

Exhibit 1 to Release and Settlement Agreement
Non-Monetary Term Sheet

All of the following terms apply to currently incarcerated Plaintiffs in *Brown v. Department of Public Safety and Correctional Services*, Case No. 17-cv-945-RDB, and any Plaintiff who returns to Department of Public Safety and Correctional Services (“DPSCS”) custody while the Agreement remains in effect:

1. Within 60 days of the Effective Date, which shall be the date on which the settlement is approved by the Board of Public Works, DPSCS shall implement an accessible and timely process (separate from the ARP and grievance processes) for Plaintiffs to request reasonable modifications and auxiliary aids and services with timely (i.e., within 14 days of when request was made) determinations and documentation of provision or denial. The process will give primary consideration to the request of the blind inmate and result in approval of modifications, aids, or services whenever doing so is necessary because of a disability, would not constitute an undue burden in light of DPSCS’ resources, would not constitute a direct threat within the meaning of the ADA, and would not fundamentally alter the DPSCS program, service, or activity. Any denial, including but not limited to a determination of undue burden, fundamental alteration, or direct threat must be documented in writing by the Warden of the facility and the Commissioner of Correction, and approved by the Secretary’s designee (ADA Coordinator). That final determination shall be communicated to the requesting individual, and maintained centrally and in the base file of the requesting individual. A copy of the initial request and final determination shall be sent to Inmate Civil Rights Legal Services Provider pursuant to DPSCS Solicitation No. Q0015009 (“Legal Services Provider”). DPSCS shall provide Plaintiffs with a draft of the process described in this Paragraph before implementing it. Plaintiffs may provide feedback on the draft process, to which DPSCS will give due consideration.
2. Within 90 days of the Effective Date, DPSCS shall provide equally effective access to all print materials offered to Plaintiffs by DPSCS and its agents, including but not limited to inmate handbooks/directives, orientation materials, bulletin board notices, informal and formal grievance process forms and responses, commissary forms, request slips, sick call slips, and educational, vocational, and self-help materials, by making them available to Plaintiffs in an accessible format (options include: large print, electronic, including accessible electronic fillable forms, Braille, and audio), along with any assistive technology needed to use the accessible format (e.g., computer with text-to-speech software, CD player, printer attached to computer with assistive technology). These accessible materials and/or assistive technology shall be available to Plaintiffs in the library, classrooms, job locations, or inmate cells, as appropriate to the function of the print material. DPSCS shall maintain the assistive technology currently available to Plaintiffs (including, but not limited to: Job Access With Speech (JAWS), Talking Typer, Book Wizard Reader, SARA CE, Kurzweil

1000, slate/stylus, RUBY, DaVinci Pro HD/OCR, Perkins Braille, talking calculators, Magnalite 3X LED Lighted Magnifier, Optelec ClearReader+) for the term of this Agreement, shall ensure that such assistive technology is used only by Plaintiffs and other inmates with disabilities that affect their ability to read, write, and comprehend standard print, and shall not require Plaintiffs to pay for assistive technology. DPSCS may offer Plaintiffs a qualified reader and/or scribe where necessary to provide equally effective communication given the particular document or circumstance. DPSCS shall permit Plaintiffs to create documents privately and independently to the same extent allowed to other inmates by allowing Plaintiffs to use a word processing program on computers in the RCI Library with assistive technology and to print documents from these computers.

3. Within 90 days of the Effective Date, DPSCS shall provide equally effective access to all print materials provided to Plaintiffs through DPSCS and its agents, including library materials (including legal research materials and career and housing information), mail (personal and legal), and newspapers and periodicals, by making appropriate assistive technology and auxiliary services (options include: scanner, computer with assistive technology, qualified reader and scribe) available to Plaintiffs in the library, classrooms, job locations, or inmate cells as appropriate to the function of the print material.
4. DPSCS shall ensure any tablets implemented at any facility at which a Plaintiff is in custody have accessibility features suitable for use by Plaintiffs.
5. For Plaintiffs who prefer to have all or some documents read and/or scribed for them, DPSCS shall provide Plaintiffs the opportunity to select a fellow inmate who is designated as a qualified reader and/or scribe, who has been trained, is not affiliated with a security threat group; has not been convicted of a sex offense or a crime involving abuse of a vulnerable person; and has been infraction free for one year. For documents with information that is confidential or that may contain sensitive personal information or contact information for Plaintiffs' friends or families (including, but not limited to: sick call slips, medical documents, personal mail, request slips, grievances, legal documents, including legal mail, ARP forms and responses, and IGO documents, commissary forms, forms related to visitors or family day, and Prison Rape Elimination Act documents), DPSCS shall ensure that Plaintiffs' assigned Case Managers or, if a Case Manager is unavailable, an assigned correctional officer, are reasonably available (no longer than 48 hours from when an oral request is made) to spend a maximum of 15 minutes per day per Plaintiff to read or scribe such documents for Plaintiffs. DPSCS shall ensure that Plaintiffs' assigned Case Managers or, if a Case Manager is unavailable, an assigned correctional officer, are reasonably available (within three (3) business days (excluding holidays and weekends) from when an oral request is made) to spend an hour per day per Plaintiff to write for Plaintiffs. For any documents concerning the assigned Case Manager or correctional officer, DPSCS shall make an impartial staff member reasonably available (no longer than three (3) business days (excluding holidays and weekends) from when an oral request is made) to read or scribe for Plaintiffs. Staff acting as a reader and/or scribe

shall maintain the Plaintiff's confidentiality. DPSCS also agrees that it will honor oral requests for medical attention from Plaintiffs. DPSCS agrees that any deadlines internal to DPSCS shall be extended by the number of days between when the Plaintiff requested a reader or scribe and when such assistance was provided.

6. Within 30 days of the Effective Date, in consultation with Blind Industries & Services of Maryland ("BISM"), the RCI ADA Coordinator shall identify what auxiliary aids and services each Plaintiff requires and shall document such information in Plaintiffs' base file and in a file maintained by the RCI ADA Coordinator. To the extent not already provided, the RCI ADA Coordinator shall implement required auxiliary aids and services within 90 days from the ADA Coordinator's evaluation. In addition, also in consultation with BISM, the RCI ADA Coordinator shall conduct an individual assessment of each Plaintiff to determine an appropriate training protocol for Plaintiffs to learn skills for independent living as blind individuals from qualified instructors, including independent navigation skills, cleaning, any vocational skills appropriate to the job assigned to Plaintiff, and training on access technology. The ADA Coordinator shall implement an appropriate training protocol for each Plaintiff within 90 days of the ADA Coordinator's evaluation. The parties agree that the recommendations of BISM are not binding upon the Department, but shall be taken into consideration by the RCI ADA Coordinator and Case Management in determining appropriate services, auxiliary aids and independent living skills, including vocational skills, training for each Plaintiff.
7. To the extent consistent with proper security and inmate safety, DPSCS shall permit Plaintiffs the opportunity to navigate facilities independently or, if Plaintiffs prefer assistance, the opportunity to help select a qualified escort who has been trained, is not affiliated with a security threat group; has not been convicted of a sex offense or a crime involving abuse of a vulnerable person; and has been infraction free for one year. In the event DPSCS decides that a Plaintiff shall not be permitted to navigate independently, such decision shall be documented in writing, with supporting rationale, and communicated to the Plaintiff. A copy of the determination shall be forwarded to the Legal Services Provider.
8. To the extent that each Plaintiffs remains confined in a facility that houses inmates in cells, DPSCS shall continue to single cell that Plaintiff for the duration of his incarceration to the extent that single celling is indicated as medically required by the Department's medical provider's Ophthalmology Specialist.
9. DPSCS shall determine security classifications for Plaintiffs without regard to blindness. For those with minimum or prerelease security levels, DPSCS shall offer such Plaintiffs the opportunity to be housed at facilities commensurate with their classification security level and ensure that all required modifications and auxiliary aids and services are provided to these Plaintiffs at these other facilities. For Plaintiffs eligible for evaluation for or participation in programs and services offered at Patuxent Institution, DPSCS, upon notifying and receiving consent for a transfer to Patuxent from each eligible Plaintiff, shall transfer such Plaintiffs to Patuxent and ensure that

all required modifications and auxiliary aids and services are provided to these Plaintiffs at Patuxent. When Plaintiffs are transferred to different facilities for short-term stays, such as for court visits, DPSCS shall ensure that all required modifications and auxiliary aids and services are provided to Plaintiffs at these other facilities.

10. DPSCS shall provide Plaintiffs modifications and auxiliary aids and services necessary to enable their equal participation in any DPSCS program, service, or activity for which they are otherwise qualified or eligible but for their disability, unless to do so would pose a direct threat to the health and safety of others, constitute an undue burden in light of DPSCS' resources, or fundamentally alter the program, service or activity. Any denial of a request for a modification, auxiliary aid or service, including but not limited to a determination of undue burden, fundamental alteration, or direct threat must be documented in writing by the Warden of the facility and the Commissioner of Correction, and approved by the Secretary's designee (ADA Coordinator). That final determination shall be communicated to the requesting individual, and maintained centrally and in the base file of the requesting individual. A copy of the initial request and final determination shall be sent to the Legal Services Provider.
11. DPSCS shall offer Plaintiff Maynard Snead the next available position for which he is qualified in Maryland Correctional Enterprises. DPSCS shall offer Plaintiff Robert Wilson the next available position in Food Service in which he can perform the essential functions of the job with or without reasonable modifications and auxiliary aids and services, regardless of whether he is housed at RCI or a different DPSCS facility.
12. DPSCS shall provide Plaintiffs a head start to recreation, gym, and meals by opening their cells at least 10 minutes before the general population is permitted to leave their cells for these activities.
13. Within 60 days of the Effective Date, the Warden of RCI shall meet with the Plaintiffs and shall continue to do so on a quarterly basis throughout the term of this Agreement.
14. Within 90 days of the Effective Date, responsible staff, including job supervisors, education providers, case managers, and correctional officers who work with Plaintiffs, will be trained on the requirements of this Agreement and of the ADA and Section 504, their duty not to retaliate against Plaintiffs for filing this lawsuit or raising concerns about violations of the ADA or Section 504, the process for requesting reasonable modifications and auxiliary aids and services, including reasonable modifications in job and vocational programs, and the availability and function of assistive technology for the blind.
15. DPSCS shall ensure all contractual arrangements with third-party entities require those entities to comply with Plaintiffs' rights under the ADA and Section 504.

16. This Agreement shall be effective for a period of five (5) years from the date on which it is executed by all parties.

17. DPSCS shall provide Plaintiffs, in accessible formats, the name, office address, and telephone number of RCI's and DPSCS's ADA Coordinators.

18. This is a private settlement agreement as contemplated by 18 U.S.C. 3626(c)(2). This is not a consent decree pursuant to 19 U.S.C. 3626(c)(1).

19. Enforcement of Settlement Agreement.

- a. Pursuant to 18 U.S.C. § 3626(c)(2), upon an alleged breach of the Release and Settlement Agreement, including this Exhibit 1, Plaintiffs may move the United States District Court for the District of Maryland (the "U.S. District Court") to enforce the Settlement Agreement, subject to subparagraph b of this paragraph. The parties agree that the Settlement Agreement complies with 18 U.S.C. § 3626(a) and, accordingly, any action by Plaintiffs to enforce this Settlement Agreement in the U.S. District Court shall not result in the reinstatement of the litigation pursuant to 18 U.S.C. § 3626(c)(2)(A). In the event that the U.S. District Court finds that the Settlement Agreement does not comply with 18 U.S.C. § 3626(a), the parties stipulate and agree that the litigation shall not be reinstated in the U.S. District Court. Instead, Plaintiffs will have the right to file an action in Maryland state court seeking specific performance of the Settlement Agreement, subject to subparagraph b of this paragraph. The right to seek enforcement pursuant to this paragraph shall expire five (5) years from the Effective Date of the Settlement Agreement. In any action to enforce the Settlement Agreement under this paragraph, Plaintiffs shall not be entitled to any damages except those damages allowable under 42 U.S.C. § 1997e(e).
- b. Prior to taking any action under subparagraph a of this paragraph, counsel for Plaintiffs shall notify counsel for DPSCS of the alleged non-compliance in writing and give DPSCS thirty (30) days to investigate and cure the alleged breach. If the alleged breach is cured by DPSCS within the thirty (30) day period, the Plaintiffs may not seek relief under subparagraph a of this paragraph.