

RESOLUTION AGREEMENT

Between the

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

and

RHODE ISLAND DEPARTMENT OF HUMAN SERVICES

Transaction Number: 08-76828

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I. Introduction

This Resolution Agreement (Agreement) is entered into by the United States Department of Health and Human Services (USDHHS), Office for Civil Rights (USDHHS/OCR) and the Rhode Island Department of Human Services (RIDHS). This Agreement resolves a complaint, transaction number 08-76828, filed with USDHHS/OCR on December 19, 2007, by Steven Brown, Executive Director, of the R.I. Chapter of the American Civil Liberties Union (the complainant), alleging that RIDHS failed to provide appropriate interpreter services to limited English proficient persons. This Agreement also resolves a review of two previous Compliance Agreements with RIDHS dated February 12, 1997 (OCR Transaction Number 94-02356) and July 1, 1982 (OCR Transaction Number 01-79-7006).

A. Parties to Agreement

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

B. Jurisdiction

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

C. Purpose of Agreement

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

between RIDHS and USDHHS/OCR.

2. This Agreement shall not be construed as an admission or as evidence that RIDHS has not complied with Title VI of the Civil Rights Act of 1964 or its implementing regulations with respect to any particular complaint or investigation.
3. For purposes of this Agreement, Title VI shall refer to those provisions of the Title VI regulations that relate to the provision of language assistance to persons who, because of national origin, have limited English proficiency.
4. This Agreement supersedes the Parties' Compliance Resolution Agreement dated July 1, 1982 (OCR Transaction Number 01-79-7006) and supplemental Resolution Agreement dated February 12, 1997 (OCR Transaction Number 94-02356).

II. Definitions

For the purpose of this Agreement, the terms listed below shall have the following meaning:

- A. **Applicant** means any person who submits an application for public assistance benefits under any RIDHS program or service.
- B. **Bilingual/Multilingual Staff** means a RIDHS staff member who has demonstrated proficiency in English and at least one other language, and who can interpret accurately, impartially, and effectively to and from such language(s) and English, using any specialized terminology necessary for effective communication, but whose main job responsibilities are other than interpretation. A RIDHS staff member who only has a rudimentary familiarity with a language other than English shall not be considered "Bilingual/Multilingual Staff" under this Agreement.
- C. **Contractor** means any entity that performs work or provides services on behalf of RIDHS under a contractual agreement or reimbursement arrangement, which includes reimbursements from monies allocated to RIDHS as Federal financial assistance from USDHHS.
- D. **Frequently-Encountered Language** means any language spoken by a significant number or percentage of the population eligible to be served or likely to be directly affected by RIDHS' programs.

- E. Interpreter** means a person who has demonstrated proficiency in both spoken English and at least one other language; and who can interpret accurately, impartially, and effectively to and from such language(s) and English using any specialized terminology necessary for effective communication; and who understands interpreter ethics and client confidentiality needs. A person who has rudimentary familiarity with a language other than English shall not to be considered an “interpreter” under this Agreement.
- F. Language Assistance** means all oral and written language services needed to assist LEP individuals to communicate effectively with RIDHS staff, sub-recipients, contractors, and vendors to provide LEP individuals with meaningful access to, and an equal opportunity to participate fully in the programs administered by RIDHS.
- G. Limited-English Proficient (LEP) Individual** means an individual who does not speak English as his or her primary language and who has a limited ability to read, write, speak or understand English in a manner that permits him or her to communicate effectively with RIDHS and have meaningful access to and participate fully in the programs administered by RIDHS.
- H. Participant** means the primary applicant for public assistance benefits or services under any RIDHS program or service.
- I. Primary Language** means the language that an LEP individual identifies as the language that he or she uses to communicate effectively, and is the language which the individual prefers to use to communicate with RIDHS. However, the language that an LEP applicant or participant or legal representative requests as the language in which written documents are to be sent from RIDHS to the applicant, participant, or legal representative shall be considered as the primary language. Notwithstanding this, the applicant or participant shall remain entitled to receive all other language assistance services as are necessary to allow effective communication with and meaningful access to the programs administered by RIDHS.
- J. Staff Interpreter** means a RIDHS staff member whose job is to provide interpretation and translation services.
- K. Sub-recipient** means an entity that expends Federal assistance received as a pass-through from RIDHS to carry out a federally-funded program, in which the sub-recipient provides services to and has contact with applicants and participants in

the same manner as RIDHS if RIDHS were to administer the program directly, but does not include an individual applicant or participant who is a beneficiary of the program.

- L. Vital Documents** shall include, but are not limited to: applications; consent forms; complaint forms; letters or notices pertaining to eligibility for benefits; documents that communicate the reduction, denial, or termination of services or benefits, or that require a response to preserve benefits or effectuate appeal rights; and notices regarding the availability of free language assistance services for LEP individuals.

III. General Provisions

A. Programs Covered by Agreement

RIDHS has one main office located in Cranston, RI, and six (6) local offices located throughout the state, staffed with approximately 849 personnel, that administer seven programs of services and benefits. The Agreement covers all RIDHS programs, including:

The Rhode Island Works program which administers service and benefits to needy families to prepare for, accept and retain employment with necessary supports, and includes Temporary Assistance to Needy Families (TANF).

The Medical Assistance program which administers services and benefits to meet the medical needs of eligible low-income persons, and includes Medicare Premium Payment Program and Medicaid.

The General Public Assistance program which administers for payments for certain medical benefits, interim cash assistance and the payment of funeral/burial costs for eligible individuals.

The Starting Right Child Care Assistance Program which administers programs subsidizing child care services to Rhode Island Works beneficiaries and income eligible working families.

The Social Services Program which administers various services and benefits provided for under the Social Services Block Grant to the State of Rhode Island under Title XX of the Social Security Act.

The Supplemental Security Income Program which administers certain benefits for SSI recipients.

Rehabilitation Services which administers programs and services to those with disabilities and includes the Vocational Rehabilitation Program, Services for the Blind and Visually Impaired, Disability Determination Services and Assistive Technology Access Partnership.

- B. Effective Date and Duration of Agreement.** This Agreement shall become effective on the date it is executed by OCR (Effective Date) and shall remain in effect for two (2) years or until OCR's written acceptance of the final progress report, which acceptance shall not be unreasonably withheld, whichever date is later. At such time, the Agreement will terminate, provided RIDHS is in substantial compliance with the Agreement as determined by USDHHS/OCR in its sole judgment upon its review of the Compliance Reports and other relevant information. Notwithstanding the aforementioned time limitation, RIDHS acknowledges that it will comply with Title VI of the Civil Rights Act of 1964 for so long as it continues to receive Federal financial assistance. All provisions in this Agreement are effective immediately unless otherwise specified.
- C. RIDHS' Continuing Obligation.** Nothing in this Agreement is intended to relieve RIDHS of its obligation to comply with other provisions of Title VI or any other applicable non-discrimination statutes and their implementing regulations.
- D. Effect on Other Compliance Matters.** The terms of this Agreement do not apply to any other issues, investigations, reviews, or complaints of discrimination that are unrelated to the subject matter of this Agreement and that may be pending before USDHHS/OCR or any other Federal agency. Any compliance matters arising from reviews or investigations of specific complaints unrelated to this Agreement will be addressed and resolved separately. USDHHS/OCR may review complaints against RIDHS that are received on or after the Effective Date that concern the laws, regulations, issues and subject matter covered by this Agreement. Nothing in this Agreement shall be construed to limit or restrict USDHHS/OCR's statutory and regulatory authority to conduct complaint investigations and compliance reviews.
- E. Prohibition Against Retaliation and Intimidation.** RIDHS shall not retaliate, intimidate, threaten, coerce, or discriminate against any person who has filed a

complaint, assisted, or participated in any manner in the investigation of matters addressed in this Agreement.

- F. OCR's Review of RIDHS' Compliance with Agreement.** USDHHS/OCR may, at any time, review RIDHS' compliance with this Agreement. As part of such review, USDHHS/OCR may require RIDHS to provide written reports, as set forth herein, permit inspection of offices, interview staff members, and allow USDHHS/OCR to examine and copy documents. RIDHS agrees to retain records required to assess its compliance with the Agreement, as described in Sections IV.N.2. and IV.T., and to submit the requested reports to USDHHS/OCR as specified in Section IV.T.
- G. Failure to Comply with the Terms of Agreement.** If at any time USDHHS/OCR determines that RIDHS has failed to comply with any provision of this Agreement, USDHHS/OCR will notify RIDHS in writing.
1. The notice shall include a statement of the basis for USDHHS/OCR's determination and shall allow RIDHS thirty (30) calendar days to either:
 - a. Explain in writing the reasons for its actions and describe the remedial actions that have been or shall be taken to achieve compliance with this Agreement; or
 - b. Dispute the accuracy of USDHHS/OCR's findings.
 2. On notice to RIDHS, USDHHS/OCR may shorten the 30-calendar day period if it determines that a delay would result in irreparable injury to any LEP applicant or participant.
 3. If RIDHS does not respond to the notice or, if upon review of RIDHS' response, USDHHS/OCR determines that RIDHS has not complied with the terms of this Agreement, USDHHS/OCR reserves the right to reopen its investigation of RIDHS's compliance with Title VI. USDHHS/OCR may incorporate into its reopened investigation any relevant evidence of noncompliance with this Agreement, and any relevant evidence gathered by USDHHS/OCR prior to the signing of this Agreement. RIDHS reserves its right to raise all procedural and substantive defenses in any reopened investigation.

- H. Non-Waiver Provision.** Failure by USDHHS/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 USDHHS/OCR's right to enforce other deadlines or any other provision of this Agreement.
- I. Entire Agreement.** This Agreement constitutes the entire understanding between RIDHS and USDHHS/OCR in resolution of OCR Transaction Numbers 08-76828, 01-79-7006, and 94-02356. Any statement, promise, or agreement not contained herein shall not be enforceable through this Agreement.
- J. Modification of Agreement.** This Agreement may be modified by mutual agreement of the parties in writing.
- K. Effect of RIDHS Program Changes.** RIDHS reserves the right to change or modify its programs, so long as RIDHS ensures compliance with Title VI and its implementing regulations, other applicable state and Federal laws, and the provisions of this Agreement. Significant program changes that may affect compliance with this Agreement or any applicable statutes and regulations within USDHHS/OCR's jurisdiction must be promptly reported to USDHHS/OCR.
- L. Publication or Release of Agreement.** USDHHS/OCR places no restrictions on the publication of the terms of this Agreement. In addition, USDHHS/OCR may be required to release the Agreement and all related materials to any person upon request consistent with the requirements of the Freedom of Information Act, 5 U.S.C. §552, and its implementing regulations, 45 C.F.R. Part 5.
- M. Authority of Signer.** The individual who signs this document on behalf of RIDHS represents that he or she is authorized to bind RIDHS to this Agreement.
- N. Third Party Rights.** This Agreement can only be enforced by the parties specified in this Agreement, their legal representatives and assigns. This Agreement shall be unenforceable by third parties and shall not be construed to create third party beneficiary rights.
- O. Severability.** In the event that a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain valid and enforceable; provided, however, that if the severance of any such provision materially alters the rights or obligations of the Parties, they shall, through reasonable, good faith negotiations, agree upon such other amendments hereto as may be necessary to

restore the Parties as closely as possible to the relative rights and obligations initially intended by them hereunder.

- P. Technical Assistance.** USDHHS/OCR agrees to provide appropriate technical assistance to RIDHS regarding compliance with this Agreement, as requested and as reasonably necessary.

IV. Specific Provisions

- A. Recognition.** RIDHS recognizes that LEP individuals need language assistance services to access and fully participate in programs operated by RIDHS. Pursuant to this Agreement, Title VI and RIDHS policy, RIDHS is committed to providing competent language assistance at no cost and in a timely manner to LEP individuals to ensure meaningful access to and an equal opportunity to participate fully in the programs and activities administered by RIDHS. This includes ensuring effective communication between LEP individuals and RIDHS staff members, sub-recipients, and contractors.
- B. Develop and Implement Policy.** Within ninety (90) calendar days of the Effective Date of this Agreement, RIDHS shall develop and submit to USDHHS/OCR such additions, amendments and/or revisions to existing written policies and procedures, as may be necessary, to provide language assistance to LEP individuals in accordance with the provisions contained herein and Title VI. USDHHS/OCR shall provide RIDHS with written comments and suggestions on submitted additions, amendments, and/or revisions to RIDHS policies and procedures within thirty (30) calendar days of receipt. Within ninety (90) calendar days of OCR's review, RIDHS shall implement any agreed upon changes to the policy, in accordance with the procedure required by Rhode Island state law, and thereafter shall immediately disseminate the same to all RIDHS staff.

During the interim period, RIDHS will provide competent language assistance services pursuant to the current RIDHS Interpreter Policy (Provision of Interpreter Services), Section IV.F. of this Agreement, and Title VI.

C. Assessment for Determining Linguistic Needs

- 1. Determining the Language Needs of the Affected Population.** Within ninety (90) calendar days of the Effective Date of this Agreement, and annually thereafter, RIDHS shall assess the language needs of LEP

individuals that are eligible for programs and are likely to be directly affected by its programs to ensure that timely, competent language assistance services are provided as described in Sections IV.H., and IV.I. of this Agreement. RIDHS shall submit its language assessment to USDHHS/OCR in accordance with Section IV.T. of this Agreement. Such assessment shall identify the following:

- a. The non-English languages likely to be encountered in RIDHS' programs.
- b. An estimate of the number of LEP individuals likely to be directly affected by RIDHS' programs, and their languages, by reviewing various sources of information, including but not limited to:
 - i. Census data;
 - ii. Utilization data from interpreter logs and bilingual staff logs of interpreter services and telephonic interpreter services records;
 - iii. School system data;
 - iv. Data from state and local governments;
 - v. Data from community agencies and organizations; and
 - vi. Information from refugee/immigrant serving agencies.
- c. The points of contact within RIDHS' programs where language assistance is likely to be needed.
- d. The locations and availability of language assistance resources, and arrangements that must be made to access these resources in a timely manner. This shall include the number of bilingual/multilingual staff, staff interpreters, contracted interpreters, and community volunteer interpreters at each RIDHS office. This shall also include an assessment of telephonic interpreting services required at each RIDHS office and the resources needed to translate documents as required herein.

2. **Determining the Language Needs of Each LEP Individual.** Within thirty (30) calendar days of the Effective Date of this Agreement, RIDHS shall develop and implement a system for determining the primary language of each LEP applicant or participant at the first point of contact with RIDHS as follows:

- a. **In-person Communication.** Upon a RIDHS staff member's initial encounter with an LEP individual for whom the staff member cannot personally provide language assistance, the staff member will determine the individual's primary language. The method of determining the individual's language may include, but is not limited to, utilizing one of the following:
 - i. Multi-language identification cards or "I speak" cards;
 - ii. Poster-size language list; or
 - iii. If the LEP person does not read or recognize any of the languages included in one of the methods described above, RIDHS shall immediately use a telephone interpreting service to identify the individual's primary language.

Upon identification of the LEP person's primary language, the staff member will provide language assistance services as needed. If necessary, the staff member will refer the individual to a pre-printed statement in the individual's primary language that reads, "Please wait while I obtain an interpreter."

- b. **Telephone Communication.** When a staff person places or receives a telephone call and can determine the language spoken by the person on the line, the staff member will ensure that language assistance will be provided pursuant to this Agreement. If staff cannot determine the language spoken by the person on the line, a telephone interpreter service provider will be immediately contacted to make an assessment of the language spoken by the other party and to assist the other party as specified in this Agreement.
- c. **Documentation.** The primary language of each LEP applicant or participant shall be documented in a conspicuous location in the individual's record to alert staff that language assistance services must be provided.
- d. **Coordination between RIDHS Programs.** . A system or process shall be developed to ensure the language assistance needs of

applicants and participants are communicated between RIDHS programs.

- D. Notifying LEP Individuals of the Availability of Free Language Assistance.** Within thirty (30) calendar days of the Effective Date of this Agreement, RIDHS shall ensure it provides meaningful notice to LEP individuals and community agencies serving LEP individuals in RIDHS' service area of the right to free language assistance and the process for filing and resolving complaints about such services with RIDHS. Such methods of notification shall include:
1. Posters and signs translated into frequently-encountered languages continuously and prominently displayed in each RIDHS office, in waiting rooms, reception areas, and other initial points of entry;
 2. Brochures or flyers translated into frequently-encountered languages distributed to community agencies and organizations serving LEP individuals;
 3. Statements included on application forms and informational material disseminated to the public, including the RIDHS website.
- E. Request for an Interpreter.** If an LEP individual requests an interpreter, one shall be provided. Under no circumstances shall a staff member deny a request for an interpreter or make a determination of the need for language assistance based solely on whether an LEP individual can answer short questions by nodding or through the use of questions to which the answers are simply "yes" or "no."
- F. Oral Language Services (Interpretation)**
1. Within thirty (30) calendar days of the Effective Date of this Agreement, RIDHS shall provide interpretation, pursuant to Section IV. H. of this Agreement, for LEP individuals who need such assistance to communicate effectively with RIDHS staff. RIDHS may utilize any of the following language assistance resources, to the extent such resources result in effective communication:
 - a. Bilingual/multilingual staff;
 - b. Staff or contract interpreters;

- c. RIDHS language phone banks staffed with bilingual/multilingual staff;
 - d. Interpreters from community organizations;
 - e. Telephone interpreter services procured under contract or other arrangement by RIDHS; or
 - f. Volunteer interpreter program.
2. RIDHS shall ensure that, pursuant to Section IV. J., of this Agreement, regardless of the type of language assistance provided, the language assistance provider is competent to interpret or translate.
3. Within ninety (90) calendar days of the Effective Date of this Agreement, RIDHS will develop, and ensure that each RIDHS office maintains a list identifying all available language interpreters, telephone language lines, and other language access services and resources. For each RIDHS office, the list shall identify all of the following:
 - a. The name and telephone number of every language assistance resource or interpreter available to the office;
 - b. The location of the office to which the interpreter is assigned, if the interpreter is a staff member of RIDHS;
 - c. The languages for which each interpreter is qualified;
 - d. The hours and days the interpreter or resource is available to provide interpretation or other assistance; and
 - e. The procedure by which each interpreter or resource shall be accessed by staff.

G. Translation of Written Documents

1. Within one hundred eighty (180) calendar days after the Effective Date of this Agreement, RIDHS shall identify existing vital documents and shall establish a process for determining which later-created documents are "vital" to the meaningful access of the LEP populations served. Annually

thereafter, adhering to the above-established process, RIDHS shall review later-created documents to determine if such documents are “vital.”

2. Within twelve (12) months after the Effective Date of this Agreement, RIDHS shall translate all existing vital documents into any language spoken by five percent (5%) of the total population eligible to be served or likely to be directly affected or encountered by RIDHS’ programs, or one thousand (1000) persons in that population, whichever is less. Later-created vital documents shall be translated into the same languages within six (6) months of being both created and determined to be a vital document.
 - a. If there are fewer than fifty (50) persons in a language group that reaches the five percent (5%) trigger, RIDHS may, in lieu of translating the vital documents, elect to provide written notice in the primary language of the LEP language group of the right to receive competent oral translation of the vital documents, free of cost to the LEP individual.
 - b. RIDHS shall develop a process for ensuring that correspondence and other documents submitted by an LEP individual in the LEP individual’s primary language are translated into English without undue delay.

H. Timely, Competent Language Assistance. RIDHS shall ensure that each LEP individual receives timely, competent oral and written language assistance services necessary to ensure meaningful access to RIDHS programs, pursuant to Section IV. A. of this Agreement and Title VI.

1. Scheduling of Appointments. RIDHS may offer to schedule appointments for LEP individuals at specified times in order to minimize waiting times and to ensure the availability of qualified language interpreters, provided that the use of an appointment facilitates the provision of language assistance and does not impede or delay the individual’s access to programs provided by RIDHS.
2. Telephone Communication. RIDHS shall implement uniform procedures for timely and effective telephone communication between staff members and LEP individuals.

3. Home-Based Communication. RIDHS shall implement uniform procedures for timely, competent and effective communication between staff members and LEP applicants and participants during home visits, inspections and eligibility determinations.

I. Language Assistance Resources. Based on the language needs assessment conducted pursuant to Section IV. C. of this Agreement, RIDHS shall determine, within twelve (12) months of the Effective Date of the Agreement and annually thereafter what resources and arrangements are needed to provide sufficient language assistance services in a timely manner for oral and written communication. RIDHS shall utilize the methods as specified in Section IV. F. 1. of the Agreement to provide necessary services.

J. Language Assistance Standards. RIDHS shall ensure that RIDHS staff interpreters and translators, bilingual/multilingual staff, volunteers, and interpreters from community organizations, and contractors providing language assistance services, including interpretation and translation, are capable of competently performing their duties. Competency of language assistance service providers may be established by a variety of means, including self-attestation for volunteer interpreters after having reviewed the interpreter competency standards listed below. Whether self-attestation or another means is used to establish competency, RIDHS shall ensure that the individuals providing the interpretation and translation are capable of facilitating effective communication between LEP persons and RIDHS pursuant to Section II. E of this Agreement and the following interpreter competency standards:

1. Communicate in both English and the LEP individual's primary language accurately and effectively;
2. Interpret to and from English and the LEP individual's primary language accurately and impartially;
3. Possess appropriate knowledge of specialized terms and concepts used frequently in the provision of the RIDHS' services and programs;
4. Understand and follow the obligation to maintain confidentiality;
5. Understand the roles of interpreters and the ethics associated with being an interpreter; and

6. For those providing written translations, have the ability to translate written documents effectively.

K. Use of Family or Friends as Interpreters. The parties recognize that LEP individuals may seek to use family members or friends as interpreters. Regardless, RIDHS shall not require an LEP individual to utilize family members or friends to provide interpretation or translation services, and must make the LEP individual aware that he or she has the option of RIDHS providing an interpreter at no cost. In addition:

1. If an LEP individual elects to use a family member or friend to provide interpretation after RIDHS offers free language assistance in his or her primary language, RIDHS shall take reasonable steps to determine whether the individual providing the interpretation is competent to provide this service. Further, RIDHS shall take reasonable steps to determine whether conflict of interest, confidentiality or other concerns make use of the friend or family member inappropriate. If the family member or friend is not competent or appropriate under the circumstances, RIDHS shall provide interpreter services in place of, or if appropriate, in addition to the person selected by the LEP individual. RIDHS retains the ultimate right to determine the family member or friend is not appropriate to provide interpreter services in light of circumstances and subject matter, including protection of administrative and/or enforcement interests of RIDHS in accurate interpretation and compliance with this Agreement.
2. For each LEP applicant or participant who declines the offer for RIDHS to provide an interpreter at no cost, RIDHS staff shall document in the LEP applicant's or participant's record:
 - a. that an offer was made for RIDHS to provide an interpreter free of cost to the LEP applicant or participant;
 - b. that the offer was declined; and
 - c. that in the event a family member or friend of the LEP applicant/participant solely provides interpreter services pursuant to IV.K and both the LEP applicant/participant and the assisting family member or friend consent, the name of the assisting family member or friend.

3. RIDHS shall inform an LEP individual who has declined the offer for RIDHS to provide an interpreter at no cost that he or she may reconsider and request an interpreter at any time.

L. Statewide Coordinator of Language Access Services. Within fifteen (15) calendar days of the Effective Date of this Agreement, RIDHS shall designate a senior staff person to serve as its Statewide Coordinator of Interpreter Services (Coordinator). The RIDHS Coordinator shall have overall responsibility for coordinating RIDHS' comprehensive language assistance services and directing compliance with this Agreement, including but not limited to:

1. Serving as a liaison between RIDHS and USDHHS, and other stakeholders serving LEP individuals who seek to access and fully participate in programs and activities operated by RIDHS;
2. Serving as a liaison with stakeholders serving LEP individuals for the purpose of assessing LEP community translation/interpreter needs and community concerns; and
3. Performing other duties identified in RIDHS policies and procedures that will be implemented pursuant to Section IV. B. of this Agreement.

M. Language Assistance Personnel. Within sixty (60) calendar days of the Effective Date of this Agreement, RIDHS shall identify appropriate personnel at each level of the organization (i.e. central office, district/branches, etc.) who will coordinate language assistance services for their respective levels. The identified personnel shall have responsibility for directing compliance with Title VI and implementation of this Agreement at their respective levels as appropriate to the interactions with LEP individuals that occur at that level, including but not limited to:

1. Distributing to the appropriate RIDHS staff members the policies and procedures regarding language assistance referenced in Section IV. B. and the list of available language assistance services referenced in Section IV. F. 3. of this Agreement;
2. Consulting the RIDHS Coordinator on the development and implementation of staff training pursuant to Section IV. N. of this Agreement;

3. Collecting RIDHS internal data pursuant to Sections IV.R. and S. of this Agreement; and
4. Performing other duties as identified in RIDHS policies and procedures implemented pursuant to Section IV. B. of this Agreement.

N. Training. Within twelve (12) months of the Effective Date of this Agreement, RIDHS will develop and implement mandatory staff training for all supervisors as well as for staff members who have regular contact with applicants and participants on the RIDHS policies and procedures for communicating with and serving LEP individuals. Thereafter, training on these policies and procedures shall be conducted annually and at orientation for new employees, or at least within ninety (90) calendar days of employment. Training may be conducted online and be self-paced provided RIDHS implements a process to ensure that staff trained through online methods can proficiently utilize language assistance resources when serving LEP persons.

1. The training program shall be of sufficient content and duration to cover the following:
 - a. The importance of effective communication with LEP individuals;
 - b. The policy and procedures outlined in this Agreement;
 - c. Effective methods that staff may use to assess an individual's need for interpreter or other language assistance services;
 - d. Effective methods for using interpreters when staff members receive incoming calls from or make outgoing calls to LEP individuals;
 - e. The impact of ethnic and cultural differences on effective communication and the need for sensitivity to diversity issues;
 - f. The effective method of using an in-person and telephone interpreter; and
 - g. Applicable record-keeping procedures.
2. RIDHS shall maintain a training registry that records the names and dates of staff members who have been trained.

- O. Complaint Procedures.** Within thirty (30) calendar days of the Effective Date of this Agreement, RIDHS shall develop and implement uniform procedures for receiving and responding to complaints and concerns from LEP individuals with regard to language assistance services. These complaints will be forwarded to the Coordinator for review and appropriate action. These complaint procedures will be posted in all RIDHS offices, waiting areas, and on RIDHS' website. Further, to ensure responsiveness, RIDHS shall implement a comprehensive policy for tracking language assistance services complaints and ensuring timely handling.
- P. Notice of Non-Discrimination Policy.** Within thirty (30) calendar days of the Effective Date of this Agreement, RIDHS shall develop and post its nondiscrimination policy in each RIDHS office, in areas in which applicants and participants are served and wait for service, and on RIDHS' website. The nondiscrimination policy will specifically identify Title VI and its prohibition of discrimination on the basis of race, color, and national origin.
- Q. RIDHS Sub-Recipients and Contractors.** RIDHS shall ensure that all applicable contractors and sub-recipients are informed of the LEP requirements of Title VI. RIDHS shall provide information to and oversee the applicable contractors and sub-recipients as provided in the Federal regulations under Title VI. RIDHS shall determine the method for providing information and monitoring compliance.
- R. Monitoring.** To ensure effective language assistance and access to services, RIDHS shall develop and implement a program to monitor the provision of language assistance services to LEP individuals and compliance with this Agreement. As part of the monitoring program, RIDHS:
1. Shall review LEP applicants' and participants' case records to assess whether primary languages are properly recorded in all case records and whether such applicants and participants are provided adequate language assistance services;
 2. Shall review complaints filed by LEP individuals to determine adequacy of language assistance services; and may,
 3. Assess RIDHS staff, and sub-recipients and contractors' knowledge about RIDHS' language assistance policies and procedures;

4. Review the accuracy of the list(s) containing the availability of bilingual staff, interpreters, and other resources;
5. Request feedback from LEP applicants and participants and advocates;
6. Review the development and distribution of translated RIDHS documents and posting of signs in RIDHS offices;
7. Assist with the recruitment and assignment of bilingual staff, if applicable;
8. Analyze the impact of all procedural and policy changes affecting LEP applicants and participants;
9. Reassess the linguistic needs of the affected population by conducting the Assessment for Determining Linguistic Needs described in Section IV. C.; and,
10. Develop and conduct a self-assessment program to determine whether language assistance services are provided to LEP persons when they visit RIDHS offices or contact an office by telephone. The self-assessment program may include:
 - a. Unannounced site visits to a sampling of randomly selected offices to be conducted no less than every six (6) months, beginning within six (6) months of the Effective Date of this Agreement; and
 - b. Requests for public assistance or RIDHS information in languages other than English by testers.

S. RIDHS Internal Data Collection. RIDHS shall maintain a record-keeping system that: facilitates coordination between RIDHS central offices, districts and branches; assures that language assistance needs of LEP-applicants and participants are communicated to the Coordinator; and assures the ready availability of data regarding the provision of language assistance services to LEP applicants and participants. RIDHS' record-keeping system shall:

1. Record the primary language spoken by each LEP-applicant and participant in its computer record keeping system.
2. Record the language assistance services provided by RIDHS by:

- a. maintaining logs of services provided by interpreters, which logs shall include the date of service, the office or location where services were provided, and the language interpreted;
 - b. maintaining records of telephonic interpreter services usage, which records shall include the date of service, the amount of usage and the language interpreted; and,
 - c. maintaining logs of services provided by bilingual staff, which logs shall include the date of service, the office or location where services were provided, and the language interpreted; and,
 - d. maintaining records, within LEP applicant or participant records, of utilization of interpreter services provided by family member or friends pursuant to Section IV.K. If the LEP applicant or participant and the assisting family member or friend consent, then the record shall also include the name of the assisting family member or friend. For the purposes of Sections IV.S. and IV.T., the records of family members or friends providing services shall be available and utilized by an audit of representational sampling of cases.
3. Identify, in consultation with USDHHS/OCR, any other data maintained by RIDHS needed to ascertain compliance with this Agreement, which may include but is not limited to:
- a. The number of LEP applicants and participants served, by primary language; and
 - b. The number and type of language assistance services provided.

T. Reporting Requirements to USDHHS/OCR

- A. All reporting requirements found herein shall apply only to those RIDHS programs specifically identified under Section III.A. and any other RIDHS program added by law throughout the duration of this Agreement.

1. Within ninety (90) calendar days of the Effective Date of this Agreement, RIDHS shall submit to USDHHS/OCR written policies and procedures pursuant to Section IV. B. of this Agreement.
2. Within ninety (90) calendar days of the Effective Date of this Agreement, RIDHS shall submit to USDHHS/OCR the data collected pursuant to Sections IV. C.1. and IV S. of this Agreement.
3. Within six (6) months of the Effective Date of this Agreement and every six (6) months thereafter, RIDHS shall submit to USDHHS/OCR a progress report in the form attached, entitled Exhibit A Progress Report, concerning its compliance with the terms of this Agreement. The Progress Report shall reflect the progress and status with regard to specific provisions of this Agreement.

V. Signatures

Sandra Powell
Acting Director
Rhode Island Department of Human Services

Date

Peter K. Chan
Regional Manager, Region I
U.S. Department of Health & Human Services
Office for Civil Rights

Date