SETTLEMENT AGREEMENT

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A. BACKGROUND

1.

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:

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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

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 Nond 12dTBF4 12 Tf1 0 uy(r)3(e)-5(g)0 1 108.02 48y №5(g)N I12.4 3Fo(e)4(ment**

mN112.4 3Fe(n)4(t)3(i)1(l)-5(e)4(ment

e. Identify methods to improve the provision of 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)

Prior to contracting with the Independent Consultant, DCF shall meet with the Advisory Committee as needed to receive technical assistance in the development o

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 descrip1 y.v01nd a1Tc[(an)-31 0 0 1 380.5

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

d.

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 monitor

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.

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

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-

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-

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 documentatio

- 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

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 Plan3s

for

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 Dire

- x 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:

   - x 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;
   - x Customer Communication Template referenced in Section G.7;
   - x Customer Feedback Form referenced in Section G.11;
   - x Action Plan referenced in Section F.

f. Within one-hundred and twenty (120)

i.

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

_____ _____

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

_____ _____

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

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

- **x** 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).
- x 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).
- x Submit a list of potential Advisory Committee Members to OCR for approval (Section E.4).
- x Begin keeping Auxiliary Aid and Service Records as each service is provided (Section G.8).
- x 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 IS OR OR ACTIONS

- **x** Commence responsibilities of the Advisory Committee's duties with OCR's approval (Section E.4).
- x Implement Action Plan with OCR's approval (Section F).
- x Begin using the Customer Communication Template with the DCF Secretary's or his designee's approval (Section G.7).
- x Begin distributing Customer Feedback Forms with the DCF Secretary's or his designee's approval (Section G.11).
- x Implement the statewide Self-Assessment Plan with the

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

- x 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

- **x** 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).
- x Submit the names and contact information for all Single-Point-of-Contacts within DCF Contract Agencies to OCR for monitoring purposes (Section E.7).
- x 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).
- x 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).
- x 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

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

- **x** 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

OTHER RELEVANT TIMEFRAMES (Continued)

- **x** 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:

- x 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:

- **x** 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).
- x 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

OTHER RELEVANT TIMEFRAMES (Continued)

Section K:

- x 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).
- x 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).
- x 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).
- x Train new DCF Personnel within sixty (60) calendar days of the commencement of their services for DCF (Section K.2).
- x 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).
- x Provide annual "refresher" training on DCF's policies and procedures for serving deaf or hard-of-hearing persons (Section K.2).

Section L:

- x 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).
- x

OTHER RELEVANT TIMEFRAMES (Continued)

Section M:

- x 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)**.**
- x 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).
- x 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:

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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

ELEMENTS OF AN EFFECTIVE ADVOCATE SURVEY TOOL (Continued)

B. _____

10. Advocacy organization's satisfa¶ fa ÷ m ک