

**VOLUNTARY COMPLIANCE AGREEMENT**  
between  
**THE OFFICE FOR CIVIL RIGHTS**  
**UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES**

and  
**GEORGIA DEPARTMENT OF HUMAN RESOURCES,**  
**DIVISION OF FAMILY AND CHILDREN SERVICES**

**OCR REFERENCE NO:04-00-7015, 04-00-7016, 04-00-7017, 04-00-7054, 04-00-7055, 04-00-7056, 04-00-3068, 04-00-3069, 04-00-3129**

**I. BACKGROUND**

- A. The parties to this Voluntary Compliance Agreement (Agreement) are the Division of Family and Children Services (DFCS), Georgia Department of Human Resources (GDHR), and the Office for Civil Rights (OCR), United States Department of Health and Human Services (DHHS). DFCS is the state entity responsible for administering the federally funded Temporary Assistance to Needy Families (TANF) program. As a recipient of Federal financial assistance, DFCS is subject to Title VI of the Civil Rights of 1964 (Title VI), and implementing regulation as found at 45 C.F.R. Part 80; Section 504 of the Rehabilitation Act of 1973 (Section 504), and implementing regulation at 45 C.F.R. Part 84. As an instrumentality of the State responsible for administering the TANF program, DFCS is also subject to Title II of the Americans with Disabilities Act (ADA), and implementing regulation at 28 C.F.R. Part 35.
- B. On March 15, 2000, OCR initiated compliance reviews of the TANF program as implemented by DFCS and five counties within the State of Georgia. The subject reviews were commenced in furtherance of an OCR national priority enforcement initiative, and as a result of concerns brought to OCR's attention by the Georgia Legal Services Corporation, Inc.. The issues covered in these reviews concerned whether: the DFCS implements appropriate policies, practices and procedures to ensure that disabled TANF clients are provided equal opportunities to participate in, and/or, benefit from, employment training, referral, and placement programs and activities and otherwise provided reasonable accommodations/auxiliary aids (including but not limited to modification of policies), as required under Section 504 and the ADA; and, whether DFCS institutes appropriate policies, practices and procedures to ensure that the employment training, referral, and placement opportunities made available to minorities are comparable to those provided to their similarly situated White counterparts, as required under Title VI. Subsequent to the initiation of the compliance reviews, OCR received three complaints (i.e., Docket Numbers: 04-00-3068, 04-00-3069, and 04-00-3129) alleging that DFCS administers

the TANF program in ways which violate the rights of identified disabled clients, as prohibited under Section 504 and the ADA. The remedial measures set forth in this Agreement are also intended to resolve the allegations raised in each of the foregoing individual complaints.

- C. The evidence compiled during the course of OCR's investigation did not disclose that DFCS was administering the TANF program in violation of Title VI. Consequently, this issue is not included in this Agreement and will be addressed in a separate letter of findings issued to the entities investigated with respect to this matter. However, OCR's investigation did raise legitimate concerns regarding whether the TANF program was being implemented consistent with the requirements of Section 504 and ADA. In light of these concerns, the DFCS has agreed to work with OCR in a prompt and cooperative fashion to resolve these matters.**
- D. This Agreement is a compromise of disputed issues in a government investigation. The parties to this Agreement and no other person or entity shall have standing to seek enforcement of this Agreement. This Agreement is not intended to create any right of action to enforce its terms by any third party.**
- E. DFCS willingness to enter into this Agreement shall not be construed as an admission or evidence that it has not complied with Section 504 or the ADA.**

## **II. GENERAL PROVISIONS**

- A. In consideration of OCR agreeing to forego issuing formal findings resulting from its investigations as referenced above, DFCS agrees to voluntarily enter into this Agreement.**
- B. The parties agree that the resolution of the issues addressed in this Agreement is intended to be without prejudice to any other compliance review or complaint investigation that may be pending before OCR, now or in the future.**
- C. OCR agrees to provide ongoing technical assistance as requested by DFCS to implement this Agreement.**
- D. OCR agrees to bring to the attention of DFCS any complaints against the agency received by OCR within 1 year of the signing of this Agreement which involve matters addressed herein in order to attempt resolution before investigative activity is initiated.**

- E. DFCS shall not retaliate, intimidate, threaten, coerce, or discriminate against any person who has filed a complaint, testified, assisted, or participated in any manner in the investigation of the matters addressed in this Agreement.
- F. OCR places no restriction on the publication of the terms of this Agreement. In addition, 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 regulation, 45 C.F.R. Part 5.

### III. SPECIFIC PROVISIONS

DFCS agrees to take the actions set forth below in order to address concerns arising from OCR's investigation of whether the agency is conducting certain aspects of the TANF program consistent with Section 504 and the ADA:

- A. Within ten (10) days of the signing of this Agreement, DFCS agrees to delegate specific duties to its ADA/504 Coordinator to facilitate overall coordination of the agency's efforts to comply with the ADA/Section 504. The delegated duties shall include, at minimum, responsibility for:
- Conducting periodic reviews of all the division's policies and procedures implemented to administer the TANF program to ensure compliance with the ADA/Section 504
  - Keeping abreast of all Federal regulations, policies, directives, guidances, etc., regarding the division's obligations and responsibilities arising under the ADA/Section 504
  - Serving on all division (and department, as appropriate) work groups regarding the ADA/Section 504
  - Ensuring the development and maintenance of tracking systems to evaluate the provision of services to disabled TANF clients
  - Ensuring the development of policies and procedures to facilitate the filing and handling of complaints/grievances by clients concerning the agency's failure to comply with the ADA/Section 504
  - Maintaining a record of complaints filed by/or on behalf of disabled clients and participating in the resolution of any such complaints
  - Coordinating training of division staff, particularly all line TANF staff, regarding the agency's responsibility to conduct the TANF program in compliance with the ADA/Section 504
  - Ensuring the development of monitoring procedures not only to evaluate

both the state agency's and local offices' compliance with the ADA /Section 504, but also to compile and maintain monitoring reports regarding the same.

- Ensuring that all entities that provide benefits, services or programs for TANF clients by contract or other arrangements with DFCS are made aware of their responsibilities under the 504/ADA Implementation Plan.

Within fifteen (15) days of signing of this Agreement, DFCS shall submit to OCR the identification of its ADA/504 Coordinator and provide a position description reflecting the duties identified above.

- B. Within ten (10) days of the signing of this Agreement, DFCS agrees to modify its "Implementation Plan for Disabled TANF Clients" as follows:**
- 1. Incorporate provisions to require that the Disability Work Group shall meet, at minimum, on a quarterly basis until all items identified in the implementation plan have been completed. Within seven (7) days after the signing of this Agreement, DFCS shall: (a) invite representative(s) from Georgia Legal Services, Inc., to serve on the Work Group; and (b) extend an invitation to an OCR representative to serve as an ex-officio member of the Work Group for the purpose of providing technical assistance.**
  - 2. The Plan shall be revised to reflect new implementation dates which are consistent with the specific provisions and general terms of this Agreement. The provisions regarding the ADA/Section 504 staff training shall be modified to specify a time-line for the completion of training for all TANF staff statewide. The Plan shall be expanded to include a training agenda which shall be developed and submitted to OCR for review and approval no later than 60 days from signing of this Agreement. DFCS shall begin offering the subject training no later than 90 days from the signing of this Agreement.**
  - 3. The new ADA notice provided to clients shall be revised to read "Title II of the ADA and Section 504 of the Rehabilitation Act".**
  - 4. A provision shall be added to the Plan to address the development of a monitoring tool, containing features comparable to the one currently utilized by the state for Title VI monitoring responsibilities (i.e., Form 723), to assess compliance by the counties with the ADA/Section 504. DFCS agrees to develop the subject ADA/Section 504 monitoring instrument within 60 days of signing of this Agreement, and shall submit the same to OCR for review and approval within 30 days of development of the same. Within 60 days of**

signing of this Agreement, DFCS agrees to develop policies and procedures to conduct ADA/Section 504 monitoring, and to submit them to OCR for review and approval within 30 days of completion of the same.

5. Within 60 days of signing of this Agreement, DFCS agrees to develop and incorporate in the Plan the specific procedures the agency will institute to identify clients with disabilities. Within 30 days of development of these procedures, DFCS agrees to submit them to OCR for review and approval. The plan shall be revised to indicate the particular procedures that the agency will institute to identify clients with disabilities.
  6. Within 60 days of signing of this Agreement, DFCS agrees to develop and incorporate in the Plan the measures the agency will implement to identify the specific limitations to employment training/referral/placement/etc. as posed by disabled clients' conditions. Within 30 days of development of these procedures, DFCS agrees to submit them to OCR for review and approval.
  7. Within 60 days of signing of this Agreement, DFCS agrees to develop and incorporate in the Plan policies and procedures addressing the agency's commitment to make reasonable modifications to its programs, policies, practices as necessary to enable disabled clients to effectively participate in its employment training/referral/placement/etc., programs or activities. Within 30 days of development of these procedures, DFCS agrees to submit them to OCR for review and approval.
  8. DFCS agrees to institute the revisions required in its "Implementation Plan" consistent with the guidelines and principles set forth in the "Policy Guidance - Prohibition Against Discrimination on the Basis of Disability in the Administration of TANF (Temporary Assistance for Needy Families)" as issued by OCR on January 19, 2001.
- C. Pursuant to Item 5 of the agency's "Implementation Plan", DFCS agrees to convene a meeting with OCR representatives and the attorneys representing the aggrieved parties in the complaints identified above to review and discuss the measures the agency must take, and the services it must provide, to address the particular needs of each complainant. DFCS acknowledges that in order to satisfy its compliance obligations under the ADA/Section 504, it must undertake corrective steps, as appropriate, with respect to each client identified in the subject complaints which are consistent with not only the provisions of this Agreement, but also with the

**TANF policy guidance referenced above. The meeting contemplated by this paragraph shall take place within 7 days of the signing of this Agreement.**

- D. DFCS agrees to undertake appropriate steps to ensure that each county office has made necessary arrangements to facilitate effective communication with sensory-impaired clients. Necessary steps must include specific arrangements to secure qualified sign language interpreters for hearing impaired clients. Within 90 days of the signing of this Agreement, DFCS agrees to provide OCR with documentation concerning the arrangements made by each county office to secure sign language interpreters, and the procedures and measures each will institute to notify staff and clients regarding the same. In addition, this information shall be included as standard information for new employees in identifying services provided to clients.**
- E. Within 90 days of the signing of this Agreement, DFCS agrees to develop and implement specific procedures to determine if each TANF client referred to the Division of Rehabilitation Services (DRS) for evaluation needs any reasonable accommodation/auxiliary aids in order to participate effectively in DRS' evaluation. The subject procedures shall specify that in screening clients for referral to DRS, the DFCS case manager shall fully explain to the client what will be required in the DRS evaluation (i.e. location, hours/length of evaluation, testing to be preformed, etc.). They shall also indicate that following this explanation, case managers will be required to inquire if there are any special accommodations/auxiliary aids clients will need in order to complete the evaluation. These procedures shall stipulate that case managers document the file for any accommodation/auxiliary aids requested, and make it their responsibility to coordinate with DRS to provide the same for clients. It shall be further noted that at any time during the DRS evaluation the case manager is made aware of the client's need for accommodation/auxiliary aids, the case manager will be required to contact DRS for coordination of provision of the same.**

**Within 30 days after the development and implementation of the procedures addressed above, DFCS shall submit to OCR a copy of the instructions/briefings provided to case managers regarding their responsibilities in this regard.**

- F. Within 90 days of the signing of this Agreement, DFCS agrees to develop and institute policies and procedures to carry out its efforts to reach clients that may have been terminated from the TANF program, and who may not have been properly assessed for disability. The policy/procedures developed for this purpose shall specify that the agency will start with a review of all clients that have been identified as having received lifetime sanctions. They shall also indicate other methods, to be determined through its computer system, which may be used to**

identify and contact all other similarly situated clients.

Within 120 days of the signing of this Agreement, DFCS shall submit to OCR a report on its efforts to comply with this provision. For 1 year following submission of this initial report, DFCS shall submit to OCR a similar report every 3 months.

**IV. ENFORCEMENT**

- A. Within 20 days of receiving any of the required reports identified herein, OCR shall notify DFCS of the adequacy of the information and/or actions.
- B. The parties agree that if at any time OCR determines that DFCS has failed to comply with the terms of this Agreement, OCR will notify DFCS in writing. The notice shall include a statement of the basis for OCR's determination and allow DFCS 15 days to explain in writing the reasons for its actions. The time frame allowed for DFCS' response may be less than 15 days whenever OCR determines that a delay would result in irreparable injury to affected parties. If DFCS does not respond to the notice or, upon review of DFCS' response, OCR finds that DFCS has not complied with any provision of the Agreement, OCR may request the initiation of administrative or judicial enforcement proceedings, including a civil action in federal district court seeking specific performance of the provisions of this Agreement, or take other appropriate action to secure DFCS' compliance with the applicable statute or regulation. Additionally, evidence regarding DFCS's alleged violation of the Agreement may be introduced by OCR in any enforcement proceedings or other appropriate action that may be initiated. Violations of this Agreement may subject DFCS to sanctions set forth in the statute or regulation authorizing enforcement or other appropriate action.
- C. Failure by OCR to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of OCR's right to enforce other deadlines and provisions of this Agreement.
- D. DFCS agrees to retain the records and to provide written documentation required under this Agreement. DFCS also agrees to provide other information and allow OCR access to resources under its control as may be requested and necessary to assure OCR that the provisions of this Agreement have been fulfilled.
- E. This Agreement constitutes the entire agreement between DFCS and OCR 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.

- F. This Agreement may be modified by mutual agreement of the parties in writing.
- G. The signer of this document for DFCS represents that he or she is authorized to bind DFCS to this Agreement.

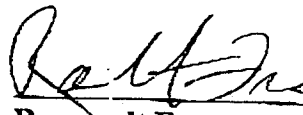
V. SIGNATURES

The following parties enter into this Agreement:



Juanita Blount-Clark  
Director  
Division of Children and  
Family Services, GDHR

Date: 2/28/01



Roosevelt Freeman  
Regional Manager  
DHHS, Office for Civil Rights  
Region IV

Date: 2/28/01