

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
UTAH DEPARTMENT OF CORRECTIONS
UNDER THE AMERICANS WITH DISABILITIES ACT
DJ# 204-77-80

I. PURPOSE

This Agreement is entered into between the United States and the Utah Department of Corrections (“UDOC”). This Agreement reaffirms and restates the UDOC’s obligations to provide appropriate auxiliary aids and services whenever necessary to ensure effective communication with inmates who have hearing disabilities and its obligation to ensure that all inmates with disabilities have full and equal access to the UDOC’s programs, services, and activities.

BACKGROUND & JURISDICTION

1. The United States initiated an investigation and compliance review upon receipt of a complaint filed pursuant to Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12134, alleging that the UDOC fails to ensure effective communication for inmates with hearing disabilities and thereby denies them participation in educational, vocational, religious and other programs on the basis of their disability. The United States’ investigation included document review and interviews with UDOC inmates, personnel, and administrators conducted on-site at Utah State Prison, Draper, Utah, in January of 2018.
2. The ADA applies to the UDOC because it is a “public entity” as defined by Title II of the ADA. 42 U.S.C. § 12131(1). Title II prohibits discrimination against qualified individuals with disabilities on the basis of disability in the “services, programs, or activities of a public entity.” 42 U.S.C. § 12132.
3. The United States is authorized under the Department of Justice’s Title II implementing

- regulation, 28 C.F.R. Part 35, Subpart F, to determine the UDOC's compliance with Title II of the ADA, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action enforcing Title II of the ADA.
4. The parties to the Agreement are the United States of America and the Utah Department of Corrections.
 5. The parties agree that it is in their best interests, and the United States believes that it is in the public interest, to resolve this matter without engaging in protracted litigation. The parties have therefore voluntarily entered into this Agreement.
 6. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit in this matter, except as provided in the section entitled "Implementation and Enforcement."

III. DEFINITIONS

7. **"Auxiliary aids and services"** shall have that meaning as set forth in 28 C.F.R. § 35.104 and, accordingly, include qualified interpreters on-site or through video remote interpreting (VRI) services; note takers; computer-aided real-time transcription services (CART); 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, hard of hearing, or who have a speech disability.
8. **"Disability"** will be defined as it is in the ADA, 42 U.S.C. § 12102(1). *See also* 28 C.F.R. § 35.108. In particular, individuals have "hearing disabilities" if they have a physical impairment that substantially limits their hearing, without regard to mitigating measures such as hearing aids or cochlear implants.

9. **“Effective communication”** means communication with persons who are deaf or hard of hearing that is as effective as communication with others. Effective communication is achieved by furnishing appropriate auxiliary aids and services where necessary to afford qualified individuals with disabilities an equal opportunity to participate in or benefit from the services, programs, or activities of a public entity.
10. **“Qualified interpreter”** means an interpreter who, via a video remote interpreting (VRI) service or an on-site appearance, is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary, given the deaf or hard of hearing individual’s language, skills, and education. Qualified interpreters include, for example, sign language interpreters, oral transliterators, and cued-language transliterators. *See* 28 C.F.R. § 35.104, Pt. 35, App. A. “Qualified Interpreter.”
11. **“Personnel”** means all UDOC employees.
12. **“Text Telephone/Teletype Terminal/Teletypewriter” (“TTY”)** means a device that allows individuals with hearing disabilities to use a telephone to type and send text messages.
13. **“Telecommunications Relay Service” (“TRS”)** means a n operator service that allows people with hearing disabilities to place calls to standard telephone users via keyboard or assistive device.
14. **“Videophone” means a telephone with a camera and screen for visual, real-time communication**
15. **“Video Relay Service” (VRS)** means a telephone service using interpreters connected to callers by video hook-up that is designed to provide persons who are deaf and use American Sign Language with telephone services that are functionally equivalent to those provided to users who are hearing.
16. **“Video Remote Interpreting” (VRI)** means an interpreting service that uses video conference technology over dedicated lines or wireless technology offering a high-speed, wide-bandwidth video connection that delivers high-quality video images as provided in 28 C.F.R. § 35.160(d).

IV. REMEDIAL ACTIONS

17. **General Nondiscrimination Obligations.** The UDOC and its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, will not discriminate on the basis of disability, including hearing disabilities, in the UDOC's services, programs, or activities, and will comply with all requirements of Title II of the ADA, 42 U.S.C. §§ 12131–12134, and its implementing regulation, 28 C.F.R. Part 35.
18. **Access to Programs, Services, and Activities.** The UDOC shall not exclude qualified inmates with disabilities from participating in or deny them the benefits of the UDOC's programs, services, or activities, including, but not limited to, housing, recreation, commissary, dayrooms, telephones, and regular meals. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(a), (b)(1)(i). The UDOC shall make reasonable modifications in its policies, practices, or procedures when the modifications are necessary to allow inmates with disabilities to participate in the UDOC's programs, services, or activities. Consistent with the regulations, this Agreement does not require UDOC to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of UDOC believe that a proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, UDOC has the burden of proving that compliance would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of UDOC or his or her 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. If an action required to comply with this Agreement would result in such an alteration or such burdens, UDOC shall take any other action that would not result in such an alteration or such burdens but would, nevertheless, ensure that, to the maximum extent possible, individuals with disabilities receive the benefits or services provided by UDOC. 28 C.F.R. § 35.165

- 19. Effective Communication.** Consistent with its custodial role, the UDOC shall take appropriate steps to ensure that communications with inmates who have a hearing disability are as effective as communications with other inmates so that they may participate in or benefit from the services, programs, and activities of the UDOC on an equal basis with other inmates in accordance with 28 C.F.R. § 35.160, and 28 C.F.R. § 35.164. The UDOC agrees to implement fully the provisions listed in Section IV, paragraphs seventeen (17) through forty-three (43) within sixty (60) days after the effective date of this Agreement, unless otherwise expressly indicated herein.
- 20. Provision of Auxiliary Aids and Services** . The UDOC will ensure that appropriate auxiliary aids and services, including qualified interpreters, are made available to persons who have a hearing disability when such aids and services are necessary to ensure effective communication, so that otherwise qualified inmates may participate in or benefit from the UDOC's services, programs, or activities on an equal basis with others. The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the method of communication normally used by the inmate; the nature, length, and complexity of the communication involved; and the context in which the communication is taking place. In determining what type of auxiliary aids and services are necessary, the UDOC shall give primary consideration to the expressed choice of the inmate, and must honor that choice unless the UDOC can demonstrate that another effective means of communication exists. 28 C.F.R. § 35.160(b)(2). The UDOC will make the determination of the appropriate auxiliary aids and services during its initial communication assessment at intake and will reassess as needed, and, as provided in paragraph 28.
- 21. Telecommunication Services at UDOC Facilities** . Within six months of the effective date of this agreement, the following telecommunication services will be provided by the UDOC at its facilities:
- The UDOC will provide access to Telecommunications Relay Service, Utah Relay Service, or Video Relay Service as needed to connect persons with hearing disabilities with others.
- a. The UDOC will provide a functional TTY and a telephone that is compatible

with hearing aids, and, where necessary, modified to enable volume control, in each unit housing an inmate with a hearing disability. The UDOC will also provide a videophone at a location accessible to inmates who are deaf. Inmates who are deaf or hard of hearing shall be afforded access to these devices in a manner equivalent to the access afforded to inmates who use a standard telephone.

- b. If any inmate who has a hearing disability requires a different auxiliary aid or service to effectively communicate, the UDOC will provide that aid or service unless doing so would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens.²⁸ C.F.R. § 35.164.

22. Qualified Interpreters for UDOC Programs . The following non-exhaustive list provides examples of activities, services, programs, or circumstances where the UDOC will provide appropriate auxiliary aids and services, including reasonable access to qualified interpreters, to ensure effective communication with UDOC inmates who have a hearing disability.

- a. Critical communication, complex information, lengthy exchanges, or anything involving legal due process;
- b. Intake;
- c. Orientation;
- d. Classification;
- e. Medical care and health programs and services, including physicals, medical screenings and treatment, dental, visual, and/or mental health examinations or treatment, and drug and alcohol recovery services;
- f. Counseling or psychological services;
- g. Educational and vocational programming, including any programming required for parole or early-release;
- h. Due process hearings, including disciplinary hearings, and hearings in which the inmate is a witness;
- i. Classification review interviews;

- j. Grievance interviews or processes;
- k. Religious services;
- l. Non-criminal investigations conducted by the UDOC; and
- m. Pre-release instructions.

23. On-Site Interpreter Services and VRI .On-site interpreter services are required when VRI is not available or the use of VRI is not feasible or does not result in effective communication, such as where the inmate is unable to clearly see the video monitor (for example, due to vision difficulties or because the video monitor is out of the inmate's sightline), where the signal is interrupted causing unnatural pauses in communication, or where the image is grainy or otherwise unclear. 28 C.F.R. § 35.160(d). Consistent with state procurement requirements and timelines, UDOC is currently soliciting bids for VRI and additional VRS services, which may include an inmate kiosk and/or tablet system.

24. Use of Interpreting Service Agencies .When an interpreter is required to ensure effective communication, the interpreter provided will be qualified, as defined in paragraph 10 and 28 C.F.R. § 35.104.

a. The UDOC will contract with one or more interpreter service agencies to ensure that qualified interpreting services, including on-site and VRI (consistent with paragraph 23) as necessary to ensure effective communication consistent with the time frames in paragraph 25 are available, twenty-four (24) hours per day and seven (7) days a week. Alternatively, the UDOC may make other appropriate arrangements such as contracting directly with or hiring qualified interpreters on a fee for service basis. Documentation of interpreter services contracts will be provided in the compliance reports required in this Agreement, paragraph 47 “Monitoring and Reporting Requirements.”

b. The UDOC will document all requests it receives for qualified interpreters and the action taken in response to each request, including denials of services. When an oral request for a qualified interpreter is received by UDOC personnel, the employee receiving the request will provide the inmate with an interpreter request form as soon as practical, but no later than one (1) hour from the time of the request, absent exigent circumstances, and the employee will provide assistance in

completing the form where necessary. The documentation will be promptly provided to the United States for review of compliance with this Agreement upon reasonable notice and request by the United States, and in the compliance reports required in this Agreement, paragraph 47 “Monitoring and Reporting Requirements.”

- c. Consistent with its custodial role and where necessary for effective communication, the UDOC will request a qualified interpreter, in person or VRI, from the interpreting service for scheduled events, such as those listed in paragraph 22, as soon as practical, and will make reasonable efforts to do so no later than twenty-four (24) hours prior to when the event is scheduled, or within two (2) hours of the UDOC’s receipt of an inmate request that is submitted by the inmate in accordance with the Effective Communication Policy.

25. Time for Interpreter Response .In the event a qualified interpreter is necessary to provide effective communication, the UDOC will provide a qualified interpreter at the earliest reasonable time. The activity, service, or program may be delayed until the interpreter is made available, or the inmate may elect to delay his or her participation in the activity, service, or program until the interpreter is available, except in situations or circumstances involving an emergency as described in this Agreement or in the policies and procedures implemented in accordance herewith.

- a. Unless an interpreter is scheduled in advance—for example, for an upcoming disciplinary hearing, or a scheduled medical appointment—the qualified interpreter will be provided at the earliest reasonable time taking into consideration, without limitation, the time of day, day of the week, distance to be traveled, and the circumstances and location at which the service is to be provided. The inmate will not be required to attend the event without a qualified interpreter except in situations involving an emergency. However, the event (if it is specific to the individual) may be rescheduled until an interpreter can participate, but no later than twenty-four (24) hours from the initial request absent exigent circumstances.
- b. The UDOC will use the most effective, readily available means of communicating with the inmate until such time as a qualified interpreter is present. The UDOC will

inform the inmate of the current status of efforts being taken to secure a qualified interpreter on his or her behalf within thirty (30) minutes of making the request for the interpreter service. The UDOC will provide additional updates to the inmate as necessary until an interpreter is secured. Notification of efforts to secure a qualified interpreter does not lessen the UDOC's obligation to provide qualified interpreters in a timely manner.

- 26. Use of Other Inmates to Facilitate Communication** .The UDOC will not require an individual who has a hearing disability to bring or use another inmate to interpret for him or her. The UDOC will not use another inmate to interpret for an individual who has a hearing disability unless (1) the individual with a disability specifically requests such assistance from another inmate, the inmate agrees, and reliance on that inmate is appropriate under the circumstances; or (2) in an emergency involving an imminent threat to the safety or welfare of the individual or the public where there is no interpreter available, 28 C.F.R. § 35.160(c). This clause is not intended to prevent UDOC from assigning an inmate helper, as a supplemental support, to assist an inmate with a hearing disability during announcements, alarms, or other auditory information.
- 27. Use of UDOC Personnel to Facilitate Communication** .Except for UDOC personnel hired specifically to serve as qualified sign language interpreters, the UDOC will not use its personnel to serve as sign language interpreters except in appropriate circumstances, such as: informal communications, providing basic information to a hearing impaired inmate while waiting for a qualified interpreter to arrive, or in an emergency involving an imminent threat to the safety or welfare of the individual or the public where there is no qualified interpreter available, 28 C.F.R. § 35.160(c).
- 28. Ongoing Need for Communication Assessments and Consultation** .At the start of the intake process, and whenever UDOC personnel have reason to believe an inmate is deaf or hard of hearing, UDOC will consult with the inmate to assess what measures are required to ensure effective communication. The method by which this assessment is carried out will be described in the UDOC's Effective Communication Policy referenced in paragraph 39 of this Agreement. The UDOC will conduct an assessment of an individual's hearing, and, in addition to the initial communication assessment done at the

time the need for auxiliary aids and services is first identified, will reassess communication effectiveness every six (6) months, or more frequently as necessary, and will consult with the inmate on a continuing basis to assess what measures are required to ensure effective communication.

29. **Alerts** . Within six months of the effective date of this agreement, the UDOC will provide an effective visual or other notification system, so that inmates who have a hearing disability do not miss announcements, alarms, or other auditory information, including times for meals, recreation, education, work assignments, and other events. The UDOC may utilize inmate helpers to notify inmates who have a hearing disability of non-emergency announcements.
30. **Reasonable Modification of Handcuffing Policies** . The UDOC will ensure that when inmates who have hearing disabilities are cuffed or restrained, they are cuffed or restrained in a manner that permits effective communication (e.g., cuffing inmates in the front so they can sign; having one hand free in order to write) unless legitimate safety concerns dictate otherwise.
31. **Medical Emergencies** . If an inmate who has a hearing disability and requires a qualified interpreter for effective communication expresses or demonstrates a medical condition or need that cannot wait for the assistance of a qualified interpreter to facilitate communication, or the UDOC suspects that there is a medical need or condition requiring immediate treatment or other immediate response, the UDOC will not delay in providing whatever medical care, treatment, evaluation, or service would be provided to other persons under similar circumstance. In such event, the UDOC will use the most effective, readily available means of communicating with the inmate and will provide a qualified interpreter as quickly as possible, and the UDOC will require the interpreter service agencies with whom it contracts for VRI services to provide a qualified interpreter within two (2) hours.
32. **Inmate Handbook** . The UDOC will effectively communicate the contents of the Inmate Orientation Video and the Inmate Handbook and similar publications to all inmates who have a hearing disability, including those for whom written language is not an effective means of communication. The UDOC may choose to meet this obligation by

providing a video of a qualified interpreter signing the contents of the Inmate Orientation Video and/or Handbook, along with appropriate technology for viewing, or by providing a qualified interpreter who will read and interpret the contents of the Inmate Handbook to the inmate who has a hearing disability. While this Agreement is in effect, the UDOC will include in all future printings of its Inmate Handbook and all similar publications a statement to the following effect:

To ensure effective communication with inmates who have a hearing disability, the Utah Department of Corrections will provide appropriate auxiliary aids and services free of charge, which may include: qualified sign language interpreters and oral transliterators, TTYs, videophones, note-takers, computer-assisted real time transcription services, written materials, telephone handset amplifiers, assistive listening devices and systems, telephones compatible with hearing aids, closed caption decoders or TVs with built-in captioning, and open and closed captioning of Utah Department of Corrections' programs. Utah State law specifically allows the Utah Department of Corrections to charge a copayment for medical services and devices for inmates. However, an inmate may not be denied medical treatment or medical devices, such as hearing aids necessary for effective communication, on the grounds that the inmate is indigent.

33. **Privacy of Communications** .The UDOC will ensure that the privacy of telephone calls by inmates using a videophone, TTY, or a telephone with volume control is equal to that of other inmates' telephone calls.
34. **Television Programming** .Inmates who have a hearing disability will have equivalent access to available captioned television programming as other inmates in the same classification level have to television programming.
35. **Hearing Aids** . The UDOC will continue to provide hearing aid(s) to inmates who have a hearing disability and who have a medically demonstrated need for a hearing aid in order to effectively communicate while incarcerated. The UDOC may require an inmate to make a copayment for hearing aid(s), but an inmate may not be denied medical treatment or a device for hearing loss on the grounds that the inmate is indigent.

- 36. Hearing Aid and Cochlear Processor Batteries** .The UDOC will provide appropriate types of hearing aid and cochlear processor replacement batteries to inmates who have been prescribed hearing aid(s) or who have cochlear implants. Standard replacement batteries will be provided to inmates requesting them as soon as reasonably possible, but not later than 24 hours after an inmate health care request is submitted by the inmate, and no later than 48 hours on weekends and holidays. Nonstandard replacement batteries will be ordered as soon as reasonably possible, but not later than 24 hours after an inmate health care request is submitted by the inmate, and no later than 48 hours on weekends and holidays.
- 37. Repair of Hearing Aids and Other Such Personal Devices** .When an inmate's hearing aid, cochlear processor, or other such device is clearly broken, the UDOC will send the device to an appropriate repair company as soon as possible, but not later than twenty-four (24) hours (and up to forty-eight (48) hours on weekends and holidays) after an inmate health care request is submitted by the inmate. A temporary hearing aid will be provided to the inmate for use during the time that the original hearing aid is out for repairs. Upon the inmate's request, the UDOC will inform the inmate when the device was sent for repair and when it is expected to be returned by the repair company. Upon the inmate's request, the UDOC will provide the inmate with any written documentation provided to UDOC by the repair company regarding the vendor used, the date of the repair, and the specific repairs performed. If the inmate's hearing loss needs clinical reassessment to determine if the prescription for the hearing aid or other device needs to be adjusted before any repair or replacement is ordered, the UDOC will allow the inmate to retain the original device (if functional), and UDOC will schedule a medical appointment as soon as reasonably possible. As needed, the UDOC will take additional appropriate steps to ensure effective communication with the inmate during any period in which the inmate is without his or her hearing aid, cochlear processor, or other such device.
- 38. Identification** . The UDOC will inform all personnel having contact with an inmate who has a hearing disability of the person's disability and his or her preferred auxiliary aids and services to facilitate effective communication. An inmate's identity as someone

needing appropriate auxiliary aids and services for effective communication will not be treated as confidential medical information with respect to UDOC staff.

39. Effective Communication Policy. Within sixty (60) days after the effective date of this Agreement, the UDOC will submit to the United States for review and approval a draft Effective Communication policy, which may be in the form of an amendment to UDOC's existing ADA policy, that incorporates the requirements of this Agreement. The United States will review the draft policy and provide its comments to the UDOC. The UDOC will incorporate the United States' comments that are consistent with the requirements of this Agreement and submit the revised policy to the United States for review and approval within ten (10) days of receipt of the United States' comments. Within ten (10) days of the United States' approval, the UDOC will adopt and implement the effective communication policy.

40. Training.

- a. Beginning in January 2019, and at least once per calendar year throughout the term of this Agreement, the UDOC will provide live training to all personnel who have contact with inmates as to effective communication with inmates who have a hearing disability. The training will be sufficiently detailed to enable the UDOC to effectively implement all provisions of this Agreement and all additional policies and procedures developed pursuant to this Agreement, including the Effective Communication Policy, and shall also specifically address prohibitions against discrimination, coercion, intimidation, or retaliation with respect to persons who have complained or opposed any practice made unlawful by Title II or this Agreement, or who have made or participated in any complaint or investigation under Title II or this Agreement, or who may have requested, sought, or obtained the enforcement of any right, benefit, aid, or service under or required by Title II or this Agreement. The training will include instruction on interactions with inmates who have a hearing disability and on the effective communication measures required in this agreement.
- b. The UDOC will ensure that all new personnel who will have contact with inmates will receive the training as a component of pre-service training and orientation.

- c. The UDOC will maintain records of each training and include attendance, dates, and times of training, and provide this information in the semi-annual compliance reports required under paragraph 48. The UDOC shall ensure that all relevant current and future personnel understand and implement the terms of this Agreement.
 - d. UDOC will provide appropriate instruction regarding UDOC's Effective Communications Policy to contractors and volunteers who will have contact with hearing impaired inmates.
41. **ADA Coordinator.** The UDOC will designate a Statewide ADA coordinator to coordinate all of the UDOC's efforts to comply with and carry out its responsibilities under Title II and this Agreement. The UDOC will also designate a Facility ADA Coordinator at each UDOC correctional facility to coordinate its efforts to comply with and carry out its responsibilities under Title II and this Agreement. The UDOC shall provide the Statewide ADA Coordinator and each Facility ADA Coordinator with the commensurate authority, resources, and training to perform the tasks required by the Agreement, including coordinating requests for reasonable modifications and auxiliary aids and services from inmates with disabilities. 28 C.F.R. §35.107(a). Each Facility ADA Coordinator will have responsibility for reviewing and acting on requests for effective communication. The duties of the Facility ADA Coordinators will include the investigation of inmate ADA grievances or complaints communicated to the UDOC alleging its noncompliance with, or conduct prohibited by, Title II or this Agreement. The Statewide ADA Coordinator shall maintain records of inmate ADA complaints and their resolution and will maintain records of requests for auxiliary aids and services and the auxiliary aids and services provided with or without a specific inmate request.
42. **Grievance Procedures.** Within sixty (60) days after the effective date of this Agreement, the UDOC will submit to the United States for review and approval its draft ADA Grievance Procedure for resolving inmate ADA complaints. 28 C.F.R. § 35.107(b). The United States will review the draft ADA Grievance Procedure and provide comments to the UDOC. Within ten (10) days of receipt of the United States' comments, the UDOC will incorporate the United States' comments that are consistent with the

requirements of this Agreement and submit the revised ADA Grievance Procedure to the United States for review and approval. Within ten (10) days of the United States' approval, the UDOC will adopt and implement the approved ADA Grievance Procedure. The UDOC will distribute and publish grievance procedures to all wardens; post copies of the procedures in conspicuous locations at each facility; and include the procedures in the Inmate Handbook.

43. **Retaliation.** The UDOC agrees that it shall not retaliate against any person who filed or may file a complaint, provided information or assistance, or participated in any other manner in an investigation or proceeding relating to Title II or this Agreement.

V. IMPLEMENTATION AND ENFORCEMENT

44. **Implementation.** The UDOC shall implement all reforms necessary to effectuate the terms of this Agreement and shall revise any policy, procedure, or practice, as necessary, to effectuate the terms of this Agreement. It is a violation of this Agreement for the UDOC to fail to comply in a timely manner with any of the requirements of this Agreement. The Parties may agree in writing to extend any applicable deadlines specified in this Agreement. The United States will not unreasonably deny requested extensions, if made in advance of any deadline, and following the UDOC's due diligence to meet such a requirement.

45. **Term of Agreement.** The effective date of this Agreement is the date of the last signature below. This Agreement will remain in effect for twenty two months from the effective date.

46. **Posting Policies and Procedures.** Within fourteen (14) days of the United States' approval of the Effective Communication Policies and ADA Grievance Procedure, the UDOC shall send a notice to inmates announcing adoption and implementation of the Effective Communication Policies and the ADA Grievance Procedure and describing their requirements. The UDOC shall amend the Inmate Handbook and similar materials to describe the requirements of the Effective Communication Policies and the ADA Grievance Procedure.

47. **Monitoring and Reporting Requirements**

- a. Within six (6) months of the effective date of this Agreement, the UDOC will provide the United States with a written status report, including any supporting documentation, delineating all steps taken during the reporting period to comply with each substantive provision of this Agreement. Thereafter, for the duration of this Agreement, the UDOC will send a status report annually by email to counsel for the United States, Alyse Bass and Sandra Steinvooort, referencing UDOC, DJ # 204-77-80.
 - b. Each status report will include a summary of all training required by this Agreement that was conducted within that six month time-period, a copy of the training agendas, and the number of employees who attended each training.
 - c. The UDOC shall maintain any and all records to document its compliance with the requirements of this Agreement, including, but not limited to, records of all auxiliary aids or services or reasonable modifications requested by or provided to individuals with disabilities for the duration of this Agreement. Such records will include the date of the request; the nature of the request; the determination regarding the request; the date of the determination; and who participated in the decision-making.
 - d. The United States shall have reasonable access to the UDOC, its records, inmate records, and inmates, with advance written notice, in order to assess compliance with this Agreement. The United States shall have the right to conduct confidential interviews with inmates.
- 48. Notification of Noncompliance and Enforcement.** If the United States believes that this Agreement or any of its requirements has been violated, it will notify the UDOC in writing and attempt to resolve the issue or issues in good faith. If the United States and the UDOC are unable to reach a satisfactory resolution of the issue or issues raised within 30 days of the date it provides notice to the UDOC, the United States may commence a civil action in the U.S. District Court for the State of Utah to enforce the terms of this Agreement or the ADA.
- 49. Lack of Waiver.** A failure by the United States to enforce any provision or deadline of this Agreement will not be construed as a waiver of its right to enforce any provision or

deadline of the Agreement.

50. **Headings** .The paragraph headings in this Agreement are for convenience only and will not be deemed to affect in any way the language of the provisions to which they refer.
51. **Entire Agreement.** This Settlement Agreement constitutes the entire agreement between the Parties relating to settlement of Department of Justice Complaint Nos. 204-77-80.No other statement, promise, or agreement, either written or oral, made by any party or agents of any party that is not contained in this written Settlement Agreement, will be enforceable.
52. **Public Document.** A copy of this document may be made available to any person upon request.
53. **Parameters of Agreement.** This Agreement does not purport to remedy any other potential violations of the ADA or any other Federal law not specifically referenced herein.This Agreement does not affect the UDOC's continuing responsibility to comply with all aspects of the ADA.
54. **Successors, Assignees, Employees, and Agents.** This Agreement is binding on all successors, assignees, employees, agents (including contractors) and all those working for or on behalf of the UDOC.
55. **Signatories Bind Parties.** The person signing for the UDOC represents that he or she is authorized to bind the UDOC to this Agreement.
56. **Non-Admission of Liability.** The parties agree that this Agreement is not an admission of liability by the UDOC. This Agreement is a good faith attempt by the parties to compromise and to resolve any disputes as to what is and is not required under the ADA amicably without the need for protracted litigation.

AGREED AND CONSENTED TO:

For Utah Department of Corrections:

/s/ Mike Haddon

MIKE HADDON

Executive Director
Utah Department of Correction

1/22/19

Date

For the United States:

John W. Huber
United States Attorney

/s/ Sandra Steinvooort

SANDRA STEINVOORT
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ALYSE BASS
Senior Trial Attorney
Disability Rights Section
Civil Rights Division
United States Department of Justice
Washington, D.C.

1-28-19

Date