

**VOLUNTARY RESOLUTION AGREEMENT BETWEEN  
THE UNITED STATES DEPARTMENT OF JUSTICE, UNITED STATES  
DEPARTMENT OF HEALTH AND HUMAN SERVICES, AND  
THE STATE OF RHODE ISLAND DEPARTMENT OF  
CHILDREN, YOUTH, AND FAMILIES**

**I. BACKGROUND**

1. The Parties to this Voluntary Resolution Agreement (“Agreement”) are:
  - a. The U.S. Department of Justice through the U.S. Attorney’s Office for the District of Rhode Island (“DOJ”), pursuant to its jurisdictional authority under Title II of the Americans with Disabilities Act (“Title II of ADA”), 42 U.S.C. §§12131-12134, and its implementing regulation, 28 C.F.R. Part 35, and the U.S. Department of Health and Human Services (“HHS”), Office for Civil Rights (“OCR”), pursuant to its jurisdictional authority under Title II and Section 504 of the Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. § 794, and its implementing regulation, 45 C.F.R. Part 84, and
  - b. The State of Rhode Island Department of Children, Youth, and Families (“DCYF”).
2. This matter was initiated by four complaints filed with HHS and the U. S. Attorney’s Office for the District of Rhode Island alleging that DCYF failed or was failing to provide parents with disabilities an equal opportunity to participate in and benefit from DCYF’s programs and services. Three complaints specifically allege that DCYF failed to provide sign language interpreter services necessary for effective communication with parents who are deaf, during DCYF child protection investigations or when DCYF removed their children from their homes. The fourth complaint alleges that DCYF based conclusions about the parental capacity on a parent’s disability (epilepsy and co-occurring intellectual disabilities) and failed to provide reasonable modifications to its treatment plan.

**II. LEGAL AUTHORITY**

3. The U.S. Attorney’s Office is authorized under the ADA to determine DCYF’s compliance with Title II of the ADA and Title II’s implementing regulation, and if appropriate, to resolve the matter by informal resolution, such as through the terms of this Agreement. HHS is the designated agency under 28 C.F.R. Part 35, Subpart G, authorized to investigate complaints and conduct compliance reviews of public entities in order to ascertain compliance with Title II of the ADA relating to the provision of health care and social services. If informal resolution is not achieved, the U.S. Attorney’s Office and OCR are authorized to issue findings, and to negotiate and secure voluntary compliance agreements. 28 C.F.R. pt. 35, Subpart F. The Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action to enforce Title II of the ADA.
4. HHS is also responsible for investigating complaints and conducting compliance reviews to determine if recipients of HHS funding operate their programs and activities in compliance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, and its

implementing regulation at 45 C.F.R. Part 84, and, where appropriate, take enforcement actions authorized by law.

5. DCYF is an agency of the State of Rhode Island, under the authority of the Executive Office of Health and Human Services, that administers and provides a child welfare program, children's mental health services, and juvenile corrections services to children and families in Rhode Island.
6. DCYF is a "public entity" within the meaning of Title II of the ADA, 42 U.S.C. § 12131(1)(B).
7. DCYF is a recipient of financial assistance from HHS, including grants under Titles IV-B and IV-E of the Social Security Act, within the meaning of Section 504, and is therefore subject to the requirements of Section 504. *See* 29 U.S.C. § 794.
8. DCYF provides services, programs, and activities, within the meaning of Title II of the ADA and Section 504, including child protective services, family services, foster care, licensing, youth development, family care community partnerships, and, and children's community and behavioral health services. *See* 42 U.S.C. § 12132; 29 U.S.C. § 794.
9. Title II of the ADA and Section 504 provide that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a covered entity, or be subjected to discrimination by any such entity. 42 U.S.C. § 12132; 28 C.F.R. Part 35; 29 U.S.C. § 794; 45 C.F.R. Part 84.
10. Federal regulations further state that a covered entity may not, in providing an aid, benefit, or service, directly or through contractual or other arrangements, deny an individual with a disability the opportunity to participate in or benefit from that aid, benefit, or service. 28 C.F.R. 35.130(b)(1)(i); 45 C.F.R. § 84.4(b)(1)(i). Likewise, a covered entity may not, directly or through contractual or other arrangements, provide a qualified individual with a disability with an aid, benefit, or service that is not equal to the aid, benefit, or service provided to others. 28 C.F.R. 35.130(b)(1)(ii); 45 C.F.R. § 84.4(b)(1)(ii). Nor may the entity provide a qualified individual with a disability with an aid, benefit, or service that is not as effective in affording equal opportunity to obtain the same result or to gain the same benefit from the entity's aid, benefit, or service. 28 C.F.R. 35.130(b)(1)(iii); 45 C.F.R. § 84.4(b)(1)(iii).
11. Federal regulations expressly require covered entities to take appropriate steps to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with others. *See* 28 C.F.R. § 35.160(a)(1). This includes an obligation to furnish appropriate auxiliary aids and services where necessary to afford individuals with communication disabilities an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity of a public entity. 28 C.F.R. § 35.160(b)(1); 45 C.F.R. § 84.52(d).

12. The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the method of communication used by the individual; the nature, length, and complexity of the communication involved; and the context in which the communication is taking place. In determining what auxiliary aid or service is needed, a covered entity must give primary consideration to the requests of individuals with disabilities. In order to be effective, auxiliary aids and services must be provided in accessible formats, in a timely manner, and in such a way as to protect the privacy and independence of the individual with a disability. 28 C.F.R. § 35.160(b)(2).
13. A covered entity has a duty to provide appropriate auxiliary aids and services when necessary to communicate with individuals who are deaf or hard of hearing unless it can demonstrate that doing so would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens. 28 C.F.R. §§ 35.160, 35.164.
14. In addition, a covered entity must not rely on an adult accompanying an individual with a disability to interpret or facilitate communication except in an emergency where there is no interpreter is available or where the individual with a disability specifically requests that the accompanying adult interpret or facilitate communication and reliance on that adult for such assistance is appropriate under the circumstances. 28 C.F.R. § 35.160(c). A public entity must not rely on a minor child to interpret or facilitate communication, except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available. *Id.*
15. Where a covered entity communicates by telephone with applicants and participants, text telephones (TTYs) or equally effective telecommunications systems shall be used to communicate with individuals who are deaf or hard of hearing or have speech disabilities. 28 C.F.R. § 35.160(1)(a).
16. A covered entity must make reasonable modifications in policies, practices, and procedures when necessary to avoid discrimination on the basis of disability, unless the entity can demonstrate that making a modification would fundamentally alter the nature of the service, program, or activity or be an undue financial or administrative burden. Reasonable modifications should be appropriately tailored to the needs of individuals with disabilities, including parents and caretakers with disabilities. *See* 28 C.F.R. § 35.130(b)(7).

### **III. INVESTIGATION**

17. DCYF fully cooperated with the United States' investigation in this matter. As part of the investigation, DOJ and HHS reviewed DCYF's policies, procedures, and practices DCYF utilizes to provide reasonable modifications and auxiliary aids and services to DCYF-involved parents with disabilities. Although DCYF personnel arrange for sign language interpreters in some circumstances, DCYF has not taken appropriate steps to ensure that communications with parent and caretakers with hearing disabilities are effective as communications with others. DCYF lacks sufficient policies and procedures and related

training to ensure that DCYF fulfills its obligations under Title II of the ADA and Section 504 to provide reasonable modifications and auxiliary aids and services in a timely manner.

18. The Parties have determined that these matters can be resolved without further investigation or enforcement action and have agreed to remediate the identified issues through the terms of this Agreement.

#### **IV. DEFINITIONS**

19. The term “Auxiliary Aids and Services” means (a) Qualified interpreters on-site or through video remote interpreting (“VRI”) services; notetakers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (“TTYs”), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing; (b) Qualified readers; taped texts; audio recordings; Brailled materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs (“SAP”); large print materials; accessible electronic and information technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision; (c) Acquisition or modification of equipment or devices; and (d) Other similar services and actions. 28 C.F.R. § 35.104.
20. The term “Qualified Interpreter” means an interpreter who, via an on-site appearance or VRI service, is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. 28 C.F.R. § 35.104. Qualified interpreters include, for example, sign language interpreters, oral transliterators, tactile interpreters, and cued-language transliterators. Whether or not a particular interpreter is qualified will depend upon the form of communication that the Constituent at issue typically uses. For purposes of this Agreement, a Qualified Interpreter must be knowledgeable with terminology used in child welfare contexts.
21. The term “Constituent” shall be broadly construed to include any individual who is seeking access to, or participating in, the services, programs, or activities of DCYF, including but not limited to, parents, foster or adoptive parents, children, or other caregivers with respect to any of DCYF’s investigations, proceedings, or services. A service includes, but is not limited to, involuntary participation in DCYF’s programs and services.
22. The term “DCYF Personnel” means all DCYF employees or contractors who routinely have contact with Constituents or members of the general public.
23. The term “Service Provider” means any entity, including contractors, vendors, or other state agencies, that provides services to DCYF Constituents, in connection with a DCYF matter,

including but not limited to providers of preventative and family support services, family therapists, mental health testing and counseling providers, substance use testing and treatment providers.

## **V. CORRECTIVE ACTION**

### **A. General Non-Discrimination and Effective Communication Provisions**

24. DCYF shall provide Constituents with disabilities (including but not limited to those who are deaf or hard of hearing) with an equal opportunity to participate in, and enjoy the benefits of, its services, programs, or activities, as required by this Agreement, the ADA, and Section 504.
25. DCYF shall take appropriate steps to ensure that communications with Constituents with communication disabilities are as effective as communication with other Constituents. DCYF will furnish appropriate Auxiliary Aids and Services when necessary to afford Constituents with communication disabilities an equal opportunity to participate in, and enjoy the benefits of, DCYF's services, programs, and activities.
26. DCYF will not coerce, intimidate, threaten, interfere, or engage in other discriminatory or retaliatory conduct against anyone because he or she has either taken action or participated in an action to secure rights protected by the ADA or Section 504, including making a request for reasonable modifications or Auxiliary Aids or Services or filing a disability discrimination complaint.
27. DCYF will ensure that DCYF Service Providers comply with Title II of the ADA and Section 504 when providing child welfare services.
28. DCYF will adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging disability discrimination, and will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under the ADA and Section 504, including any investigation of any complaint communicated to it alleging noncompliance or otherwise alleging disability discrimination.
29. DCYF will ensure that no surcharge will be placed on a Constituent with a disability to cover the costs of measures, such as the provision of Auxiliary Aids or Services or reasonable modifications, that DCYF is required to provide such Constituents with nondiscriminatory treatment.

### **B. Policy and Procedures**

30. Within ninety (90) days of the Effective Date this Agreement, DCYF will develop a draft policy and operating procedures that provide direction and guidance to DCYF personnel regarding DCYF's obligation to provide Auxiliary Aids and Services to Constituents with communication disabilities ("Communication Policy"). Within ninety (90) days of the Effective Date this Agreement, DCYF will submit it to DOJ and HHS for review and

approval. Upon receipt of the draft Communication Policy from DCYF, DOJ and HHS will review and provide comments to DCYF, which must be incorporated by DCYF. Within one (1) month of receiving any comments from DOJ and HHS, DCYF will implement the Communication Policy and will distribute it to all DCYF personnel, and will maintain its implementation for, at minimum, the term of this Agreement. DCYF will also incorporate the content of the Communication Policy into the training discussed in Paragraph 50.

31. Any proposed revisions to the Communication Policy during the term of the Agreement must be reviewed and approved by DOJ and HHS before being implemented by DCYF, which approval shall not be unreasonably withheld. Once any revisions to the Policy are implemented, DCYF will update its training materials for the trainings required by Paragraph 51 to reflect the revised Policy and highlight substantive changes to the Policy in any subsequent trainings.

32. DCYF's Communication Policy will contain or address the following:

- a. A process for DCYF personnel to respond to requests for Auxiliary Aids and Services and to promptly identify the communication needs of Constituents who are deaf or hard of hearing, including how to document communication assessments and requests in the Constituent's case file, where appropriate, including:
  1. The type of Auxiliary Aid or Service necessary to ensure effective communication will vary in accordance with the method of communication used by the individual, the nature, length and complexity of the communication involved; and the context in which the communication is taking place.
  2. In determining what types of Auxiliary Aids and Services are necessary, DCYF will give primary consideration to the requests of individuals with communication disabilities. "Primary consideration" will mean that DCYF will honor the request for a particular Auxiliary Aid or Service, unless DCYF can demonstrate that another equally effective means of communication is available or unless providing the requested Auxiliary Aid and Service would fundamentally alter DCYF's service, program, or activity or would result in an administrative or financial burden.
  3. DCYF must furnish, or ensure that Service Providers furnish, a Qualified Interpreter when necessary for communications with Constituents. The following are examples of circumstances when it may be necessary to provide Qualified Interpreters:
    - (i) Communications regarding an explanation of a Constituents' rights, responsibilities, or obligations;
    - (ii) Assessments and Testing, including but not limited to safety assessments, chemical dependency assessments (other than simple blood draws), mental health evaluations, family and parenting assessments, and home visits;
    - (iii) Obtaining assent to any legally binding agreement;

- (iv) Services mandated by agreement with DCYF or any court, including but not limited to family therapy, mental health counseling; substance use treatment or testing (other than simple blood draws); service planning meetings; and visitation with children;
  - (v) Voluntary services offered by DCYF to support parents; and
  - (vi) Court appearances and mediations, including emergency hearings.
- b. A process for DCYF personnel to promptly arrange for and provide Auxiliary Aids and Services, including the appropriate steps for unscheduled encounters and foreseeable emergency situations that occur in the normal course of DCYF's operations.
1. DCYF will not require Constituents with a disability to bring another individual to interpret or facilitate communication.
  2. DCYF will not rely on an adult friend or family member of the Constituent with communication disabilities to interpret except:
    - (i) In an emergency involving an imminent threat to the safety of an individual or the public where there is no interpreter available; or
    - (ii) Where the Constituent with communication disabilities specifically requests that the adult friend or adult family member interpret, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances.
  3. DCYF will not rely on a minor child to interpret except in an emergency involving an imminent threat to the safety of an individual or the public where there is no interpreter available.
33. DCYF will publish this policy language on its intranet in a conspicuous manner that is easily available to all DCYF personnel for the duration of this Agreement. DCYF will also include information about how to request Auxiliary Aids and Services, the grievance mechanism, and the contact information for the ADA/Section 504 Coordinator at this intranet location.

**C. Video Remote Interpreting**

34. If, at any point during the term of this Agreement, DCYF opts to use VRI with Constituents to provide Qualified Interpreters, DCYF agrees to abide by the following terms:
- a. The VRI will have real-time, full-motion video and audio over a dedicated high speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images and clear audible transmission of voices that comply with the requirements of 28 C.F.R. § 35.160(d).

- b. DCYF personnel using VRI must have adequate training in the technology so that DCYF can quickly and efficiently set up and operate the VRI service. 28 C.F.R. § 35.160(d); and
- c. DCYF personnel will not rely upon VRI in circumstances where it would be incompatible with effective communication, including but not limited to circumstances where the Constituent has limited ability to see or hear exchanges of information; limited ability to move head, hands, or arms; or cognitive issues that impact ability to communicate using VRI.

**D. Notice to the Public**

- 35. Within sixty (60) days of DOJ and HHS' approval of DCYF's Communication Policy under Section V(B), DCYF will develop a short, plain language document (at an appropriate literacy level) to notify Constituents of DCYF's Communication Policy ("Communication Policy Notice"), including, but not limited to:
  - a. the process to make a request for Auxiliary Aids and Services;
  - b. the contact information for the ADA/504 Coordinator; and
  - c. the process to initiate related grievances, as detailed in Paragraph 48.
  - d. The Communication Policy Notice must also make clear that the availability and use of DCYF's grievance process does not prevent a person from filing a complaint of disability discrimination with the DOJ and/or HHS, and should include relevant contact information for both federal agencies.
- 36. DCYF will provide the Communication Policy Notice to DOJ and HHS' for review and approval prior to making it publicly available.
- 37. Upon DOJ and HHS' approval of the Communication Policy Notice, DCYF will provide a copy to every Constituent who is or becomes involved with the DCYF during the term of this Agreement—(i) beginning when DCYF investigates a report of suspected neglect or abuse, receives a request for services, or an order or referral from court, and (ii) at the first case management or service planning meeting with the family thereafter. If the case involves a Constituent with a communication disability, this notice shall be provided to the family at least once a year for the duration of the case.
- 38. Within thirty (30) days of receiving the DOJ and HHS' approval of the Communication Policy Notice, DCYF will post the approved Communication Policy Notice in an accessible manner (e.g., conforming to the voluntary Web Content Accessibility Guidelines (WCAG) 2.0 AA standards) and in a conspicuous location on its homepage, currently located at <https://dcyf.ri.gov/>.

39. Within thirty (30) days of receiving DOJ and HHS' approval of the Communication Policy Notice, DCYF will conspicuously post the Communication Policy Notice at the entrance or check in desk of each of its physical child welfare offices.

**E. Interpreter Services Providers**

40. Within sixty (60) days of this Agreement, for services provided directly by DCYF, including but not limited to interview, investigations, service planning meetings, consultation, and supervision of visitation, DCYF shall ensure that it has sufficient contracts or other appropriate arrangements in place to provide for Qualified Interpreters whenever necessary to ensure effective communication with Constituents in the geographical area where services are located in the state of Rhode Island. The contracts or other arrangements shall include requirements to provide services on the same timeframes upon which DCYF operates its services (*i.e.* if DCYF has timely response obligations of 48 hours, the contract or arrangement must indicate that interpreters can be requested and will be made available on short notice sufficient to meet those requirements).
41. DCYF will monitor the availability and response times for requests for a Qualified Interpreters, including unscheduled encounters and foreseeable emergency situations that occur in the normal course of DCYF's operations. Any deviations from the applicable response times will be documented in the Auxiliary Aid and Service Log described in Paragraph 53, and, if applicable, addressed with the interpreter services provider.

**F. DCYF Service Providers**

42. Within ninety (90) days of this Agreement, DCYF will obligate Service Providers to comply with Title II of the ADA and Section 504 in all contracts or other arrangements to provide DCYF services.
43. Within sixty (60) days of this Agreement, DCYF shall develop a process for informing Service Providers when reasonable modifications or Auxiliary Aids and Services may be necessary for a Constituent with a disability.
44. Within ninety (90) days of this Agreement, take steps to ensure that Service Providers provide reasonable modifications and Auxiliary Aids and Services to Constituents disabilities.

**G. ADA/Section 504 Coordinator**

45. Within thirty (30) days of this Agreement, DCYF will designate at least one employee to serve as its ADA/504 Coordinator for the duration of this Agreement. The ADA/504 Coordinator will be someone with training in the requirements of Title II of the ADA and Section 504.
46. The ADA/Section 504 Coordinator will coordinate DCYF's efforts to comply with and carry out its responsibilities under Title II of the ADA and Section 504 The ADA/Section 504

Coordinator will be involved in the drafting of policies and training consistent with Paragraphs 31 and 51 and ensuring the appropriate distribution and attendance at each respectively. The ADA/Section 504 Coordinator will coordinate DCYF's timely investigation of and response to all grievances as set forth in Paragraph 48, including effective communication issues related to DCYF's use of Service Providers.

47. The ADA/Section 504 Coordinator will also be responsible for ensuring compliance with this Agreement, including providing the reporting required by Paragraphs 55 and responding to requests for information from DOJ and HHS as set forth in Paragraph 57.

## **H. Grievance Procedures**

48. DCYF will implement a grievance resolution mechanism for receiving and responding to disputes regarding effective communication with Constituents with communication disabilities. In particular:
- a. DCYF will maintain records of all grievances regarding effective communication, whether oral or written, made to DCYF and actions taken with respect thereto.
  - b. A written response to any grievance shall be provided to the complainant as soon as is practicable, but in no event longer than thirty (30) days of receipt of the grievance.
  - c. The resolution of each grievance must be equitable, timely, and consistent with the requirements of the ADA and Section 504.
  - d. Copies of all grievances regarding effective communication and the responses thereto will be maintained by the ADA/504 Coordinator for the entire duration of this Agreement and reported to DOJ and HHS in the manner set forth in Paragraph 56.

## **I. Training**

49. Within thirty (30) days after implementing the Communication Policy, as described in Paragraph 31, DCYF will provide draft training materials and submit to DOJ and HHS for review and comment.
50. The training will cover all areas of this Agreement, including nondiscrimination obligations, DCYF's obligations to provide reasonable modifications and effective communication under Title II of the ADA and Section 504; DCYF's Communication Policy and related procedures regarding how and when to request an interpreter; DCYF's ADA/Section 504 Coordinator, DCYF's grievance procedure, and the documentation requirements of this Agreement.
51. DCYF will train all DCYF personnel within ninety (90) days of receiving DOJ and HHS' approval of the training materials. DCYF will train all new hires within thirty (30) days of the start of their employment. DCYF will conduct a refresher training annually on these topics throughout the course of this Agreement.

52. DCYF will keep a log or sign in sheets for each training and shall include certifications about the state of DCYF's compliance with its training obligations in each compliance report, as discussed in Paragraph 56.

**J. Auxiliary Aid and Service Log**

53. DCYF will maintain a log in which requests for Auxiliary Aids and Services for Constituents with communications disabilities will be documented. The log will indicate:

- a. The name of the Constituent;
- b. The type of the Auxiliary Aid or Service requested;
- c. The time and date the request was made by the Constituent (or the need was identified by DCYF personnel);
- d. The time and date of the service or event at issue;
- e. The time and date the request was fulfilled, noting any deviation from the applicable response times; and
- f. The type of the Auxiliary Aid or Service provided, and if different from what was requested, a statement and explanation as to why the requested Auxiliary Aid or Service was not provided, including a description of any alternative Auxiliary Aid or Service provided by DCYF.

54. If the requested Auxiliary Aid or Service was not provided or was not provided in the timeframe requested, the log shall contain a statement explaining why and what attempts were made to effectively communicate with the Constituent. Such logs will be maintained by the ADA/Section 504 Coordinator for the entire duration of the Agreement, and will be incorporated into the Compliance Reports as described in Paragraph 56 of this Agreement. Such logs will include information gathered from Service Providers who have contractual responsibility for providing Auxiliary Aids and Services. DCYF and the relevant Service Providers will implement the Auxiliary Aid and Service Log no later than sixty (60) days following execution of this Agreement.

**K. Reporting and Monitoring**

55. During the term of this Agreement and beginning as of the Effective Date of this Agreement, DCYF will report every four months, and once thirty (30) days prior to end of the term of the Agreement, to DOJ and HHS as to its compliance with this Agreement. All notifications under this Agreement, including the reports, shall be forwarded by electronic mail or regular mail to the below addresses or to the designated U.S. Attorney's Office and HHS employees handling this matter, should the assignment change (in which case DCYF will receive notice of the change in writing from the U.S. Attorney's Office and HHS):

Amy Romero  
Assistant United States Attorney  
District of Rhode Island  
50 Kennedy Plaza, Suite 8th Floor  
Providence, RI 02903  
[Amy.Romero@usdoj.gov](mailto:Amy.Romero@usdoj.gov)

Susan Pezzullo Rhodes  
Regional Manager  
Office for Civil Rights  
JFK Federal Building, Room 1875  
Boston, MA 02203  
[Susan.rhodes@hhs.gov](mailto:Susan.rhodes@hhs.gov)

56. The quarterly compliance reports shall describe efforts to comply with the terms of this Agreement and shall include:
- a. any revised policies and procedures, including the Communication Policy described in Paragraph 31;
  - b. the information required in Auxiliary Aid and Service Log described in Paragraphs 53 and 55;
  - c. any information documenting that DCYF has made sufficient arrangements to provide Auxiliary Aids and Services in a timely manner as described in Paragraphs 32 and 40;
  - d. a report describing how DCYF monitors the timeliness in providing Qualified Interpreters and addressed any deviations as described in Paragraph 41;
  - e. a report describing how DCYF ensures that Service Providers provide reasonable modifications and Auxiliary Aids and Services for Constituents with disabilities as described in Paragraphs 44 and 45;
  - f. the information maintained in the grievance records described in Paragraph 48, including the number of grievances received by DCYF from Constituents regarding Auxiliary Aids and Services and/or effective communication, and the resolution of such grievances including any supporting documents (DCYF will also report any effective communication related complaints it receives or becomes aware of outside of its formal grievance process, including but not limited to lawsuits or complaints made to other state or federal agencies);
  - g. the information required regarding training performed describe in Paragraph 50; and
  - h. a report of any other actions taken with respect to the other requirements in this Agreement during the period of reporting.

57. DCYF will maintain records to document the information contained in the Compliance Reports and will make them available, upon request, to DOJ and HHS.

## **VI. ENFORCEMENT AND MISCELLANEOUS PROVISIONS**

58. Duration of the Agreement. This Agreement will be in effect for three (3) years from the Effective Date.

59. Enforcement. In consideration of the terms of this Agreement as set forth above, DOJ and HHS agree to refrain from undertaking further investigation of DJ # 204-66-74, USAO # 2021V00064, OCR # 01-20-363830, and OCR # 01-20-360008, or from filing a civil suit in these matters, except as provided in Paragraph 61. Nothing contained in this Agreement is intended or shall be construed to limit or waive the investigative or enforcement authority of DOJ or HHS with respect to any other discrimination complaints or compliance reviews under Title II of the ADA or Section 504.

60. Compliance Review and Enforcement. DOJ and HHS may review compliance with this Agreement at any time and can enforce this Agreement if DOJ or HHS believes that it or any requirement thereof has been violated by instituting a civil action in U.S. District Court. If DOJ or HHS believes that this Agreement or any portion of it has been violated, it will raise its claim(s) in writing with DCYF, and the parties will attempt to resolve the concern(s) in good faith. DOJ and HHS will allow DCYF thirty (30) days from the date it notifies DCYF of any breach of this Agreement to cure said breach, prior to instituting any court action to enforce the ADA, Section 504 or the terms of the Agreement.

61. Entire Agreement. This Agreement and the attachments hereto constitute the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written agreement, shall be enforceable. This Agreement is limited to the facts set forth herein and does not purport to remedy any other potential violations of the ADA, Section 504, or any other federal law.

62. Binding. This Agreement is final and binding on the parties, including all principals, agents, executors, administrators, representatives, successors in interest, beneficiaries, assigns, heirs, and legal representatives thereof. Each party has a duty to so inform any such successor in interest.

63. Signatories. The signatories represent that they have the authority to bind the respective parties identified below to the terms of this Agreement.

64. Non-Waiver. Failure by any party to seek enforcement of this Agreement pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to other instances or provisions.

65. Effective Date. The effective date of this Agreement is the date of the last signature below.
66. Execution. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. Electronically transmitted signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

AGREED AND CONSENTED TO:

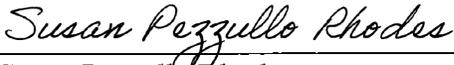
FOR THE UNITED STATES DEPARTMENT OF JUSTICE:

ZACHARY A. CUNHA  
United States Attorney  
District of Rhode Island

  
\_\_\_\_\_  
Amy R. Romero  
Assistant United States Attorney  
District of Rhode Island

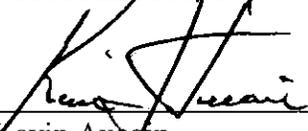
3/30/22  
\_\_\_\_\_  
Date

FOR THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES:

  
\_\_\_\_\_  
Susan Pezzullo Rhodes  
Regional Manager, New England Region  
Office for Civil Rights  
Boston, MA 02203

3/30/2022  
\_\_\_\_\_  
Date

FOR THE STATE OF RI DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES:

  
\_\_\_\_\_  
Kevin Auccin  
Acting Director  
RI Department of Children, Youth and  
Families

3-15-2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Patricia Hessler  
Executive Legal Counsel  
RI Department of Children, Youth and  
Families

3-25-2022  
\_\_\_\_\_  
Date