

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) pertains to the resolution of the case captioned *Torres, et al. v. District of Columbia, et al.*, United States District Court for the District of Columbia Case No. 1:15-cv-01766-TFH, and is entered into between Plaintiffs Maria Amaya Torres and Minerva Nolasco, (collectively, “Plaintiffs”), and Defendants District of Columbia and Laura Green Zeilinger, Director of the District of Columbia Department of Human Services, in her official capacity (collectively, “Defendants”). The foregoing individuals and entities each are referenced herein as a “Party” and collectively are referenced as the “Parties.”

The Parties hereby stipulate and agree as follows:

### RECITALS

**WHEREAS**, Plaintiffs are customers of DHS who contend that they have been harmed by DHS’s failures to provide language access services and have filed a lawsuit against the Defendants that is pending in the United States District Court for the District of Columbia, captioned *Torres, et al. v. District of Columbia, et al.*, Case No. 1:15-cv-01766-TFH (the “Litigation”), claiming violations by Defendants of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*; the District of Columbia Human Rights Act, D.C. Code §§ 2-1401.01 *et seq.*; and the District of Columbia Language Access Act of 2004, D.C. Code §§ 2-1931 *et seq.* (“Language Access Act”);

**WHEREAS**, Defendants have denied and continue to deny liability for such alleged violations;

**WHEREAS**, the Parties desire, through this Agreement, to resolve and settle the Litigation without the costs and burdens associated with further litigation with respect to the claims and defenses raised in the Litigation;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and which consideration includes, but is not limited to, the mutual promises and covenants contained herein, the Parties hereby agree to be bound as follows:

### AGREEMENT

#### I. DEFINITIONS

- A. “Bilingual employee” means a DHS employee who is fluent in English and at least one other language and can provide services directly to a Limited English Proficient (“LEP”) or Non-English Proficient (“NEP”) customer in a language that the bilingual employee and the LEP/NEP customer share.
- B. “Covered Languages” means those non-English languages into which DHS is required to provide translation of vital documents, pursuant to D.C. Code § 2-1933.

- C. “DHS” means the District of Columbia Department of Human Services. This definition includes but is not limited to the District of Columbia Economic Security Administration (“ESA”), defined below.
- D. “DHS employees,” “DHS staff,” and “DHS personnel” mean all employees, agents, and other affiliates of DHS whose job responsibilities place them in contact with DHS customers who may have language access needs. The terms “DHS employees,” “DHS staff”, and “DHS personnel” also refer to the foregoing persons’ immediate supervisors.
- E. “Effective Date” means the date on which this Agreement is executed by the Parties.
- F. “ESA” means the District of Columbia Economic Security Administration, a subdivision of DHS that determines eligibility for public benefits through the Supplemental Nutrition Assistance Program (“SNAP”), Temporary Assistance for Needy Families (“TANF”), Refugee Cash Assistance programs, and other programs directed to, *inter alia*, child care services, burial assistance, interim disability assistance, medical assistance, and parent and adolescent support services.
- G. “Language Line” means the telephonic translation service used by ESA Service Center staff members in the absence of bilingual employees or in-person staff members who may serve as interpreters in customers’ languages.
- H. “LEP/NEP” refers to DHS customers who are Limited English Proficient (“LEP”) or Non-English Proficient (“NEP”). An LEP customer is an individual who does not speak English as his or her primary language and who has a limited ability to read, speak, write, or understand English. An NEP customer is an individual who cannot speak or understand the English language at any meaningful level. All LEP/NEP customers of DHS qualify for oral language services, as provided in D.C. Code § 2-1932.
- I. “Ombudsman” means the person described in Section III.B below, whose responsibilities include maintaining availability to assist LEP/NEP customers with problems regarding access to language assistance, and assisting in the resolution of any underlying customer benefits requests or concerns. Throughout this document, references to an “Ombudsman” shall refer both to the Ombudsman and the back-up Ombudsman, as described in Section III.B.
- J. “Oral Interpretation Services” means language services provided for a LEP/NEP customer, either in-person or via electronic or telephonic services, that provide communications between languages effectively, accurately, and impartially, both receptively and expressly, using any necessary specialized vocabulary. Family members of LEP/NEP customers do not constitute persons who can render Oral Interpretation Services for purposes of this definition unless that person is otherwise certified as an interpreter.

- K. “Service Centers” are the five physical locations in the District of Columbia at which DHS customers may apply for benefits administered by ESA and interact with ESA staff members.

## II. GENERAL POLICIES

DHS will ensure that LEP/NEP individuals who seek to become or are customers of DHS have an equal opportunity to participate in and enjoy the benefits of DHS services, programs, and activities, as compared to non-LEP/NEP individuals who are similarly situated.

DHS will provide language access services in accordance with the law to ensure that LEP/NEP individuals have access to and the ability to participate in and enjoy the benefits of DHS services, programs, and activities.

DHS designates the DHS ESA Administrator or his or her designee as the contact person regarding the provision of language access services under this Agreement.

## III. SERVICE CENTER INTAKE PROCEDURES AND ROLE OF THE OMBUDSMAN

### A. General Policy

From the point at which an LEP/NEP customer notifies DHS staff of his or her LEP/NEP status, typically during intake at an ESA Service Center location, each such LEP/NEP customer will be provided by DHS with access to an interpreter or will be served by a bilingual employee. As described below, the Ombudsman will play an important role in facilitating effective communication throughout each LEP/NEP customer’s interaction with DHS.

### B. Role and Responsibilities of the Ombudsman

1. No later than thirty (30) days after the Effective Date, each ESA Service Center shall designate an Ombudsman who will be available to assist any LEP/NEP customer with problems throughout the customer’s visit and subsequent relationship with DHS related to language access, and with respect to resolving any underlying benefits questions or concerns. The Ombudsman shall be an experienced ESA employee, knowledgeable about the programs and services offered by ESA and within the Service Center in which he or she is located. The Ombudsman shall be multi-lingual (i.e., at least bilingual), where practicable, and shall possess excellent customer service skills. Any LEP/NEP customer who is experiencing difficulty communicating with DHS because of a language barrier may contact the Ombudsman directly at any time, or ask any ESA staff person to connect the customer with the Ombudsman.
2. Each Service Center also shall designate at least one back-up Ombudsman for times during which the primary Ombudsman is not available. For purposes of the reporting and review described at Section III.B.7, *infra*, both the primary Ombudsman and back-up Ombudsman

shall be responsible for transmitting the required documentation to the relevant parties.

3. The Ombudsman shall be selected by each Service Center manager, in consultation with the ESA Administrator and the ESA Multicultural Affairs Coordinator.
4. The name and contact information for each Ombudsman and back-up Ombudsman shall be posted on the DHS website. In addition, each Service Center shall post the names and contact information for the Ombudsman and back-up Ombudsman on large, visible signs. These signs shall be translated into Spanish, Amharic, Mandarin, and French for which an LEP/NEP DHS customer would be entitled for translation services pursuant to D.C. Code § 2-1933. The signs shall be translated to state the following: “You have the right to an interpreter here. If you do not receive an interpreter, please contact this Service Center’s Ombudsman while you are here [contact information].”

Any ESA staff person to whom a request is made to speak with the Ombudsman shall connect the LEP/NEP customer with the Ombudsman as soon as possible and shall use his or her best efforts to do so while that customer still is in the Service Center.

5. The Ombudsman shall serve as an internal advocate for any LEP/NEP customer who is experiencing difficulties accessing DHS services because of a language barrier. This advocacy includes, but is not limited to, ensuring that a customer is provided with language assistance at the Service Center and ensuring that the customer’s eligibility to obtain or to continue to receive benefits is considered and reviewed properly.

The Ombudsman shall determine the language issue that each LEP/NEP customer is experiencing. In every interaction with an LEP/NEP customer, the Ombudsman will provide oral interpretation or translation in that customer’s language (using Language Line, if necessary, in the event that the Ombudsman is not fluent in the customer’s language).

The Ombudsman shall explain to the LEP/NEP customer the role of the Ombudsman, and the manner in which the Ombudsman will assist the LEP/NEP customer in accessing DHS services. The Ombudsman also shall explain how he or she can assist the LEP/NEP customer, if such customer does not feel that ESA staff has provided adequate resolution to benefits or service-related concerns.

The Ombudsman shall connect the LEP/NEP customer to the appropriate ESA employee to assist with his or her Service Center visit. The Ombudsman shall confirm that the employee to whom the LEP/NEP customer is connected uses language services to serve the customer. For

an LEP/NEP customer who waited to speak with an ESA staff person before reaching the Ombudsman, the Ombudsman shall connect that LEP/NEP customer to the next available ESA staff person capable of providing assistance.

6. When the ESA employee to whom the LEP/NEP customer is connected finishes assisting the LEP/NEP customer, the ESA employee, along with the LEP/NEP customer, shall consult with the Ombudsman to confirm that the LEP/NEP customer was able to complete his or her business at the Service Center.

If the LEP/NEP customer tells the Ombudsman that he or she still has questions, or otherwise indicates that he or she did not complete his or her business at the Service Center, then the Ombudsman shall assist the LEP/NEP customer in elevating his or her concerns within the Service Center and DHS. The process of elevating a benefit or service-related issue within ESA will entail raising the issue first with a supervisor, then with a section chief, and then with the Service Center manager. If the Service Center manager cannot resolve the issue, the Ombudsman and manager jointly are responsible for elevating the issue to the ESA Division of Program Operations (“DPO”) for resolution. It shall be the Ombudsman’s role to ensure that language services are provided to the LEP/NEP customer at every level of such review, until the customer’s benefit or service-related issue is resolved. Any changes to this process shall be promptly reported to the Language Access Customer Advisory Group (“LACAG”) for review and comment.

7. If the Ombudsman assists an LEP/NEP customer to elevate a benefit or service-related issue, each party to whom the issue is elevated shall include the Ombudsman in all communications with the customer about his or her concern. The Ombudsman shall document the details of each LEP/NEP customer’s interaction with the Ombudsman, including but not limited to:
  - a. why the LEP/NEP customer experienced a language barrier;
  - b. the DHS staff person(s) with whom the LEP/NEP customer interacted, and the results of those interactions;
  - c. whether and how the LEP/NEP customer was provided with language access services;
  - d. any underlying benefits concern the LEP/NEP customer sought to have addressed; and
  - e. the outcome of the LEP/NEP customer’s service request.

This information shall be documented in a form and manner to be prescribed by the ESA Administrator. On the first business day of each week, the Ombudsman shall transmit a copy of the prior week's documentation to the ESA Service Center Manager, the ESA Deputy Administrator for Program Operations, and the ESA Administrator.

C. Role and Responsibilities of the ESA Administrator

The ESA Administrator shall prescribe the form and manner of the weekly Ombudsman reports regarding LEP/NEP customer interactions referenced in Section III.B, *supra*.

On the first business day of each month, the ESA Administrator shall submit its own report on each Service Center to the Language Access Customer Advisory Group, as described in Section IV, *infra*. The ESA Administrator's monthly reports shall draw on the weekly reports received from the Ombudsmen and any other evidence regarding LEP/NEP customer interactions received by the ESA Administrator. Such reports shall document the previous month's LEP/NEP customer interactions with DHS staff, including the Ombudsmen, and describe in detail DHS's follow-up to any customer complaints or concerns, including the nature and results of any case reviews by DPO. The ESA Administrator's reports shall be redacted as necessary to comply with applicable privacy laws, regulations, and policies.

IV. LANGUAGE ACCESS CUSTOMER ADVISORY GROUP

A. General Policy

Within ninety (90) days of the effective date of this Agreement, DHS will establish (and thereafter will maintain) a Language Access Customer Advisory Group (the "LACAG"). The purposes of the LACAG will be to advise DHS on observations, issues, or concerns received from a DHS Service Center Ombudsman or otherwise brought to the LACAG's attention related to language access services provided by DHS; to review and evaluate DHS's performance with respect to providing language access services and carrying out this Agreement; to provide a forum for community reporting and discussion of language access issues; and to provide DHS with recommendations for improving and expanding language access services under applicable state and federal laws.

B. Membership

The LACAG will be comprised of ten members. Five members will be current or former LEP/NEP customers of DHS; two members will be District of Columbia Language Access Coalition ("LAC") members; two members will be DHS staff; and one member will be a member of the District of Columbia Office of the Attorney General ("OAG"). Every effort will be made to ensure that at least one member of the LACAG speaks a native language that is neither English nor Spanish.

It shall be the responsibility of DHS to advertise the availability of open positions on the LACAG, using fliers translated pursuant to D.C. Code § 2-1933 and posted in Service

Centers, on the DHS website, and in any other relevant locations. DHS must undertake such advertising efforts for a period of no fewer than six (6) weeks immediately following the execution of this Agreement by the Parties. DHS shall select, with input from the LAC, the five current or former LEP/NEP customers of DHS from among those individuals who indicate that they wish to serve as members of the LACAG. If a sufficient number of LEP/NEP customers do not express interest in becoming members of the LACAG, the remaining membership shall be selected by joint consultation of the other member groups (i.e., DHS, LAC, and OAG). DHS, LAC, and OAG will select which of their own employees/members shall serve on the LACAG.

LACAG members shall serve an initial term of two years. After the initial term is completed, LACAG members shall serve renewable terms of up to three years, with membership expirations to occur on a staggered basis. The LACAG will establish bylaws to determine renewed membership terms and to regulate meeting operations, to be approved by a majority of the LACAG's members.

C. Functions and Limitations

The LACAG shall meet at least quarterly, with the discretion to meet more frequently if a majority of the LACAG so decides.

On at least a quarterly basis, the LACAG shall review the monthly reports received from the ESA Administrator (described at Section III.B.7, *supra*) to determine whether each ESA Service Center is performing adequately with respect to language access services. In evaluating each Service Center's performance, the LACAG may consider all relevant factors, including but not limited to the documentation submitted by the ESA Administrator and any reports or complaints received by the LACAG related to the performance of the Service Centers and their employees. The LACAG shall submit formal written evaluation to the ESA Administrator, on at least a quarterly basis. Copies also shall be sent to OAG and Plaintiffs' counsel.

The LACAG also may advise DHS on observations, concerns, or recommendations regarding language access services provided by DHS, and may provide DHS with recommendations to improve or expand language access services. These may include recommendations to address DHS employees who consistently fail to offer or provide language access services. Recommended courses for improvement may include, without limitation, additional training and/or employee discipline consistent with applicable laws, regulations, and policies.

The members of the LACAG are not public officials or employees when they serve as members of the LACAG. The LACAG shall not be a "public body," as defined by the D.C. Open Meetings Act. The LACAG may provide informal advice to DHS, but shall not be an official advisory body that takes official action by the vote of its members.

## V. DHS TRAINING AND STAFF PERFORMANCE

### A. General DHS Staff Training on Language Access

DHS shall provide annual and supplemental language access training to all ESA staff. By one month from the Effective Date of this Agreement, DHS will complete the “hands on” language access training that it began earlier this year, in order to reinforce annual training and give staff clear instruction on how to identify and serve LEP/NEP customers. DHS will provide the same training to all future ESA employees within one month of their start dates, and will continue to provide annual and supplemental language access training to all ESA staff members.

DHS shall send a copy of any report detailing the training provided by this section to the District of Columbia Office of Human Rights (“OHR”) no later than one month after the Effective Date of this Agreement.

### B. Training of Ombudsmen

DHS will complete separate “hands on” training for all Ombudsmen within three months of the Effective Date of this Agreement. DHS will provide clear instruction on how to identify persistent language-based barriers to service access; ensure that LEP/NEP customers are provided with language assistance at the Service Center; ensure that the customers’ eligibility to obtain or continue to receive benefits is considered and reviewed properly; elevate any issues or concerns relating to language access services or provision of benefits; identify and speak with staff members who need additional reinforcement; and transmit the documentation required under this Agreement. All Ombudsmen will receive full training within one month of their start dates, and DHS will provide an annual training to reinforce these skills. A report detailing the training provided, and confirming that it was received by all Ombudsmen, shall be submitted to the LACAG for review no later than three months after the Effective Date of this Agreement, and annually thereafter, by DHS. Copies of the report also shall be sent to OAG and Plaintiffs’ counsel.

### C. Staff Performance

Any time that an ESA staff member has failed to offer or to provide language access services to an LEP/NEP customer, the incident shall be documented as detailed in Section III.B.7. Within one month of such interaction, ESA shall ensure that either the Ombudsman or the ESA Service Center Manager has engaged in a face-to-face discussion with the ESA staff member to provide individualized feedback for improvement.

Should problems persist despite repeated feedback, ESA will provide appropriate additional training or discipline consistent with applicable laws, regulations, and policies.



## VI. ORAL LANGUAGE SERVICES AND TRANSLATIONS

### A. Oral Language Services

DHS will provide Oral Language Services in accordance with the Language Access Act and implementing regulations.

### B. Written Translation Services

DHS will provide written translation services required by the Language Access Act to all LEP/NEP customers who speak a Covered Language.

## VII. MONITORING AND COMPLIANCE

### A. Provision of Written Materials

DHS shall deliver to the LACAG, within thirty days of their completion, copies of any written policies, notifications, and/or other written materials called for under this Agreement. DHS shall deliver the following materials to Plaintiffs' counsel in the period before the LACAG is implemented: (1) the report from the ESA Administrator pursuant to Section III.C; and (2) the report on the training of the Ombudsman pursuant to Section V.B.

### B. Monitoring by the LACAG

On a quarterly basis, the LACAG will review each Service Center's performance with respect to language access services, as described in Section IV.C, *supra*. The LACAG's written evaluation will be sent to the ESA Administrator.

## VIII. NOTICE TO CUSTOMERS

The Attorney General of the District of Columbia will issue a Press Release within a short period of time after the Effective Date of this Agreement announcing the settlement and stating the essential terms of the settlement. Plaintiffs shall have the right to post the OAG press release in community publications and other sources of information that are normally read by DHS customers.

Within sixty (60) days of the Effective Date of this Agreement DHS shall place a translated advertisement notifying the public of the settlement agreement four times in the publications *El Tiempo Latino*, *Washington Hispanic*, *Asian Fortune*, *Korea Daily*, and *Korea Times*. The advertisement in *El Tiempo Latino* and *Washington Hispanic* shall be in Spanish, the advertisement in *Asian Fortune* shall be in English, and the advertisement in *Korea Daily* and *Korea Times* shall be in Korean. DHS shall pay the cost of advertisement in an amount that shall not exceed five thousand one hundred sixty one dollars and zero cents (\$5,161.00) in total publication costs. Any additional publication costs shall be paid by the Plaintiffs.

The advertisement shall read as follows:

As part of its ongoing commitment to its customers and its obligation under the D.C. Language Access Act, the D.C. Department of Human Services (“DHS”) Economic Security Administration (“ESA”) announces language access improvements in its city-wide ESA Service Centers. If you are an ESA customer with limited or no English proficiency, you should expect to receive:

- Assistance from an in-person or telephone interpreter or bilingual staff member in your preferred language if you tell an ESA Service Center employee that you want interpretation.
- Help, as needed, from a specially-trained language access Ombudsman within your ESA Service Center, who will:
  - Communicate with you via an in-person or telephone interpreter or a bilingual ESA staff member who speaks your preferred language, if he or she does not speak your language.
  - Be available to assist you with any difficulties you encounter obtaining services in your preferred language at an ESA Service Center throughout your visit.
  - Help you navigate ESA’s process for resolving benefits concerns that relate to you not receiving language access services you requested, including by helping you to elevate problems through the Service Center and DHS with interpretation assistance in your preferred language.
  - Confirm that you were able to resolve your language access-related benefits issues and complete your business during your ESA Service Center visit.
- Access to a back-up Ombudsman at your ESA Service Center, in case the designated Ombudsman is not available.
- Public posting of the names and contact information for the Ombudsman and back-up Ombudsman at your ESA Service Center, as well as online.

DHS also is establishing a new Language Access Customer Advisory Group (“LACAG”), which will advise DHS on language access issues and review DHS’s performance related to language access on a quarterly basis. For more information regarding the LACAG, please call Cheryl Coleman-Hall, ESA Deputy Administrator, Department of Program Operations at (202) 698-3929 or by mail at [cheryl.colemanhall@dc.gov](mailto:cheryl.colemanhall@dc.gov).

## IX. RELEASE AND SETTLEMENT OF CLAIMS

### A. Release

In consideration of the representations, promises, and Agreements set forth herein, including the payments as set forth in this Agreement, the sufficiency of which is hereby

acknowledged, each Plaintiff, by executing this Agreement on their behalf and on behalf of their representatives, assignees, heirs, executors, agents, family members, beneficiaries, administrators, successors, and anyone acting or claiming to act on their behalf, hereby releases and forever discharges DHS, its successors and assigns, departments, divisions, units, officers, servants, employees, agents, officials, representative and independent contractors, including, but not limited to, Defendants, from any and all claims, demands, damages, actions, causes of action, obligations, debts of whatsoever kind or nature, known and unknown, asserted and unasserted, direct and indirect and of any kind, nature or description whatsoever, which arise or may arise, or which arose or may have arisen, as a result of, or growing out of, injuries or damages alleged to have incurred as a result of facts alleged in the Litigation, whether or not such injuries or damages are contemplated at the present time arising out of the facts set forth in the complaint filed with the United States District Court for the District of Columbia in the case captioned *Torres, et al. v. District of Columbia, et al.*, Case No. 1:15-cv-01766-TFH.

B. Dismissal

Upon receipt of a fully-executed copy of this Agreement and the monetary payment required under Subsection C of this Section, Plaintiffs shall dismiss with prejudice the Litigation and all claims set forth therein, by filing in the Litigation within ten (10) days of receipt of such monetary payment a Stipulation of Dismissal with Prejudice, which counsel for Defendants shall approve and execute. The parties agree that the United States District Court for the District of Columbia will retain jurisdiction over this Agreement as set out in Subsection D of this Section.

C. Attorneys' Fees, Costs, Disbursements and Expenses, and Damages

This Agreement is contingent upon any necessary approvals, including the approval of the payment of any settlement funds by Defendants. Request for such approval shall be made by counsel for Defendants as soon as practicable to the relevant disbursing entities on behalf of the District of Columbia, and such approval shall be certified to Plaintiffs' counsel in writing no later than sixty (60) days following the execution of this Agreement.

In settlement of all of Plaintiffs' claims arising out of their encounters with Defendants, up to and including the Effective Date, including any claims for attorneys' fees and costs, any disbursements and expenses, and damages, Defendants shall pay to Plaintiffs the sum of One Hundred and Twenty Thousand Dollars (\$120,000) by check made payable to the Washington Lawyers' Committee for Civil Rights and Urban Affairs.

All payments pursuant to this section shall be disbursed within sixty (60) days of the execution of this Agreement.

Counsel who brings an enforcement action on behalf of Plaintiffs pursuant to Subsection D of this Section and who obtains a judgment against Defendants will be entitled to attorneys' fees starting from the date of the filing of the enforcement action.

D. Enforcement Provisions

During the term of this Agreement, Plaintiffs may bring a lawsuit solely for a claim for material breach or specific performance of this Agreement subject to notification, as set forth in paragraph 3 of this Subsection. An action to enforce this Agreement does not include any action for damages.

As an alternative to an action for material breach of this Agreement, during the term of the Agreement, Plaintiffs may move the Court for reinstatement of the lawsuit solely for a claim for material breach or specific performance of this Agreement subject to notification, as set forth in paragraph 3 of this Subsection. Such an action to enforce this Agreement does not include any action for damages.

The lawsuit may not be reinstated, nor a claim for material breach or specific performance of this Agreement brought, before such Plaintiff(s) first notify DHS of the nature of the alleged material non-compliance in writing to DPIDCAS and Defendants' counsel, and gives Defendants sixty (60) days to cure the alleged breach. In the event that the alleged breach is cured by Defendants within the sixty (60) day period, Plaintiff(s) may not move the Court for reinstatement of the lawsuit or bring an action for material breach or specific performance.

X. MISCELLANEOUS PROVISIONS

A. Non-Admission

It is understood and agreed that this Agreement is a compromise of disputed claims, facts, and allegations. Nothing in this Agreement constitutes an admission of any liability, wrongdoing, or violation of any law, or the admission of the validity of any defense.

B. Private Settlement Agreement

This Agreement is a private settlement Agreement. It is the intent of the parties that this Agreement will not, under any circumstances, be considered a consent decree or its equivalent. Except as expressly provided herein, nothing in this Agreement gives rise to any right to recover attorneys' fees or costs of litigation.

C. Confidentiality

No part of this Agreement is or will be considered confidential by the Parties. This Agreement will be made available under the terms of the District of Columbia Freedom of Information Act.

D. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties. There were no inducements or representations leading to the execution of this Agreement, except as stated within the Agreement itself. The terms of this Agreement are contractual in nature.

E. Binding

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

Those individuals executing this Agreement on behalf of the Parties expressly represent and agree that they have sought and obtained approval from each such Party to sign on such Party's behalf, and so to bind each represented Party.

F. Non-Waiver

Failure by the Plaintiffs to seek enforcement of this Agreement pursuant to its terms with respect to any instance or provision will not be construed as a waiver to such enforcement with regard to other instances or provisions.

G. Severability

In the event that a court determines that any provision of this Agreement is unenforceable, such provision will be severed from this Agreement and all other provisions will remain valid and enforceable; provided, however, that if the severance of any such provision materially alters the rights or obligations of the Parties hereunder, the Parties will attempt, through reasonable, good faith negotiations, to agree upon such other amendments to this Agreement as may be necessary to restore the Parties as closely as possible to the relative rights and obligations initially intended by them hereunder.

H. No Third Party Beneficiary Rights. No other person shall have any rights under this Settlement Agreement except the Plaintiffs to this Agreement.

XI. TERM OF AGREEMENT


This Agreement shall remain in effect for one (1) year from the first LACAG evaluation as set forth in Section IV.C above, except that DHS shall maintain the Ombudsman position and the LACAG as described herein for at least three years from the effective date of this Agreement.

If Plaintiff(s) believe that DHS has failed to perform with respect to any provision set forth in this Agreement, Plaintiff(s) must provide written notice to DHS within ninety (90) days of the expiration of the one-year period set forth in this Section of any such failure. DHS and Plaintiff(s) agree to meet during the ninety (90) days before the expiration of the one-year period set forth in this Section to discuss and attempt to resolve the issues identified. In the event the issues are not resolved to the satisfaction of Plaintiff(s), Plaintiff(s) shall have the right to exercise the enforcement provisions set forth in Section IX.D above.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED:

Dated: 11/23/16

  
Maria Amaya Torres

[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

Dated: 11/21/16


  
\_\_\_\_\_  
Minerva Nolasco

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

Dated: NOV 21 2016

  
LAURA GREEN ZEILINGER  
Director  
District of Columbia Department of  
Human Services

Dated: 11/21/16

  
GEORGE C. VALENTINE  
Deputy Attorney General  
Civil Litigation Division  
Office of the Attorney General for the  
District of Columbia

[END OF THE AGREEMENT]