

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MARCELLA RAMIREZ, ANATOLY KUSHMAKOV,
and DAVID MARRERO,
on their own behalf and on behalf of
all others similarly situated,

99 Civ. 9287

Plaintiffs,

STIPULATION
AND ORDER OF
SETTLEMENT

-against-

RUDOLPH GIULIANI, as Mayor of the
City of New York; JASON TURNER, as
Commissioner of the New York City
Department of Social Services; and
BRIAN J. WING, as Commissioner
of the New York State Office of
Temporary and Disability Assistance,

Defendants.

-----x
WHEREAS, this action was commenced by non-English speaking individuals who allege that they have been denied meaningful access to the "Food Stamp program" in violation of their rights under the United States Constitution; 7 U.S.C. §2020; Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq.; and federal and New York State regulations;

WHEREAS, the New York State Office of Temporary and Disability Assistance (OTDA) is committed to ensuring access to food stamps by all eligible individuals, including those with limited English proficiency (LEP);

WHEREAS, the OTDA currently makes available to social services districts, including the New York City Human Resources Administration (HRA), informational materials, application materials and notices in the English and Spanish languages;

WHEREAS, the Welfare Management System (WMS) language preference coding referred to in this Stipulation is only an indicator that a particular household would like interpreter services;

WHEREAS, the OTDA does not acknowledge that households (cases) coded with a language preference code on WMS are necessarily "single language minority households" as defined in 7 CFR 272.4(b);

WHEREAS, the OTDA confirms its responsibility for ensuring the compliance of the HRA with applicable federal and State law and regulations;

WHEREAS, the OTDA and the New York State Department of Health ("DOH") issued a letter dated September 22, 2000, to all social services district commissioners, including the Commissioner of the HRA, announcing the distribution of language posters and palm cards for use in their facilities to provide better communication between local district staff, applicants and recipients who have limited proficiency in the English language;

WHEREAS, the language poster instructs applicants and recipients to, "Please go to the reception desk before you sit in the waiting area. They will call someone to interpret for you." These instructions have been translated into Albanian, Arabic, Chinese, Haitian-Creole, French, Hebrew, Hindi, Italian, Korean, Russian, Spanish, Urdu, and Vietnamese, as well as a hearing impaired indication for assistance. These

posters are for display in local facilities at entrances and in waiting areas where they can be readily seen;

WHEREAS, the Palm Card is to assist local staff in determining what language the applicant or recipient is speaking and provides instruction in that language to "Please be seated while I call someone to interpret for you." That instruction has been translated into Albanian, Arabic, Chinese (Mandarin and Cantonese), Haitian-Creole, French, Hebrew, Hindi, Italian, Korean, Russian, Spanish, Urdu, and Vietnamese, as well as a hearing impaired indication for assistance;

WHEREAS, the OTDA does not agree that the households speaking any of the languages which the OTDA is agreeing to translate certain materials pursuant to this Stipulation meet the definition of "single language minority households" set forth in 7 CFR 272.4(b). Further, the OTDA does not agree that such households total sufficient numbers to meet the standards for bilingual services set forth in 7 CFR 273.2(b);

WHEREAS, the defendant and plaintiff wish to settle all the remaining issues alleged in the complaint in this action and have negotiated in good faith for that purpose; and

WHEREAS, none of the parties to this action is an infant or an incompetent person;

IT IS HEREBY STIPULATED AND AGREED, by and among the plaintiffs and the OTDA, through their undersigned attorneys, as follows:

1. The OTDA agrees to translate the following application materials into Spanish, Russian, Mandarin Chinese and Arabic as set forth in paragraph 2 of this Stipulation:

a. The LDSS-2921– Certification Application (except the “NYS Agency - Based Voter Registration Form” attached thereto);

b. Pub. 1301-How to Complete the Certification Application.

2. The OTDA agrees to complete the translations of the materials set forth in paragraph 1 of this Stipulation and have the materials electronically available to the HRA or printed and made available to the HRA as follows:

a. Spanish and Russian - within 10 months of the date that this Stipulation is signed by counsel for all the parties thereto; and

b. Mandarin Chinese and Arabic – within 13 months of the date that this Stipulation is signed by counsel for all the parties thereto.

3. The OTDA agrees to translate the following client information booklets and other materials into Spanish, Russian, Mandarin Chinese, Arabic, Korean, Haitian-Creole, French, Yiddish and Vietnamese as set forth in paragraph 4 of this Stipulation:

a. The LDSS-4148A, “What You Should Know About Your Rights and Responsibilities” also known as “Book 1”;

b. The LDSS-4148B, “What You Should Know About Social Services Programs” also known as “Book 2”;

c. The LDSS-4148C, “What You Should Know If You Have An Emergency” also known as “Book 3”;

d. The Electronic Benefit Transfer (EBT) pamphlet (pub #4596); and

e. The preprinted text for the LDSS-3151, “Food Stamp Change Report Form”.

The client information booklets set forth above in subparagraphs a, b and c of this paragraph may be amended, expanded, divided or reformatted to allow for translation and printing difficulties (for example Book 2 may be divided into Book 2A and Book 2B). Any such changes to the booklets do not constitute a violation of the agreement to translate the client information booklets pursuant to this paragraph.

4. The OTDA agrees to complete the translations of the materials set forth in paragraph 3 of this Stipulation and have the materials electronically available to the HRA or printed and made available to the HRA as follows:

- a. Spanish and Russian – within 12 months of the date this Stipulation is signed by counsel for all the parties thereto;
- b. Mandarin Chinese and Arabic – within 14 months of the date this Stipulation is signed by counsel for all the parties thereto;
- c. Two additional languages (to be selected by the OTDA from the languages set forth in paragraph 3 of this Stipulation) – within 16 months after the date this Stipulation is signed by counsel for all the parties thereto; and
- d. Three additional languages (the remaining 3 languages set forth in paragraph 3 of this Stipulation that have not been translated pursuant to subparagraphs a, b and c of this paragraph) – within 19 months after the date this Stipulation is signed by counsel for all the parties thereto.

5. The OTDA agrees to translate the following application materials into Spanish, Russian, Mandarin Chinese and Arabic as set forth in paragraph 6 of this Stipulation:

- a. The LDSS 3035 NYC – Food Stamp Application for SSI Recipients and

Group Living Residents; and

b. The LDSS 3035-A – How to Apply for Food Stamps If You Are Already Receiving SSI.

6. The OTDA agrees to complete the translations of the materials set forth in paragraph 5 of this Stipulation and have the materials electronically available to the HRA or printed and made available to the HRA as follows:

a. Spanish and Russian – within 18 months of the date that this stipulation signed by counsel for all the parties thereto; and

b. Mandarin Chinese and Arabic – within 20 months of the date that this stipulation is signed by counsel for all the parties thereto;

7. The OTDA's obligation to translate the materials set forth in subparagraphs (a) and (b) of paragraph 5 of this Stipulation is terminated at such time as the food stamp application process for households applying or receiving SSI becomes automated. In that event, the OTDA will provide counsel for plaintiffs with 30 days written notice prior to terminating the agreement to translate the materials set forth in paragraph 5 of this Stipulation.

8. The OTDA agrees to translate the following recertification materials into Spanish, Russian, Mandarin Chinese and Arabic as set forth in paragraph 9 of this Stipulation.

a. The LDSS 3174 NYC-Recertification Application; and

b. Pub. 1313 NYC-How to Complete the Recertification Application.

9. The OTDA agrees to complete the translations of the materials set forth in paragraph 8 of this Stipulation and have materials electronically available to the HRA or printed and made available to the HRA as follows:

a. Spanish and Russian - within 20 months of the date that this Stipulation is signed by counsel for all the parties thereto; and

b. Mandarin Chinese and Arabic - within 21 months of the date that this Stipulation is signed by counsel for all the parties thereto;

10. For OTDA generated eligibility notices for the Food Stamp program that the OTDA currently mails to applicants and/or recipients in New York City, the OTDA will translate into several languages and inscribe the following statement on the back of the envelopes containing the notices: "Important Notice Enclosed". The languages will include Spanish, Russian, Mandarin Chinese, Arabic, Korean, Haitian-Creole, French, Yiddish and Vietnamese. The translated message on the envelope will further advise the applicant or recipient to contact their case worker or other identified source for assistance. The OTDA will complete the translations and have the envelopes printed and made available within eight months of the date that this Stipulation is signed by counsel for all the parties thereto.

11. The OTDA will modify the OTDA English language forms listed below in subparagraphs a through d of this paragraph by adding the title "Important Notice" followed by a message advising the applicant or recipient to contact their caseworker or other identified source for assistance. The title and message will be translated into several languages including Spanish, Russian, Mandarin Chinese, Arabic, Korean, Haitian Creole, French, Yiddish and Vietnamese.

- a. LDSS-3152 NYC – Action Taken on Your FS Case;
- b. LDSS-3156 NYC - Notice of FS Overissuance;
- c. LDSS-3620 NYC – Notice of Intent to Change FS Benefits (Timely and Adequate); and
- d. LDSS-3621 NYC – Notice of Intent to Change FS Benefits (Adequate Only).

12. The OTDA agrees to complete the translated additions to the English language forms set forth in paragraph 11 of this Stipulation and have such forms electronically available to the HRA or printed and made available to the HRA within nine months of the date that this Stipulation is signed by counsel for all the parties thereto.

13. The OTDA agrees to conduct a survey by mailing the survey form (attached as Exhibit 1) to 600 randomly selected food stamp recipients coded on the WMS with a language preference code for Spanish and a combined total of 600 food stamp recipients randomly selected from households with a WMS language preference codes for Russian, Mandarin Chinese and Arabic (for a total of 1200 survey forms mailed to food stamp recipient households). This survey will be mailed within seven months after the date that this Stipulation is signed by counsel for all the parties thereto.

14. In addition to the survey set forth in paragraph 13 of this Stipulation, the OTDA agrees to conduct three additional surveys by mail consisting of a total of 1200 randomly selected food stamp recipients per survey. For each additional survey, the OTDA agrees to mail Exhibit 1 to a total of 600 food stamp recipients randomly selected from households with a WMS language preference code for Spanish and a combined total of 600 food stamp recipients randomly selected from households with a WMS

language preference codes for Russian, Mandarin Chinese, Arabic, Korean, Haitian-Creole, French, Yiddish and Vietnamese. The OTDA will mail the three additional surveys set forth in this paragraph within 13 months, 19 months and 25 months after the date that this Stipulation is signed by counsel for all the parties thereto.

15. Exhibit 1 will be translated into Spanish, Russian, Mandarin Chinese, Arabic, Korean, Haitian-Creole, French, Yiddish and Vietnamese for the surveys set forth in paragraphs 13 and 14 of this Stipulation. In addition to Exhibit 1, a prepaid return envelope will be included in the mailing. The survey will instruct the participant households to return the survey by mail within 30 days of the date on the survey letter. Surveys received by the OTDA more than 40 days from the date on the survey letter will not be included in the final tabulation of the results of the survey. The OTDA will mail an appropriately translated notice within 14 days of the initial mailing to the participant households as a reminder for households to return the survey.

16. The OTDA reserves the right to conduct any or all of the surveys set forth in paragraphs 13 and 14 of this Stipulation in a manner other than by mail as determined appropriate by the OTDA. This provision affects only the delivery of the survey, not the agreement to conduct the survey.

17. The OTDA will provide counsel for plaintiffs with a copy of the tabulated results of the survey by certified mail, return receipt requested. The OTDA will review the results of the survey and make any referrals determined by the OTDA to be appropriate to the HRA for investigation. The OTDA further agrees to review any New York City generated reports concerning interpreter services sent to the OTDA by certified mail, return receipt requested, by counsel for the plaintiffs.

18. The OTDA will make a determination regarding the translation of any or all of the State generated application and certification materials used for the Food Stamp program set forth in paragraphs 1, 5 and 8 of this Stipulation into any or all of the following languages: Korean, Haitian-Creole, French, Yiddish and Vietnamese. The OTDA will make this determination within 19 months of the date that this Stipulation is signed by counsel for all the parties and provide notice of the determination to counsel for plaintiffs in writing, by certified mail, return receipt requested, within said 19 month period.

19. If the OTDA determines to translate any or all such materials into any or all of the languages set forth in paragraph 18 of this Stipulation, the OTDA will complete such translations and have the materials electronically available to the HRA or printed and made available to the HRA within 10 months after the date the notice of the OTDA determination was mailed to counsel for plaintiffs. In such case, the terms of this paragraph shall expire 18 months from the date the notice that the OTDA determination was mailed to counsel for plaintiffs.

20. If the OTDA determines not to translate the State generated application and certification materials set forth in paragraphs 1, 5 and 8 of this Stipulation into the languages identified in paragraph 18 of the Stipulation or to translate only a portion of such materials or translate such materials into fewer than the number of languages set forth in paragraph 18 of this Stipulation, counsel for plaintiffs reserve the right to litigate this issue(s), at any time after such determination, but in no event subsequent to the expiration of this Stipulation as set forth in paragraph 34 of this Stipulation.

21. The parties agree that a class is certified consisting of all persons with limited English speaking ability who have sought to apply for, are seeking to apply for, will seek to apply for, have received, are receiving, or will receive food stamps in New York City, whose primary language is Spanish, Russian, Mandarin Chinese, Arabic, Korean, Haitian-Creole, French, Yiddish and Vietnamese.

22. For purposes of this Stipulation, the parties agree that, as used in the regulations (7 C.F.R. §§ 272.4, 272.5), the word "area," as used in the phrase "individual certification office that provides service to an area containing approximately 100 single-language minority low-income households," means solely the area in which each individual single-language minority low-income household is domiciled. Further the parties agree that reassignment of such a single-language minority low-income household by the HRA to an individual certification office other than the individual certification office normally designated to serve the area in which such household is domiciled, shall have no effect whatsoever for purposes of determining whether a given individual certification office provides service to an area containing approximately 100 single-language minority low-income households.

23. The parties recognize that one or more of the actions to be undertaken by the OTDA pursuant to this Stipulation may be performed by contractors of the OTDA and that the ability of the contractors to perform satisfactorily may affect OTDA's ability to meet the agreed upon timeframes. In the event that a contractor(s) is unable to perform satisfactorily, in whole or in part, the OTDA will notify plaintiffs in writing, by certified mail, return receipt requested, of the delay and provide an estimate of the duration of such delay. If plaintiffs believe the delay is unreasonable, they may contact

the OTDA to arrange a conference call to discuss the matter. If the matter is not resolved at the conference call, counsel for plaintiffs may resort to the enforcement provisions of paragraph 24 of this Stipulation.

24. Counsel for plaintiffs shall notify the OTDA in writing, by certified mail, return receipt requested, of any claimed violation by the OTDA of the provisions of this Stipulation. Such notice shall specify the violation including the basis and evidence for the claimed violation and shall be made to the New York City Office of the Attorney General of New York (attention George Alvarez) and the Commissioner of the New York State OTDA in Albany, New York. Counsel for plaintiffs agree to provide 30 days from receipt of written notice of any claimed violation by OTDA of a provision of this Stipulation in order to give the OTDA a reasonable opportunity to cure such claimed violations as a condition precedent to commencing any proceeding to enforce this Stipulation.

25. All notices and mailings required to be sent by counsel for plaintiffs by this Stipulation shall be sent certified mail, return receipt requested, to the New York City Office of the Attorney General of the State of New York (Attention George Alvarez) and to the Commissioner of the New York State OTDA in Albany, New York. In this Stipulation, any requirement that a notice or other materials be sent by the OTDA to counsel for plaintiffs shall be satisfied by sending such notice to Constance P. Carden, Esq. at NEW YORK LEGAL ASSISTANCE GROUP, 130 East 59th Street, 14th floor New York, New York 10022.

26. State defendants will pay to the counsel for plaintiffs one hundred fifty-thousand dollars (\$150,000.00) in attorneys fees and four thousand three hundred ninety

three dollars and ninety-five cents (\$4,393.95) in costs and disbursements, in full settlement of plaintiffs claims for attorneys' fees, costs and disbursements against State defendants through the date that this Stipulation is so ordered by the Court.

27. Payment of the amounts contained in paragraph 26 shall be made by a check payable to "New York Legal Assistance Group", whose Tax ID is 13-3505428.

28. Payment of the amount contained in paragraph 26 is subject to the approval of all appropriate New York State officials in accordance with the provisions for indemnification under New York Public Officers Law § 17 (without waiving, however, plaintiffs' right to apply to the court for an award of the attorney's fees, costs and disbursements they have reasonably incurred in this action, should such official disapprove payment).

29. State defendants will pay the amount contained in paragraph 26 of this Stipulation within one hundred twenty (120) days of the date that a copy of the "so-ordered" Stipulation has been received by counsel for State defendants. In the event that the amount contained in paragraph 26 of this Stipulation is not paid within the one hundred twenty (120) day period (or at such later time as the parties may agree upon), interest shall accrue on the amount contained in paragraph 26 at the rate set forth in 28 U.S.C. § 1961, beginning on the one hundred twenty first (121st) day after the Stipulation is so ordered by the Court.

30. Notwithstanding the provisions of this Stipulation and Order of Settlement, the OTDA reserves the right to implement, change, or otherwise alter or amend the procedures and requirements of this Stipulation and Order of Settlement if required by intervening changes in federal or State law or federal regulation or federal

policy interpretation that are inconsistent with the terms of this Stipulation. Counsel for plaintiffs reserve any right, to contest such changes. The OTDA agrees to provide counsel for plaintiffs with written notification, by certified mail return receipt requested, at least 30 days, if possible given federal or state statutory or federal regulatory or federal policy implementing timeframes, prior to the filing of any OTDA regulation inconsistent with the terms of this Stipulation. If 30 days notice is not possible pursuant to this paragraph, the OTDA will notify counsel for plaintiffs within five business days of the OTDA decision to file such regulation.

31. In consideration of the foregoing commitments by the State defendant, plaintiffs withdraw their claims against the State defendant with prejudice, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure. Plaintiffs hereby release State defendant and any and all current or former employees of the OTDA, in their individual and official capacities, and their heirs, executors, administrators and assigns, and the State of New York and OTDA and all agents and employees thereof, from any and all claims, liabilities and causes of action related to or arising out of the subject matters set forth in the Complaint or Amended Complaint(s) in the above-captioned action. The Court shall retain jurisdiction for the duration of this Stipulation for the sole purpose of enforcing any specific terms and conditions of this Stipulation for which plaintiffs' allege non-compliance and the parties have been unable to resolve as provided for in paragraph 24 of this Stipulation.

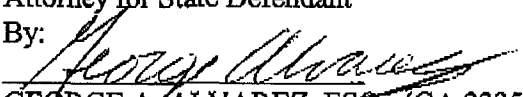
32. Nothing in this Stipulation shall be construed to be an admission or concession of liability whatsoever by State defendant or by the OTDA regarding any of the allegations made by plaintiffs in the Complaint or Amended Complaint(s) herein.

33. This Stipulation and Order of Settlement shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any purpose except in any action to enforce this Stipulation of Settlement.

34. The terms of this Stipulation shall expire 30 months after the date that this Stipulation is signed by counsel for all the parties thereto.

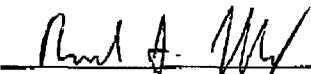
35. This Stipulation and Order of Settlement is final and binding upon the parties, their successors and assigns.

DATE: 7/3/02

ELIOT SPITZER
Attorney General of the
State of New York
Attorney for State Defendant
By: 
GEORGE A. ALVAREZ, ESQ. (GA 2335)
Assistant Attorney General
120 Broadway
New York, New York 10271

DATE: July 11, 2002

YISROEL SCHULMAN, ESQ.
NEW YORK LEGAL ASSISTANCE
GROUP
Attorneys for Plaintiffs
130 East 59th Street, 14th floor
New York, New York 10022
(212) 750-0800
By:


Constance P. Carden, Esq. (CPC 7616)
Randal Jeffrey, Esq. (RSJ 3396)

DATE: July 11, 2002

PUERTO RICAN LEGAL DEFENSE AND
EDUCATION FUND
Attorneys for Plaintiffs

99 Hudson Street, 14th floor
New York, New York 10013
(212) 219-3360

By: *Evette Spt-Maldonado*
Foster S. Maer, Esq. (FSM 0680)
Evette Maldonado, Esq. (EM 2912)

DATE: *July 12, 2002*

PAUL, WEISS, RIFKIND, WHARTON &
GARRISON

Attorneys for Plaintiff David Marrero
1285 Avenue of the Americas
New York, New York 10019
(212) 373-3000

By: *Roberta A. Kaplan*
Roberta A. Kaplan, Esq. (RK 3771)

DATE: *7/12/2002*

MAKE THE ROAD BY WALKING
Attorneys for Plaintiffs

301 Grove Street
Brooklyn, New York 12237
(718) 418-7690

By: *A M P*
Andrew Friedman, Esq. (AF _____)
Steven L. Jenkins, Esq. (SLJ 0422)

SO ORDERED:

Hon. Barbara S. Jones
U.S.D.J.

[Center # and language code]

7/2/01 DRAFT

INTERPRETER SERVICES SURVEY

PLEASE TAKE TIME TO ANSWER THESE IMPORTANT QUESTIONS ABOUT THE LOCATION WHERE YOU APPLIED OR RECERTIFIED FOR FOOD STAMP BENEFITS.

PLEASE RETURN THIS QUESTIONNAIRE IN THE ENCLOSED, PRE-ADDRESSED AND POSTAGE-PAID ENVELOPE WITHIN 30 DAYS OF THE DATE ON THIS LETTER.

The New York State Office of Temporary and Disability Assistance is conducting this survey, under the Ramirez v. Giuliani settlement, to find out about your experiences with the interpreter services provided by the New York City Human Resources Administration. Your answers to these questions will help us to better serve you when you visit again.

All of your answers will be kept confidential in accordance with applicable federal and State laws and rules.

Please check (✓) your answer for each of the following questions:

1. Did you know that free interpreter services are available at the location where you applied or recertified for Food Stamp benefits?	1. YES <input type="checkbox"/>	1. NO <input type="checkbox"/>
2. During the last six months, did any employee at your Food Stamp location tell you that you could get interpreter services there?	2. YES <input type="checkbox"/>	2. NO <input type="checkbox"/>
3. During the last six months, did any employee at your Food Stamp location tell you that you had to find your own interpreter?	3. YES <input type="checkbox"/>	3. NO <input type="checkbox"/>
4. During the last six months, did you ask for interpreter services at your Food Stamp location? (Answer "NO" if you brought your own interpreter, or if it was more than six months ago.)	4. YES <input type="checkbox"/>	4. NO <input type="checkbox"/>
If you answered "NO" to question # 4, above, STOP HERE. Thank you for answering these questions.		
5. At your most recent visit to your Food Stamp location, were you already receiving Food Stamp benefits?	5. YES <input type="checkbox"/>	5. NO <input type="checkbox"/>
6. At the time of your most recent visit to your Food Stamp location, did you have food or money to buy food?	6. YES <input type="checkbox"/>	6. NO <input type="checkbox"/>
7. Did you get interpreter services at your most recent visit to your Food Stamp location?	7. YES <input type="checkbox"/>	7. NO <input type="checkbox"/>
If you answered "YES" to question # 7, above, please GO TO QUESTION # 8. If you answered "NO" to question # 7, above, please GO TO QUESTION # 11.		
8. Who was the interpreter at your most recent visit?		
a) <input checked="" type="checkbox"/> My case worker		
b) <input type="checkbox"/> Another employee in the office		
c) <input type="checkbox"/> Another client in the office, but I would have preferred a City interpreter		
d) <input type="checkbox"/> Another client in the office because I wanted that client		
e) <input type="checkbox"/> My worker got an interpreter from outside of the office		
f) <input checked="" type="checkbox"/> The interpreter was on the telephone		
g) <input checked="" type="checkbox"/> I do not remember who the interpreter was		
h) <input type="checkbox"/> My own interpreter, but I would have preferred a City interpreter		
i) <input type="checkbox"/> My own interpreter, because I preferred to use my own interpreter		

(Over, please)

9. After you asked for the interpreter at your most recent visit, how long did it take for interpreter services to be provided?

- a) No time – the interpreter was already there
- b) Less than 1 hour
- c) Between 1 and 3 hours
- d) Between 3 and 5 hours
- e) More than 5 hours, but the same day
- f) The next day
- g) A later date
- h) I decided not to wait for the interpreter
- i) I do not remember

10. Could you understand the interpreter at your most recent visit? 10. YES 10. NO

The rest of the questions are about your **SECOND** most recent visit to your Food Stamp location. By this we mean the time before your last visit. If your second most recent visit was more than six months ago, STOP HERE. Thank you for answering these questions.

11. Did you get interpreter services at your second most recent visit to your Food Stamp location? 11. YES 11. NO

If you answered "NO" to question # 11, above, STOP HERE. Thank you for answering these questions. If you answered "YES" to question # 11, above, please GO TO QUESTION # 12.

12. Who was the interpreter at your second most recent visit?

- a) My case worker
- b) Another employee in the office
- c) Another client in the office, but I would have preferred a City interpreter
- d) Another client in the office because I wanted that client
- e) My worker got an interpreter from outside of the office
- f) The interpreter was on the telephone
- g) I do not remember who the interpreter was
- h) My own interpreter, but I would have preferred a City interpreter
- i) My own interpreter, because I preferred to use my own interpreter

13. After you asked for the interpreter at your second most recent visit, how long did it take for interpreter services to be provided?

- a) No time – the interpreter was already there
- b) Less than 1 hour
- c) Between 1 and 3 hours
- d) Between 3 and 5 hours
- e) More than 5 hours, but the same day
- f) The next day
- g) A later date
- h) I decided not to wait for the interpreter
- i) I do not remember

14. Could you understand the interpreter at your second most recent visit? 14. YES 14. NO

THANK YOU FOR ANSWERING THESE QUESTIONS. PLEASE RETURN THIS QUESTIONNAIRE IN THE ENCLOSED, PRE-ADDRESSED AND POSTAGE-PAID ENVELOPE WITHIN 30 DAYS OF THE DATE ON THIS LETTER.