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AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
BY DEPUTY

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CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
BY DEPUTY

UNITED STATES DISTRICT COURT FOR WESTERN DISTRICT OF WASHINGTON  
SEATTLE, WASHINGTON

LUISA REYES and SALVADOR PENADO,  
on behalf of themselves and  
other similarly situated

Plaintiffs,

vs.

RICHARD THOMPSON, Secretary,  
STATE OF WASHINGTON DEPARTMENT  
OF SOCIAL AND HEALTH SERVICES,

Defendant.

NO: C91-303

CLASS ACTION

STIPULATION, AGREEMENT  
OF SETTLEMENT AND CONSENT  
ORDER

THIS MATTER COMES BEFORE THIS COURT by an agreement of the parties. Plaintiffs, represented by Sandra Fancher, Kelly Owen, John Hughes, and Gillian Dutton, of Evergreen Legal Services (ELS) and Defendant, Washington State Department of Social and Health Services, Division of Economic and Medical Field Services, (hereinafter referred to as DSHS) represented by Charles Murphy, Assistant Attorney General, hereby stipulate to the conditions below as disposition of this matter and to entry of this Order.

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NORTH CENTRAL REGIONAL OFFICE  
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(509) 662-9681

1           This is a class action by Plaintiffs who are limited-English  
2 proficient (LEP) and who seek declaratory and injunctive relief  
3 requiring DSHS to provide them with information, notice and ser-  
4 vices concerning public assistance benefits in their primary lang-  
5 uages, in accordance with Title VI of the Civil Rights Act of 1964,  
6 the Title VI regulations, Office of Civil Rights Agreements made by  
7 DSHS pursuant to Title VI, federal statutes and the United States  
8 Constitution.

9           This agreement specifies further actions which will be taken  
10 by DSHS to provide services in accordance with Title VI of the  
11 Civil Rights Act of 1964, the Title VI regulations, Office of Civil  
12 Rights Agreements made by DSHS pursuant to Title VI, federal stat-  
13 utes and the United States Constitution. DSHS by consenting to  
14 this agreement intends to obligate only the Division of Economic  
15 and Medical Field Services and its program responsibilities to  
16 those requirements contained in this agreement.

17           Having reviewed the record in this matter, IT IS HEREBY  
18 ORDERED that:

19           1. As stipulated herein, Plaintiffs bring this action under  
20 Federal Rule of Civil Procedure 23(b)(2) on behalf of themselves  
21 and all similarly situated applicants for public assistance within  
22 the State of Washington. Plaintiffs proceed with this action on  
23 behalf of a plaintiff class defined as follows:

24                           All persons of limited English-language proficiency  
25                           who have applied for or received or will apply for  
26                           or receive public assistance benefits within Wash-

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why this date?

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ington State since October 1, 1987. Public assistance is defined as services and notices provided by DSHS Economic and Medical Field Services, including but not limited to Aid to Families with Dependent Children, Family Independence Program, Food Stamps, General Assistance, medical assistance, refugee assistance, and consolidated emergency assistance program.

2. Based upon the stipulation of the parties, all the elements of a class action pursuant to Federal Rules of Civil Procedure 23(a) and (b)(2) are met. There are approximately 14,000 cases of families and individuals who are limited-English proficient and who currently receive benefits from the Division of Economic and Medical Services during any given month. In addition, there are many other people who will be eligible for benefits in the future. The class is so numerous that joinder of all members is impracticable.

3. There are questions of law and fact common to the class; namely, whether DSHS's policies, practices, and procedures violate federal law and constitute a breach of contract which DSHS entered into pursuant to Title VI regulations. Additionally, the claims of the representative plaintiffs are typical of the claims of the class. The named plaintiffs will fairly and adequately represent the interests of the class.

4. The parties agree that this agreement does not constitute an admission by DSHS of any violation of the Departmental Regulation issued pursuant to Title VI of the Civil Rights Act of 1964, or Section 504 of the Rehabilitation Act of 1973. The parties further agree that DSHS intends to act in full and complete compliance

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1 with Title VI, Section 504 and all agreements made with the Office  
2 of Civil Rights.

3 5. DSHS has entered into agreements with the United States  
4 Office of Civil Rights, Department of Health and Human Services, on  
5 October 21, 1983 and June 12, 1987. These agreements, entitled  
6 "Predetermination Settlement Agreement" and "Predetermination  
7 Settlement Amendment" respectively, outline DSHS' Division of Eco-  
8 nomic and Medical Services' responsibilities to provide notice and  
9 service to LEP applicants and recipients. These Agreements are  
10 attached as Exhibit A and B, respectively, and all terms and provi-  
11 sions are incorporated by reference into this Consent Decree.

12 6. As a consequence of this agreed consent order, it is un-  
13 derstood that the costs, fees and attorney fees of the parties will  
14 be borne by each party and no claims will be made against the other  
15 party for said costs, fees or attorney fees.

#### 16 DEFINITIONS

- 17 7. The following definitions are used in this agreement:
- 18 a. LIMITED ENGLISH PROFICIENT: any person whose  
19 primary language is not English;
  - 20 b. PRIMARY LANGUAGE: the language in which a per-  
21 son indicates he or she is most proficient;
  - 22 c. COMPUTER-GENERATED NOTICES: notices that are  
23 generated and mailed to class members by a  
24 computerized system at DSHS' state office  
25 level. These include, but are not limited to,  
26 eligibility review forms, monthly reports,  
27 earned income reports, and termination and  
28 denial letters;
  - d. ADVERSE ACTION: the denial, termination, sus-  
pension, or reduction of benefits or services,

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1 or the withdrawal of an application for bene-  
2 fits;

3 e. INADEQUATE NOTICE: notice given to a LEP  
4 applicant/recipient in English or an incom-  
5 plete or incorrect translation. A notice is  
6 incomplete or incorrect if the translation of  
7 the material is not thorough and precise, adds  
8 or omits anything which changes the meaning  
9 and does not state as nearly as possible what  
10 has been stated in English, giving considera-  
11 tions to variations in grammar and syntax for  
12 both languages. The translation must use the  
13 same reading level of language as the English,  
14 at a sixth grade level or below; and

15 f. MAJOR WRITTEN COMMUNICATION: a notice or form  
16 that requests information from an applicant/  
17 recipient, requires a response on the part of  
18 an applicant/recipient, or notifies an appli-  
19 cant/recipient of an adverse action.

20 IDENTIFICATION OF LEP APPLICANTS/RECIPIENTS

21 8. RELEVANT OCR PROVISION:

22 DSHS will computer identify all LEP persons by name, case  
23 number, and primary language to ensure that information  
24 can be retained and appropriate bilingual services can be  
25 provided at the State Office and CSO levels.

26 DSHS shall monitor to ensure that LEP clients are cor-  
27 rectly identified as such.

28 9. DSHS shall ensure that class members are correctly identi-  
fied in its records by inquiring about client language preference  
on forms used:

a. At each request for services made through the use  
of the Reception Slip;

b. At each regular Eligibility Review; and

c. At each request for assistance.

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1 10. DSHS will identify each LEP client by case name and pri-  
2 mary language on the computer-generated lists provided to each CSO,  
3 including but not limited to the following:

- 4 a. The quarterly listing of LEP clients. This list  
5 will be produced monthly upon completion of compu-  
6 ter reprogramming;
- 7 b. Monthly list of redirected warrants;
- 8 c. Monthly list of clients required to participate in  
9 any monthly reporting of income; and
- 10 d. Monthly list of clients receiving computer gener-  
11 ated termination notices. (DSHS 8-183, 8-183A, and  
12 8-183B)

13 NOTICES AND FORMS

14 11. RELEVANT OCR PROVISION:

15 Forms that request information or require a response from  
16 the client involving denial, termination or reduction of  
17 benefits, and forms advising the client of denial, ter-  
18 mination, or reduction of benefits will be translated  
19 fully, except for DSHS 8-183. Any fill-in spaces in the  
20 primary-language forms or notices must be completed in  
21 the appropriate primary language.

22 12. a. Every LEP client has the right to notice in their  
23 primary language without significant delay. Nothing in this sec-  
24 tion shall relieve DSHS from its obligations under the OCR Agree-  
25 ment and Amendment to provide appropriate notices regardless of  
26 whether the primary language is one of the six most common lang-  
27 uages.

28 b. In order to insure that LEP clients receive notices  
in their primary language without significant delay, DSHS shall  
adopt a policy of simultaneous issuance of English and the corres-

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1 ponding non-English written communications for the five other most  
2 common languages, unless there is an emergent situation.

3 c. In particular, computer-generated notices and forms  
4 meeting the major communication definition, including DSHS 8-183,  
5 will be simultaneously generated in the six most common languages:  
6 English, Spanish, Vietnamese, Cambodian, Laotian, and Chinese. For  
7 all other LEP clients, DSHS will by March 1, 1991 establish a  
8 standardized procedure to provide a translated notice in the appro-  
9 priate language.

10 d. When there is an emergent situation, DSHS may issue  
11 the English version first, but it must provide LEP clients the cor-  
12 responding translation or summary as required by the OCR Agreements  
13 without significant delay. Producing translations through this  
14 emergent process may include, at DSHS discretion, elimination of  
15 the three week translation evaluation process as outlined in the  
16 OCR agreement and the use of a more streamlined translation and  
17 printing process than is used for the English version.

18 e. An emergent situation is one where a court order or  
19 federal law requires DSHS to issue a form or notice in less than 60  
20 days from the date the English text is finalized.

21 13. DSHS has established and will maintain a process between  
22 the CSOs and contracted translators or bilingual staff in order to  
23 provide speedy written translations when other methods would be  
24 slower in providing services to LEP applicants/recipients. Use of  
25

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1 the process does not excuse DSHS from providing services "without  
2 significant delay" as obligated by the OCR agreements.

3 MONITORING AND COMPLIANCE

4 14. RELEVANT OCR PROVISION:

5 DSHS will develop and implement a system to monitor and  
6 evaluate the implementation and effectiveness of the pro-  
cedures established for providing bilingual services.

7 Monitoring shall include on-site monitoring by DSHS'  
8 bilingual services coordinator of CSOs with LEP popula-  
tions.

9 15. DSHS shall implement a self-audit procedure at each CSO  
10 with an LEP client population by March 1, 1991. The auditing shall  
11 be as follows:

12 a. A mandatory self-audit shall be completed monthly  
13 by each CSO reviewing 10% of its LEP caseload, or  
14 50 LEP case records where the CSO has an LEP case-  
load of over 500. A minimum of 3 cases or all the  
15 CSO's LEP cases shall be audited, whichever is  
less;

16 i. The first audit shall review each file's prior  
17 six months of services and each additional  
audit will review back to the last audit date;

18 ii. DSHS shall direct each CSO to audit different  
19 cases each month to ensure that the maximum  
possible number of different cases are audited  
annually.

20 b. As part of the 10% audit, each CSO shall audit all  
21 LEP cases closed that month;

22 c. The LEP case record audit will include case record  
23 identification, language preference, computer cod-  
24 ing, documentation of interpreter usage, documenta-  
tion of actual numbers of translated and non-trans-  
lated written communications, and corrective action  
taken, if required;

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- 1 d. Each CSO will collect and report findings quarterly  
2 to the regional administrator and to the Economic  
3 and Medical Services LEP program manager;  
4 e. DSHS will use this audit to take immediate correc-  
5 tive action on individual cases where inadequate  
6 notice has been provided. Lost benefits will be  
7 issued within 5 working days; and  
8 f. This self-audit report shall contain the same con-  
9 tent as Exhibit C, attached to this Consent Order.  
10 Substantial changes in content shall not be made  
11 unless agreement is reached between the parties.  
12 The self-audit report shall be reviewed in the  
13 annual compliance review conducted pursuant to  
14 paragraph 17, infra.

15 16. Mandatory quarterly reviews of the results of the monthly  
16 self-audits shall be completed by regional staff as follows:

- 17 a. The results of monthly audits shall be summarized;  
18 b. Auditors will check for required posters and forms  
19 in the reception area, use of translated forms  
20 throughout the office, bilingual staffing formulas  
21 and accomplishments, LEP training information, doc-  
22 umentation of LEP client complaints, contact with  
23 community groups to obtain input on bilingual ser-  
24 vices compliance, delays in processing applications  
25 for LEP clients, and documentation of corrective  
26 actions taken by the CSO based on the quarterly re-  
27 view;  
28 c. The quarterly audits will be reported to the CSO  
administrator, regional administrator, director of  
EMFS, Evergreen Legal Services, and the EMFS LEP  
program manager. Results will be used to monitor  
compliance and to evaluate training needs; and  
d. This quarterly report shall contain the same con-  
tent as Exhibit D, attached to this Consent Order.  
Substantial changes in content shall not be made  
unless agreement is reached between the parties.  
The quarterly report shall be reviewed in the  
annual compliance review conducted pursuant to  
paragraph 17, infra.

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1 17. Both parties agree that the level of auditing set forth  
2 in paragraphs 15 and 16, supra, shall continue for at least one  
3 year from the date of implementation. After one year from the date  
4 of the signing of this order, the parties shall meet to review the  
5 effectiveness of this procedure in complying with the provisions of  
6 the OCR agreements and this consent order.

7 18. Within 270 days of entry of this consent decree, DSHS  
8 will develop and implement a statewide policy on continued moni-  
9 toring for provision of bilingual services without significant  
10 delay. The self-audit process for monthly and quarterly monitor-  
11 ing, referenced in paragraphs 15 and 16, supra, will provide the  
12 required monitoring for provision of bilingual services for at  
13 least the first year of this consent decree. Following the discon-  
14 tinuation of the Self-Audit process, a monitoring process as des-  
15 cribed below will be implemented. This policy will include:

- 16 a. Monitoring CSO records for provision of:
- 17 i. translated written communication;
  - 18 ii. correct LEP identification;
  - 19 iii. delays in assistance and provision of bilingual  
20 services due to the time needed for translation of  
21 notices; and
  - 22 iv. use of bilingual staff or interpreters.
- 23 b. Monitoring CSO reception areas for the required LEP  
24 poster, provision of translated forms and pamphlets, and  
25 for correct identification procedures for LEP clients;
- 26 c. At least quarterly monitoring of management reports for  
27 delays in disposition of applications for assistance,  
28 comparing the application disposition dates for the  
English versus the non-English applicant;

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- 1 d. At least quarterly monitoring of percentage of LEP  
2 clients versus the number of bilingual staff to ensure  
adequate delivery of bilingual services;
- 3 e. Monitoring of client complaints related to inadequate  
4 service because of a language barrier. This monitoring  
will include such items as contacts with community based  
5 organizations which serve these LEP populations, client  
6 contact, and a means of telephonic access by LEP clients  
which allows clients to make complaints in their primary  
language; and
- 7 f. A corrective action process which will provide monitoring  
8 results and corrective action plans to Regional Adminis-  
9 trators, the EMFS Director and the EMFS LEP Program Man-  
ager where significant delay or inadequate services are  
found.

10 19. The results of this monitoring and corrective action  
11 taken will be documented in the CSO quarterly audit reports and  
12 will be shared with Evergreen Legal Services for the period spe-  
13 cified in paragraph 34.8<sup>h</sup>

14 ONE-TIME CORRECTIVE ACTION FOR CLASS MEMBERS  
15 GENERAL REQUIREMENTS

16 20. DSHS shall provide a one-time opportunity for class mem-  
17 bers to request a case review and receive restored benefits for any  
18 past benefits lost due to English-only, incomplete or incorrectly  
19 translated notices. Lost benefits may be recovered back to  
20 October 1, 1987.

21 21. DSHS shall determine restored benefits based on the class  
22 member's receipt of inadequate notice and eligibility for benefits  
23 at the time adverse action was taken. Benefits will be restored for  
24 the period of time the class member was eligible.

25 22. To provide this opportunity for benefits, DSHS shall in-  
26 form class members of the settlement of this lawsuit and the pro-

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1 cedures for corrective action required by this lawsuit as set forth  
2 in paragraph 3<sup>3</sup>.

3 REQUESTS FOR RECORD REVIEW

4 23. Any class member may request a full record review by DSHS  
5 to determine whether that person has lost benefits as a result of  
6 having been issued improper notice. Upon the class member's re-  
7 quest, DSHS shall review that person's DSHS records back to October  
8 1, 1987 to determine whether compensation is due.

9 24. Class members shall have 90 days from the last day notice  
10 is posted in DSHS' Community Service Offices as described in para-  
11 graph 3<sup>4</sup>, <sup>st</sup>infra, to request a DSHS record review.

12 DETERMINATION OF ELIGIBILITY FOR LOST BENEFITS

13 25. DSHS agrees to review each record as identified in para-  
14 graph 22, for adverse actions taken since October 1, 1987 upon re-  
15 quest by a class member.

- 16 a. Each notice of adverse action will be reviewed to  
17 determine if adequate notice was provided to the  
18 class member;
- 19 b. Where adequate notice was not provided and the ad-  
20 verse action taken was based on verified ineligi-  
21 bility, DSHS will provide the class member with a  
22 notice explaining the outcome of the case review  
23 and a corrected notice of the adverse action in the  
24 primary language. This notice shall include the  
25 class member's right to a fair hearing upon the  
26 adverse action within 90 days following the issu-  
27 ance of the corrected notice;
- 28 c. If the adverse action notice was originally pre-  
ceded by a request for information, DSHS shall  
provide that request for information in the  
client's primary language, along with a notice  
explaining the outcome of the case review. This  
notice will advise the client of acceptable verifi-

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1 cation needed to redetermine eligibility and to  
2 contact the CSO for assistance in obtaining verifi-  
cation, if necessary;

3 d. DSHS will make every reasonable effort to assist  
4 class members in providing requested verification  
5 including advance payment of verification fees as  
6 described in Manual F, Chapter 9.30. DSHS will  
7 follow October 1, 1990 reduced verification re-  
8 quirements contained in Manual F, Chapter 9, the  
9 Food Stamp Program Manual, Chapter 4 and interim  
10 notice FSP 84, and the FIP Manual, Chapter 5.  
11 Using the prudent person concept in determining  
12 eligibility, DSHS will accept and consider unoffi-  
13 cial documents, documents derived from other re-  
14 cords and other written statements from a know-  
15 ledgeable third party or a class member. In de-  
16 termining whether the prudent person would accept  
17 proffered verification, DSHS will consider the dif-  
18 ficulty of finding other forms of verification in  
19 light of the amount of time elapsed since the date  
20 of eligibility at issue. Prior to denial for lack  
21 of sufficient verification needed to determine eli-  
22 gibility, the case will be reviewed at the super-  
23 visory level to assure all options have been ex-  
24 plored;

14 e. A class member's delay in providing verification  
15 will not result in eligibility being denied;

16 f. Lost benefits will be restored for periods of eli-  
17 gibility. Eligibility or ineligibility shall be  
18 determined for each occurrence of adverse action  
19 and benefits will be paid for the period of time  
20 the class member was eligible. For the purposes of  
21 retroactive benefits, no person shall have his or  
22 her assistance automatically reinstated prior to a  
23 determination of eligibility for that period;

20 g. Each class member requesting a file review under  
21 this provision shall receive notice from DSHS of  
22 the determination. This notice shall be mailed no  
23 later than 60 days from the date of the record re-  
24 view request except where the class member is un-  
25 able to supply requested verification within the 60  
26 days. The notice shall inform the class member of  
27 his or her right to request a fair hearing within  
28 90 days of the date of the notice; and

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1 h. DSHS will restore lost benefits within five working  
2 days of the determination that benefits are due.  
3 Retroactive benefits received pursuant to this  
4 order shall be disregarded as income and resources  
5 for purposes of determining eligibility and need  
6 for AFDC, FIP (except FIP Food Assistance), General  
7 Assistance, Refugee Assistance and medical assist-  
8 ance programs. Retroactive benefits received pur-  
9 suant to this order shall be disregarded as income  
10 for purposes of determining eligibility and need  
11 for Food Stamps and FIP Food Assistance.

12 CONTINUING CORRECTIVE ACTION FOR LEP APPLICANTS/RECIPIENTS

13 26. Within 60 days of entry of this consent decree, DSHS --  
14 Economic and Medical Field Services (EMFS) will issue a directive  
15 to all CSOs to assure that there is no delay in providing services  
16 to or correcting improper adverse action taken against class mem-  
17 bers who have received improper notice. These measures shall be  
18 instituted whenever DSHS-EMFS discovers inadequate notice, whether  
19 through client complaint, the self-audit process or other means.  
20 These measures shall include:

21 a. CSOs shall establish an office procedure for expe-  
22 ditious resolution of cases involving inadequate  
23 notice. Resolution will require offering the class  
24 member the option of scheduling an appointment by  
25 the end of the next working day following the day  
26 the class member informs DSHS that he or she re-  
27 ceived an inadequate notice. The purpose of the  
28 appointment shall be to provide the class member  
with a written translation of the communication and  
allow the class member an opportunity to provide  
requested verification. At the class member's  
option, DSHS may provide him or her with an ade-  
quate notice within 24 hours of the complaint in  
lieu of an appointment. DSHS shall take any other  
actions necessary to avoid delay in the class mem-  
ber's receipt of benefits;

b. CSOs shall apply the rules of "advance and adequate  
notice", per WAC 388-33-376 and 388-49-015 (8) and

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1 388-49-600. If benefits have been adversely af-  
2 fected without proper notice, the class member must  
3 be offered the option of reinstating benefits to  
4 the prior level. Any assistance received during  
5 this period may be an overpayment if the class  
6 member is determined to have been ineligible; and

7  
8 c. For each finding of inadequate notice the CSO shall  
9 review the case records back to the date of the  
10 last audit, if any, and restore lost benefits to  
11 the applicant/recipient for any eligibility during  
12 that period.

13 27. DSHS shall review the case records of class members after  
14 termination has been proposed and prior to actual closure of the  
15 case for any reason, to determine whether the notice informing the  
16 client of adverse action and any notices requesting information or  
17 action were in the class member's primary language. Where notice  
18 was not provided in the primary language, DSHS shall not terminate  
19 benefits prior to issuing notice in the primary language and allow-  
20 ing adequate and advance notice.

21 QUALIFIED BILINGUAL STAFF AND INTERPRETERS

22 28. RELEVANT OCR PROVISION:

23 DSHS will develop and implement a statewide procedure of  
24 recruiting and hiring bilingual employees at the CSOs.  
25 Each CSO shall, through attrition, employ bilingual per-  
26 sonnel to serve LEP applicants/recipients sharing the  
27 same language when the number of those individuals served  
28 by a CSO client contact job classification equals or ex-  
ceeds 50 percent of the average caseload of a full-time  
position in such a classification.

29 RECRUITMENT AND HIRING OF BILINGUAL STAFF:

30 Within 180 days of entry of this consent decree, DSHS  
31 will develop and implement a statewide policy on recruit-  
32 ing and hiring bilingual staff with such items as:

- 1 a. Instructions for calculation of the 50% rule for  
2 hiring bilingual staff;
- 3 b. Instructions for evaluation of management reports  
4 which collect information on the number of LEP  
5 clients and the disposition of initial applica-  
6 tions;
- 7 c. Guidelines for hiring additional bilingual staff  
8 and interim instructions for providing services  
9 without significant delay to LEP clients when addi-  
10 tional staff are needed as indicated by the 50%  
11 calculation or evidence of the occurrence of signi-  
12 ficant delay;
- 13 d. Guidelines for prioritizing the use of bilingual  
14 staff and contracted interpreters for effective  
15 provision of bilingual services; and
- 16 e. Guidelines which outline the hiring procedure for  
17 both bilingual staff and contracted interpreters.  
18 These guidelines shall include:
- 19 i. Testing requirements related to hiring;
  - 20 ii. Certification requirements for particular  
21 positions;
  - 22 iii. The rating system used for certification; and
  - 23 iv. The list of acceptable certifications includ-  
24 ing the DSHS-administered Fluency test.

25 TESTING

26 30. RELEVANT OCR PROVISION:

27 DSHS will ensure that all interpreters and bilingual  
28 workers are fluent in English and a primary non-English  
language. DSHS shall develop standards of testing, oral  
and written, to ensure that all interpreters and biling-  
ual workers meet the standard. Testing shall include  
evaluation of the language competence, interpreter  
skills, understanding of DSHS policies regarding confi-  
dentiality, DSHS forms and the role of interpreters.



1 31. DSHS will promptly develop and implement a statewide  
2 policy which describes the use of fluency testing for bilingual  
3 staff and contracted interpreters/translators. This test is being  
4 developed and will be administered by DSHS, Administrative Ser-  
5 vices, Language Interpreter Services and Translations (LIST) sec-  
6 tion. DSHS will make a good faith effort to expedite the acceptance  
7 of fluency testing by its employees' union. As soon as the test is  
8 validated and approved, DSHS will begin testing of contracted in-  
9 terpreters and translators and bilingual staff in the five primary  
10 languages of Spanish, Vietnamese, Cambodian, Laotian and Chinese.

11 This policy will include such items as:

- 12 a. Requirements for both oral and written fluency  
13 tests;
- 14 b. Emphasis on the preference for bicultural, as well  
15 as bilingual staff, to assure effective communica-  
16 tion through an understanding of non-verbal and  
17 cultural patterns; and
- 18 c. Guidelines for provision of bilingual services  
19 without delay when an employee or contracted inter-  
20 preter fails the testing process.

21 Implementation Schedule: (Dependent on negotiation with  
22 employees' union by 12/31/90).

23 The testing procedure was submitted for negotiation to the  
24 employee's union on October 8, 1990.

25 Validation of the test is expected to begin by December 15,  
26 1990.

27 The scheduled date for beginning the administration of tests  
28 is March 1, 1991.

The scheduled date for completion of testing of EMS bilingual  
staff and contracted interpreters/translators in the five pri-  
mary languages is September 1, 1991.

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1 The scheduled date for beginning to administer the written  
2 tests for languages other than the five primary is one year  
3 from the date of acceptance by the union.

4 TRAINING

5 32. RELEVANT OCR PROVISION:

6 A position shall be created in the Division of Economic  
7 and Medical Services. The responsibilities of this posi-  
8 tion will include the following:

- 9 a. Supervision of the provision of interpreter, bilin-  
10 gual worker, and translation services;
- 11 b. Provision of training and new employee orientation  
12 regarding bilingual services requirements and sen-  
13 sitivity to the special needs of LEP persons;
- 14 c. Development of testing and hiring criteria for  
15 interpreters and bilingual DSHS workers;
- 16 d. Conducting monitoring of bilingual services in the  
17 various CSOs; and
- 18 e. Assisting the CSOs to effectively use the bilingual  
19 capabilities of bilingual staff.

20 33. Within 30 days of entry of this consent decree, DSHS will  
21 establish a statewide training packet and policy for the provision  
22 of bilingual services. Within 180 days of implementation of this  
23 policy, all bilingual staff and contracted interpreters/translators  
24 will be trained. This training package and policy will include:

- 25 a. Requirements for training all bilingual staff and  
26 contracted interpreters on:
- 27 i. DSHS policies regarding the interpreter code of  
28 ethics and the importance of confidentiality;
- ii. DSHS forms; and
- iii. The role of the interpreter.

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- b. Refresher training requirements for all staff and contracted interpreters, to maintain knowledge in the items outlined in the initial training; and
  - c. As training becomes available through the Minority Affairs Initiative, bilingual staff and contracted interpreters will be trained concerning multicultural sensitivity education and non-verbal and cultural patterns of communications.

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NOTICE OF CONSENT AGREEMENT

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34. Pursuant to Federal Rule of Civil Procedure 23(e) and within 180 days of the date of this order, DSHS shall publish notice of this agreement.

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- a. The contents will include notice of:
    - i. the client's right to notices in the language he or she chooses;
    - ii. the client's right to receive any benefits lost because of inadequate notice;
    - iii. the client's right to request that his or her case be reviewed to determine whether lost benefits are owed to them;
    - iv. the client's right to a fair hearing if he or she disagrees with the results of the case review; and
    - v. a summary of the procedures resulting from this settlement.

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- b. DSHS shall distribute this notice as follows:
    - i. Send a notice (See Exhibit E) to all LEP applicants/recipients who have applied for or received benefits from DSHS since October 1, 1987;
    - ii. Send a notice to community-based organizations serving the LEP population in each CSO service area;

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EVERGREEN LEGAL SERVICES  
NORTH CENTRAL REGIONAL OFFICE  
CONGDON BUILDING, SUITE A-2  
200 PALOUSE STREET  
P O BOX 158  
WENATCHEE, WA 98807-0158  
(509) 662-9681

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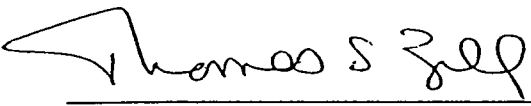
- iii. Post in each CSO, outstations, and satellite offices translated notices (attached as Exhibit F) for one year; and
- iv. Publish once a week for three consecutive weeks in each of the newspapers listed in Exhibit G. The contents of this notice shall be agreed on by the parties.

COMPLIANCE REQUIREMENTS

35. DSHS and Evergreen Legal Services will annually and mutually review compliance with this Consent Agreement for three years. Monitoring reports will be shared with Evergreen Legal Services for this same three year period.

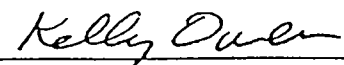
36. The parties recognize that unforeseen circumstances may give rise to a need for amendments to this consent agreement. In this event, both parties agree to negotiate, in good faith, amendments which may be necessary.

DATED this 12th day of March, 1991.

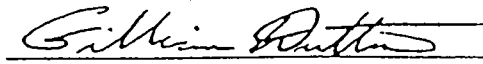


\_\_\_\_\_  
JUDGE/COMMISSIONER

Presented by:  
EVERGREEN LEGAL SERVICES

  
\_\_\_\_\_  
KELLY OWEN  
Attorney for Plaintiffs

2/11/91  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
GILLIAN DUTTON  
Attorney for Plaintiffs

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Sandra B. Fancher  
SANDRA FANCHER  
Attorney for Plaintiffs

John Hughes  
JOHN HUGHES  
Attorney for Plaintiffs

2/15/91

Approved for Entry and Notice  
of Presentation waived:

Robert Lolcama  
ROBERT LOLCAMA  
Assistant Secretary  
Economic and Medical Services

2/11/91  
Dated

Carol B. Felton  
CAROL B. FELTON  
Director  
Economic and Medical Field Services

2/11/91  
Dated

OFFICE OF THE ATTORNEY GENERAL

Charles Murphy  
CHARLES MURPHY  
Assistant Attorney General  
Attorney for Defendant

FEB 1, 91  
Dated

STIPULATION, AGREEMENT OF  
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PRE-DETERMINATION SETTLEMENT AGREEMENT BETWEEN  
WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICES  
and the  
OFFICE FOR CIVIL RIGHTS OF THE U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES

Docket Number 10837005

The parties to this Pre-Determination Settlement Agreement, (hereafter "Agreement") are the Office for Civil Rights of the U.S. Department of Health and Human Services, Region X, Seattle, Washington, (hereafter, "OCR") and Washington State Department of Social and Health Services, Division of Community Services (hereafter, "DSHS").

In recognition of its responsibilities as a recipient of Federal financial assistance from the Department of Health and Human Services, DSHS acknowledges that it is subject to Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 and to the Departmental Regulations issued pursuant to the Acts, Title 45 Code of Federal Regulations, Parts 80 and 84.

In a letter dated December 23, 1982, OCR notified DSHS of a forthcoming review of the Wenatchee CSO's Title VI and Section 504 compliance status, scheduled to be conducted in accordance with authority granted pursuant to 45 CFR 80.7(a). OCR has completed its investigation of the review but has not issued findings. DSHS prefers to resolve the issues of that review through the implementation of this Agreement.

Although the review specifically concerned the policies and practices of the Wenatchee CSO, many of those policies and practices reflect the direction of the Division of Community Services. Both the Wenatchee CSO and the Division of Community Services have responsibility for ensuring DSHS's compliance with Title VI and Section 504. This Agreement specifies those steps necessary for compliance that are outside the direct authority of the Wenatchee CSO but within the authority of the Division of Community Services.

I. General Provisions

- A. This Agreement resolves the specific matters addressed in the notification letter referenced above. The parties agree that settlement of this review is intended to be without prejudice to any other compliance review or complaint of discrimination that may be pending before OCR now or in the future. Any other compliance matters arising from subsequent compliance reviews or complaint investigations shall be dealt with and resolved separately.
- B. The parties agree that this Agreement does not constitute an admission by DSHS of any violation of the Departmental Regulation issued pursuant to Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1973. The parties further agree that DSHS intends to act in full and complete compliance with Title VI and Section 504.

- C. The parties agree that the Specific Provisions specified in Section II of this Agreement are applicable to and appropriate for all CSO's throughout the State of Washington and will be so implemented.
- D. The parties agree that this Agreement shall become effective as of the date all parties hereto have executed it.
- E. The parties agree that there shall be no discrimination or retaliation of any kind against any person because she or he provided testimony or otherwise assisted OCR during this review or because he or she in the future may participate in any manner in any future investigation, proceeding, or hearing regarding this review or regarding compliance with this Agreement.
- F. DSHS agrees to retain the records and to provide the written documentation required under Section III of this Agreement. DSHS also agrees to provide such other information as may be requested and necessary to assure OCR that the provisions of this Agreement have been fulfilled.
- G. The parties agree that OCR may review compliance with this Agreement as stipulated in Section IV, MONITORING PROCEDURES.
- H. The parties agree that OCR will be entitled to commence investigation and enforcement proceedings pursuant to 45 CFR 80.6-80.10 and 45 CFR 81 should OCR, upon review of the documentation required by the Agreement or upon review of other relevant facts, determine that DSHS has not fulfilled any provision of the Agreement within the specified timeframes.
- I. The parties agree that LES is defined, with respect to this Agreement, as any person who speaks a primary language other than English and speaks little or no English.

## II. Specific Provisions

Within 120 days of the effective date of this Agreement, DSHS will:

- A. Develop and implement a statewide procedure by which the CSOs can survey their caseloads and determine which language groups are represented by LES applicants/recipients in their various service areas, and how many applicants/recipients are in each of the represented language groups. The procedure should allow for expected seasonal variations of certain language groups.
- B. Revise the existing Spanish translations of the Rights and Responsibilities and the Right to a Fair Hearing notices so that they provide the same kind and detail of information as do the English versions. Translate these notices into other languages used by LES applicants/recipients throughout the State.
- C. Provide LES applicants/recipients all major written communication mailed or otherwise provided by CSO staff, including application forms, in a language which the applicant/recipient understands or provide ~~to~~ LES applicants/recipients with all written communication that is not translated, a *copy*

note or letter in the primary language of the applicant/recipient that indicates the subject of the communication and the method of contacting the CSO for assistance and ~~translation~~ services.

- D. Provide to LES applicants/recipients all pamphlets and brochures providing information on DSHS services, that are generally made available to applicant/recipient in a language which the applicant/recipient understands.

Within 150 days of the effective date of this Agreement, DSHS will:

- E. Instruct CSOs to place posters in their reception areas in the languages represented by LES applicants/recipients in their service areas that notify LES applicants/recipients that interpreters are available from the CSO with no charge to the applicant/recipient and with no significant delay.
- F. Develop and implement a statewide procedure for recruiting and hiring bilingual employees at the CSOs. Each CSO shall, through attrition, employ bilingual personnel to serve limited English speaking applicants and recipients sharing the same language when the number of those individuals served by a CSO client contact job classification equals or exceeds 50 percent of the average caseload of a full time position in such a classification.
- G. Assist the CSOs to effectively use the bilingual capabilities of bilingual employees.

Within 180 days of the effective date of this Agreement, DSHS will:

- H. Develop and implement a statewide written policy and procedure at the CSOs for providing bilingual services (interpreters) to LES persons seeking and receiving services at the CSOs. The procedure should specify the manner in which:
  - 1. The CSOs will develop and maintain current lists of qualified and available interpreters and bilingual staff. The lists should include the hours and circumstances in which the interpreters and bilingual staff are available.
  - 2. The CSOs provide each LES applicant/recipient bilingual services (interpreters) at each contact with DSHS staff (reception, intake, eligibility interviews, Fair Hearings, etc.) through qualified bilingual staff, or through interpreters provided by formal arrangements with agencies or organizations representing LES persons, or through formal arrangements with community volunteers, or any other method that is equally effective.
  - 3. The CSOs notify their appropriate staff (including financial and social service workers) as soon as possible when it is known that an LES applicant/recipient is scheduled for an appointment and requests or will need an interpreter.



4. The CSOs ensure that all interpreters provided to LES applicants/recipients by DSHS have sufficient verbal and written skills in both languages to interpret, have been trained in the DSHS policy of confidentiality, have been oriented to and become familiar with DSHS case processing procedures and the various forms, and have been trained on the role of an interpreter.
  5. The CSOs ensure that each LES applicant/recipient determines the language in which he/she communicates and whether or not an interpreter is needed.
  6. The CSO reception staff will individually notify each LES applicant/recipient who brings his/her own interpreter that an interpreter will be provided by DSHS if preferred, at no charge and with no significant delay.
  7. The CSOs ensure that each LES applicant/recipient who uses an interpreter is provided safeguards of confidentiality to the same degree as English speaking clients.
  8. The CSOs ensure that LES applicants/recipients have an opportunity to benefit from telephone services equal to that of English speaking clients.
  9. The CSOs provide assistance to LES applicants/recipients with completing application and other forms printed only in English which are necessary to apply for or receive services.
  10. The CSOs provide LES applicants/recipients effective verbal notice during financial and social service interviews of their Rights and Responsibilities, the DSHS policy of confidentiality, and the Right to a Fair Hearing.
  11. CSOs notify community groups representing LES persons of the procedure.
- I. Develop and implement statewide procedures which ensure that sensory impaired persons seeking services at the CSOs are provided auxiliary aids necessary to benefit from services provided. This procedure should include at a minimum:
1. Qualified sign language interpreters. Formal arrangements shall be made with qualified sign language interpreters to provide interpreter services. These arrangements may take whatever form and may include whatever provisions are agreeable to both DSHS and the community organization, agency, or individual. Qualified interpreters are those who have received training in the role of an interpreter, who are bound by the rules of confidentiality, and are sufficiently fluent in American Sign Language to interpret spoken English into AMESLAN and AMESLAN into spoken English.

2. Timely, clear and effective notice to the sensory impaired applicant/recipient of the auxiliary aids made available by the CSO at no charge to the applicant/recipient.
  3. Telecommunication device for the deaf (TTY). A TTY shall be installed in the CSOs and operated during all business hours, or arrangements shall be made to share a TTY with other facilities to ensure the availability of TTY communication during all business hours.
  4. Availability of all other options and auxiliary aids identified as appropriate through consultation with groups representing sensory impaired persons for persons with varying degrees of sensory impairment.
- J. Develop and implement a statewide procedure for CSOs which ensures that vision and hearing impaired persons receive effective notice of CSO benefits and services and written material concerning waivers of rights. This procedure should include at a minimum the manner in which:
1. Mailed notices are provided to vision and hearing impaired applicants/recipients to ensure that they receive the same safeguards of confidentiality as is provided to others.
  2. The content of written notices, forms and other information used to apply for and receive services is made known to sensory impaired applicants/recipients.
  3. The contents of written pamphlets available in the reception area which provide information of DSHS benefits and services are made known to vision and hearing impaired persons who do not or cannot read written English because of their handicaps.
- K. Provide training in all CSOs on the procedures developed in Sections II.F., II.H., and II.I. and II.J., above.

Within one year of the effective date of this Agreement:

- L. Develop and implement a system to monitor and evaluate the implementation and effectiveness of the procedures established pursuant to Sections II.F., II.H., II.I., and II.J., above, at the CSOs. Monitoring will be conducted on a yearly basis.

### III. Documentation

Within 210 days of the effective date of this Agreement DSHS will provide the following documentation that the steps outlined in Section II have been completed.

- A. Identification of the various language groups represented in each of the CSOs by LES applicants/recipients in their service areas, and a description of the method in which that information was obtained, pursuant to Section II.A.

- B. Copies of the translations developed pursuant to Section II.B. and the dates they were sent to the CSOs.
- C. Status report of the statewide Task Force concerning which materials are to be translated and projected timeframes for completing these translations.
- D. Copy of the instructions provided to the CSOs pursuant to Sections II.D. and II.E., the dates such instructions were provided to the CSOs, and copies of the posters and translations..
- E. A description of the efforts made to assist the CSOs to enable them to effectively use the interpreter services of bilingual employees, including a summary of results from these efforts, pursuant to Section II.G.
- F. Copies of the procedures developed pursuant to Sections I.F., II.H., and II.I., and II.J.
- G. Copies of the training agenda for the training completed pursuant to Section II.K., above, dates that the training was provided at each CSO or a schedule for the completion of such training, and the identity of the person(s) conducting the training.
- H. A description of the monitoring system established pursuant to Section II.L., above, and a schedule of its implementation.

Within 15 months of the effective date of this Agreement:

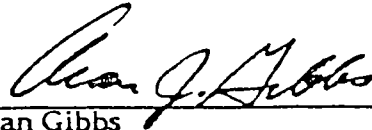
- I. A summary report of the monitoring conducted pursuant to Section II.L.
- J. Copies of the translations developed pursuant to Section II.C.

#### IV. Monitoring Procedures

The parties agree that OCR will review the content and timeliness of the documentation submitted by DSHS to OCR in accordance with Section III to determine compliance with this Agreement and with the Departmental Regulations (45 CFR 80 and 84). DSHS acknowledges that failure to take the steps set forth in this Agreement within the timeframes of this Agreement is a violation of this Agreement and may result in OCR's initiation of investigation and enforcement proceedings pursuant to 45 CFR 80.6-80.10 and 45 CFR 81.

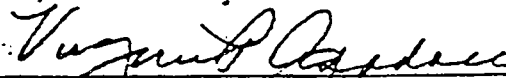
V. Signatures of the Parties

The parties hereto enter into this Agreement by the signatures of their below names authorized representatives affixed on the dates indicated.



Alan Gibbs  
Secretary for Department of Social and  
Health Services  
OB 44  
Olympia, Washington 98504

Dated this 10th day of October, 1983



Virginia P. Apodaca, Regional Director  
Office for Civil Rights, Region X  
U.S. Department of Health & Human  
Services  
2901 Third Avenue, M/S 510  
Seattle, Washington 98121

Dated this 21 day of October, 1983

AS-1  
CONTACT  
NUMBER  
5800-61631



**PRE-DETERMINATION SETTLEMENT AMENDMENT BETWEEN**

the

**WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICES**

and the

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

Docket Number: 10837005

The Office for Civil Rights of the U.S. Department of Health and Human Services, Region X (hereafter "OCR") and the the Washington State Department of Social and Health Services (hereafter "DSHS") agree that the following amendments shall be incorporated and made part of the Pre-Determination Settlement Agreement dated October 21, 1983 (the Agreement), Docket Number: 10837005.

The amendments to the Agreement apply only to the Economic and Medical Field Services Division (formerly, Community Services Division) of DSHS and do not change or limit the obligation to comply with the Agreement by any other division or program of DSHS to which the Agreement applies.

DSHS will, as appropriate, consult with persons with limited English proficiency or organizations which represent the interests of such persons (such as Evergreen Legal Services) in the implementation of these amendments.

Amendments

A. Paragraph II.A. shall be amended to add the following language:

- 1. DSHS will computer identify all persons with limited English proficiency (LEP) by name, case number and primary language to ensure that information can be retained and appropriate bilingual services can be provided at the State Office and Community Services Office (CSO) levels.

B. Paragraph II.C. shall be amended to add the following language:

- 1. DSHS at the State Office level will designate forms to be translated or summarized. Designated forms shall be provided to all LEP applicants/beneficiaries in the LEP client's primary language. The forms to be translated or summarized by DSHS include all major written communications affecting a client's eligibility for benefits.
- 2. The following forms will be among the first<sup>1243</sup> to be expeditiously translated by DSHS:

- Blue Slips
- Short Form Applications
- DSHS 2-204 Financial Services Appointment Notice
- DSHS 7-28 Notice of Warrant Redirect
- DSHS 8-183 Notice of Termination (summary translations only)

RS WASH VER 11

DSHS 7-52 Recipient Information or Action Request  
DSHS 14-14 Notice of Denial or Withdrawal  
DSHS 14-39 Notice of Planned Action  
DSHS 14-81 Applicant Information Request  
DSHS 14-105 Appointment Notice  
DSHS 22-322 Interpreter Services (flyer)  
DSHS 24-19 Interpreter Services (poster)

3. DSHS will forward proposed translations and translated summaries to organizations representing LEP persons (such as Evergreen Legal Services) for review and comment before finalizing the translations. Such organizations shall have no more than three weeks in which to provide DSHS with comments about the proposed translations. Following the three week review period, DSHS will be entitled to finalize the translations with or without comment from organizations representing LEP persons.
  4. Future written communications will be translated or summarized by DSHS as developed. DSHS will exercise good faith judgment in determining whether to translate fully or summarize major written future communications, including mass mailings due to changes in State or Federal law or class action lawsuits, using the following criteria:
    - a. Forms that request information from the client or require some response on the part of the client involving denial, termination or reduction of benefits and forms advising the client of a termination, denial or reduction of benefits will be translated fully, except for computer generated DSHS 8-183 Termination Notice which will be summarized.
    - b. Other forms may be summarized. The summary will explain:
      - (1) The subject of the communication,
      - (2) Its significance,
      - (3) Whether or not a response is required, and
      - (4) Where the client may obtain translation of the form.
      - (5) Fair Hearing Rights
    - c. Primary non-English language forms which require handwritten worker fill-ins shall be filled in by the responsible DSHS employee (either directly if bilingual or through the use of a qualified bilingual interpreter) in the appropriate primary language.
- C. Paragraph II.E. shall be amended to add the following language:
- A translated notice outlining bilingual services will be included with all application packages. All regular eligibility reviews will inquire what a client's primary language is.

**D. Paragraph II.G. shall be amended to read as follows:**

- 1. A position shall be created in the Division of Economic and Medical Field Services. The responsibilities of this position will include the following:**
  - a. Supervision of the provision of interpreter, bilingual worker, and translation services;**
  - b. Provision of training and new employee orientation regarding bilingual services requirements and sensitivity to the special needs of LEP persons;**
  - c. Development of testing and hiring criteria for interpreters and bilingual DSHS workers;**
  - d. Conducting DSHS monitoring of bilingual services in the various CSOs; and,**
  - e. Assisting the CSOs to effectively use the bilingual capabilities of bilingual staff.**
- 2. The position will be continued for as long as necessary and appropriate and so long as funds remain available. However, should DSHS decide to eliminate this position, it will give notice to OCR.**
- 3. CSOs will be responsible for calling the program manager for bilingual services if problems arise with delivery of bilingual services that the local office cannot resolve.**

**E. Paragraph II.H.4. shall be amended to read as follows:**

**DSHS will assure that all interpreters and bilingual workers are fluent in English and a primary non-English language. DSHS shall develop standards of testing, oral and written, to ensure that all interpreters and bilingual workers meet the standard. Testing shall include evaluation of the language competence, interpreter skills, understanding of DSHS policies regarding confidentiality, DSHS forms and the role of interpreters.**

**F. Section II.H. of the Agreement will also be amended to add the following paragraphs:**


- 12. Bilingual services requirements will be outlined in DSHS' procedure manuals (manuals E and F) and all DSHS workers will be required to follow them. Any Washington Administrative Code provisions needing revision will be amended as required, including WAC 38833-382.**
- 13. Each CSO will have a written bilingual services policy which will delineate how the CSO will handle appointment scheduling, file identification, LEP client caseworker distribution, interpreter assignment, and the provision of bilingual written communications and the policy for dealing with LEP client walk-ins.**

14. The CSO's bilingual services policy will include a current list of interpreters and bilingual staff, the languages they speak, and the hours they are available for interpretation and translation. The policy and interpreter list will be reviewed at regular intervals and updated as necessary. The CSO's policy must comply with all requirements of the Agreement and the agreed upon amendments.
  15. The CSOs' bilingual services policies, list of interpreters, and list of bilingual workers will be filed with the DSHS program manager for bilingual services who will review them for compliance with the law, the Agreement, and state-wide procedures. The program manager for bilingual services will approve the CSOs bilingual services policies or will require that the CSOs make changes to bring their policies into compliance with the law, the Agreement, the amendments to the Agreement and state-wide DSHS policies.
- G. Paragraph II.L. shall be amended to add the following language:
1. Monitoring will include, as appropriate, desk and on-site assessments of:
    - a. The written procedures for providing bilingual services, including interpreters.
    - b. The current list of interpreters, bilingual staff, and their qualifications.
    - c. Whether or not delays or loss of benefits are occurring based on file checks and discussions with individual staff members.
    - d. General knowledge of financial, clerical and casework staff regarding bilingual services procedures.
    - e. The provision of written communication, including worker fill-ins.
    - f. The procedure(s) for identification of LEP clients and their files.
    - g. The methods by which LEP clients are notified of the availability of qualified bilingual interpreters at no cost and without significant delay.
  2. Monitoring will also assess the extent to which CSOs are complying with all sections of the Agreement, whether or not they have been amended.
  3. Copies of the monitoring report will be provided to each CSO and the respective region. CSOs will be required to expeditiously take corrective action on any problems which may be identified.
  4. On a once yearly basis, DSHS will provide a summary of all monitoring reports to OCR for review. Upon request, DSHS will provide copies of individual CSO monitoring reports.




Signatures of the Parties

OCR and DSHS hereby enter into the foregoing amendments to the Agreement by the signatures of their authorized representatives as named below on the dates indicated.

  
\_\_\_\_\_  
Jule Sugarman, Secretary  
Department of Social and  
Health Services  
OB 44  
Olympia, Washington 98504

Dated this 5<sup>th</sup> day of JUNE, 1987

  
\_\_\_\_\_  
Carmen Palomera Rockwell  
Regional Manager  
Office for Civil Rights  
U.S. Department of Social and  
Health Services, Region X  
2901 Third Avenue, M/S 510  
Seattle, Washington 98121

Dated this 12<sup>th</sup> day of June, 1987

SHSD  
CONTRACTS MGR  
87 JUN 24 P 3:25  
RECEIVED

2H2  
11 5A 15 JAN 88

# LEP CASE AUDIT

Check the following box if this case review is at the client's request:

CASE NAME: \_\_\_\_\_

CASE NUMBER: \_\_\_\_\_

A. AUDIT FACTORS:	YES	NO
1. Case record marked LEP?		
2. Language coded correctly on:		
DSHS 7-01 (M-form):		
DSHS 2-475:		
3. Does record contain documentation of language or sign interpreter usage? (ie., 14-08, 14-109)		
4. Within the last 6 months or since the last audit (Whichever is less):		
a. Was assistance reduced, denied or terminated?		
<b>If answer to 4a is yes, answer 4b: (If no, go to question 5)</b>		
b. Was a translated notice provided?		
<b>If answer to 4b is no, answer the following: (If yes, go to question 5)</b>		
c. Will benefits be restored to allow for provision of a translated notice?		
d. Will the restored benefits result in an overpayment (to provide advance and adequate notice)?		
5. Were pre-printed, translated notices used, when appropriate?		

C. Describe other findings related to LEP services:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE OF AUDIT: \_\_\_\_\_ MM DD YY

AUDIT PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

AUDITOR (WORKER ID): \_\_\_\_\_

CSO NAME: \_\_\_\_\_

CSO NUMBER: \_\_\_\_\_

PRIMARY LANGUAGE CODE: \_\_\_\_\_

B. Written Communications

Enter the total number of notices sent to the client during this audit period. = 1.

Enter the total number of translated notices sent to the client during this audit period. = 2.

Percentage of translated notices sent in this audit period. (Divide the number translated (B.2.) by the number sent (B.1.)) = 3.

D. Corrective Action:

Document action which is necessary to prevent recurrence:

1	<input type="checkbox"/>	Notice reissued in client's language
2	<input type="checkbox"/>	Record returned for further documentation of language preference
3	<input type="checkbox"/>	Staff training for LEP requirements
4	<input type="checkbox"/>	Other: _____

E. AUDIT RESULTS:

	YES	NO
CASE CORRECT:	<input type="checkbox"/>	<input type="checkbox"/>



7. If questions 5 or 6 indicate a delay in services for LEP clients, please describe corrective action taken or planned and any interim measures which have been taken to assure services without delay.

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**C. TRAINING**

- 1. Is LEP training a part of new staff orientation? \_\_\_\_\_
- 2. Is refresher LEP training provided to all permanent employees as part of job development? \_\_\_\_\_
- 3. Indicate the number of bilingual staff, contracted interpreters and translators which have and have not (1) received the basic LEP training and (2) received certification of fluency as outlined in the DSHS policy 7.07.

		LEP TRAINING	CERTIFIED AS FLUENT
A. Bilingual staff:	Yes	_____	_____
	No	_____	_____
B. Contracted Interpreters/ Translators	Yes	_____	_____
	No	_____	_____

For those who have not received the required LEP training, please indicate an estimated completion date for receipt of this training: \_\_\_\_\_

4. Indicate the number of bilingual staff who have received multi-cultural sensitivity education. \_\_\_\_\_

**D. COMMUNITY AND CLIENT CONTACTS**

1. Describe the results of contacts made with community organizations regarding the quality of the CSO's bilingual services: \_\_\_\_\_

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2. Describe client complaints received which relate to bilingual services, and the corrective actions taken or planned:

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Please feel free to attach comments, suggestions, or other information you think would contribute to this report.

**Important Notice to People who are Limited  
in their ability to Understand English.**

You may be eligible for more benefits because of a recent settlement of a lawsuit in the United States District Court called Reves v. Thompson, Docket Number:

You May Qualify If:

- o You have applied for or received benefits such as financial, medical or food stamps from the Department of Social and Health Services (DSHS) since October 1, 1987, and;
- o You prefer to talk with us in a language other than English.

When you applied for or received benefits from DSHS you had the right to letters and forms in the language you prefer. If DSHS did not do that, you may not have been able to read the notices sent to you or fill out the necessary forms. In that case you may not have received all the benefits you were eligible for.

You may now ask DSHS to look at your record. DSHS will decide whether or not you are eligible for more benefits because you did not receive the notices or forms in your language. If you would like DSHS to review your record, please fill the information below and return this form in the enclosed envelope. You keep the pink copy for your receipt. You must return this form within 90 days of the date of this notice.

DSHS will review your case to find out if you are eligible for more benefits and, if so DSHS will mail you the benefits and a letter telling you how the amount was determined. If you are not eligible for more benefits, DSHS will tell you why. If you disagree with either decision, you have the right to a fair hearing. You must request the fair hearing within 90 days of the date of the written decision.

In the future, if you receive a notice or form to fill out in English rather than your language, you have the right to an appointment by the end of the next working day, so they can help you understand and respond to the notice. DSHS will then review your record to see if you have lost any benefits because you didn't get notices or forms in your language.

You may also contact your local legal services office for assistance. A list of Offices is enclosed.

TO: DSHS

Please review my case record to determine if I am owed additional assistance because of receiving notices which were not in my language.

Name: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CASE NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER:  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_, 1991

EXHIBIT E

**IMPORTANT NOTICE TO  
PEOPLE WHO ARE  
LIMITED IN THEIR  
ABILITY TO UNDERSTAND  
ENGLISH**

You may be eligible for  
more benefits!

You may qualify if:

- \* You have applied for or received Financial, Medical or Food Stamp benefits from DSHS; and
- \* You prefer to talk with us in a language other than English; and
- \* You have not received notices or forms from DSHS in your language.

If you think you might be eligible, please contact the Receptionist for more information about the REYES vs. THOMPSON lawsuit.

EXHIBIT G

ENGLISH MAJOR NEWSPAPERS

The Bellingham Herald  
P.O. Box 1277  
1155 State Street  
Bellingham, WA 98227  
(206) 676-2600

The Seattle Post Intelligencer-  
The Seattle Times  
101 Elliot Avenue West (P.I.)  
Seattle, WA  
(206) 624-7355

Yakima Herald-Republic  
114 N. 4th Street  
Yakima, WA  
(509) 452-7355

Spokesman Review -  
Spokane Chronical  
West 999 Riverside  
Spokane, WA  
(509) 838-4664

Wenatchee World  
14 North Mission  
Wenatchee, WA  
(509) 663-5161

The Tri-City Herald  
P.O. Box 2608  
Tri-Cities, WA 99302  
(509) 582-1500

Walla Walla Union Bulletin  
P.O. Box 1358  
Centralia, WA 98531  
(509) 525-3300

HISPANIC PERIODICALS

LEAP Lines  
Washington Immigration  
Project Newsletter  
233 6th Avenue N., Ste 110  
Seattle, WA 98109  
(206) 443-9229

La Voz  
157 Yessler Way, #209  
Seattle, WA 98104  
(206) 447-4891

El Mundo  
P.O. Box 1511  
Wenatchee, WA 98807  
(509) 663-5161

El Noticiero  
Commission on Hispanic Affairs  
1011 10th Avenue  
Olympia, WA 98504

Hispanic News  
2318 2nd Ave.  
Seattle, WA 98121  
(206) 768-0421  
(206) 441-4537

Las Noticias de Washington  
139 Division  
Grandview, WA 98930  
(509) 882-2223  
(206) 762-7983

Migrant Education News  
Old Capital Bldg.  
M/S FG-11  
Olympia, WA 98504  
(206) 753-3031  
Miguel Ortega, Editor  
P.O. Box 901  
Sunnyside, WA 98944  
(509) 839-0440

Northwest Chicano Radio  
Network Radio CDNA  
P.O. Box 800  
Granger, WA 98932  
(509) 854-2222

El Sol  
Peter Chacon  
913 W. Louis St.  
Pasco, WA 99301

ASIAN PERIODICALS

Cambodian Assoc. of N.W. WA  
998 W. Casino Rd., #1  
Everett, WA 98204

Chinese Daily News  
610 Maynard Avenue South  
Seattle, WA 98104-2921

Asian American Journalists Assoc.  
Seattle Chapter-Int'l Examiner  
c/o 318 6th Avenue South, #127  
Seattle, WA 98104  
(206) 624-3925

Asia Pacific Business Journal  
2001 6th Avenue, Ste 2828  
Seattle, Wa 98121  
(206) 448-7537

Asia Today  
17230 Bothell Way N.E.  
Seattle, WA 98155  
(206) 365-8807

Philipino American Bulletin  
3814 N.E. 75th #4  
Seattle, WA 98115  
(206) 526-0423

Philipino-American Herald (Eng.)  
2824 South Brandon  
Seattle, WA 98108  
(206) 725-6606

International Examiner  
318 6th Avenue South #127  
Seattle, WA 98104  
(206) 624-3925

Japanese American Citizens  
League Newsletter  
c/o Holly Wasui  
P.O. Box 75272  
Seattle, WA 98125

Korea Central Daily News  
13749 Midvale North  
Seattle, WA 98133  
(206) 365-4000

Korea Times  
430 Yale Ave. North  
Seattle, WA 98109  
(206) 622-2229

Korean American Television  
Broadcasting Inc.  
809 South 336  
Federal Way, WA  
(206) 838-0980

Korean Journal  
6032 M.L. King Way South  
Seattle, WA 98118  
(206) 725-2704

Mekong News  
132 E. 88th Street  
Tacoma, WA 98445  
(206) 535-5474

Nguoi Viet-Northwest Vietanemese  
Weekly News  
3111 M.L. King Jr. Way South  
Seattle, WA 98144  
(206) 722-0445

Nisei Veterans Newsletter  
1212 South King St.  
Seattle, WA 98144  
(206) 322-1122

North American Post  
662½ South Jackson St.  
Seattle, WA 98104  
(206) 623-0100

Northwest Ethnic News  
3123 Eastlake Avenue East  
Seattle, WA 98102  
(206) 726-0357

Northwest Nikkei  
P.O. Box 14240  
Seattle, WA 98114  
(206) 624-4169

Refugee Voice  
2200 Rainier Avenue South  
Seattle, WA 98144  
(206) 323-9365

Seattle Chinese Post  
414 8th Avenue South  
Seattle, WA 98104  
(206) 223-0623

World Journal  
610 Maynard Avenue S.  
Seattle, WA 98104  
(206) 223-0802



Japanese American Citizens  
League - Tacoma Chapter  
Newsletter  
1717 South Fawcett  
Tacoma, WA 98402  
(206) 922-5524

Japanese Buddhist Church  
Newsletter  
1427 South Main  
Seattle, WA 98144  
(206) 329-0800

Japanese Community Services  
of Seattle Newsletter  
1414 S. Weller  
Seattle, WA 98144  
(206) 323-0250

Kin On Chinese Nursing Home  
Newsletter  
1700 24th Ave. South  
Seattle, WA 98144  
(206) 322-0080

Korean Catholic Church  
Newsletter  
2733 4th Avenue  
Seattle, WA 98134  
(206) 382-9491

Chinese Business Journal  
606 Maynard Ave. South, #102  
Seattle, WA 98104  
(206) 624-8781

Japan-American Society of  
the State of WA Newsletter  
1 Union Square 600 University St.  
Seattle, WA 98101-3163  
(206) 623-7900

Washington State Publisher  
P.O. Box 14010  
Seattle, WA 98114  
(206) 725-9856

International Dist. Housing  
Alliance Newsletter  
409 Maynard Ave. South  
Seattle, WA 98104  
(206) 623-5132

#### OTHER PERIODICALS/NEWSLETTERS

Northwest Ethnic News  
144 NE 54th #6  
Seattle, WA 98105  
(206) 522-2188

Northwest Minority Publisher's  
Association  
P.O. Box 3468  
Seattle, WA 98114  
(206) 223-0626

Tacoma Community House  
Newsletter  
9112 Lakewood Dr. SW  
Tacoma, WA 98499  
(206) 383-3951

Washington Southasian  
Newsletter  
P.O. Box 95978  
Seattle, WA 98145-2978

American Czech Club/Fraternal  
Herald Newsletter  
1249 NE 94th St.  
Seattle, WA 98115  
(206) 523-1722

Hungarian American Assoc.  
of WA - Hirek Newspaper  
P.O. Box 17280  
Seattle, WA 98107-0980  
(206) 340-0706

Continental Reporter (German  
Newspaper)  
11338 23rd Ave. NE  
Seattle, WA 98125  
(206) 362-1505

Seattle Swiss Society  
Newsletter  
4325 243rd Ave. NE  
Redmond, WA 98053  
(206) 868-8729

Holland-America Club/Ye Old  
Dutch Mill News  
6044 40th Ave. NE  
Seattle, WA 98115  
(206) 524-5232

Finlandia Foundation Newsletter  
P.O. Box 342  
Seattle, WA 98111

Continental Reporter  
11338 23rd Ave. NE  
Seattle, WA 98125  
(206) 362-1505

Finlandia Foundation Newsletter  
P.O. Box 342  
Seattle, WA 98111

Othello Outlook  
P.O. Box 0  
Othello, WA 99344

Review  
P.O. Box 511  
Toppenish, WA 98948

Chelan Valley Mirror  
P.O. Box 249  
Chelan, WA 98916

Danish Newsletter-American  
Dane National Magazine  
9705 132nd Ave. NE  
Kirkland, WA 98033  
(206) 828-0212

Western Viking Newspaper  
P.O. Box 70408  
Seattle, WA 98107  
(206) 784-4617

German American Society  
Newsletter  
West 25th 3rd Ave.  
Spokane, WA 99204

Jareeda Magazine  
5916 NE 159th St.  
Vancouver, WA 98686  
(206) 574-9419  
(Middle Eastern Magazine)

Bienvenidos  
Lilly Deans  
P.O. Box 553  
Omak, WA 98841  
(509) 826-1110

Viva  
Jim Flint  
P.O. Box 511  
Toppenish, WA 98948  
(509) 865-4055

Holland-America Club/Ye Old  
Dutch Mill News  
6044 40th Ave. NE  
Seattle, WA 98115  
(206) 524-5232

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P.O. Box 342  
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