

SECOND SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES
AND YOUTH SERVICES INTERNATIONAL INC.

[Settlement Agreement](#) | [Department of Justice Press Releases](#)

The United States and Youth Services International, Inc. ("YSI") agree to settle this matter on the terms and conditions set forth below in this Agreement.

CONTENTIONS OF THE PARTIES

1. Defendant YSI is a Maryland corporation with its principal place of business in Sarasota, Florida. YSI operates approximately 17 facilities for adjudicated, delinquent, and at risk youth throughout the United States. YSI provides educational and social services to residents of these facilities. The United States contends that, pursuant to 42 U.S.C. § 12181(7) and 28 C.F.R. § 36.104, the facilities operated by YSI are places of public accommodation, and thus subject to the requirements of Title III of the ADA, 42 U.S.C. §§ 12181-12189. YSI disputes that contention.

2. At the time the claim giving rise to this Agreement arose, and until November 2005, YSI was a wholly-owned subsidiary of Correctional Services Corporation (CSC), a Delaware corporation with its principal place of business in Sarasota, Florida. In November 2005, CSC and YSI were acquired by The GEO Group, Inc. The youth services portion of CSC, namely YSI, was then divested by The GEO Group and sold to JFS Development, LLC, a limited liability company controlled by Mr. James Slattery, former CEO of CSC. As part of this transaction, YSI assumed all obligations, liabilities, duties and responsibilities related to the matters addressed in this Agreement. This Agreement refers to the collective actions of YSI and CSC solely as YSI, for the purposes of this Agreement only.

3. The United States Department of Justice ("Department" or "DOJ") is the federal agency responsible for administering and enforcing Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12181-12189.

4. This action was initiated by a complaint filed with the Department against the Defendant in September 2000.

5. The complainant is deaf and therefore is an individual with a disability as defined in the ADA, 42 U.S.C. § 12102(2); 28 C.F.R. § 36.104.

6. The complainant was a resident at the Victor Cullen Center in Sabillasville, Maryland, from September 24, 1999, through October 27, 2000. YSI operated the Victor Cullen Center at all relevant times. During this time, the complainant, along with other residents, was required to participate in a variety of rehabilitative and recreational programs. The complainant alleged that he participated in such programs without the benefit of appropriate auxiliary aids and services, including sign language interpretation, which greatly reduced or eliminated his benefit from the programs. The complainant also alleged that, after his release from Victor Cullen, he was required to participate in the Center's aftercare program without appropriate auxiliary aids and services, including sign language interpretation, which similarly reduced or eliminated his benefit from the program. The complainant alleged that the Defendant violated the ADA when it failed to provide him with appropriate

auxiliary aids and services where necessary to ensure effective communication during his detention at the Victor Cullen Center and during his participation in the Center's aftercare program. The complainant further alleged that the failure to provide him with appropriate auxiliary aids and services resulted in his being treated differently from Victor Cullen residents who were not disabled.

7. The Department investigated this complaint under its authority granted by Section 308(b) of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12188(b). The Department concluded that the Defendant failed to provide the complainant with appropriate auxiliary aids and services where necessary to ensure effective communication in violation of the ADA.

8. The Department further concluded that the complainant was denied full and equal enjoyment of the services provided at the Victor Cullen Center.

9. In March 2004, the Department and the Defendant (and CSC) entered into a Settlement Agreement to resolve the foregoing matter. The Settlement Agreement provided for a civil penalty, compensatory damages, and equitable relief. The Defendant paid the civil penalty to the United States and compensatory damages to the complainant. In March 2004, the Department entered into a separate Settlement Agreement with the State of Maryland, the owner of the Victor Cullen Center. The provisions of that Agreement are not at issue here.

10. On August 19, 2005, the Department sent the Defendant a letter notifying it that the Department was invoking its right to initiate compliance reviews pursuant to Paragraph 17.2 of the Settlement Agreement.

11. On August 29 through September 2, 2005, the Department conducted compliance reviews at six YSI facilities: Reflections Treatment Agency, Tennessee; Okaloosa County Juvenile Residential Facility, Florida; Thompson Academy, Florida; Forest Ridge Youth Services, Iowa; Elmore Academy, Minnesota; and Chamberlain Academy, South Dakota.

12. The Department's findings were conveyed to Defendant by letter dated February 24, 2006. Specifically, the Department found that, although the Defendant complied with the monetary penalty provisions in the Settlement Agreement, the Department found that the Defendant had failed to comply with many other important provisions of the Settlement Agreement. Specifically, the Defendant failed to comply with the following Paragraphs: 14.1, 14.2, 14.3, 14.6, 14.9, 14.10, 14.12, 14.13, 14.14, 14.15, 14.16, 14.18, and 17.1.

13. The United States filed a Complaint against the Defendant simultaneously with a Rule 41 Motion for Conditional Dismissal in the District of Maryland, to enforce Title III of the ADA. The Complaint alleges that the Defendant failed to provide a deaf youth and other residents of the juvenile justice facilities operated by the Defendant, who are deaf or hard of hearing, with appropriate auxiliary aids and services where necessary for effective communication in violation of Section 302 of the ADA, 42 U.S.C. §§ 12182, and its implementing regulation, 28 C.F.R. Part 36.

14. The United States further alleges that the Defendant's general policy and practice of failing to provide residents of the juvenile justice facilities operated by the Defendant, who are deaf or hard of hearing, with appropriate auxiliary aids and services where necessary for effective communication constitutes a pattern or practice of discrimination within the meaning of 42 U.S.C. § 12188(b)(1)(B)(i) and 28 C.F.R. § 36.503(a).

15. YSI disputes the findings and contentions of the Department.

16. Nevertheless, in order to avoid the costs, expense, and uncertainty of protracted litigation, the parties have agreed to resolve this dispute by a Second Settlement Agreement and a Conditional Dismissal to be filed simultaneously with the United States' Complaint. The parties agree that settlement of these matters without extended litigation is in the public interest and that this is the most appropriate means of resolving these matters.

17. Definitions. The parties agree and stipulate that certain terms shall be defined for purposes of this Settlement Agreement:

17.1 “ADA” shall mean and refer to the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.

17.2 “Appropriate auxiliary aids and services” shall mean the following: qualified interpreters, notetakers, computer-assisted real time transcription services, written materials, telephone handset amplifiers, assistive listening devices, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunication devices for deaf persons (TDDs), TTYs, videotext displays, or other effective methods of making aurally delivered materials available to persons who are deaf or hard of hearing. 28 C.F.R. § 36.303.

17.3 “Defendant” shall hereinafter mean and refer to Youth Services International, Inc.

17.4 “Disability” shall be defined as it is in the ADA, 42 U.S.C. § 12102(2).

17.5 “Effective communication” shall mean communication with persons with disabilities that are as effective as communications with others. Effective communication is achieved by furnishing appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in or benefit from a good, service, facility, privilege, advantage, or accommodation that is afforded to other individuals.

17.6 “Qualified interpreter” shall mean an interpreter who is able to interpret competently, accurately, and impartially, both receptively and expressively, using any specialized terminology necessary for effective communication in a juvenile justice facility, communications between YSI staff and a YSI resident who is deaf or hard of hearing, using the same language primarily used by the YSI resident. For example, someone who has only a rudimentary familiarity with sign language or finger spelling is not a qualified sign language interpreter under this Agreement. Likewise, someone who is fluent in sign language but who does not possess the ability to process spoken communication into the proper signs or to observe someone else signing and change their signed or fingerspelled communication into spoken words is not a qualified sign language interpreter. 28 C.F.R. § 36.104.

17.7 “Resident” shall mean any juvenile residing at or otherwise receiving services from a YSI facility or program.

17.8 “TTY” or “TDD” shall mean devices that are used with a telephone to communicate with persons who are deaf or hard of hearing by typing and reading communications.

17.9 “YSI facility” or “YSI facilities” shall mean and refer to any and all juvenile justice facilities located in the United States or its territories that are owned and/or operated by the Defendant.

17.10 “YSI program” or “YSI service” shall mean and refer to all programs and services provided by YSI to residents.

17.11 “YSI staff” shall mean all employees and independent contractors who work at a YSI facility, including, without limitation, nurses, physicians, social workers, teachers, therapists, technicians, admitting personnel, security staff, and any other administrative personnel, who have or are likely to have direct contact with residents of YSI facilities.

18. Injunctive Relief. The Defendant is permanently enjoined from engaging in any act or practice that has the purpose or effect of unlawfully discriminating against any person with a disability in violation of the ADA. The Defendant agrees to fully implement each of the following practices and policies.

19.1 Provision of Auxiliary Aids and Services. Subject to Paragraph 19.7, below, and consistent with the other provisions of Paragraph 19, the Defendant shall ensure that appropriate auxiliary aids and services are made available to all YSI residents who are deaf or hard of hearing where such aids and services are necessary to ensure effective communication with these residents, within 24 hours of such resident's admission to a YSI program or facility, so that they may participate in YSI's programs and services on an equal basis with nonhearing impaired residents. To the extent that YSI is responsible for the operation and management of aftercare programs, YSI shall also ensure that appropriate auxiliary aids and services are made available to all residents or youth participating in YSI aftercare programs.

19.2 Programs and Activities. Subject to Paragraph 19.7, below, the Defendant shall ensure that appropriate auxiliary aids and services are made available in all programs and activities offered by YSI, including discipline, treatment, education, recreation, group living, meals, vocational training, and religion. The particular auxiliary aids or services to be provided shall be determined in accordance with Paragraphs 19.3 and 19.4, below.

19.3 Assessment. As part of the regular admissions process, YSI staff shall evaluate newly admitted residents to determine what, if any, auxiliary aids or services are necessary for a resident who is deaf or hard of hearing to participate in YSI's programs and services on an equal basis with nonhearing impaired residents. This evaluation will occur as soon as possible after YSI is notified that a juvenile who is deaf or hard of hearing is to reside at or otherwise receive services from a YSI facility, and no later than 24 hours after arrival at or first receipt of services from the facility. In addition:

a. Within five business days following the effective date of this Second Settlement Agreement, YSI shall include a Request for Auxiliary Aids and Services form, attached as Attachment B, in any preliminary mailing to the placing agency, placement officer, probation officer, parents or legal guardians of current or potential residents of YSI facilities. The placing agency, placement officer, probation officer, parents or legal guardians will be asked to complete this form on behalf of and in consultation with the residents or potential residents for whom they are responsible and will return the form to the relevant YSI facility. YSI shall not be deemed to be in violation of this Second Settlement Agreement if such forms are not returned to YSI.

b. Within five business days following the effective date of this Second Settlement Agreement, YSI shall request that all government agencies referring youths to YSI facilities include a completed Request for Auxiliary Aids and Services form in their referral packets for each youth referred to YSI facilities.

c. Within five business days following the effective date of this Second Settlement Agreement, YSI shall include a Request for Auxiliary Aids and Services form as part of the admissions material for all YSI facilities or programs. Residents will be asked to complete this form along with the other admissions paperwork. In the event that this form was completed prior to admission pursuant to Paragraph 19.3.a or 19.3.b above, YSI staff will review the completed form with the resident to confirm the accuracy of the information.

d. Subject to Paragraph 19.7, below, in the event YSI receives a Request for Auxiliary Aids and Services form, pursuant to Paragraph 19.3.a or 19.3.b, above, or other advance notice indicating that an incoming resident may be in need of a sign language or oral interpreter, YSI shall have a qualified sign language interpreter or oral interpreter, whichever is appropriate, present during the admissions process, including during the assessment mandated by and described in this Paragraph.

e. If a resident who is deaf or hard of hearing has not requested appropriate auxiliary aids and services, but YSI staff have reason to believe, either during the admissions process or at any time during the resident's participation in YSI programs or receipt of YSI services, that such resident would benefit from appropriate auxiliary aids and services where necessary for effective communication, YSI staff will specifically inform the resident that appropriate auxiliary aids and services are available, and discuss the nature of such auxiliary aids and services with the resident. YSI staff shall also notify the ADA coordinator in writing that he or she has reason to believe a resident would benefit from appropriate auxiliary aids and services.

f. Also as part of YSI's initial physical or health screening of a newly admitted resident, YSI shall provide a hearing test for all new residents upon admission to a YSI facility and shall follow up with audiologists when appropriate.

g. YSI shall provide hearing aid batteries to residents of YSI facilities who require hearing aids. YSI shall provide the hearing aid batteries within four hours of any request. In the event YSI fails to provide the requested hearing aid batteries within this time frame, YSI shall document the failure to provide the hearing aid batteries and shall notify the Department of said failure.

19.4 Sign Language and Oral Interpreters. Subject to Paragraph 19.7, below, YSI shall ensure that qualified sign language interpreters are provided for residents who are deaf or hard of hearing and whose primary means of communication is sign language, and qualified oral interpreters for residents who rely primarily on lip reading, as necessary for effective communication in the program areas listed in Paragraph 19.2, above. Pursuant to this Paragraph, qualified sign language interpreters or oral interpreters will be provided in the following circumstances: during the orientation process; during all medical and psychological evaluations and treatment; during all educational classes; during all meetings to discuss treatment plans, progress reviews, or aftercare plans; during one-to-one meetings; during all individual, group, and family therapy sessions; during all other group meetings including, but not limited to, educational, focus, and helping groups; during exit interviews; during school or other assemblies; during group living time; and during all aftercare group meetings.

19.5 On-Call Interpreters. Subject to Paragraph 19.7, below, for the period of time that a resident who is deaf or hard of hearing and whose primary means of communication is sign language or lip reading resides in or otherwise receives services from a YSI facility, YSI shall ensure that at least one qualified sign language interpreter or one oral interpreter, whichever is appropriate, is kept on call during those times when a qualified interpreter is not already on the premises, and is within 50 miles of that YSI facility. In the following circumstances, if no sign language or oral interpreter is currently on site at the relevant YSI facility, YSI staff will immediately summon the on-call interpreter: when disciplinary measures have been taken such as a "time out," "lock down," or "chill out"; when a show of force has been used; when a resident has been placed in mechanical restraints or seclusion; when a YSI resident indicates that an interpreter is necessary to communicate an urgent matter to staff; or in any other circumstance where it is

particularly important that staff be able to communicate effectively with a resident who is deaf or hard of hearing.

19.6 Procedure for Acquiring Interpreting Services. Within five business days after the effective date of this Second Settlement Agreement, each YSI facility shall create a list consisting of at least three companies offering sign language interpreting services and three companies offering oral interpreting services in the geographic area of that YSI facility. Every three (3) months each YSI facility shall verify the accuracy of this list and, if necessary, update the companies included on this list. As soon as YSI has notice, pursuant to Paragraph 19.3, above, that a resident requires sign language or oral interpreting services, YSI staff shall contact the companies included on this list in an attempt to procure the necessary services. In addition, YSI shall memorialize the procedures required by this Paragraph in writing and publicize them to all YSI staff responsible for resident intake and admission.

19.7 Interpreting Services Not Available. If, after following the procedures set forth in Paragraph 19.6, above, the sign language or oral interpreting services necessary to comply with Paragraphs 19.1, 19.2, 19.3(d), 19.4, or 19.5 of this Second Settlement Agreement are not available at the time they are required pursuant to those Paragraphs:

- a.** YSI shall notify the referring governmental agency as soon as possible that such services are not available, and, in any event, no later than 24 hours after the admission of a resident requiring those services;
- b.** YSI shall provide the Department with a letter documenting the efforts made to comply with Paragraph 19.6, above, which shall be signed by a high ranking YSI official and sent via facsimile to the address stated in Paragraph 20.5, below, as soon as possible, and, in any event, no later than 24 hours after the admission of a resident requiring those services or no later than 24 hours after the event requiring interpreting services occurred; and
- c.** YSI shall use its best efforts to secure, as soon as possible, sign language or oral interpreting services, whichever is required, or a transfer of such resident to a facility that can provide appropriate auxiliary aids and services.

19.8 Movement Outside Facilities. If a YSI resident will be transferred to another facility, including any other juvenile justice facility, a court facility, or medical facility for an outside medical appointment, YSI staff at the resident's current facility shall notify the appropriate official at the subsequent location as to the resident's need for appropriate auxiliary aids and services by placing a telephone call in advance to the official. YSI staff shall document such telephone calls and make them a part of the resident's file or records. Besides providing notice, YSI shall have no responsibility or obligation to ensure that any court facility, any medical facility, or any other juvenile facility that is not a YSI facility, provides appropriate auxiliary aids and services for the resident when at such facilities.

19.9 ADA Coordinator. Within five business days following the effective date of this Second Settlement Agreement, YSI shall appoint an employee at each facility, and for each after care program to serve as an ADA Coordinator to deal with and address ADA compliance matters at each such facility or program. The ADA Coordinator at each such facility or program shall be knowledgeable regarding the ADA and will coordinate the provision of appropriate auxiliary aids and services to persons who are deaf or hard of hearing at each such facility or program. The ADA Coordinator at each such facility and for each aftercare program shall coordinate with outside service providers the provision of auxiliary aids and services and coordinate training sessions as set forth in Paragraph 19.16, below. The ADA Coordinator shall also serve as a resource to other YSI employees on ADA matters. An ADA Coordinator shall be in place at Headquarters, each facility,

and for each after care program for the duration of this Second Settlement Agreement. Within five business days following the effective date of this Second Settlement Agreement, YSI also shall appoint an employee at its headquarters to serve as the ADA Coordinator for YSI. The ADA Coordinator at Headquarters shall likewise be knowledgeable regarding the ADA and shall be responsible for coordinating compliance with this Agreement and the reporting of compliance with this Agreement. The corporate ADA Coordinator shall also serve as a resource to other YSI employees on ADA matters.

19.10 Request for Auxiliary Aid or Service. A resident who is deaf or hard of hearing may, at any time while residing in or otherwise receiving services from a YSI facility, request appropriate auxiliary aids or services, or request a change in current auxiliary aids or services, by completing a Request for Auxiliary Aids and Services form (see [Attachment A](#)) and submitting the form to the ADA Coordinator. Residents so identified by YSI staff shall be informed of this procedure during the admissions process.

19.11 Prohibition of Surcharges. All appropriate auxiliary aids and services required by this Agreement shall be provided free of charge to YSI residents who are deaf or hard of hearing. Nothing herein precludes the Defendant from seeking reimbursement for the costs of such aids or services from a governmental entity or other third party.

19.12 Outside Contracts. All contracts hereafter entered into between the Defendant and outside service providers who directly interact with YSI residents, including but not limited to health, educational, medical, and recreational service providers, shall provide: “The Company shall provide appropriate auxiliary aids and services necessary for effective communication with individuals with disabilities receiving services from the Contractor pursuant to this Agreement for all services rendered by the Contractor on-site at the Company’s facilities and shall endeavor to provide appropriate auxiliary aids and services necessary for effective communication with individuals with disabilities receiving services from the Contractor elsewhere, including in the Contractor’s facilities. Nevertheless, the Contractor acknowledges that it is obligated to comply with applicable federal, state and local laws, including the Americans with Disabilities Act and its requirement that the Contractor provide appropriate auxiliary aids and services necessary for effective communication with individuals with disabilities receiving services from the Contractor, unless the Contractor can demonstrate that compliance with the ADA would result in an undue burden on, or would fundamentally alter the nature of, the Contractor’s services.”

19.13 Telephones. Each YSI facility shall ensure that at least one public use telephone equipped with volume control mechanisms and one hearing aid-compatible public use telephone (collectively, “Accessible Phones”) are available for use by residents who are deaf or hard of hearing. In addition, for the period of time that a resident who is deaf or hard of hearing is receiving services from a YSI facility, YSI shall ensure that at least one TTY device is available for use by that resident. Residents who are deaf or hard of hearing will be permitted access to the Accessible Phones and TTY on the same terms as hearing residents are permitted access to telephones, except that, in determining what time limitations should be placed on a deaf or hard of hearing resident’s use of an Accessible Phone or TTY (if any), YSI shall consider that it may take that resident more time to communicate using an Accessible Phone or TTY, compared to how long it generally takes hearing residents to communicate using a telephone. If an Accessible Phone or TTY is not available in the same location as telephones used by residents who are not deaf or hard of hearing, residents who use Accessible Phones or a TTY will be allocated additional time to walk to and from the Accessible Phone or TTY location. YSI shall ensure that the privacy of telephone calls by residents using Accessible Phones or a TTY is equal to that of other residents’ telephone calls.

19.14 Visual Alarms. For the period of time that a resident who is deaf or hard of

hearing is receiving services from a YSI facility, YSI shall ensure that visual alarms complying with the standards set forth in sections 4.1.3(14) and 4.28 of the Standards for Accessible Design, 28 C.F.R. pt. 36, app. A, are provided for that resident, at a minimum, in the resident's room, dining area, living quarters, toilet room, classroom, and recreation area.

19.15 Captioning and Decoders. When a YSI facility receives a resident who is deaf or hard of hearing, to the extent YSI uses televisions or other audio-visual aids as part of its educational program, or allows residents access to televisions for recreational or other purposes, YSI shall ensure that closed captioning decoders are made available to residents who are deaf or hard of hearing, or that televisions with the built-in capability to display captions are made available. Clearly stated directions for use of the closed caption capability shall be posted adjacent to each television set.

19.16 Training. YSI shall develop an ADA training curriculum encompassing the policies and practices described in this Second Settlement Agreement for all YSI staff. This training shall include the following objectives: to inform YSI staff of the Defendant's legal obligations under the ADA and this Agreement to provide appropriate auxiliary aids and services where necessary to ensure effective communication with residents who are deaf or hard of hearing; to promptly identify communication needs and preferences of YSI facility residents who are deaf or hard of hearing; to secure qualified interpreter services as quickly as possible when necessary; and to facilitate appropriate interaction between residents who are deaf or hard of hearing and other residents, when appropriate (for example, group therapy sessions and other times when interaction with other residents is encouraged). YSI shall submit a copy of their proposed curriculum to the Department for approval within five business days following the effective date of this Second Settlement Agreement. YSI shall conduct training sessions in the foregoing areas under the following time table:

a. Within 15 business days following the effective date of this Second Settlement Agreement, YSI shall conduct ADA training for the administrators, admissions personnel, supervisory personnel, case managers, and clinical staff;

b. Within 15 business days following the effective date of this Second Settlement Agreement, YSI shall incorporate ADA training into its pre-service and orientation training programs for new employees who will have contact with YSI residents; and

c. Within 15 business days following the effective date of this Second Settlement Agreement, YSI shall incorporate ADA training into its annual in-service training for existing employees. After completing one of the training curricula described above, YSI employees shall sign a form, to be developed by YSI, indicating that they have done so. YSI also will incorporate the policies described in this Agreement into all training manuals and programs for employees.

19.17 Community Service. If, and to the extent that, YSI is responsible for coordinating community service placements for residents, YSI shall communicate with community service organizations that serve the deaf or hard of hearing community in order to find community service placements for residents who are deaf or hard of hearing who wish to complete court-ordered community service with such organizations. YSI residents who are deaf or hard of hearing shall not be restricted to performing community service with such organizations.

19.18 Publication of Policies and Procedures. YSI shall include in its advertisements for its facilities, admissions and orientation material, handbooks for YSI residents, and

staff training materials the statement that YSI does not discriminate against residents in YSI facilities on the basis of disability. YSI agrees to publicize the policies and procedures contained in this Agreement in its admissions and orientation material, its handbooks for YSI residents, and staff training materials.

19.19 Appeal. A YSI resident may appeal decisions concerning a request for auxiliary aids and services by employing the grievance procedures of the relevant YSI facility.

20. Notice, Reporting, and Monitoring Requirements

20.1 Every three months following the effective date of this Agreement, the Defendant shall provide a written report to DOJ regarding its efforts to comply with this Agreement. Each report shall be comprised of information regarding each YSI facility as entered into copies of the Second Settlement Agreement Compliance Form attached as [Attachment B](#). Each YSI facility shall maintain appropriate records to document the information contained in the report, including but not limited to:

- a.** the first date of YSI's control over a resident who is deaf or hard of hearing;
- b.** the names of YSI staff who are responsible for a resident who is deaf or hard of hearing;
- c.** the types of appropriate auxiliary aids and services requested by YSI residents who are deaf or hard of hearing, their parents or legal guardians, or YSI staff, and the dates of all such requests;
- d.** all language(s) used by YSI residents who are deaf or hard of hearing (e.g., American Sign Language, Signed English, etc.);
- e.** the types of appropriate auxiliary aids and services provided to YSI residents who are deaf or hard of hearing, and the dates all such aids and services were provided;
- f.** dates and locations of movement of YSI residents who are deaf or hard of hearing to other facilities, including any other juvenile justice facility, a court facility, a medical facility, or home;
- g.** names of persons in attendance at any ADA training provided to YSI staff, and the dates of such training; and **h.** the discharge or release date of any YSI resident who is deaf or hard of hearing from the YSI facility.

20.2 YSI shall provide notification to DOJ within 24 hours of admission when a resident who is deaf or hard of hearing is admitted to a YSI facility or program.

20.3 The United States may review compliance with this Agreement at any time. As a part of such compliance review, the United States may, with reasonable notice and in a reasonable manner that protects resident confidentiality rights and avoids interfering with services provided to residents at YSI facilities, require any YSI facility to permit the United States to interview YSI staff (within the presence of YSI's counsel), YSI residents, and other persons with knowledge relating to implementation of this Agreement, or to review the records kept in accordance with this Agreement, to the extent reasonably necessary in determining whether the Defendant is complying with the provisions of this Agreement. The United States may also review YSI's advertisements for its facilities, admissions and orientation material, handbooks for YSI residents, and staff training materials for compliance with this Agreement. The United States agrees that all communications concerning this Agreement and all requests for compliance reviews shall

be directed to and through YSI's counsel or a senior official of YSI at its headquarters. The United States shall not communicate directly with employees of YSI, without the prior consent of YSI's counsel or a senior official of YSI at its headquarters. The United States may communicate directly with senior officials of YSI at its headquarters without YSI's counsel's prior consent and without counsel's presence or participation in the communication.

20.4 If the United States believes that the Defendant is not in compliance with this Agreement or any requirements contained herein, the United States agrees to notify the Defendant in writing of the alleged noncompliance and attempt to seek a resolution of the matter with the Defendant. If the parties are unable to reach a resolution within 30 days of the date of the United States' written notification, the United States may seek judicial action. In the event the Court determines that the Defendant has failed to comply with any term in this Second Settlement Agreement, such failure to comply shall be treated as a violation of Title III of the ADA, and the United States may seek, and the Court may assess, a civil penalty as provided in 42 U.S.C. § 12188(b)(2)(C). Failure by the United States to seek relief under this Agreement, or any of its provisions, shall not be construed as a waiver of the United States' rights under this Agreement.

20.5 All notices, reports, or other such documents required by this Second Settlement Agreement shall be sent to the parties at the following addresses or to such other person as the parties may designate in writing in the future:

For notices to the Department: John L. Wodatch, Chief Disability Rights Section Civil Rights Division U.S. Department of Justice 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530 (202) 307-3543 (202) 307-1197 (facsimile) For notices to the Defendant: Youth Services International, Inc. 1819 Main Street Suite 1000 Sarasota, Florida 34236 Attention: President (941) 953-9198 (facsimile)

21. Miscellaneous

21.1 Entire Second Settlement Agreement. This Second Settlement Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by any of the parties or agents of any of the parties, that is not contained in this Second Settlement Agreement, shall be enforceable regarding the matters raised herein. Specifically, this Second Settlement Agreement terminates and supercedes in its entirety the Settlement Agreement entered into by and among the United States, YSI, and CSC in March 2004. This Agreement is limited to the facts set forth in it. This Agreement does not purport to remedy any other potential violations of the ADA or any other Federal law. This Agreement does not necessarily list all potential violations of the ADA by the Defendant, and compliance with this Agreement does not affect the Defendant's continuing responsibility to comply with all aspects of the ADA.

21.2 Second Settlement Agreement Binding on Parties and Successors in Interest. This Agreement shall be binding on Defendant, its agents and employees. In the event Defendant seeks to transfer or assign all or part of its interest in any facility covered by this agreement, and the successor or assign intends on carrying on the same or similar use of the facility, as a condition of sale Defendant shall obtain the written accession of the successor or assign to any obligations remaining under this agreement for the remaining term of this agreement.

21.3 Term of the Second Settlement Agreement. This Agreement shall be in full force and effect for a period of three and one half years after the date of the filing of the Complaint and Rule 41 Conditional Dismissal. **21.4 Rule 41 Conditional Dismissal.** Upon execution of this Second Settlement Agreement, the Department of Justice shall file a complaint in the United States District Court for the District of Maryland, and file

contemporaneously a Joint Motion for Conditional Dismissal of the complaint pursuant to Federal Rule 41(a)(2). A copy of this Agreement shall be attached to the Joint Motion for Conditional Dismissal and that motion shall: (1) request the court to dismiss the complaint upon the passage of three and one half years from the date of its filing; (2) request that the court place the case on its inactive docket; and (3) retain jurisdiction over the case until three and one half years have passed. The parties expressly declare that this provision shall not be interpreted to provide for active judicial supervision.

21.5 Severability. If any term of this Second Settlement Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect, provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the Department of Justice and the Defendant shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.

21.6 Headings. The Paragraph headings in this Second Settlement Agreement are for convenience only and shall not be deemed to affect in any way the language of the provision to which they refer.

21.7 Signatories Bind Parties. Signatories on the behalf of the parties represent that they are authorized to bind the parties to this Agreement.

21.8 Nondiscrimination. The Defendant agrees that it shall not deny its services to any person on the basis of disability.

21.9 Retaliation and Coercion. The Defendant agrees not to retaliate against or coerce in any way any resident who is trying to exercise his or her rights under this Agreement or the ADA.

COUNSEL FOR THE UNITED STATES:

ALBERTO GONZALES
Attorney General of the United States

WAN J. KIM
Assistant Attorney General
Civil Rights Division

JOHN L. WODATCH
Chief, Disability Rights Section

L. IRENE BOWEN
Deputy Chief, Disability Rights Section

ELIZABETH JOHNSON
JANINE SCOTT
Trial Attorneys
Disability Rights Section
U.S. Department of Justice
Washington, D.C. 20035-6738
(202) 307-3543

Dated: _____, 2006

(202) 307-1197 (facsimile)
ROD J. ROSENSTEIN
United States Attorney
TARRA DESHIELDS
Assistant United States Attorney
District of Maryland
6625 U.S. Courthouse
101 W. Lombard Street
Baltimore, Maryland 21201
(410) 209-4800
(410) 962-2310 (facsimile)

Dated: _____, 2006

Defendant

JAMES F. SLATTERY
President
Youth Services International, Inc.
1819 Main Street, Suite 1000
Sarasota, Florida 34236

[Cases & Matters by ADA Title Coverage](#) | [Legal Documents by Type & Date](#) | [ADA Home Page](#)

July 11, 2006