

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

and
ALABAMA DEPARTMENT OF HUMAN RESOURCES,
DIVISION OF FAMILY ASSISTANCE

**OCR REFERENCE Nos: 04-00-7147, 04-00-7148, 04-00-7149, 04-00-7150, 04-00-7151, and
04-00-7152**

I. BACKGROUND

- A. The parties to this Voluntary Compliance Agreement (“Agreement”) are the Alabama Department of Human Resources (“ADHR”), Family Assistance Division (“FAD”) and the Office for Civil Rights (“OCR”), United States Department of Health and Human Services (“DHHS”). ADHR,FAD is the state entity responsible for administering the federally funded Temporary Assistance to Needy Families (TANF) program. As a recipient of Federal financial assistance, ADHR,FAD is subject to 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, ADHR,FAD is also subject to title II of the Americans with Disabilities Act (“title II” or “ADA”), and implementing regulation at 28 C.F.R. Part 35.**
- B. On May 23, 2000, OCR initiated compliance reviews of the TANF program as implemented by ADHR,FAD and five counties within the State of Alabama. The subject reviews were commenced in furtherance of an OCR national priority enforcement initiative. The issue covered in these reviews concerned whether the ADHR,FAD implements appropriate policies, practices and procedures to ensure that disabled TANF clients are provided reasonable accommodations/auxiliary aids, and otherwise provided equal opportunities to participate in, and/or, benefit from, employment training, referral, and placement programs and activities, as required under section 504 and the ADA.**
- C. The evidence compiled during the course of OCR’s investigations raised legitimate concerns regarding whether the TANF program is being implemented consistent with the requirements of section 504 and title II. In light of these concerns, the ADHR,FAD 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.**

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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. ADHR,FAD's 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.**
- F. In reliance on the promises made by ADHR, FAD in this Agreement, OCR shall suspend further administrative action on each of the compliance activities referenced above subject to ADHR,FAD's continued performance of its obligations under this Agreement.**

II. GENERAL PROVISIONS

- A. In consideration of OCR agreeing to forego issuing formal findings resulting from its investigations as referenced above, ADHR, FAD 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 ADHR,FAD to implement this Agreement.**
- D. ADHR, FAD 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 matter addressed in this Agreement.**
- E. 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 CF.R. Part 5.**

III. SPECIFIC PROVISIONS

ADHR, FAD 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:

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- A. Within one hundred-twenty (120) days of the signing of this Agreement, ADHR,FAD agrees to make reasonable modifications to its programs, policies, and practices as necessary to ensure that clients with disabilities are provided means to effectively participate in its TANF programs and activities including employment training/referral/placement/etc.. Specifically, modifications should include, but not be limited to:**
- (1) development of appropriate screening tools to identify clients with disabling conditions, including mental and learning disabilities;**
 - (2) provision of specific guidance to case managers regarding uniform use of resources for comprehensive assessments of clients claiming disabilities;**
 - (3) revising policies to include specific procedures to determine if each TANF client referred to the Vocational Rehabilitation Services (VRS) for evaluation needs any reasonable accommodation/auxiliary aids in order to participate effectively in VRS' evaluation. The subject procedures shall specify that in screening clients for referral to VRS, the case manager shall fully explain to them what will be required in the VRS 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 VRS to provide the same for clients. It shall be further noted that at any time during the VRS evaluation the case manager is made aware of the client's need for accommodation/auxiliary aids, the case manager will be required to contact VRS to coordinate provision of the same.;**
 - (4) development of policies/procedures requiring the provision of appropriate screening of clients for disabilities prior to requiring clients to perform job searches;**
 - (5) formulation of policies and procedures outlining appropriate referral resources and which specify the provision of accommodations for clients determined to have disabilities, including learning disabilities. In addition, procedures shall be instituted to document all requests for, and/or, provision of reasonable accommodations for clients with disabilities.**
- B. ADHR,FAD agrees to undertake appropriate steps to ensure that each county office make necessary arrangements to facilitate effective communication with sensory-**

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impaired clients. Necessary steps must include specific arrangements to secure qualified sign language interpreters for hearing impaired clients and specific instructions on the provision of services and activities for visually impaired clients. These arrangements should also include provisions for use of TTY equipment either by acquiring such or specifying use of relay services to staff. Within 45 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.

- C. ADHR,FAD agrees to develop a training program for all TANF staff statewide which instructs on the provisions of the ADA and section 504 in regards to implementation of the TANF program, including special emphasis on the policy and procedure modifications addressed Section A above. ADHR,FAD agrees to submit a training agenda which shall be developed and submitted to OCR for review and approval no later than 120 days from signing of this Agreement. ADHR,FAD shall begin offering the subject training no later than 120 days from the signing of this Agreement.**
- D. ADHR,FAD agrees to develop a monitoring tool to assess compliance by the counties with the ADA and section 504. The ADA/section 504 monitoring instrument shall be developed within 90 days of signing of this Agreement, and shall be submitted to OCR for review and approval within 10 days of development of the same. Within 90 days of signing of this Agreement, ADHR,FAD agrees to develop policies and procedures to conduct ADA/section 504 monitoring, and to submit them to OCR for review and approval within 10 days of completion of the same.**
- E. Within 90 days of signing of this Agreement, ADHR, FAD agrees to develop and incorporate specific procedures the agency will institute to identify clients with disabilities by category. The agency will identify what types of reports it will generate to track clients with disabilities Within 10 days of development of these procedures, ADHR,FAD agrees to submit them to OCR for review and approval.**
- F. ADHR,FAD agrees to, within 90 days of signing of this Agreement, develop notices to clients about their rights and responsibilities in the TANF program that are readable and understandable by all clients, especially those with learning disabilities or mental health impairments.**
- G. ADHR,FAD agrees to develop and institute the revisions required by items A - F above 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.

IV ENFORCEMENT

- A. Within 20 days of receiving any of the required reports identified herein, OCR shall notify ADHR, FAD of the adequacy of the information and/or actions.**
- B. The parties agree that if at any time OCR determines that ADHR, FAD has failed to comply with the terms of this Agreement, OCR will notify ADHR, FAD in writing. The notice shall include a statement of the basis for OCR’s determination and allow ADHR, FAD 15 days to explain in writing the reasons for its actions. The time frame allowed for ADHR,FAD’s response may be less than 15 days whenever OCR determines that a delay would result in irreparable injury to affected parties. If ADHR,FAD does not respond to the notice or, upon review or ADHR,FAD’s response, OCR finds that ADHR,FAD 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 ADHR,FAD’s compliance with the applicable statute or regulation. In addition to evidence regarding ADHR,FAD’s alleged violation of the Agreement, other relevant information may be introduced by OCR in any enforcement proceedings or other appropriate action that may be initiated. Violations of this Agreement may subject ADHR,FAD 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. ADHR,FAD agrees to retain the records and to provide written documentation required under this Agreement. ADHR,FAD also agrees to provide other information 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 ADHR,FAD 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**

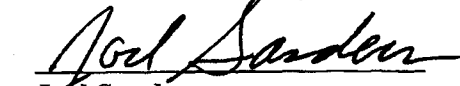
in this written Agreement, shall be enforceable.

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

VIII. SIGNATURES

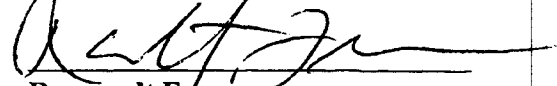
The following parties enter into this Agreement:

On behalf of ADHR,FAD:

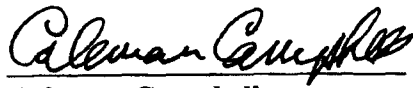

Joel Sanders
Division Director
Family Assistance Division
ADHR

Date: 11-25-02

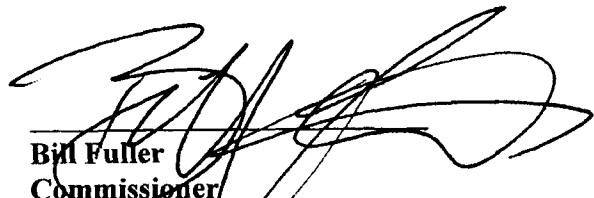
On behalf of OCR:


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

Date: 12/17/02


Coleman Campbell
Legal Counsel
ADHR

Date: 1-22-02


Bill Fuller
Commissioner
Alabama Department of Human Resources

Date: 11-28-02