard-of-

hearing Customer or Companion as soon as possible, but in no case later than two (2) hours after the scheduled appointment.

DCF shall document the steps taken to ensure effective communication for all deaf or hard-of-hearing Customers or Companions within the Auxiliary Aid Services Record (Section G.8). DCF shall summarize within regular Compliance Reports the information captured by each DCF Direct Service Facility and DCF Contract Agency within the Auxiliary Aid/Service Records or Customer's case record, respectively (Section M.2). Both OCR and DCF may use these Auxiliary Aid/Service Records to determine whether DCF is in Substantial Compliance with the terms of this Agreement (Section B.18).

6. **Notice to Deaf or Hard-of-Hearing Customers or Companions.** As soon as DCF Personnel have determined that a qualified interpreter is necessary for effective communication with a deaf or hard-of-hearing Customer or Companion, DCF Personnel shall inform such person of the status of DCF's efforts to secure a qualified interpreter on his or her behalf and of the estimated wait until the interpreter will arrive. DCF Personnel shall provide additional updates to the Customer or Companion as necessary until an interpreter is secured. Notification of efforts to secure an interpreter does not lessen DCF's obligation to provide qualified interpreters in a timely manner as required by Section H.5 of this Agreement.
7. **Other Means of Communication.** DCF agrees that between the time an interpreter is requested and the time an interpreter arrives, DCF Personnel shall continue to try to communicate with the deaf or hard-of-hearing Customer or Companion insofar as the Customer or Companion seeks to communicate. In such circumstances, DCF Personnel shall use all available methods of communication, including, but not limited to, written communication, note-takers, and sign language pictographs. This provision in no way lessens DCF's obligation to provide qualified interpreters in a timely manner as required by Section H.5 of this Agreement.
8. **Restricted Use of Certain Persons to Facilitate Communication.** Due to privacy and confidentiality concerns, potential emotional involvement, and other factors that may adversely affect the ability to facilitate communication, DCF Personnel shall never require or coerce a family member, advocate or friend of a deaf or hard-of-hearing Customer or Companion to interpret or facilitate communication between DCF Personnel and such Customer or Companion unless the following four (4) factors are present:
 - a. The Customer or Companion desires such person to provide communication assistance and the person agrees to do so;
 - b. Such use is appropriate under the circumstances, giving consideration to any privacy and confidentiality issues that may arise;

- c. The Customer or Companion has been made aware of the full range of auxiliary aids and services options available free of charge using the materials and formats described in Section I.3; and
- d. The Customer or Companion provides written confirmation that he or she was made aware of relevant auxiliary aids and services available free of charge and agrees to the use of such person to interpret or facilitate communication.

In time-sensitive, life-threatening situations, DCF Personnel may rely upon communication through a family member, advocate or friend until a qualified interpreter is obtained. In such situations, DCF shall retain the written documentation required by Section H.8 (d) above in the individual's file.

- 9. **Notification of Referral Agencies.** DCF and DCF Contract Agencies shall notify in advance all agencies to which each refers its deaf or hard-of-hearing Customers or Companions for additional services of the person's requested auxiliary aid or service. DCF and DCF Contract Agencies shall document within the Customer's Auxiliary Aid/Service Record or Customer record, respectively, a statement indicating DCF or DCF Contract Agency notified the referral agency of the Customer's or Companion's requested auxiliary aid or service in accordance with Section G.8.

I. NOTICE TO COMMUNITY

- 1. **Notices.** Within thirty (30) calendar days of the Effective Date of this Agreement, DCF shall require near where people enter or are admitted within DCF Administrative Offices and DCF Direct Service Facilities conspicuous notices that provide information about the availability of appropriate auxiliary aids and services at no-cost to deaf or hard-of-hearing Customers or Companions and how to request them. Within forty-five (45) calendar days of the Effective date of this Agreement, DCF shall require DCF Contract Agencies to display the same. These notices shall be written in simple language and presented in formats that accommodate low literacy levels.
- 2. **Website.** Within sixty (60) calendar days of the Effective Date of this Agreement, DCF shall include on any website it maintains the language contained in the Notices described in Section I.1 of this Agreement.
- 3. **Format of Notices.** Within eight (8) months of DCF contracting with the Independent Consultant, DCF shall make the following written materials it provides to hearing Customers or Companions available in American Sign Language (ASL) using videotape, DVD, a downloadable Internet file, or CD-ROM format:
 - a. Information regarding DCF's policies and procedures governing free sign language interpreter services and other appropriate auxiliary aids and services, including a summary of the rights provided by Section 504 and the ADA;

- b. DCF’s Customer Grievance and Complaint Resolution Policies and Procedures;
- c. Notice of Privacy Practices; and
- d. Any other documents determined by DCF to be of sufficient importance to all Customers or Companions.

Within ninety (90) calendar days of the Independent Consultant’s review and the DCF Secretary’s or his designee’s approval described in Section G.11 of this Agreement, DCF shall make the content of the Customer Feedback Form available to deaf or hard-of-hearing Customers or Companions in ASL using videotape, DVD, a downloadable Internet file or CD-Rom format.

J. DCF STATEWIDE SELF-ASSESSMENT PLAN, SELF-ASSESSMENT TOOL, AND ADVOCATE SURVEY TOOL

1. **Create Self-Assessment Plan and Tool.** DCF shall create a statewide Self-Assessment Plan to evaluate its current preparedness to provide auxiliary aids and services to deaf or hard-of-hearing Customers or Companions and identify steps DCF will take to improve its preparedness. This Self-Assessment Plan shall include, but is not limited to the following:
 - a. A clear statement of the purpose, goals and objectives for conducting a statewide Self-Assessment;
 - b. The names and contact information for individuals responsible for developing and evaluating the Self-Assessment Plan and Tool;
 - c. The names and contact information for individuals within DCF Administrative Offices, DCF Direct Service Facilities, and DCF Contract Agencies responsible for completing the Self-Assessment;
 - d. An approximate timeframe for conducting the initial and second Self-Assessments;
 - e. Method for evaluating the data compiled through the Self-Assessment process; and
 - f. The names and contact information for individuals responsible for implementing any change in policies and procedures that may occur as a result of the Self-Assessment process.

DCF shall also develop a Self-Assessment Tool with which to capture responses from all ADA/Section 504 Coordinators and Single-Point-of-Contacts, as well as a sampling of administrators within each DCF Administrative Office, each Direct Service Facility, and each DCF Contract Agency concerning matters such as those listed in Appendix B - “Elements of an Effective Self-Assessment Tool.”

The Independent Consultant shall review the Self-Assessment Plan and Tool for consistency with the terms of this Agreement before obtaining and after receiving the DCF Secretary's or his designee's approval of the documents. Subsequently, the Independent Consultant shall submit the approved plan and tools to OCR for monitoring purposes. The Independent Consultant's review and DCF Secretary's or his designee's approval process shall occur within one-hundred and twenty (120) calendar days of DCF contracting with the Independent Consultant in accordance with section M.4 of this Agreement. After receiving the DCF Secretary's or his designee's approval, DCF shall implement the Self-Assessment process pursuant to the terms of this Agreement (Section J.4). The approved Self-Assessment Plan shall be attached to this Agreement and the terms incorporated by reference herein with OCR's written approval in accordance with Section C.10.

2. **Identify Aid-Essential Communication Situations.** DCF's Self-Assessment Tool shall contain a section for identifying Aid-Essential Communication Situations, which are distinctly different from circumstances where DCF has the flexibility of determining the appropriate auxiliary aid after consultation with the deaf or hard-of-hearing Customer or Companion (Section G.2). By completing this section, individuals participating in the self-assessment process shall identify typical circumstances in which the importance, length, and complexity of information being conveyed is such that the exchange of information between parties should be considered as Aid-Essential, meaning that the requested auxiliary aid or service is always provided. Using the results of the Self-Assessment process, DCF shall include a section describing typical Aid-Essential Communication Situations within the policies and procedures described in Section L.1, as well as in any Local Auxiliary Aids and Services Plans. The following are examples of Aid-Essential Communication Situations:
 - a. Determination of a Customer's medical, psychiatric, psychosocial, nutritional, and functional history or description of condition, ailment or injury;
 - b. Discussion of treatment plans;
 - c. Provision of a Customer's rights, informed consent, or permission for treatment;
 - d. Determination and explanation of a Customer's diagnosis or prognosis, and current condition;
 - e. Explanation of procedures, tests, treatment options, or surgery;
 - f. Explanation of medications prescribed, such as dosage, instructions for how and when the medication is to be taken, possible side effects or food or drug interactions;

- g. Explanation regarding follow-up treatments, therapies, test results, or recovery;
- h. Communication of relevant information prior to or as soon as possible after putting a person into restraints, including but not limited to the purpose for using restraints and the conditions under which restraints will be removed;
- i. Provision of discharge planning and discharge instructions;
- j. Provision of mental health evaluations, group and individual therapy, counseling, and other therapeutic activities, including but not limited to grief counseling and crisis intervention;
- k. Presentation of educational classes concerning DCF programs and/or other information related to treatment and case management plans;
- l. Determination of eligibility for public benefits during the intake and review processes, except during completion of the initial Food Stamp Application; and
- m. Investigation by child or adult protective services involving interviews.

The foregoing list of circumstances is not exhaustive and does not imply there are not other communications that may be Aid-Essential.

3. **Advocate Survey Tool.** As part of the statewide self-assessment, DCF shall create a separate survey to capture the perspectives and experiences of advocates who assist deaf or hard-of-hearing Customers or Companions in accessing DCF programs and services (“Advocate Survey Tool”). This Advocate Survey Tool shall require responses from administrators of advocacy organizations and a sampling of individuals within these organizations concerning matters such as those listed in Appendix C - “Elements of an Effective Advocate Survey Tool.” Surveying advocate organizations shall be included within DCF’s Self-Assessment Plan.

The Independent Consultant shall review the Advocate Survey Tool for consistency with the terms of this Agreement before obtaining and after receiving the DCF Secretary’s or his designee’s approval of the tool. Subsequently, the Independent Consultant shall submit the tool to OCR for monitoring purposes. The Independent Consultant’s review and DCF Secretary’s or his designee’s approval process shall occur within one-hundred and twenty (120) calendar days of DCF contracting with the Independent Consultant in accordance with Section M.4 of this Agreement.

4. **Conduct Self-Assessment.** Within thirty (30) calendar days after the Independent Consultant reviews and the DCF Secretary approves the self-assessment materials, DCF shall use the Self-Assessment Tool and Advocacy

Survey Tool to evaluate DCF's operational performance in providing appropriate auxiliary aids and services to deaf or hard-of-hearing persons and to identify methods to improve the provision of such auxiliary aids and services. DCF shall distribute the Self-Assessment Tool for completion to all ADA/Section 504 Coordinators; all Single-Point-of-Contacts; and, select managers and DCF Personnel within each DCF Administrative Office and DCF Direct Service Facilities. DCF shall document the results of each survey in a written report, which will be included in the Independent Consultant's evaluation of DCF's initial self-assessment as described in Section E.2. Within one (1) year after the initial self-assessment, DCF shall conduct an additional self-assessment and may revise its methodology based on the previous assessment if the Independent Consultant approves the revised methodology.

K. TRAINING

1. **Training Plan.** DCF shall create a Training Plan detailing DCF's strategy for accomplishing the actions and deliverables required by this Agreement. Implementation of this Training Plan is subject to the DCF Secretary's or his designee's approval in accordance with Section M.4 of this Agreement. DCF shall include within the Training Plan a timeline for all training actions required by this Agreement. DCF shall consult with the Advisory Committee described in Section E.4 on the content of the training curriculum. The Training Plan shall detail whom DCF will train, state when the training will occur, and identify who will conduct the training. The Training Plan shall also include a summary of the proposed training, a description of the training curriculum, and a list of the advocacy organizations that will assist DCF with trainings. The Training Plan shall include an evaluation component that measures and reports the outcome of training. The Training Plan shall identify DCF Personnel responsible for implementing each provision of each term of this Agreement relevant to training.

The Independent Consultant shall review the Training Plan for consistency with the terms of this Agreement before obtaining and after receiving the DCF Secretary's or his designee's approval of the plan. Subsequently, the Independent Consultant shall submit this plan to OCR for monitoring purposes. The Independent Consultant's review and DCF Secretary's or his designee's approval process shall occur within one-hundred and twenty (120) calendar days of DCF contracting with the Independent Consultant in accordance with Section M.4 of this Agreement.

DCF shall implement this Training Plan in accordance with the timeframes established in the plan within thirty (30) calendar days after receiving the DCF Secretary's or his designee's approval. All initial training of DCF Personnel and DCF Contract Agencies shall be completed within nine (9) months after receiving the DCF Secretary's or his designee's approval of the Training Plan. The approved Training Plan shall be attached to this Agreement and the terms incorporated by reference herein with OCR's written approval in accordance with Section C.10.

2. **Training of ADA/Section 504 Coordinators and Other DCF Personnel.** Within ninety (90) calendar days after receiving the DCF Secretary's or his designee's approval of DCF's Training Plan, DCF shall initiate mandatory training for the ADA/Section 504 Coordinators and Single-Point-of-Contacts within each DCF Direct Service Facility. The training curriculum shall cover all topics listed below and shall be tailored for relevance to the specific roles and responsibilities of such personnel. The training shall be sufficient in duration and content to train such DCF Personnel in the following:
- a. Requirements of Title II and Section 504 to ensure effective communication with deaf or hard-of-hearing Customers or Companions;
 - b. Terms of this Agreement;
 - c. Roles and responsibilities of the ADA/Section 504 Coordinators within DCF Administrative Offices and Single-Points-of-Contact within DCF Direct Service Facilities and DCF Contract Agencies;
 - d. DCF's state and local policies, procedures, and plans implemented to comply with the terms of this Agreement and other relevant procedures;
 - e. DCF's Customer Grievance and Complaint Resolution Policy and Procedure;
 - f. DCF's policy and best practices for identifying and assessing the communication needs of deaf or hard-of-hearing Customers or Companions, including Aid-Essential Communication Situations;
 - g. Required policies and procedures governing requests for appropriate auxiliary aids and services;
 - h. Types of communication methods used by deaf or hard-of-hearing persons, as well as types of appropriate auxiliary aids and services available within DCF Administrative Offices and DCF Direct Service Facilities, including procedures for obtaining them;
 - i. The difference between a qualified and a certified interpreter and the importance, role, and proper use of qualified and certified interpreters when communicating with deaf and hard-or-hearing persons;
 - j. The use of TTY/TDD devices and relay services;
 - k. The appropriate use of written communication to effectively communicate with deaf or hard-of-hearing persons;
 - l. Important background information regarding deafness and hearing loss, including information about the various degrees of hearing loss, language needs, and cultural diversity in deaf or hard-of-hearing communities; unique needs and problems encountered by late-deafened individuals; as

well as the psychological implications of deafness and its relationship to interaction with hearing persons; and

- m. Timely and periodic training on required revisions to DCF's statewide or local policies and procedures for ensuring effective communication for deaf or hard-of-hearing Customers or Companions as these policies are developed.

DCF shall train other DCF Personnel who typically interact with Customers and who fall into the following categories: eligibility staff, social workers, patient relations staff, care coordinators, nurse managers, charge nurses, therapists, customer service representatives, telephone operators, and patient registration staff within six (6) months of receiving the DCF Secretary's or his designee's approval of the Training Plan. Annually thereafter, DCF shall provide refresher training on DCF policies and procedures, the requirements of Section 504 and the ADA, and the requirements of this Agreement, thus providing DCF an opportunity to address any issues or problems that may be arising within DCF Direct Service Facilities. DCF shall provide the training specified above to new DCF Personnel within sixty (60) calendar days of the commencement of their services for DCF.

At the request of DCF, OCR shall meet with DCF ADA/Section 504 Coordinators within ninety (90) calendar days of the Effective Date of this Agreement to discuss and clarify all subject areas and provisions of the Agreement. In addition, OCR shall enhance any ADA/Section 504 training convened by DCF that specifically relates to deaf or hard-of-hearing Customers through the provision of relevant educational materials and case summaries. OCR will provide technical assistance to DCF, the Independent Consultant, and the Advisory Committee as requested in the development of training curriculum and materials throughout the Term of this Agreement.

- 3. **Training of DCF Contract Agencies.** Within nine (9) months of the DCF Secretary's approval of DCF's Training Plan, DCF shall provide training to all individuals designated as Single-Point-of-Contacts within each DCF Contract Agency. In lieu of onsite training, DCF may provide training to contractors via web broadcasts and or online training mediums.
- 4. **Documentation of Training and Attendance.** DCF shall maintain documentation of all training conducted pursuant to Section M of this Agreement. Training Attendance Sheets shall include the names and respective job titles of the participants, as well as the date and location of the training session.

L. DEVELOPMENT OF POLICIES, PROCEDURES, AND NOTICE TO DCF PERSONNEL

1. Development of Policies and Procedures for Ensuring Effective Communication with Deaf or Hard-of-Hearing Customers or Companions.

Within ninety (90) calendar days of the Effective Date of this Agreement, DCF shall develop and submit for OCR's approval "interim" policies and procedures for ensuring effective communication with deaf or hard-of-hearing Customers or Companions that include the requirements of this Agreement. DCF shall implement the interim policies and procedures within thirty (30) calendar days of receiving OCR's approval. For example, within the revised policies, DCF is required to distinguish between Aid-Essential Communication Situations in which the importance, length, and complexity of the communication is such that the requested auxiliary aid or service is always provided and non-Aid-Essential situations where DCF is provided flexibility in its choice of an appropriate auxiliary aid or service for deaf or hard-of-hearing Customers or Companions in accordance with Section G.1, G.2 and J.2.

In all cases, the revised policies and procedures shall require DCF Personnel to advise any Customer or Companion whom they believe to be deaf or hard-of-hearing of the availability of appropriate, no-cost auxiliary aids and services to ensure effective communication when accessing DCF programs and services. DCF Personnel subsequently shall determine the appropriate auxiliary aids or services with input from the deaf or hard-of-hearing Customer or Companion in accordance with Section G.1 and G.2. DCF shall also highlight within its revised policies and procedures the following terms of this Agreement:

- Roles and responsibilities of ADA/Section 504 Coordinators and Single-Point-of-Contacts, including an explanation of how these DCF Personnel will work together to ensure effective communication for deaf or hard-of-hearing Customers or Companions in accordance with Section E;
- Provision of appropriate aids and services, including standards for determining appropriate auxiliary aids and services, assessing communication needs, recording the provision of auxiliary aids and services, notifying deaf or hard-of-hearing Customers and Companions of the availability of no-cost services, and requesting feedback from Customers or Companions in accordance with Section G and Section I.
- Provision of sign language and oral interpreters, including the circumstances under which a qualified or certified sign language interpreter shall be provided, the use of VIS technology (if relevant), timely provision of services, and restricted use of family, advocates, and friends as interpreters in accordance with Section H;
- Provision of training to new and in-service DCF Personnel about the obligation to ensure effective communication for deaf or hard-of-hearing Customers and Companions in accordance with Section K;

- Development of Local Auxiliary Aids and Services Plans, including a method for ensuring consistency between these Plans with DCF's revised policies and procedures in accordance with Section L; and
- Development of a method for monitoring the implementation of the revised policies and procedures.

DCF shall develop and submit to the Independent Consultant for review a final version of its policies and procedures within sixty (60) calendar days of receiving the Independent Consultant's submission of DCF's first Self-Assessment results to OCR for monitoring purposes in accordance with Section M.4 of this Agreement. This final version shall incorporate and or reflect information gleaned from DCF's Self-Assessment process. The Independent Consultant shall review the final version of the policies and procedures for consistency with the terms of this Agreement before obtaining and after receiving the DCF Secretary's or his or her designee's approval. Subsequently, the Independent Consultant shall submit these policies and procedures to OCR for approval within thirty (30) calendar days of seeking the DCF Secretary's or his designee's approval. In sum, the Independent Consultant's review and DCF Secretary's or his designee's approval shall occur within one-hundred and eighty (180) calendar days of the Independent Consultant's submission of DCF's first Self-Assessment evaluation results.

The interim and final policies and procedures shall not be implemented absent OCR's approval. Within forty-five (45) calendar days of receiving OCR's approval of its revised policies and procedures, DCF will ensure that no Local Auxiliary Aids and Services Plans conflict with the terms of this Agreement and all DCF Direct Service Facilities have implemented these revised policies and procedures.

2. **Customer Grievance and Complaint Resolution Policy and Procedure.** DCF shall revise its current grievance and complaint resolution policy and procedure in accordance with the terms of this Agreement and submit the revised version to OCR for approval within ninety (90) calendar days of the Effective Date of this Agreement. This revised document shall be considered DCF's "interim" Grievance and Complaint Resolution Policy and Procedure until the Independent Consultant submits the final version to OCR for approval. This policy shall include the name and contact information for the person at the state level who oversees investigations and responds to grievances and complaints that are not resolved while the person is still in the facility. The policy shall identify to whom grievances shall be given and advise deaf or hard-of-hearing Customers and Companions of their right to receive a written response to their grievance or complaint.

The policy shall also require each DCF Administrative Office and each DCF Direct Service Facility to designate appropriate personnel to respond to and address, with the assistance of ADA/Section 504 Coordinators and DCF Single-

Point-of-Contacts, any concerns, grievances or complaints raised by deaf or hard-of-hearing Customers or Companions regarding effective communication as soon as reasonably possible, with a goal of resolving all matters raised while the Customer and/or Companion is in a DCF Direct Service Facility. For any complaint not resolved to the grievant's or complainant's satisfaction while the person is still in the DCF Direct Service Facility, DCF Personnel shall promptly provide deaf or hard-of-hearing Customers and/or Companions a written response to the complaint no later than thirty (30) calendar days after resolution of the grievance or complaint.

The policy shall ensure that DCF Personnel maintain records of all grievances or complaints regarding effective communication with deaf or hard-of-hearing Customers or Companions, whether oral or written. Records shall include copies of all complaints or notes reflecting oral complaints made to DCF and actions taken in response thereto throughout the Term of this Agreement. A copy of all records and written responses related to grievances or complaints shall be forwarded to the Independent Consultant, who shall review the determinations for compliance with the terms of this Agreement and summarize the number and nature of grievances or complaints in the Compliance Report discussed in Section M.2.

DCF shall develop and submit to the Independent Consultant for review a final version of the Customer Grievance and Complaint Policy within sixty (60) calendar days of the Independent Consultant submitting the Self-Assessment evaluation to OCR for monitoring purposes in accordance with Section M.4 of this Agreement. This final version shall incorporate and or reflect information gleaned from DCF's Self-Assessment process. The Independent Consultant shall review the Customer Grievance and Complaint Policy and Procedure for consistency with the terms of this Agreement before obtaining and after receiving the DCF Secretary's or his designee's approval of the document. Subsequently, the Independent Consultant shall submit the approved document to OCR for approval within one-hundred and eighty (180) calendar days of the Independent Consultant submitting the Self-Assessment evaluation to OCR for approval in accordance with M.4. DCF shall implement this revised policy within thirty (30) calendar days of receiving OCR's approval.

3. **Distribution of Policies and Procedures.** Within thirty (30) calendar days of receiving OCR's approval and annually thereafter, DCF shall distribute the policies and procedures referenced in Section L of this Agreement to all DCF Personnel and Advisory Committee members of the FCCDHH. Within ninety (90) calendar days of receiving OCR's approval, DCF shall distribute the same to DCF Contract Agencies and organizations that advocate on behalf of deaf or hard-of-hearing persons in Florida.

M. MONITORING AND REPORTING

1. **Monitoring Plan.** DCF and the Independent Consultant shall develop a Monitoring Plan with a timeline for all monitoring actions required by this

Agreement. The Monitoring Plan shall detail how the Monitor will review the effectiveness of service provision by each DCF Administrative Office and each DCF Direct Service Facility, including the following:

- a. What will be monitored, when monitoring will occur, and how monitoring will be accomplished;
- b. A minimum number of site visits by the Independent Consultant as required by Section E.3;
- c. How DCF shall ensure that Local Auxiliary Aids and Services Plans are consistent with the requirements of DCF policy and the terms of this Agreement in accordance with Section L.1; and
- d. How DCF shall ensure that DCF Administrative Offices and DCF Service Facilities that serve deaf or hard-of-hearing persons have access to qualified sign language or oral interpreters on a twenty-four (24) hour basis.

The Independent Consultant shall review the Monitoring Plan for consistency with the terms of this Agreement before seeking and after receiving the DCF Secretary's or his designee's approval. Subsequently, the Independent Consultant shall forward the approved plan to OCR for approval. This review and approval process shall occur within one-hundred and eighty (180) calendar days of DCF contracting with the Independent Consultant in accordance with Section M.4 of this Agreement. DCF shall commence monitoring activities within thirty (30) calendar days of receiving OCR's approval. The approved Monitoring Plan shall be attached to this Agreement and the requirements of the Plan shall be incorporated by reference herein with OCR's written approval in accordance with Section C.10.

2. **Compliance Reports.** On the dates detailed in Section M.3 of this Agreement, the Independent Consultant shall provide a written report ("Compliance Report") to both the DCF Secretary and OCR regarding the status of DCF's efforts to implement the terms of this Agreement. The Compliance Report shall include summarized data for each DCF Direct Service Facility and a summary of all the DCF Direct Service Facility compliance reports. The Compliance Report shall include data relevant to this Agreement, including but not limited to the following:

- a. The number of requests for qualified interpreters or other auxiliary aids and services received by DCF Personnel from deaf or hard-of-hearing Customers and Companions;
- b. The number of times a qualified interpreter or other appropriate auxiliary aid or service was provided by DCF Personnel;

- c. The number of times DCF Personnel denied a request for a qualified interpreter or other service for a non-Aid-Essential communication and the reason for the denial. (DCF shall not deny the requested aid or service in Aid-Essential Communication Situations);
 - d. The number of times DCF Personnel requested a qualified interpreter or other appropriate auxiliary aid or service and the interpreter or other auxiliary aid or service failed to appear or appeared beyond the two-hour window and the reasons for the failed or delayed appearance;
 - e. The number of times DCF secured a qualified interpreter or other appropriate auxiliary aid or service for a deaf or hard-of-hearing Customer or Companion, and the Customer failed to appear or arrived late to a scheduled appointment, including the reasons for and impact of the failed or delayed appearance at the DCF Direct Service Facility, as it relates to provision of auxiliary aids and services (e.g., additional interpreter service fees).
 - f. Updates on the Action Plan, Self-Assessment Plan, Training Plan, and Monitoring Plan that show all actions accomplished until all requirements are met; and
 - g. A brief description of each complaint filed with DCF by deaf or hard-of-hearing Customers or Companions regarding provision of appropriate auxiliary aids and services and/or effective communication and an explanation as to how DCF resolved each matter, if DCF considers the matter resolved. If unresolved, include an estimate of when the matter will be resolved.
3. **Submission of Compliance Reports.** The Independent Consultant shall submit the aforementioned Compliance Reports to the DCF Secretary or his designee and to OCR for monitoring purposes within thirty (30) calendar days of each of the following periods: (a) within one hundred and eighty (180) calendar days of DCF contracting with the Independent Consultant; (b) within one (1) year of DCF contracting with the Independent Consultant (covering the preceding six (6) month period); and, annually thereafter while the Independent Consultant is under contract with DCF. DCF shall assume responsibility for submitting these Compliance Reports annually thereafter for the remainder of the Term of this Agreement. DCF shall submit a final Compliance Report thirty (30) days prior to the expiration of the Term of this Agreement (covering the previous months not included in the fifth annual Compliance Report).
4. **OCR's Approval and/or Monitoring.** DCF or the Independent Consultant shall submit items to OCR for approval and/or for monitoring purposes in accordance with the terms of this Agreement. For items requiring the Independent Consultant's review, the Independent Consultant shall not submit items to OCR for approval unless the Independent Consultant's review of the final version determines that the item meets the terms of this Agreement. If the DCF Secretary

or his designee and the Independent Consultant cannot mutually agree on whether a specific document meets the terms of this Agreement, DCF shall submit all documents to OCR to determine compliance with the terms of this Agreement.

None of the items described within and requiring approval shall be implemented by DCF without the prior written approval of OCR or the DCF Secretary as designated below. OCR will endeavor to provide DCF with written approval of designated documents within thirty (30) days of receipt. In situations where OCR is not able to approve a document within this timeframe, OCR will notify DCF of the projected completion time.

- a. Within fifteen (15) calendar days of the Effective Date of this Agreement, DCF shall submit to OCR for approval the names and contact information for the following:
 - ADA/Section 504 Coordinators within DCF Administrative Offices in accordance with Section E.5.
- b. Within thirty (30) calendar days of the Effective Date of this Agreement, DCF shall submit to OCR for approval:
 - Position description for the Independent Consultant in accordance with Section E.1.
 - Potential Advisory Committee members in accordance with Section E.4.
- c. Within sixty (60) calendar days of the Effective Date of this Agreement, DCF shall submit to OCR for monitoring purposes:
 - Names and contact information for all Single-Point-of-Contacts in DCF Service Facilities in accordance with Section E.6.
- d. Within ninety (90) calendar days of the Effective Date of this Agreement, DCF shall submit to OCR for approval or monitoring purposes:
 - DCF's report of current data collection methods and strategy for collecting Customer Communication Template and Auxiliary Aid/Service Record information electronically in accordance with Section E.5.
 - DCF's "interim" policies and procedures for ensuring effective communication for deaf or hard-of-hearing Customers and Companions in accordance with Section L.1.
 - DCF's "interim" Customer Grievance and Complaint Resolution Policy and Procedure in accordance with Section L.2.

- Names and contact information for all Single-Point-of-Contacts in DCF Contact Agencies in accordance with Section E.7.
- e. Within ninety (90) calendar days of contracting with the Independent Consultant, the Independent Consultant shall submit to OCR for approval or monitoring purposes:
- Names and contact information for all Single-Point-of-Contacts within DCF Contract Agencies employing fifteen (15) or more people referenced in Section E.7;
 - Customer Communication Template referenced in Section G.7;
 - Customer Feedback Form referenced in Section G.11;
 - Action Plan referenced in Section F.
- f. Within one-hundred and twenty (120) calendar days of DCF's contracting with the Independent Consultant, the Independent Consultant shall submit to OCR for monitoring purposes:
- Self-Assessment Plan, Self-Assessment Tool and Advocate Survey Tool referenced in Sections J.1 and J.3; and
 - Training Plan referenced in Section K.1.
- g. Within one-hundred and eighty (180) calendar days [six (6) months] of DCF's contracting with the Independent Consultant, the Independent Consultant shall submit to OCR for approval or monitoring purposes:
- The evaluation of DCF's initial statewide Self-Assessment referenced in Section E.2.
 - The Monitoring Plan referenced in Section M.1.
- h. Within one-hundred and eighty (180) calendar days [six (6) months] after the submission of DCF's initial statewide Self-Assessment evaluation results, the Independent Consultant shall submit to OCR for approval:
- DCF's final policies and procedures for ensuring effective communication referenced in Section L.1.
 - DCF's final Customer Grievance and Complaint Resolution Policy and Procedure referenced in Section L.2.

- i. Within twenty (20) months of DCF contracting with the Independent Consultant, the Independent Consultant shall submit to OCR for monitoring purposes:
 - The evaluation of DCF's second statewide Self-Assessment referenced in Section E.2.
5. **Maintenance of Records.** DCF shall maintain appropriate records to document the information contained in the Compliance Reports and, upon request, shall make them available to OCR, the Independent Consultant, and the Advisory Committee. DCF shall retain these records throughout the Term of this Agreement.
6. **Additional Documentation.** DCF shall provide OCR with the following:
 - a. Within forty-five (45) calendar days after receiving OCR's approval of DCF's interim and final policies and procedures as required by Section L.1 of this Agreement, a letter verifying that the distribution of DCF's policies and procedures as required by Section L.2 and L.3 of this Agreement has occurred. The letter shall specify the date(s) that such distribution occurred and the organizations or categories of persons to whom the materials were distributed;
 - b. Within nine (9) months after receiving the DCF Secretary's or his designee's approval of DCF's Training Plan as required by Section K.1 of this Agreement, a letter verifying that the training of ADA/Section 504 Coordinators, DCF Single-Point-of-Contacts, and other DCF Personnel described in Section K.2 and K.3 of this Agreement has been completed. The letter shall specify the date(s), time(s), and location(s) of the training; person(s) conducting the training; and the content of the training; and
 - c. Within one (1) year of receiving the DCF Secretary's or his designee's approval of DCF's Training Plan as required by Section K.1 of this Agreement, a letter documenting that the training of all Single-Points-of-Contact within DCF Contract Agencies described in Section K.3 has been completed.

N. SIGNATURES: The individuals signing this document represent that they are authorized to bind the undersigned entities to this Agreement.

George H. Sheldon, Secretary
Florida Department of Children and Families

Date

Roosevelt Freeman, Regional Manager
Office for Civil Rights, Region IV
U.S. Department of Health and Human Services

Date

APPENDIX A
TIMEFRAMES FOR SETTLEMENT AGREEMENT
ACTIONS AND DELIVERABLES

DCF and/or the Independent Consultant shall accomplish all Settlement Agreement actions and deliverables within the timeframes set forth below.

WITHIN THIRTY (30) CALENDAR DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT

- Enter into an agreement with the Florida Coordinating Council for the Deaf and Hard of Hearing to convene an Advisory Committee to assist DCF and the Independent Consultant in implementing the terms of this Agreement (Section E.4).
- In conjunction with OCR, develop a position description to secure appropriate bidders for the Independent Consultant position in accordance with DCF's procurement process and invite the public to submit applications for the position (Section E.1).
- Submit a list of potential Advisory Committee Members to OCR for approval (Section E.4).
- Begin keeping Auxiliary Aid and Service Records as each service is provided (Section G.8).
- Post conspicuous notices in DCF office and facilities informing the public about the availability of no-cost auxiliary aids and services (Section I.1).

WITHIN THIRTY (30) CALENDAR DAYS OF THE DCF SECRETARY'S OR HIS DESIGNEE'S OR OCR'S APPROVAL OF SPECIFIC DOCUMENTS OR ACTIONS

- Commence responsibilities of the Advisory Committee's duties with OCR's approval (Section E.4).
- Implement Action Plan with OCR's approval (Section F).
- Begin using the Customer Communication Template with the DCF Secretary's or his designee's approval (Section G.7).
- Begin distributing Customer Feedback Forms with the DCF Secretary's or his designee's approval (Section G.11).
- Implement the statewide Self-Assessment Plan with the DCF Secretary's or his designee's approval (Section J.4).
- Implement Training Plan with the DCF Secretary's or his designee's approval (Section K.2).
- Implement approved Customer Grievance and Complaint Policy and Procedure with OCR's approval (Section L.2).
- Distribute interim and final policies and procedures for ensuring effective communication statewide to all facilities, contractors, and relevant community-based advocacy organizations with OCR's approval (Section L.3).
- Distribute revised policies and procedures for ensuring effective communication to all DCF Personnel and the Advisory Committee members (Section L.3).
- Implement Monitoring Plan with OCR's approval (Section M.1).

WITHIN SIXTY (60) CALENDAR DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT

- Submit the names and contact information for all Single-Point-of-Contacts within DCF Direct Service Facilities to OCR for monitoring purposes (Section E.6).

**WITHIN SIXTY (60) CALENDAR DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT
(Continued)**

- Post community notices on the DCF website informing the public about the availability of no-cost auxiliary aids and services (Section I.2).

**WITHIN NINETY (90) CALENDAR DAYS OF THE EFFECTIVE DATE OF THIS
AGREEMENT**

- Submit a report describing DCF's current method for capturing all information required in the Customer Communication Template and Auxiliary Aid/Service Record, as well as its strategy for making these documents available electronically through the DCF computer systems within a reasonable timeframe to OCR for monitoring purposes (Section E.5).
- Submit the names and contact information for all Single-Point-of-Contacts within DCF Contract Agencies to OCR for monitoring purposes (Section E.7).
- Ensure that all DCF Personnel and DCF Contract Agencies are provided contact information for and a description of the roles and responsibilities of ADA/Section 504 Coordinators and Single-Point-of-Contacts within DCF, DCF Direct Service Facilities, and DCF Contract Agencies (Section E.8).
- Submit "interim" policies and procedures for ensuring effective communication for deaf or hard-of-hearing Customers or Companions to OCR for approval (Section L.1).
- Submit "interim" Customer Grievance and Complaint Resolution Policy and Procedure to OCR for approval (Section L.2).

**WITHIN NINETY (90) CALENDAR DAYS OF DCF CONTRACTING WITH THE
INDEPENDENT CONSULTANT**

- Submit an Action Plan to OCR for approval (Section F).
- Submit a Customer Communication Template approved by the DCF Secretary to OCR for monitoring purposes (Section G.7).
- Submit a Customer Feedback Form approved by the DCF Secretary to OCR for monitoring purposes (Section G.11).

**WITHIN ONE-HUNDRED AND TWENTY (120) CALENDAR DAYS OF CONTRACTING
WITH THE INDEPENDENT CONSULTANT**

- Submit a Self-Assessment Plan and Tool approved by the DCF Secretary to OCR for monitoring purposes (Section J.1).
- Submit an Advocate Survey Tool approved by the DCF Secretary to OCR for monitoring purposes (Section J.3).
- Submit a Training Plan approved by the DCF Secretary to OCR for monitoring purposes (Section K.1).

**WITHIN ONE-HUNDRED AND EIGHTY (180) CALENDAR DAYS [OR SIX (6) MONTHS] OF
DCF CONTRACTING WITH THE INDEPENDENT CONSULTANT**

- Complete an evaluation of DCF's initial Self-Assessment and submit a written report of the evaluation detailing findings and recommendations to OCR for monitoring purposes (Section E.2).

WITHIN ONE-HUNDRED AND EIGHTY (180) CALENDAR DAYS [OR SIX (6) MONTHS] OF DCF CONTRACTING WITH THE INDEPENDENT CONSULTANT (Continued)

- Submit the Monitoring Plan to OCR for approval (Section M.1).

WITHIN ONE-HUNDRED AND EIGHTY (180) CALENDAR DAYS [OR SIX (6) MONTHS] OF THE INDEPENDENT CONSULTANT'S SUBMISSION OF THE FIRST SELF-ASSESSMENT RESULTS TO OCR

- Submit final policies and procedures for ensuring effective communication to OCR for approval (Section L.1).
- Submit final Customer Grievance and Complaint Resolution Policy to OCR for approval (Section L.2).

OTHER RELEVANT TIMEFRAMES

Section C:

- Continue to implement the terms of this Agreement for five (5) years following the Effective Date of this Agreement (Section C.3).
- Retain documents and records required by OCR to assess DCF's compliance during the Term of this Agreement and for five (5) years thereafter (Section C.7).

Section E:

- Contract with an Independent Consultant approved by OCR within ninety (90) calendar days after advertising the Independent Consultant position to the public, with exception (Section E.1).
- Within twenty (20) months of contracting with the Independent Consultant, the Independent Consultant will evaluate the second statewide Self-Assessment and submit a report to the DCF Secretary and OCR for monitoring purposes (Section E.2).
- Within thirty (30) calendar days of finding DCF has not implemented the requirements of any term of this Agreement, the Independent Consultant shall provide notice of DCF's shortfall to OCR along with a corrective action plan that addresses the same for monitoring purposes (Section E.3).
- Prior to contracting with the Independent Consultant, DCF shall meet with the Advisory Committee as needed to develop draft versions of the deliverables in this Agreement (Section E.4).
- Convene monthly meetings of the Advisory Committee for first six (6) months after contracting with the Independent Consultant, and quarterly thereafter (Section E.4).
- Open the Advisory Committee meetings to the public once each quarter during the first twelve (12) months of DCF contracting with the Independent Consultant and biannually thereafter throughout the Term of the Agreement (Section E.4).
- Submit the names and contact information for all ADA/Section 504 Coordinators to OCR for approval within fifteen (15) calendar days of the Effective Date of this Agreement (Section E.5).
- Provide the Independent Consultant with a report concerning current and future methods for capturing information from the Customer Communication Template and Auxiliary Aid/Service Record within thirty (30) calendar days of DCF contracting with the Independent Consultant (Section E.5).

OTHER RELEVANT TIMEFRAMES (Continued)

- Require DCF Contract Agencies to capture the information required in DCF's Auxiliary Aid/Service Record within the Customer's case record and submit monthly reports summarizing services rendered to DCF beginning the first month after one-hundred and twenty (120) calendar days after the Effective Date (Section E.6).

Section E:

- Ensure all new employees receive contact information for and a description of the roles and responsibilities of the ADA/Section 504 Coordinators and Single-Point-of-Contacts serving their designated area within thirty (30) days of their hire dates (Section E.8).

Section G:

- Make the English version of the Customer Feedback Form available in Haitian-Creole and Spanish to DCF Personnel within sixty (60) calendar days of receiving the DCF Secretary's or his designee's approval (Section G.7).
- Within one-hundred and twenty (120) calendar days of receiving the DCF Secretary's or his designee's approval of the English version of the Customer Communication Template, DCF will ensure the English, Haitian-Creole, and Spanish versions of the Template are available in electronic form in situations where DCF can utilize existing computer systems.
- Provide Customer Feedback Forms to Customers and Companions within thirty (30) days of the Independent Consultant's review and the DCF Secretary's or his designee's approval (Section G.11).

Section H:

- Contract with an independent agency to evaluate the sign language or oral interpreting skills of all relevant DCF Personnel within one-hundred and eighty (180) calendar days of the Effective Date of this Agreement (Section H.2).
- Ensure that all contract sign language interpreters are certified and all DCF Personnel providing interpreter services for DCF are qualified within ninety (90) calendar days of contracting with an independent agency that evaluates the skills of interpreters (Section H.2).

Section I:

- Within eight (8) months of DCF contracting with the Independent Consultant, DCF shall make the written materials referenced in Section I.3 available in American Sign Language (ASL) using videotape, DVD, a downloadable Internet file, or CD ROM format (Section I.3).
- Make the content of the Customer Feedback Form available to deaf or hard-of-hearing Customers or Companions in ASL using videotape, DVD, a downloadable Internet file or CD-Rom format within ninety (90) calendar days of the DCF Secretary's or his designee's approval (Section I.3).

Section J:

- DCF shall conduct an additional Self-Assessment within one (1) year after the initial Self-Assessment (Section J.4).

OTHER RELEVANT TIMEFRAMES (Continued)

Section K:

- Complete all initial training of DCF Personnel and DCF Contract Agencies within nine (9) months of receiving the DCF Secretary's or his designee's approval of the Training Plan (Section K.1).
- Train ADA/Section 504 coordinators and Single-Point-of-Contacts within DCF Direct Service Facilities by implementing DCF's Training Plan within ninety (90) calendar days of receiving the DCF Secretary's or his designee's approval of the Training Plan (Section K.2).
- Train other DCF Personnel who typically interact with Customers within six (6) months of receiving the DCF Secretary's or his designee's approval of the Training Plan (Section K.2).
- Train new DCF Personnel within sixty (60) calendar days of the commencement of their services for DCF (Section K.2).
- Train Single-Point-of-Contacts within DCF Contract Agencies within nine (9) months of the DCF Secretary's or his designee's approval of DCF's Training Plan (Section K.3).
- Provide annual "refresher" training on DCF's policies and procedures for serving deaf or hard-of-hearing persons (Section K.2).

Section L:

- Submit the final version of DCF's policies and procedures for ensuring effective communication for deaf or hard-of-hearing Customers or Companions to OCR for approval within one-hundred and eighty (180) calendar days after the Independent Consultant submits the Self-Assessment evaluation results to OCR for monitoring purposes (Section L.1).
- Ensure that no Local Auxiliary Aids and Services Plans conflict with the terms of this Agreement and the interim and revised policies and procedure for ensuring effective communication within forty-five (45) calendar days of receiving OCR's approval of its interim and revised policies and procedures (Section L.1).
- For any complaint not resolved while the grievant or complainant is in the DCF Facility, provide a written response to the complainant no later than thirty (30) calendar days after resolution of the complaint or grievance (Section L.2).
- Submit the final version of the Customer Grievance and Complaint Resolution Policy and Procedure to OCR for approval within one-hundred and eighty (180) calendar days after the Independent Consultant submits the Self-Assessment evaluation results to OCR for monitoring purposes (Section L.2).
- DCF shall distribute the interim and final versions of the policies and procedures for ensuring effective communication to DCF Contract Agencies and organizations that advocate on behalf of deaf or hard-of-hearing persons in Florida within ninety (90) calendar days of receiving the approval of OCR (Section L.3).

Section M:

- Submit Compliance Reports to OCR for monitoring purposes. The first report is due within thirty (30) calendar days after the Agreement has been in effect for six (6) months and annually thereafter (Section M.3).
- Submit a final Compliance Report thirty (30) days prior to the expiration of the Term of this Agreement (covering the previous months not included within the fifth annual Compliance Report (Section M.3).

OTHER RELEVANT TIMEFRAMES (Continued)

Section M:

- Provide OCR with a letter verifying that the approved interim and final policies and procedures have been distributed statewide within forty-five (45) calendar days after OCR's approval (Section M.6).
- Submit a letter to OCR within nine (9) months after receiving the DCF Secretary's or his designee's approval of DCF's Training Plan verifying that all training for ADA/Section 504 Coordinators, DCF Direct Service Facility Single-Point-of-Contacts, and other DCF Personnel has been completed (Section M.6).
- Submit a letter to OCR within one (1) year after receiving the DCF Secretary's or his designee's approval of DCF's Training Plan verifying that all training for DCF Contract Agencies has been completed (Section M.6).

APPENDIX B

ELEMENTS OF AN EFFECTIVE SELF-ASSESSMENT TOOL

An effective Self-Assessment Tool would capture the following kinds of information from DCF Personnel who typically interact with Customers:

1. Whether DCF Personnel can identify their assigned ADA/Section 504 Coordinator;
2. Whether DCF Personnel have previously received assistance from their assigned ADA/Section 504 Coordinator regarding effective communication issues and the quality of assistance received;
3. Whether DCF Personnel have access to and understand policies and procedures on effective communication and/or local auxiliary aid plans;
4. Whether DCF Personnel recommend improving any aspect of DCF's policies and procedures for serving deaf or hard-of-hearing Customers or Companions;
5. The last time DCF Personnel received training on effective communication policies and/or local auxiliary aid plans, the quality of that training, and how the training can be improved;
6. Whether DCF offices and facilities provide notice to Customers or Companions offering access to no-cost auxiliary aids and services;
7. If DCF Personnel has communicated with deaf or hard-of-hearing Customers or Companions, the ease with which they obtained appropriate auxiliary aids and services, the timeliness of those services, whether a proper communication assessment was made that identified the appropriate auxiliary aid or service, and the quality of their communications;
8. How DCF Personnel determine effectiveness of communication;
9. Which communication situations DCF Personnel believe to be of such importance, length or complexity that each DCF Direct Service Facility should always provide the service requested by the deaf or hard-of-hearing Customer or Companion and the frequency at which these Aid-Essential Communication Situations occur per year;
10. Whether DCF Personnel know how to obtain appropriate auxiliary aids and services such as qualified sign language interpreters as needed;
11. Whether DCF has full-time sign language or oral interpreters on staff and, if so, whether these staff persons are qualified, how DCF knows they are qualified, and how DCF determines if their interpretation is effective;
12. Whether DCF employs staff who occasionally act as sign language or oral interpreters and, if so, whether these staff are qualified, how DCF knows they are qualified, and how DCF determines if their interpretation is effective;
13. Whether DCF Personnel have ever been involved in a decision to deny a Customer or Companion a requested service and, if so, the basis for denying services;

ELEMENTS OF AN EFFECTIVE SELF-ASSESSMENT TOOL (Continued)

14. Whether DCF Personnel track and record requested auxiliary aids and services and the cost of such services; and,
15. Whether DCF Personnel evaluate auxiliary aids and services rendered and, if so, how they evaluate these aids and services.

APPENDIX C
ELEMENTS OF AN EFFECTIVE ADVOCATE SURVEY TOOL

An effective Advocate Survey Tool shall be anonymous and shall capture the perspectives and experiences of organizations that advocate on behalf of deaf or hard-of-hearing Customers or Companions accessing programs and services at DCF Direct Service Facilities and DCF Contract Agencies. A comprehensive Advocate Survey Tool shall include the following elements:

A. Advocacy Organization Profile:

5. Number of years the organization has assisted deaf or hard-of-hearing individuals access DCF's programs and services;
2. Number of deaf or hard-of-hearing individuals served annually by the organization; and
3. Percentage of deaf or hard-of-hearing individuals served when compared with total population served annually by the organization;

B. Complaint Profile and DCF Customer Satisfaction

1. Major problems, if any, experienced by advocates while helping deaf or hard-of-hearing persons access DCF services;
2. Number of complaints or grievances filed annually by each advocacy organization against DCF Direct Service Facilities and/or DCF Contract Agencies;
3. Nature of complaints filed on behalf of deaf or hard-of-hearing persons;
4. Advocacy organization's satisfaction with DCF's complaint resolution process;
5. Advocacy organization's satisfaction with the quality of auxiliary aids and services provided by DCF to deaf or hard-of-hearing Customers or Companions;
6. Advocacy organization's overall satisfaction with DCF's ability to secure quality auxiliary aids and services for deaf or hard-of-hearing Customers or Companions in a timely manner;
7. Advocacy organization's satisfaction with the quality of DCF's method for determining the appropriate auxiliary aids and services for deaf or hard-of-hearing Customers or Companions;
8. Advocacy organization's satisfaction with DCF Personnel's awareness and knowledge of background information regarding deafness and hearing loss, including information about the various degrees of hearing loss, language needs, and cultural diversity in deaf or hard-of-hearing communities; unique problems encountered by late-deafened individuals; as well as the psychological implications of deafness and its relationship to interaction with hearing persons;
9. Frequency of advocacy organization's contacts with DCF's ADA/Section 504 Coordinator(s) and the general subject matter for these contacts;

ELEMENTS OF AN EFFECTIVE ADVOCATE SURVEY TOOL (Continued)

B. Complaint Profile and DCF's Customer Satisfaction (Continued)

10. Advocacy organization's satisfaction with the ADA/Section 504 Coordinator's customer service and responsiveness;
11. Advocacy organization's experience working with DCF to address the needs of deaf or hard-of-hearing persons;
12. Advocacy organization's overall satisfaction with DCF's grievance and complaint resolution process;
13. Advocacy organization's overall satisfaction with DCF's services to deaf or hard-of-hearing persons; and
14. Recommendations for improvements to DCF services.