

VOLUNTARY RESOLUTION AGREEMENT

BETWEEN

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

**U.S. DEPARTMENT OF JUSTICE
U.S. ATTORNEY'S OFFICES FOR EASTERN AND WESTERN
DISTRICTS OF WASHINGTON,**

AND

**WASHINGTON STATE DEPARTMENT OF CHILDREN,
YOUTH, AND FAMILIES**

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I. Introduction

This Voluntary Resolution Agreement (Agreement) is entered into by the United States Department of Health and Human Services (HHS) Office for Civil Rights (OCR), the United States Department of Justice through the U.S. Attorney's Offices for the Eastern and Western Districts of Washington (DOJ) (collectively, "the United States"), and the Washington State Department of Children, Youth, and Families (DCYF).

This Agreement resolves the issues reviewed within the Child Welfare Programs of DCYF under OCR Transaction Numbers 20-388775 and 21-413175 and DOJ Transaction Numbers USAO #s 2022V00377 and 2023V00115. The OCR and DOJ reviews were initiated in response to complaints alleging that DCYF discriminated against seven different parents with disabilities. The complaints arose out of five of the six DCYF regions in Washington state.

OCR's and DOJ's investigations addressed potential violations of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its implementing regulation, 45 C.F.R. Part 84 (Section 504), and Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131 through 12134, and its implementing regulation, 28 C.F.R. Part 35 (Title II). OCR and DOJ concluded that DCYF's policies, practices, and procedures were systemically deficient in preventing discrimination against parents with disabilities in Washington's child welfare system. Specifically, OCR and DOJ determined DCYF's policies, practices, and procedures were resulting in denial of equal opportunity, failure to provide reasonable modifications, use of methods of administration that have the effect of discriminating on the basis of disability, and reliance on eligibility criteria that screen out or tend to screen out individuals with disabilities from fully and equally enjoying any of DCYF's services, programs, or activities.

Under Section 504 and Title II, child welfare agencies are required to ensure that qualified parents with disabilities are afforded an equal opportunity to participate in and benefit from child welfare programs, activities, and services, including those services aimed at helping parents preserve or reunify their families. *See* 42 U.S.C. §§ 12131 through 12134 (Title II); 29 U.S.C. § 794 (Section 504); 28 C.F.R. Part 35 (Title II's implementing regulation); 45 C.F.R. Part 84 (Section 504's implementing regulation). This may require, among other things, reasonable modifications to an agency's services and programs and the provision of auxiliary aids and services for effective communication. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130 (b)(7), 35.160; 45 C.F.R. §§ 84.68(b)(7), 84.77. Child welfare agencies may not utilize criteria or methods of administration that have the effect of discriminating on the basis of disability, or eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any service, program, or activity, unless such criteria can be shown to be necessary for the provision of the service, program, or activity being offered. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(3), (b)(8); 45 C.F.R. § 84.68(b)(3), (b)(8); *see also* 28 C.F.R. pt. 35, App. B (discussing 28 C.F.R. § 35.130(b)(3)).

Accordingly, the United States and DCYF have developed the following Agreement to help DCYF develop a Section 504 and Title II compliance program that ensures parents with

disabilities are given an opportunity to preserve and reunify their families that is equal to the opportunity DCYF offers to parents without disabilities.

A. Parties to this Agreement

1. The U.S. Department of Health and Human Services Office for Civil Rights.
2. The U.S. Department of Justice, U.S. Attorney's Offices for the Eastern and Western Districts of Washington.
3. Washington State Department of Children, Youth, and Families.

B. Jurisdiction

OCR received six complaints alleging that DCYF discriminated against parents with disabilities in providing opportunities to reunify with their children. The Complainants alleged that DCYF discriminated against those six parents with disabilities by failing to provide reasonable accommodations and tailored services, and because DCYF lacked an effective complaint process in violation of Section 504 and Title II. OCR reviewed the allegations under Transaction Numbers 20-388775 and 21-413175. Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance and applies to all the recipient's programs and activities.¹ Title II prohibits discrimination on the basis of disability in all programs, services, and activities of public entities including those of state and local governments.² DCYF is a state agency that receives Federal financial assistance including Title IV funding and other types of funding from HHS, and as a recipient of Federal financial assistance and a public entity, is subject to Section 504 and Title II.

In September 2022, DOJ notified OCR of its investigation of DCYF, USAO #2022V00377, and advised OCR of its investigation pursuant to its jurisdictional authority under Title II. DOJ subsequently notified OCR of its investigation under USAO #2023V00115.

C. Purpose of Agreement

DCYF appreciates that individuals with disabilities are entitled to equal access under the law to its programs and services, including Child Welfare. It fully complied and cooperated with all investigations related to this Agreement. To resolve these matters without further burden or expense of investigation or litigation, DCYF agrees to the terms stipulated in this Agreement and reaffirms that it will comply with all provisions of Section 504 and Title II of the ADA and their implementing regulations. DCYF's willingness to enter into this Agreement with the United States in no way constitutes an admission of liability and demonstrates DCYF's ongoing efforts to accommodate individuals with disabilities. The promises, obligations, or other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between

¹ See 29 U.S.C. § 794(a), (b).

² See 42 U.S.C. § 12132.

DCYF and the United States. The actions described in this Agreement fully address the issues described in the complaint. Nothing in this Agreement shall be construed to require DCYF to take actions that are not in the best interest of individual children so long as the actions are not prohibited by Section 504 or Title II.

In consideration of the terms of this Agreement, the United States agrees to refrain from undertaking further investigation of OCR Transaction Numbers 20-388775 and 21-413175 and DOJ Transaction Numbers USAO #s 2022V00377 and 2023V00115, and will not institute a civil action concerning these allegations lodged against DCYF, except as provided in this Agreement. The United States, however, may review DCYF's compliance with this Agreement, Title II of the ADA, and/or Section 504 at any time. Except as related to the facts alleged in the above-complaint(s), nothing contained in this Agreement is intended or shall be construed as a waiver by the United States of any right to institute enforcement proceedings against DCYF for violations of any statutes, regulations, or rules administered by DOJ and HHS or to prevent or limit the right of DOJ and HHS to obtain relief under the ADA or Section 504.

II. Definitions

For the purpose of this Agreement, the terms listed below have the following meanings:

- A. Auxiliary Aids and/or Services** means (a) Qualified interpreters on-site or through video remote interpreting (VRI) services; notetakers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing; (b) Qualified readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs (SAP); large print materials; accessible electronic and information technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision; (c) Acquisition or modification of equipment or devices; and (d) Other similar services and actions. 28 C.F.R. § 35.104; 45 C.F.R. § 84.10.
- B. Child Welfare** is a division of DCYF that includes Child Protective Services and Child & Family Welfare Services. "Child Protective Services" means those services provided by the department designed to protect children from child abuse and neglect and safeguard such children from future abuse and neglect, and conduct investigations of child abuse and neglect reports. "Child & Family Welfare Services" means social services including voluntary and in-home services, out-of-home care, case management, and adoption services which strengthen, supplement, or substitute for, parental care and supervision.

C. Contractor means any entity that provides direct services to Participants of the DCYF programs under a contractual agreement with reimbursement, which includes monies allocated to DCYF as Federal financial assistance from HHS. Contractors include all outside entities to whom DCYF Participants are referred and required to obtain services from as part of their Child Welfare case plans, including, but not limited to, licensed foster care providers, child placement agencies, visitation supervisors, parenting skills providers, enhanced visitation programs, nutrition and counseling programs, psychologists, parent evaluators, and substance use disorder treatment providers.

D. Disability means the definition of “disability” contained in Section 504 and Title II. 45 C.F.R. § 84.4; 28 C.F.R. § 35.108.

E. Grievance means any complaint alleging that DCYF has violated Section 504 or the ADA, or their implementing regulations, and **Grievant** means the person lodging the complaint, who may or may not be the subject of the alleged violation. 45 C.F.R. § 84.7(b); 28 C.F.R. § 35.107(b). A Grievant does not have to reference a specific law or use any terms of art to lodge a Grievance; however, it must be clear from the communication received and/or follow-up investigation that the matter being reported is based on disability discrimination. The term “Grievance” does not include requests for Reasonable Modifications/Reasonable Accommodations, requests for communication assistance or Auxiliary Aids or Services, or general inquiries about DCYF Section 504/ADA policies, procedures, and practices; however, a complaint that DCYF did not meet its obligations under 28 C.F.R. § 35.130(b)(7) and/or 45 C.F.R. § 84.68(b)(7) for providing a requested Reasonable Modification/Reasonable Accommodation or communication aid would be considered a Grievance.

F. Participant means any person who is subject to the jurisdiction of and/or is receiving services under any DCYF Child Welfare program for which HHS funding is received. This includes persons who are the subject of any DCYF Child Welfare investigation and persons who meet the essential eligibility requirements for DCYF Child Welfare services, programs, or activities, e.g., parents, caregivers, foster parents, and prospective parents.

G. Reasonable Modification and Reasonable Accommodation are used interchangeably in this Agreement and have the meaning of “reasonable modification” under the Title II regulation, 28 C.F.R. § 35.130(b)(7), and the Section 504 regulation, 45 C.F.R. § 84.68(b)(7). In general, both terms mean that DCYF will make changes or adjustments to DCYF’s programs or contracted Child Welfare service providers’ policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless DCYF can demonstrate that making the modifications would fundamentally alter the nature of its service, program, or activity, or would cause the agency an undue financial or administrative burden. The decision that a requested modification would result in such alteration or burden must be made by the head of the agency, or designee, after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. 28 C.F.R. § 35.164.

- H. Section 504/ADA Coordinator**, also referred to as Section 504/ADA Administrator, means the individual or individuals designated to be responsible for coordination of DCYF's efforts to comply with and carry out its Section 504 and Title II responsibilities as required by 28 C.F.R. § 35.107 and 45 C.F.R. § 84.7.
- I. Section 504/ADA Grievance Procedure** means DCYF's process for addressing complaints of disability discrimination from Participants, advocates, attorneys, and other interested parties that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints as required by 28 C.F.R. § 35.107 and 45 C.F.R. § 84.7.

III. General Provisions

- A. Programs Covered by Agreement.** This Agreement covers all Child Welfare programs, services, and activities administered or provided to Participants by DCYF directly or through sub-recipients or Contractors. Nothing in this Agreement shall be construed as requiring DCYF to take any action that it can demonstrate would fundamentally alter the nature of its programs, services, and activities, or that would cause the agency an undue financial or administrative burden. The decision that compliance would result in such alteration or burden must be made by the head of the agency, or designee, after considering all resources available for use in the funding and operation of the service, program, or activity and must be accompanied by a written statement of the reasons for reaching that conclusion. 28 C.F.R. § 35.164.
- B. Effective Date and Duration of Agreement.** This Agreement becomes effective on the date it is executed by all parties (Effective Date) and will remain in effect for three (3) years or until the United States' written approval of the final progress report, whichever date is later. At such time, the Agreement will terminate, provided DCYF has substantially complied with the Agreement as determined by the United States in their sole judgment upon review of DCYF's reports pursuant to Sections VI and VII of this Agreement and other relevant information. The United States shall determine DCYF's compliance within sixty (60) days after receiving the final progress reports. Notwithstanding the aforementioned limitation, DCYF acknowledges that it will comply with Section 504 and Title II for so long as it continues to receive Federal financial assistance.
- C. DCYF's Continuing Obligation.** Nothing in this Agreement is intended to relieve DCYF of its obligation to comply with applicable nondiscrimination statutes and their implementing regulations, or DCYF's April 16, 2021, Settlement Agreement with DOJ and April 14, 2023, Addendum.
- D. Effect on Other Compliance Matters.** The terms of this Agreement do not apply to any other issues, investigations, reviews, or complaints of discrimination unrelated to the subject matter of this Agreement and that may be currently pending before the United States or any other Federal agency. Any unrelated compliance matters arising from later reviews or investigations will be addressed and resolved separately. The United States shall review

complaints against DCYF that are received on or after the Effective Date that concern the laws, regulations, issues, and subject matter covered by this Agreement. Nothing in this Agreement limits or restricts the United States' statutory and regulatory authority to conduct complaint investigations and compliance reviews or to seek remedies for conduct beyond the conduct addressed in this Agreement.

- E. Prohibition Against Retaliation and Intimidation.** DCYF shall not retaliate, intimidate, threaten, coerce, or discriminate against any person who has filed a complaint, assisted, or participated in any way in the investigation of matters addressed in this Agreement. This prohibition on retaliation is required under Title II, 28 C.F.R. § 35.134, and Section 504, 45 C.F.R. § 84.71.
- F. DOJ's and OCR's Review of DCYF's Compliance with Agreement.** The United States may, at any time, review DCYF's compliance with this Agreement. As a part of such review, and only for the purposes of monitoring this Agreement, the United States may require DCYF to provide written reports, permit inspection of offices and interviews of staff members, and allow the United States to examine and copy documents. DCYF agrees to retain records required by the United States to assess its compliance with the Agreement, and to submit reports to the United States as specified in Sections VI and VII.
- G. Failure to Comply with the Terms of Agreement.** During the Term of this Agreement, if at any time the United States determines that DCYF has failed to implement or comply with any provision of this Agreement, the United States shall notify DCYF in writing. The notice shall include a statement of the basis for the United States' determination and allow DCYF thirty (30) calendar days to either: (a) explain in writing the reasons for its actions and describe the remedial actions that have been or will be taken to achieve compliance with this Agreement; or (b) dispute the accuracy of the United States' findings. If the United States determines that a delay would result in irreparable injury to any complainant or to other affected parties, the United States will meet with DCYF within 48 hours of that determination to develop an immediate plan for remedial action. If DCYF does not respond to the notice, or if, upon review of DCYF's response, DCYF has failed to materially comply with the terms of the Agreement, the United States shall inform DCYF that it is in violation of the Agreement and may take actions set forth in Section 504, which incorporates the Title VI implementing regulation authorizing enforcement or other appropriate action, and Title II. 45 C.F.R. § 84.98; 28 C.F.R. § 35.173.
- H. Non-Waiver Provision.** Failure by any party to enforce this entire Agreement or any of its provisions shall not be construed as a waiver of the party's right to enforce other deadlines or any other provisions of this Agreement.
- I. Entire Agreement.** This Agreement constitutes the entire agreement between the United States and DCYF in resolution of OCR Transaction Numbers 20-388775 and 21-413175, USAO #s 2022V00377 and 2023V00115. Any statement, promise, or agreement, either written or oral, made by either Party or agents of a Party that is not contained herein shall not be enforceable through this Agreement.

- J. Modification of Agreement.** This Agreement may be modified only by mutual agreement of the Parties in writing.
- K. Suspension of Administrative and Enforcement Actions.** Subject to DCYF's continued performance of the stated obligations and required actions contained in this Agreement and in conformity with Section III.G: Failure to Comply with the Agreement, above, OCR shall suspend administrative action on OCR Transaction Numbers: 20-388775 and 21-413175, and DOJ shall suspend enforcement action on USAO #s 2022V00377 and 2023V00115.
- L. Effect of DCYF Program Changes.** DCYF reserves the right to change or modify its programs, so long as DCYF ensures compliance with Section 504 and Title II and their implementing regulations, and other applicable state and federal laws, and the provisions of this Agreement. Significant Child Welfare program changes that may affect compliance with this Agreement, Section 504, or Title II, must be reported to the United States promptly for the United States' review and approval.
- M. Publication or Release of Agreement.** The United States places no restriction on the publication of the terms of this Agreement. In addition, the United States may be required to release this Agreement and related materials to any person upon request, consistent with the requirements of the Freedom of Information Act, 5 U.S.C. § 552, and its implementing regulations, 45 C.F.R. Part 5.
- N. Authority of Signer.** The individual who signs this document on behalf of DCYF represents that he or she is authorized to bind DCYF to this Agreement.
- O. Third Party Rights.** This Agreement can be enforced only by the parties specified in this Agreement, their legal representatives, and assigns. This Agreement shall be unenforceable by third parties and shall not be construed to create third-party beneficiary rights.
- P. Severability.** If a court of competent jurisdiction 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, they shall, through reasonable, good faith negotiations, agree upon such other amendments hereto as may be necessary to restore the Parties as closely as possible to the relative rights and obligations intended by them thereunder.
- Q. Technical Assistance.** The United States agrees to provide appropriate technical assistance to DCYF regarding compliance with this Agreement, as requested and as reasonably necessary.
- R. Successor in Interest.** This Agreement binds the Parties, and their successors in interest, and DCYF must notify all such successors in interest of the existence and terms of this Agreement.

IV. Specific Provisions

- A. Recognition.** DCYF recognizes that Participants with disabilities must be provided opportunities to benefit from or participate in DCYF's programs, services, and activities that are equal to those extended to Participants without disabilities, pursuant to DCYF policy and in compliance with Section 504 and Title II. DCYF agrees that it will not discriminate on the basis of disability in the provision of services to persons with disabilities.
- B. General Nondiscrimination Requirements.** DCYF, directly and through contractual, licensing, or other arrangements, with respect to any Participant with a disability, agrees to comply with Section 504, Title II, and their implementing regulations, including, but not limited to, the following requirements:
1. DCYF will not exclude from or otherwise deny the benefits of its services, programs, or activities to any Participant with a disability on the basis of disability. DCYF will also not exclude or otherwise deny equal services, programs, or activities to a Participant or other individual because of their relationship or association with a Participant with a disability. *See* 42 U.S.C. § 12132; 29 U.S.C. § 794(a); 28 C.F.R. § 35.130(a), (g); 45 C.F.R. §§ 84.68(a), (g), 84.60(a).
 2. DCYF will ensure that Participants with disabilities (or individuals who associate or have a relationship with a Participant with a disability) are afforded an opportunity to preserve and reunify their families that is equal to the opportunity that DCYF offers to Participants without disabilities. 28 C.F.R. § 35.130(b), (g); 45 C.F.R. § 84.68(b), (g).
 3. DCYF will ensure that legitimate safety requirements are based on actual risks that pertain to the Participant with a disability and not on mere speculation, generalizations, or stereotypes about Participants with disabilities. 28 C.F.R. § 35.130(h); 45 C.F.R. §§ 84.68(h), 84.60(a).
 4. DCYF will ensure that it does not impose or apply eligibility criteria with the intent or the effect of denying any Participant with a disability or any class of Participants with disabilities from full and equal enjoyment of any service, program, or activity, unless such criteria can be shown to be necessary for the provision of the service, program, or activity. 28 C.F.R. § 35.130(b)(8); 45 C.F.R. § 84.68(b)(8). DCYF also will not utilize criteria or methods of administration that have the effect of discriminating on the basis of disability. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(3); 45 C.F.R. § 84.68(b)(3); *see also* 28 C.F.R. pt. 35, App. B (discussing 28 C.F.R. § 35.130(b)(3)).
 5. DCYF will make Reasonable Modifications in policies, procedures, and practices when the modifications are necessary to avoid discrimination on the basis of disability, unless DCYF can demonstrate that making a modification would fundamentally alter the nature of the service, program, or activity, or cause an undue financial or administrative burden.

Reasonable Modifications should be appropriately tailored to the needs of the Participant with a disability. 28 C.F.R. § 35.130(b)(7); 45 C.F.R. § 84.68(b)(7).

6. DCYF will furnish appropriate Auxiliary Aids and/or Services where necessary to afford Participants with disabilities and any person with a close relationship with the Participant an equal opportunity to participate in and enjoy the benefits of DCYF's Child Welfare services, programs, and activities. 28 C.F.R. § 35.160(b)(1); 45 C.F.R. § 84.77(b)(1). In determining what Auxiliary Aids and/or Services are appropriate, DCYF will give primary consideration to the preferences of the Participants with disabilities. 28 C.F.R. § 35.160(b)(2); 45 C.F.R. § 84.77(b)(2). "Primary consideration" means that DCYF will ask the individual who has a hearing, vision, or speech disability what Auxiliary Aid and/or Service he or she would prefer, and will honor the expressed preference unless the DCYF can demonstrate that another means of communication would be equally effective.
7. DCYF will ensure it has grievance procedures providing for prompt and equitable resolution of complaints alleging disability discrimination and will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under the ADA and Section 504, including any investigation of any complaint that DCYF receives alleging noncompliance or otherwise alleging disability discrimination. 28 C.F.R. § 35.107; 45 C.F.R. § 84.7.
8. DCYF will ensure that no surcharge will be placed on a particular Participant with a disability or any group of Participants with disabilities to cover the costs of measures, such as the provision of Auxiliary Aids or program accessibility, that are required for DCYF to provide such Participant(s) with nondiscriminatory treatment. 28 C.F.R. § 35.130(f); 45 C.F.R. § 84.68(f).
9. DCYF will ensure that DCYF sub-recipients and Contractors comply with Title II of the ADA and Section 504 when providing Child Welfare services.

C. Specific Nondiscrimination Requirements

1. Assessments and Service Eligibility
 - a. Nothing in this Agreement prohibits DCYF from removing a child from the custody of a Participant with a disability if DCYF determines that removal is necessary to prevent imminent physical harm to the child, which cannot be mitigated under a safety plan, Reasonable Modifications of policies or practices, or the provision of Auxiliary Aids or Services, pursuant to RCW 13.34.050. However, DCYF must not make decisions about the custody or control of, or visitation to, the child, including unsupervised family time, based solely on stereotypes or generalizations that the Participant, because of a disability, cannot safely care for the child, or based on a single general intelligence quotient or measure of the person's disability, rather than their parenting ability. 45 C.F.R. §

84.60(a)(2)(i) and (c). In any shelter care proceeding pending fact finding, DCYF will cease recommending removal of a child from the custody of the Participant when either (a) removal is no longer necessary to prevent imminent physical harm to the child; or (b) the agency has determined that the risk of imminent physical harm can be managed or controlled with a safety plan and/or Reasonable Modifications of policies or practices, as long as the Participant is in compliance with the safety plan.

- b. Even if DCYF determines that a child must be temporarily separated from a Participant with a disability for the child's safety, DCYF is required to permit the Participant to engage in and benefit from DCYF's family preservation and reunification services, unless the Participant poses a direct threat to the health or safety of others that cannot be mitigated through Reasonable Modifications of policies, practices, or procedures or the provision of Auxiliary Aids or Services. 28 C.F.R. § 35.139; 45 C.F.R. § 84.75.
- c. DCYF will make decisions about the direct threat posed by a Participant based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether Reasonable Modifications of policies, procedures, or practices or the provision of Auxiliary Aids or Services will mitigate the risk. 28 C.F.R. § 35.139; 45 C.F.R. § 84.75.
- d. When conducting assessments of Participants, DCYF can refer Participants with actual or suspected disabilities to appropriate medical, mental health, or other professionals to obtain specific necessary information, such as to identify the need for Reasonable Accommodations or services, when a Participant consents to such a referral. 45 C.F.R. § 84.60(c). Referrals will not be based on stereotypes or generalizations about the Participants' disabilities. Evaluations will take into account whether risks can be mitigated with Auxiliary Aids and Services or Reasonable Accommodation or Modifications to DCYF policies, practices, or procedures. 45 C.F.R. § 84.60(a)(2)(i); 28 C.F.R. § 35.130(h).
- e. DCYF cannot categorically refer all Participants with actual or suspected disabilities to medical or mental health professionals simply because they have or are suspected of having a disability, or because they request a Reasonable Accommodation or Modification of policies or procedures, if the need for the Reasonable Accommodation or Modification is evident without professional evaluation. Although DCYF may contract with professionals to conduct assessments of Participants with disabilities, the ultimate responsibility for determining the services needed by a Participant with a disability and a service plan lies with DCYF.

- f. An assessment of whether a Participant with a disability is eligible for reunification services or any other Child Welfare programs and services must broadly evaluate a Participant's individual strengths, capabilities, and needs for Child Welfare services. DCYF will refer a Participant to a qualified professional if the Participant needs, or is believed to need, adapted services or Reasonable Modifications in order to participate in reunification services. DCYF must ensure that tests, assessments, and other evaluation tools or materials used for the purpose of assessing or evaluating parenting ability are based on objective evidence or research, are conducted by a qualified professional, and are tailored to assess actual parenting ability and specific areas of disability-related needs. Parenting evaluations must be fully accessible to Participants with disabilities and must not be based on a single general intelligence quotient or measure of the Participant's disability, rather than their parenting ability. Assessments of Participants must be individualized and based on the best available objective evidence. 45 C.F.R. § 84.60(c).

2. Section 504/ADA Coordination

- a. DCYF will maintain its designated Section 504/ADA Coordinator to serve while this Agreement is in effect. DCYF will promptly notify the United States by email of any change to who fills the Section 504/ADA Coordinator position during the term of this Agreement.
- b. On or by October 1, 2026, DCYF will identify to the United States six (6) trained and qualified DCYF employees designated to serve as the Regional Disability Liaisons, one for each of its Child Welfare regions. DCYF will specify to the United States what experience or training qualifies the identified employees to satisfy the responsibilities set forth in Section IV.C.2.c. DCYF will promptly notify the United States by email of any change to who fills each Regional Disability Liaison position during the term of this Agreement.
- c. The Section 504/ADA Coordinator and/or Regional Disability Liaisons will be responsible for the following, and for reporting such information to DCYF's policy and training units on a regular basis:
 - i. Reviewing and providing input on DCYF's policies, practices, procedures, and regulations pursuant to Section IV.E *infra*;
 - ii. Identifying emerging and best practices in assisting Participants with disabilities;
 - iii. Identifying and, where possible, fostering the development of DCYF disability resources and supports;
 - iv. Meeting regularly with individuals, agencies, and organizations external to DCYF (including, but not limited to, the Department of Social and Health Services (DSHS), Health Care Authority (HCA), Managed Care Organizations (MCO), community mental health agencies, school districts, housing authorities and supported housing providers, etc.) that are involved

- with and/or have expertise working with Participants with disabilities to identify external resources and coordinate referrals to meet family safety and reunification needs;
 - v. Sharing information about accessing resources and supports for Participants with disabilities with field office staff;
 - vi. Accessing data available to DCYF in order to assess Section 504 and/or Title II compliance and inform recommendations for policy and practice improvements; and
 - vii. Providing input to DCYF on the development of training and professional development opportunities for case workers, supervisors, and other DCYF staff.
- d. The Section 504/ADA Coordinator, who has been designated by the head of the entity, is responsible for the following when a Participant requests an Auxiliary Aid or Service, or Reasonable Accommodation or Modification, and may delegate some or all of these responsibilities to the Regional Disability Liaisons:
- i. If (a) a case worker wishes to deny a request, (b) the request would involve a significant alteration to a policy, procedure, or practice, or (c) the case worker needs additional assistance or support, the request will be sent to the Section 504/ADA Coordinator, Regional Disability Liaison, or their designee, who will review and record the request, and approve or deny it;
 - ii. Assist Field Office staff, as needed, regarding the handling of and responding to such requests;
 - iii. Ensure that, when necessary to avoid discrimination on the basis of disability, any approved Reasonable Accommodations or Modifications and Auxiliary Aids and Services are provided in an appropriate and timely manner in accordance with the ADA and Section 504; and
 - iv. Ensure that that documentation concerning requests for Reasonable Accommodations or Modifications or Auxiliary Aids and Services received by the Section 504/ADA Coordinator, the Regional Disability Liaisons, and designees, is placed in the appropriate Participant case file, including the nature of the request and the decision. approved Reasonable Accommodations or Modifications and Auxiliary Aids and Services will be communicated to Contractors with appropriate consents as necessary to implement.
- e. The mailing address, email address, and telephone number (including instructions for connecting with relay services (*i.e.*, 7-1-1)) for the Section 504/ADA Coordinator will be posted prominently on the homepage of DCYF's website, currently located at: <https://www.dcyf.wa.gov/ada>. A shared email address for each Regional Disability Liaison, also accessible by Section 504/ADA Coordinator, will be posted prominently on the same webpage.

- f. On or before October 1, 2026, DCYF will provide notice to all DCYF staff and administrators regarding the appointment of the Section 504/ADA Coordinator and Regional Disability Liaisons, which will include a description of the positions' responsibilities contained in this Part. DCYF will provide a copy of the notice to the United States upon completion.
- g. The Section 504/ADA Coordinator, or designee, will be responsible for maintaining a centralized, electronic, searchable database or log that tracks the information required in Sections IV.C.2.d.iv and IV.C.4.e *infra*, and reporting it to the United States.

3. Case Planning

- a. DCYF Child Welfare will offer written case plans with services and supports that are individually tailored to address the identified safety threat(s) and risk(s) preventing reunification to Participants. Services and supports may include those provided by DCYF Child Welfare staff and Contractors with and without modifications, services retained by DCYF Child Welfare to meet needs of Participants with disabilities, as well as services and supports from individuals, agencies, or organizations external to DCYF, including natural supports.
- b. DCYF Child Welfare will engage Participants with disabilities and their advocates to identify and consider the Participants' preferences for services and supports that will resolve the safety threat(s) preventing reunification, including, if necessary, what Reasonable Accommodations and Modifications would improve communication and remove barriers to equally accessing or benefiting from services and supports. DCYF Child Welfare field staff will consult the Section 504/ADA Coordinator, Regional Disability Liaison, or their designees as soon as there is reason to believe that a Participant may have a disability that could be affecting their ability to safely reunify.
- c. If DCYF determines that providing the Participant's preferred services, supports, or Reasonable Accommodations and Modifications are inappropriate and/or would constitute a fundamental alteration of its services and programs, it will document the reasons in the Case Plan and explain to the Participant in an accessible manner the reasons and how to file a complaint using the Grievance Procedure set forth in Section IV.C.4.
- d. DCYF will not impose requirements or eligibility criteria for Participants with disabilities, which are not required for Participants without disabilities, based solely on their disability, diagnosis, or intelligence measures. This includes access to family preservation and reunification services, or any Child Welfare service, program, or activity.

- e. DCYF will not continue recommending family separation and will not plan for permanency outcomes resulting in permanent family separation based on a Participant's ongoing needs for natural or formal services or supports if there is no active safety threat or risk or the safety threat or risk has been sufficiently mitigated by services, supports, or other reasonable modifications. In no event will this paragraph be interpreted to interfere with DCYF's rights and responsibilities under the Adoption and Safe Families Act (42 U.S.C. § 675(5)(E), 45 C.F.R. § 1356.21(i)) and Chapter 13.34 RCW.

4. Grievance Procedure.

- a. DCYF will investigate all Grievances alleging discrimination based on disability by any DCYF employee, subrecipient, or Contractor. DCYF's investigation may include interviews with the Grievant or the individual who is the subject of the complaint and review of primary source records, and must result in a determination, based on the best available evidence, whether DCYF employees or Contractors engaged or are engaging in conduct that violates Section 504/ADA. DCYF must provide a prompt and equitable resolution of Grievances. 28 C.F.R. § 35.107(b); 45 C.F.R. § 84.7(b).
- b. The Section 504/ADA Coordinator is responsible for investigating Grievances. He or she will attempt to meet with each involved party to discuss the Grievance within thirty (30) calendar days of receipt, unless a later time is requested by the Grievant. If the meeting cannot take place within thirty (30) days, the Section 504/ADA Coordinator will document the reason and communicate it to the affected parties in writing or in another format as requested by the Grievant. The Section 504/ADA Coordinator will document the investigation.
- c. Upon completion of the investigation, the Section 504/ADA Coordinator will provide written notice of the findings and recommended remedial measures to Child Welfare staff in the relevant region and to the Grievant within sixty (60) days of receipt of the Grievance. If it is not reasonably possible to complete the investigation and issue findings within sixty (60) days, the Section 504/ADA Coordinator will contact the Grievant before the deadline with an explanation of the delay and an updated projected date of completion. The findings must include a notice of the right to appeal and explanation of appeal procedures as described in the following paragraph IV.C.4.d. Contemporaneously with issuing the written findings, the Section 504/ADA Coordinator will offer to meet with the Grievant, by telephone, virtual conference, or in person, to discuss or explain the findings. Further, if the Section 504/ADA Coordinator knows or has reason to know that the Grievant requires an alternative form of communication and/or supportive measures in order to understand the findings, he or she will make reasonable attempts to offer such alternative form and/or supportive measures in accordance with 28 C.F.R. § 35.130(b)(7) and 45 C.F.R. § 84.68(b)(7).

- d. If the Grievant disagrees with the findings or recommended remedial measures, he or she may appeal the decision within fifteen (15) calendar days after receipt of the written findings or the meeting with the Section 504/ADA Coordinator described in the previous paragraph IV.C.4.c., whichever occurs later. The appeal must be sent to DCYF's Secretary, or designee, who will respond in writing and, where appropriate, in a format accessible to the Grievant. The Secretary's, or designee's, response shall be considered the final resolution of the Grievance.
 - e. The Section 504/ADA Coordinator will document and track Grievances by maintaining complaints, related correspondence, and findings of investigations in a database that is accessible to the Regional Disability Liaisons. If the Grievance and resulting findings directly impact case services, the Section 504/ADA Coordinator will ensure that the findings and/or remedial measures are documented in the case file.
5. DCYF will not coerce, intimidate, threaten, interfere, or engage in other discriminatory or retaliatory conduct against anyone because he or she has either taken action or participated in an action to secure rights protected by Section 504 and Title II, including by requesting Reasonable Accommodations or Modifications or Auxiliary Aids and Services or by filing a disability discrimination complaint with DCYF, DOJ, or OCR.
6. DCYF will obligate its sub-recipients and Contractors to comply with Section 504 and Title II in all of DCYF Child Welfare's sub-recipient and Contractor agreements.
- D. Notice of Nondiscrimination.** Within ninety (90) calendar days of the United States's written approval of the nondiscrimination policies and procedures required by Section IV.E., DCYF will create an on-going posting schedule in multiple modalities including posters and brochures in local Child Welfare offices, websites, social media, emails to staff and interested parties and partners. The schedule will include grievance policies, nondiscrimination policies, and nondiscrimination notices. DCYF will post, in each area in which Participants wait for service at each DCYF Child Welfare office, a notice of its non-discrimination policy. DCYF will also include a schedule for targeted postings for DCYF Child Welfare staff and leadership in all DCYF offices.
- E. Section 504 and Title II Policies and Procedures.** Between June 30, 2025 and June 30, 2026, in collaboration with the Section 504/ADA Coordinator, DCYF shall make rolling submissions to the United States of draft amended policies to implement this Agreement and be consistent with 28 C.F.R. Part 35 and 45 C.F.R. Part 84 (DCYF does not discriminate on the basis of race, color, national origin, disability, or age). The United States will not unreasonably withhold approval of proposed policies that comply with this Agreement. DCYF will begin implementing the package of policy and procedure changes within thirty (30) days of the United States' approval of the final draft policy or procedure submitted. The United States shall approve proposed Policy revisions that include the changes listed in Appendix A and the following elements:

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Washington State Department of Children, Youth, and Families

1. Acknowledgment that DCYF will not impose a surcharge on a particular Participant with a disability or any group of Participants with disabilities to cover the costs of measures, such as the provision of Auxiliary Aids, Reasonable Modifications, or program accessibility, that are required for DCYF to provide such Participants with nondiscriminatory treatment.
2. Acknowledgment that Participants have a right under Section 504 and Title II to file a complaint and/or a grievance alleging discrimination on the basis of disability to DCYF and to the United States, consistent with Section IV.C.4.
3. A procedure for requesting Reasonable Accommodations or Modifications and Auxiliary Aids and Services within DCYF consistent with 45 C.F.R. § 84.68(7) and 28 C.F.R. § 35.130(7). The policy must make clear that an individual does not need to reference Title II, Section 504, their implementing regulations, or any provisions therein, or use any terms of art, such as "reasonable modification," to make such a request.
4. Acknowledgment that DCYF will not coerce, intimidate, threaten, interfere, or engage in other discriminatory or retaliatory conduct against anyone because they have either taken action or participated in an action to secure rights protected by Section 504 and the ADA, including requesting Reasonable Accommodations or Modifications or Auxiliary Aids and Services or filing a disability discrimination complaint with DCYF or OCR.
5. Require that requests for evaluations of Participants with disabilities seek individualized assessments consistent with Section IV.C.1 and 45 C.F.R. § 84.60.
6. Require that DCYF Child Welfare, including subrecipients and Contractors, offer services consistently with Section IV.C.3. and do not impose discriminatory eligibility criteria that excludes Participants with disabilities from engaging in or benefitting from any child welfare services, programs, and activities.
7. Require case plans to be individually tailored to the specific needs that must be addressed for reunification consistent with Section IV.C.3 and provided in accessible formats, including plain language, in a timely manner, and explained to individuals with disabilities who have difficulty comprehending written materials.
8. DCYF will submit its revised policies and procedures to the United States as provided in Section VII.B of this Agreement.

F. DCYF Sub-Recipients and Contractors.

1. Based on the policies and procedures required by Section IV.E, and in collaboration with the Section 504/ADA Coordinator, DCYF shall ensure that all applicable Child Welfare sub-recipients and Contractors are provided with information on the disability nondiscrimination, reasonable modifications or accommodations, and auxiliary aids and services requirements of Section 504, Title II, and this Agreement.

2. DCYF shall require sub-recipients and Contractors as necessary to provide DCYF with their plans and/or policies addressing compliance with Section 504/ADA. Within six (6) months of the approval of the policies and procedures as described in Section IV.E above, the Section 504/ADA Coordinator will ensure that resources concerning compliance are provided to sub-recipients and Contractors.
3. Within six (6) months of the approval of the policies and procedures as outlined in Section IV.E. above, DCYF will incorporate the requirements of this Agreement into its new contracts with Child Welfare sub-recipients and Contractors; also within the same time period, DCYF will notify its existing Child Welfare sub-recipients and Contractors that future contract renewals will incorporate the requirements of this Agreement. DCYF is not obligated to amend existing or ongoing contracts before they would otherwise expire solely to comply to this Agreement.
4. Consistent with DCYF's current practices, sub-recipients and Contractors will be periodically reviewed for Section 504/ADA compliance. Reviews will include ensuring that appropriate policies are in place, adequate Section 504/ADA training is provided to employees, proper notices are provided to Participants, requests for Reasonable Accommodations or Modifications and Auxiliary Aids and Services are handled according to Section 504/ADA regulations and this Agreement, and the Grievance procedure is being followed.
 - a. When a review reveals that a sub-recipient or Contractor is not in compliance, the Section 504/ADA Coordinator or designee will offer individualized assistance to the sub-recipient or Contractor to remedy the deficiencies. Repeated issues of noncompliance, or refusal or unwillingness to rectify the noncompliance, will be elevated to the Contracts Manager and may result in cancelation or non-renewal of the contract.
 - b. DCYF will maintain documentation of the periodic reviews, including any findings of noncompliance and the remedial assistance provided.

V. Training

- A. Within one hundred eighty (180) calendar days of the United States's approval of DCYF's revised policies and procedures required by Section IV.E. of this Agreement, DCYF will create and submit to the United States for approval a training plan with an inventory of needed and already existing best practice training opportunities available to staff.
- B. DCYF's training materials shall cover its approved revised policies and procedures and be consistent with the joint technical assistance document regarding the rights of parents with disabilities issued in August 2015 by the U.S. Department of Health & Human

Services and the U.S. Department of Justice.³ The United States will provide technical assistance in the form of “training the trainers” if DCYF so requests.

- C. The initial training plan will specifically cover the civil rights of Participants with disabilities and will outline long-term training needs. The training plan will include training for all DCYF Child Welfare staff members about supports available to Participants with disabilities through other DCYF programs, improving communication, and providing Reasonable Modifications or Accommodations. DCYF shall ensure that all newly hired Child Welfare staff members receive Section 504 and ADA training as part of their onboarding. DCYF shall provide “refresher” nondiscrimination trainings to all Child Welfare staff members at reasonable intervals as determined by DCYF. Training will be provided to existing Child Welfare staff members within one (1) year of the approval of the training plan.
- D. The training plan will include a description of how DCYF will ensure that trainings provided to Child Welfare staff concerning assessments of Participants or the delivery of Child Welfare services to Participants with disabilities will be reviewed and approved by the Section 504/ADA Coordinator or designee. The plan will also describe how, during the term of this Agreement, DCYF will submit Section 504/ADA trainings to the United States for review.
- E. DCYF will keep an electronic log or electronic sign-in sheet for each training and re-training provided to its employees regarding the requirements under Section 504, Title II and this Agreement.

VI. Monitoring

- A. DCYF will provide the United States written progress reports indicating the actions DCYF has taken to comply with this Agreement as required by Section VII.E., below.
- B. The United States will provide technical assistance as needed to ensure that DCYF complies with its legal obligations under Section 504 and Title II to provide equal access to Child Welfare programs, services, and activities in a nondiscriminatory manner.
- C. DCYF shall also implement a program to monitor its own compliance in providing equal access to Child Welfare programs, services, and activities in a nondiscriminatory manner to Participants with disabilities, and to take appropriate corrective actions when it is not in compliance with these undertakings.

³ U.S. Dept. Health & Human Servs. & U.S. Dept. Justice, *Protecting the Rights of Parents and Prospective Parents with Disabilities: Technical Assistance for State and Local Child Welfare Agencies and Courts under Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act* (Aug. 2015), available at www.ada.gov/doj_hhs_ta/child_welfare_ta.html.

VII. Reporting Requirements to the United States

- A. According to the timeline described in IV.E., DCYF shall submit the revised policies and procedures for the United States' review and approval.
- B. Within ninety (90) calendar days of the United States's approval of DCYF's revised policies and procedures required by Section IV.E., above, DCYF shall certify that each of its Child Welfare offices has prominently posted in the waiting areas the DCYF nondiscrimination notice, as required by Section IV.D., above.
- C. Within one hundred eighty (180) calendar days of the United States's written approval of the nondiscrimination policies and procedures required by Section IV.E., above, DCYF shall (a) certify to the United States that it has sent a notice to all current sub-recipients and Contractors that provide direct services to Participants to alert them that their next renewal contract will contain the requirements of Sections IV.C.6 and IV.F above; and (b) provide the United States with representative samples of its notifications to its sub-recipients and Contractors.
- D. Within one hundred eighty (180) calendar days of the United States' written approval of the training plan required by Section V.A., above, DCYF shall certify to the United States that it has completed the training plan and is executing the plan required by Section V, above, and provide training logs showing that DCYF workforce members attended the training.
- E. Beginning within six (6) months of the Effective Date of this Agreement, DCYF will provide to the United States the semi-annual progress reports required by Section VI, above, concerning its compliance with the terms of this Agreement. The reports will include:
 - 1. The number and type of grievances filed by or on behalf of Participants with disabilities alleging discrimination on any protected basis under Section 504 or Title II and the status of or resolution thereof;
 - 2. The number and type of requests for Accommodations or Modifications received by Section 504/ADA Coordinator, Regional Disability Liaison, or their designee, from individuals with disabilities;
 - 3. The status and/or outcome of each such grievance/complaint and request for accommodation or modification;
 - 4. The reasons for full and partial denials of requests for reasonable accommodations or modifications;
 - 5. The training logs required under Section V.E above, beginning six (6) months after approval of the training plan;
 - 6. A log reflecting the contract review described in Section IV.F above, beginning six (6) months after approval of the policies and procedures required by Section IV.E; and
 - 7. Upon request, the United States may wish to review additional documentation from DCYF concerning these items.

VIII. Compensatory Relief for Affected Parties

- A. Within thirty (30) days after receiving the executed Agreement and the Affected Parties' signed releases (Appendix B), DCYF will pay each of the Affected Parties FIVE THOUSAND DOLLARS (\$5,000) for the effects of the alleged discrimination suffered as described in Section I. Full payment will be made by check pursuant to instructions to be provided by the United States.

IX. Signatures

For Washington State Department of Children, Youth, and Families

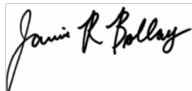


Tana Senn, Secretary
Department of Children Youth and Families

9/18/25

Date

For the United States Department of Health and Human Services



Jamie Rahn Ballay, Regional Manager
Enforcement Division, Office for Civil Rights
U.S. Department of Health and Human Services

9/19/25

Date

For the United States Department of Justice U.S. Attorney's Office for the Western District of Washington

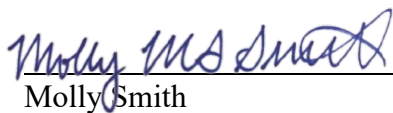


Susan Kas
Assistant U.S. Attorney

9/19/25

Date

For the United States Department of Justice U.S. Attorney's Office for the Eastern District of Washington



Molly Smith
Assistant U.S. Attorney

09/19/2025

Date

APPENDIX A

Policy	Paragraph	Policy Revisions to Implement Agreement and ADA/504 Requirements
1110 Present Danger	IV.B.3, IV.C.1.a, c	• Revise section on “Parent out of Control” in referenced “Present Danger Guide” • Prohibit using stereotypes or generalizations about persons with disabilities, or diagnosis/intelligence measures alone
1120 Safety Assessment	IV.C.1.c-f IV.E.5 IV.C.3.c	• Revise guidance in “Gathering Questions” for collecting information about “Adult Functioning” to eliminate biases against parents with disabilities • Clarify policy and safety assessment form that DCYF cannot determine threshold met for threats based solely on presence of disability or mental health condition • Add duty to consider Reasonable Modifications or Auxiliary Aids/Services to mitigate threat
1130 Safety Plan	IV.C.3 IV.C.2.c.iv	• Add requirements to consider and provide Reasonable Modifications and Auxiliary Aids/Services and to consult with ADA Coordinator or Regional Disability Liaisons if/when necessary • Specify services and supports may include services and supports from individuals, agencies, or organizations external to DCYF, including natural supports
1140 Family Assessment	IV.C.1.b-f IV.C.3.d IV.E.5	• Prohibit using presence of disability or mental health condition as sole basis to find safety threat is not managed/addressed • Prohibit requiring parent to participate in services based solely on presence of disability • Add what assessment for services must include and state that parenting evaluations must be fully accessible to people with disabilities and shall not be based on a single general intelligence quotient or measure of the person's disability, rather than their parenting ability.
1150 Case Plan	IV.C.3.c	• Add requirements for case plans to consider and include Reasonable Modifications and Auxiliary Aids/Services and to consult with Section 504/ADA Coordinator or Regional Disability Liaisons if/when necessary • Specify services and supports may include services and supports from individuals, agencies, or organizations external to DCYF, including natural supports

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1710 Shared Planning Meetings	IV.B.5-6	Add requirements for Shared Planning meetings to consider and include Reasonable Modifications and Auxiliary Aids/Services and to consult with ADA Coordinator or Regional Disability Liaisons if/when necessary
4254 Family Time	IV.C.3.c IV.C.1.b.c	- Add requirements for face-to-face visits for parents in treatment - Prohibit denials of unsupervised or unmonitored visits based solely on presence of disability, treatment status, noncompliance with services - Add requirements for family time planning to consider and include Reasonable Modifications and Auxiliary Aids/Services and to consult with Section 504/ADA Coordinator or Regional Disability Liaisons if/when necessary - Subject to facility guidelines for Participants who are involuntarily committed for inpatient care
4304 Active, Diligent and Reasonable Efforts	IV.C.2 IV.C.3.a	- Clarify services may be accessible and available from other entities such as Managed Care Organizations, Mental Health and Substance Use Disorder Providers, Aging and Long-Term Services Administration, etc. - Add requirements to consider and provide Reasonable Modifications and Auxiliary Aids/Services and to consult with ADA Coordinator or Regional Disability Liaisons if/when necessary
4305 Permanent and Concurrent Planning	IV.C.3.d	Clarify that Return Home must be considered if threats may be managed with formal or informal supports and Reasonable Modifications and Auxiliary Aids and Services
4306 Termination of Parental Rights	IV.B.2 IV.C.1.c	- Prohibit termination petitions based solely on presence of disability or mental health condition - Include need for Reasonable Modifications or Accommodations to address disability as a "compelling reason" or "good cause" not to file a termination petition
4308 Dependency Petition Process	IV.B.2,3,4 IV.C.1.c	Prohibit dependency petitions based solely on presence of disability or mental health condition
43091 Court Report	IV.B.5-6 IV.C.1.c IV.C.3.a, b IV.C.4	Add requirement for Court Report to include requested, considered, or provided Reasonable Modifications or Auxiliary Aids/Services

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		• Add requirement for Court Report to include any ADA/504 grievances and resolutions relating to family
4521 Mental Health Services	IV.C.1	• Generally update to reflect current system and agencies • Prohibit categorical referrals for psychological evaluation based solely on presence of Mental Health condition • Add what Mental Health assessments must include and state that parenting evaluations must be fully accessible to people with disabilities and shall not be based on a single general intelligence quotient or measure of the person's disability, rather than their parenting ability.

APPENDIX B

For and in consideration of the acceptance of relief offered to me by the Washington State Department of Children Youth and Families ("DCYF") pursuant to a Settlement Agreement between the United States of America and DCYF entered on _____, 2025, in the amount of FIVE THOUSAND DOLLARS (\$5,000):

I, _____, release and discharge DCYF, its respective officers, directors, managers, employees and agents of and from any and all legal and equitable claims arising under my complaint alleging that DCYF discriminated against me based on disability in violation of Title II of the Americans with Disabilities Act and/or Section 504 of the Rehabilitation Act.

This Settlement Agreement and Release does not constitute any admission of fault or liability on the part of DCYF, its respective officers, directors, managers, employees and agents; nor should it be construed as recognition of my theories of liability, which are disputed.

This Release constitutes the entire agreement.

I acknowledge that a copy of the Settlement Agreement between the United States and DCYF has been made available to me. I further acknowledge that I have had the opportunity to review the terms of this Release with an attorney of my choosing, and, to the extent that I have not obtained that legal advice, I voluntarily and knowingly waive my right to do so.

I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.

Signed this _____ day of _____, 2025.
