

**SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND
ELIZABETH F. ARTHUR, IN HER OFFICIAL CAPACITY
AS THE ARLINGTON COUNTY SHERIFF**

U.S. DEPARTMENT OF JUSTICE DJ # 204-79-325

BACKGROUND

1. The parties (“Parties”) to this Settlement Agreement (“Agreement”) are the United States of America (“United States”) and Elizabeth F. Arthur in her official capacity as the Arlington County Sheriff.

2. This matter was initiated by a complaint filed with the United States against the Arlington County Sheriff’s Office (“ACSO”), alleging violations of Title II of the Americans with Disabilities Act of 1990, as amended (the “ADA”), 42 U.S.C. §§ 12131-12134, and its implementing regulation, 28 C.F.R. Part 35, and seeking to recover compensatory damages for the alleged discrimination caused by the violations. Specifically, Complainant PJ (the “Complainant”), who is deaf, alleged that the ACSO personnel failed to take appropriate steps to ensure that communications with him were as effective as communications with others, and failed to provide auxiliary aids and services that were necessary to ensure effective communication with the Complainant while he was incarcerated in the Arlington County Detention Facility (“ACDF”) for 40 days. Further, the Complainant alleges that the ACSO failed

to furnish appropriate auxiliary aids and services that would have afforded him an equal opportunity to use telecommunication services that the ACSO permits other detainees without disabilities.

3. The ACSO has fully cooperated with United States' investigation of this matter. The ASCO without any delay responded to each and every request made by United States, including a personal meeting between Sheriff Arthur and representatives of the United States. The Parties have determined that the complaint filed with the United States can be resolved without litigation and have agreed to the terms of this Agreement

INVESTIGATION AND FINDINGS

4. The United States Attorney for the Eastern District of Virginia ("USAO") is authorized under 42 U.S.C. § 12131-34 and 28 C.F.R. Part 35, Subpart F, to investigate the allegations of the complaint in this matter to determine the ACSO's compliance with Title II of the ADA. The USAO has the authority to, where appropriate, negotiate and secure voluntary compliance agreements, to resolve investigations through informal resolution such as settlement agreements, and to bring civil actions enforcing Title II of the ADA should it fail to secure voluntary compliance. 28 C.F.R. § 35.172(c).
5. The Complainant is deaf and as such is an individual with a "disability" within the meaning of the ADA. 42 U.S. C. § 12102; 28 C.F.R. § 35.104. The Complainant communicates using

American Sign Language (“ASL”), and is unable to communicate by reading or writing in English, or reading lips.

6. The ADA applies to the ACSO because it is a “public entity” pursuant to Title II of the ADA, 42 U.S.C. § 12131. Title II of the ADA 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. Pursuant to Virginia law, the ACSO operates the ACDF. Va. Code § 53.1-116.2.
7. On the basis of its investigation, the USAO has determined that:
 - a. PJ was arrested late in the evening at Reagan Washington National Airport on February 2, 2014. Soon after his arrest, PJ was transferred to the Arlington County Detention Facility (“ACDF”), where he was detained until March 14, 2014.
 - b. The ACSO had an obligation to ensure effective communication with PJ while he was in its custody, and had an obligation to furnish appropriate auxiliary aids and services where necessary to ensure effective communication with PJ. 28 C.F.R. § 35.160.
 - c. ACSO failed to give primary consideration to PJ’s request for certain types of auxiliary aids and services as required by 28 C.F.R. § 35.160(b)(2). Instead, the ACSO provided a random assortment of ineffective “auxiliary aids.” The

ACSO failed to take appropriate steps required to comply with 28 C.F.R. § 35.160(b)(2), such as consulting with PJ regarding the type of auxiliary aids and services that he required for effective communication, conducting an informed evaluation of the types of auxiliary aids and services necessary to ensure effective communication with PJ, and giving primary consideration to PJ's request for specific auxiliary aids and services.

- d. Despite the ACSO's failure to undertake an informed inquiry into the type of auxiliary aids and services that would establish effective communication with PJ, PJ expressly requested an ASL interpreter on multiple occasions, including during the following:
 1. ACDF's initial housing assessment;
 2. ACDF's medical assessment;
 3. ACDF's classification assessment; and
 4. When meeting with ACDF's ADA Coordinator.
- e. During PJ's incarceration at the ACDF, he attempted to explain to multiple ACDF staff members that he could not read or write in English and could not read lips. Further, the physician who attempted to conduct a medical exam of PJ noted in his inmate medical records that PJ could not read lips effectively.

- f. During PJ's incarceration, the ACSO failed to provide effective communication for multiple complex communications with the Complainant, including:
1. Communications about the types of auxiliary aids or services that would ensure effective communication;
 2. Communications regarding PJ's eligibility for financial assistance for legal representation;
 3. An attempted arraignment of PJ that was held at the ACDF via video hookup;
 4. PJ's initial housing assessment;
 5. PJ's initial classification assessment;
 6. PJ's medical assessment, medical examination and other interactions with the medical staff, which would have enabled PJ to explain and receive treatment for his medical conditions;
 7. PJ's case management plan;
 8. ACSO's orientation of PJ to the ACDF;
 9. ACDF's Handbook provided to PJ in written English;
and
 10. Discussions on how PJ could make bond and be released from incarceration.

- g. The ACSO's failure to provide appropriate auxiliary aids and services to ensure effective communication with PJ for these complex interactions violates 42 U.S.C. § 12132; 28 C.F.R. §§ 35.152(b)(1) & 35.160.
- h. A nurse employed by Corizon, ACDF's medical contractor, noted in PJ's infirmary record that he refused to provide consent to medical treatment because there was no sign language interpreter. Notwithstanding the fact that PJ never reversed his refusal of consent for medical treatment, ACDF's medical contractor still performed medical procedures on PJ.
- i. The ACSO enlisted three of its staff members, who did not have the requisite skills to be qualified interpreters, to facilitate communication during interactions with PJ that required complex communication, including a medical examination, his initial housing assessment, and his classification review. Prior to enlisting these staff members to facilitate communication, the ACSO failed to have the staff members evaluated to determine whether they had the requisite ASL skills to perform as a sign language interpreter. As part of the investigation, the United States arranged to have the sign language interpreting abilities of the three ACSO staff members evaluated. These evaluations revealed that these individuals did not have the requisite skills to be "qualified interpreters" pursuant to 28 C.F.R. § 35.104 because they could not "interpret effectively,

accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.”

- j. Pursuant to Virginia state regulations, 6 VAC 15-40-660, 730 & 1270, and ACDF’s internal policies, the detention facility permits inmates to make telephone calls to, among others, counsel, family, and friends. An ACSO staff member erroneously informed the Arlington County Public Defender’s Office, which represented PJ in a criminal case, that PJ could not communicate using a telephone because he is deaf. The ACSO offered to furnish a TTY device, but because a TTY requires knowledge of written English, it was not an appropriate auxiliary aid for PJ and the Complainant attempted to explain that he could not use the TTY device. The ACSO’s failure to furnish an auxiliary aid or service that would have afforded PJ telecommunication services, such as a device that would have afforded video telephone calls, violates 42 U.S.C. § 12132; 28 C.F.R. §§ 35.160 & 35.161. Further, the ACSO’s failure to give primary consideration to PJ’s request for certain auxiliary aids that would provide effective communication for telecommunication violated 28 C.F.R. § 35.160(b)(2).

8. Our Investigation also revealed additional general areas of ADA non-compliance, including:

- a. The ACSO was unable to demonstrate that it had conducted an ADA self-evaluation, as required by 28 C.F.R. § 35.105.

- b. The ACSO failed to ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities, as required by 28 C.F.R. § 35.163.
- c. The ACSO is required to have an ADA Coordinator who is familiar with the requirements of the ADA and whose responsibilities include ensuring that individuals who are dealing with a large public entity are able to easily find a responsible person who is familiar with the requirements of the ADA and the ADA regulations and can communicate those requirements to other individuals in the agency who may be unaware of their responsibilities. 28 C.F.R. § 35.107; 28 C.F.R. Part 35, Appendix B. At the time of the events in PJ's complaint, the ACSO assigned the ADA Coordinator position to an employee who did not have the requisite knowledge to perform the responsibilities of this position. 28 C.F.R. Part 35, Appendix B. ACSO's ADA Coordinator was not knowledgeable of the requirements of the ADA, the statute's implementing regulations, or the relevant Department of Justice's Technical Assistance Materials.

DEFINITIONS

- 9. **“ACSO Personnel”** means all employees, both full and part-time, and contractors and employees of contractors with contracts to work for or with the ACSO, including, without limitation, uniform

officers of the Sheriff's Department, Inmate Service Counselors, nurses, physicians, social workers, administrative staff, therapists, and volunteers, who have or are likely to have direct contact with Inmates or Companions as defined herein.

10. “**Auxiliary aids and services**” includes qualified interpreters on-site or through video remote interpreting (VRI) services; notetakers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing. 28 C.F.R. § 35.104.
11. “**Companion**” means a family member, friend, legal representative, or associate of an individual seeking access to a service, program, or activity of a public entity, who, along with such individual, is an appropriate person with whom the public entity should communicate. 28 C.F.R. § 35.160(a)(2).
12. “**Disability**” is defined as it is in the ADA, 42 U.S.C. § 12102(2). *See also* 28 C.F.R. § 35.104. Specifically, a person is “deaf” or “hard of hearing” for the purposes of this Agreement if

she or he has a physical impairment that substantially limits the major life activity of hearing, with or without mitigating measures such as hearing aids or cochlear implants.

13. "**Effective communication**" means communication with persons with disabilities 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.
14. "**Inmate**" shall be broadly construed to include any individual who is being held or detained at the ACDF.
15. "**Inmate Records**" means the files and related records for an individual inmate, including both the paper and electronic records, and any infirmary records.
16. "**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. 28 C.F.R. § 35.104. Not all interpreters are qualified for all situations. For example, an interpreter who is qualified to interpret using American Sign Language (ASL) is not necessarily

qualified to interpret orally. Also, someone who has only a rudimentary familiarity with sign language or finger spelling is not a “qualified sign language interpreter.” 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 people signing and translate their signed or finger-spelled communication into spoken words is not a qualified sign language interpreter. 28 C.F.R. Part 35, App. A. To be a qualified interpreter, the interpreter must be able to interpret in the language the individual with a disability uses (e.g., American Sign Language or Signed English).

17. **“Video Remote Interpreting service”** or **“VRI”** will mean an interpreting service that uses video conference technology over dedicated lines or wireless technology offering high-speed, wide-bandwidth video connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication as provided in 28 C.F.R. § 35.160(d).

EQUITABLE RELIEF

18. **ADA Self-Evaluation.** The ACSO will complete an ADA self-evaluation within one year of the effective date of this agreement. 28 C.F.R. § 105. The ADA self-evaluation will include the elements discussed in the ADA Title II Technical Assistance Manual, at II-8.2000, which will be limited to policies and practices maintained by the ACSO. The ACSO will provide a copy

of the ADA self-evaluation to the United States once it is completed.

19. ADA Coordinators For Inmates

a. Designation

The ACSO has designated at least one employee with responsibility to coordinate the ACSO's efforts to comply with and carry out its responsibilities under the ADA with respect to inmates, whose title is the "ADA Coordinator for Inmates."

Further, the ACSO has designated at least one employee as an ADA Deputy Coordinator for Inmates ("ADA Deputy Coordinator"), who is available in case the ADA Coordinator is not available.

Duties and Responsibilities

1) The ADA Coordinator and ADA Deputy Coordinator for Inmates shall have the responsibility and authority to: ensure that procedures for the prompt and equitable resolution of ADA complaints by inmates and/or requests by inmates with disabilities for reasonable modifications or appropriate auxiliary aids or services or addressing physical access issues are in place, publicized, and implemented; process, investigate, and promptly act upon inmate complaints and/or requests for reasonable modifications or auxiliary aids or services; ensure that all ACDF staff who interact with inmates with disabilities are provided with adequate and appropriate information and training on ADA issues;

ensure that inmates with disabilities are housed in facilities that accommodate their disabilities and that all applicable ACDF facilities and programs are ADA compliant; compile and maintain such information concerning inmates with disabilities in the custody of ACDF as is necessary to carry out the duties and responsibilities of the position; develop and maintain an inventory of written materials and other resources concerning ADA compliance (including, without limitation, laws, regulations, reference materials, educational materials, DOJ publications, and contact information); and otherwise coordinate ACDF's efforts to comply with and carry out its responsibilities under the ADA with respect to inmates. The ADA Coordinator and ADA Deputy Coordinator for Inmates shall also serve as a resource for inmates, other ACDF employees, and for representatives of federal, state, and county government agencies who have questions regarding ACDF inmates with disabilities, ACDF's obligations with respect to inmates with disabilities, and ACDF procedures concerning ADA compliance.

2) The ACSO has received funding for an additional Full Time Equivalent ("FTE") position at the Lieutenant rank or above to handle the ADA Coordinator's responsibilities.

3) The ADA Coordinator for Inmates shall be generally available during normal business hours (9 a.m. to 5 p.m. on weekdays) to respond to inmate requests and complaints and answer questions from and provide advice and assistance to the ACDF personnel.

The ADA Deputy Coordinator shall be available when the ADA Coordinator is not available. If neither the ADA Coordinator or the Deputy ADA Coordinator are available, the Chief Deputy will appoint an interim ADA Coordinator of Captain or above until one of the Coordinators returns or one is newly appointed.

4) The ACSO has developed a job description for the position for the ADA Coordinator and ADA Deputy Coordinator for Inmates. The job description includes all duties, responsibilities, and qualifications set forth in this Agreement. The ACSO shall provide a copy of the job description to the United States Attorney's Office for its review and approval. Upon receipt of the United States' comments, the ACSO will address all of the United States' concerns, if any, and will resubmit a draft for final approval, if any changes are necessary. The adoption of the final job description will occur within 90 days of the ACSO's receipt of approval by the United States.

b. Qualifications

The ACSO has established qualifications for the positions of ADA Coordinator and ADA Deputy Coordinator for Inmates sufficient to ensure that the ADA Coordinator and ADA Deputy Coordinator for Inmates possess the educational background, experience, and skills necessary to carry out all of the duties and responsibilities of the position, and knowledge and experience dealing with the legal rights of persons with disabilities and the obligations of public

entities under federal and state disability laws. The ACSO shall not designate any person to serve as the ADA Coordinator or ADA Deputy Coordinator, or maintain any person in that position, who does not possess the requisite background, experience, and skills in carrying out the duties and responsibilities of the position.

c. Training For ADA Coordinators

1) Within 90 days of the effective date of this Agreement, the ACSO shall ensure that the ADA Coordinator and ADA Deputy Coordinator for Inmates have the training necessary to ensure that the ADA Coordinator and ADA Deputy Coordinator for Inmates are fully knowledgeable about the legal rights of inmates with disabilities and the legal obligations of the ACSO with respect to inmates with disabilities. Further, during the duration of this agreement, the ACSO shall ensure that the ADA Coordinator and ADA Deputy Coordinator attend at least 24 hours of training per year on ADA requirements and new developments.

2) Specifically, with regard to ACSO's obligation to ensure effective communication with qualified individuals with disabilities, the ADA Coordinator and ADA Deputy Coordinator for Inmates will be trained in the following areas:

- a. To promptly identify communication needs of inmates, visitors and other members of the public who

are deaf or hard of hearing and which auxiliary aids and services are necessary in different circumstances;

- b. To secure qualified interpreter services as quickly as possible when necessary;
- c. To work with ACDF staff members to comply with the effective communication provisions of the ADA and this Agreement;
- d. To use, when appropriate, flash cards and pictographs (in conjunction with any other available means of communication that will augment the effectiveness of the communication);
- e. How and when to use video remote interpreting services;
- f. Making and receiving telephone calls using auxiliary aids and services such as videophones, captioned phones, telephone handset amplifiers, TTYs and the relay service; and
- g. ACSO's grievance resolution procedure described in paragraph 54 of this agreement.

20. Information Concerning Inmates with Disabilities

The ACSO has modified existing directives, rules, policies, and procedures concerning the screening and classification of inmates upon entry into the custody of the ACSO:

- a. To ensure that, when a person with or claiming a disability is received into the custody of the ACSO, the ACSO Zone Supervisor shall contact the Shift Commander and the ADA Coordinator immediately. The ACSO Zone Supervisor shall inform the Shift Commander and the ADA Coordinator of the inmate's name, the nature of the inmate's disability, and any request for an auxiliary aid or service for communication, or related to physical accessibility or reasonable modifications of policies or procedures made by that inmate upon intake;
- b. To require ACSO intake staff to document the inmate's disability and any request made by the inmate for an auxiliary aid or service or related to physical accessibility or reasonable modifications of policies, practices or procedures in the inmate's record;
- c. To require the ADA Coordinator or the ADA Deputy Coordinator to meet with an inmate with a disability within the next business day of his/her arrival at the ACDF and at least weekly thereafter. Within 24 hours of the ACSO Zone Supervisor providing notification to the ADA Coordinator or ADA Deputy Coordinator of the inmate with a disability or the in-person meeting with the inmate, whichever is earlier,

the ADA Coordinator or ADA Deputy Coordinator shall ensure that the needs of the inmate with a disability are being met; and

- d. To require that the monthly Medical Audit Committee includes a discussion of ADA issues.

21. Dissemination of Contact Information

The ACSO shall make available to visitors, inmate advocates, inmate family members, and representatives upon request, the name, office address, and telephone number of the ADA Coordinator and ADA Deputy Coordinator for Inmates. Further, such information shall be available in an accessible manner on the front page of ACSO's web site in a location that is at least as conspicuous as the "Detention Center At-a-Glance" section of the current web site. 28 C.F.R. § 35.107. The identity of the ADA Coordinator and Deputy ADA Coordinator shall be on conspicuous posters of suitable size posted in locations in each facility where notices to inmates are normally posted, which are identified in Exhibit C. Moreover, the ACDF inmate handbook shall inform inmates that they can contact the ADA Coordinator and ADA Deputy Coordinator for Inmates through the housing unit deputy for each housing unit. *Id.*

Prohibitions on Discrimination

22. Nondiscrimination. With respect to all of its programs, services, and activities, the ACSO agrees not to engage in any act or practice, directly or through contracting, licensing, or other

arrangements, that has the purpose or effect of unlawfully discriminating against any person with a disability in violation of Title II of the ADA.

23. Coverage of Involuntary Participation. Throughout this Agreement, terms such as “enjoyment,” “benefit,” or “seek” that in other contexts might imply the voluntary and willing participation of a member of the public in ACSO programs, services, or activities, shall also refer to a member of the public’s involuntary participation in the Sheriff’s Department’s programs, services, and activities, such as arrest or detention. 28 C.F.R. § 35.152.

24. Retaliation and Coercion. The ACSO shall not retaliate against or coerce in any way any person who made, or is making, a complaint according to the provisions of this Agreement or exercised, or is exercising, his or her rights under this Agreement or the ADA. 28 C.F.R. § 35.134.

Effective Communication

25. Provision of Appropriate Auxiliary Aids and Services. The ACSO will ensure that appropriate auxiliary aids and services, including qualified interpreters, are made available to inmates, visitors, and other members of the public who interact with the ACSO, who are deaf or hard of hearing, where such aids and services are necessary to ensure effective communication, so that they may participate in or benefit from the ACSO’s services, programs, or activities on an equal basis with others. While this

Settlement Agreement focuses on the effective communication needs of individuals who are deaf or hard of hearing, the ACSO recognizes that it is required by the ADA to provide appropriate auxiliary aids and services to ensure effective communication with individuals with other disabilities, such as blindness.

26. Primary Consideration. In determining the type of auxiliary aid or service necessary to comply with the ADA, the ACSO agrees to give primary consideration to the expressed preference for a particular auxiliary aid or service by an individual who is deaf or hard of hearing. 28 C.F.R. § 35.160. “Primary consideration” will mean that personnel will inquire as to the choice of auxiliary aid or service of the individual with a disability and will honor the expressed choice unless the ACSO can demonstrate that another equally effective means of communication is available. Specifically, to determine whether someone who is deaf or hard of hearing wants a qualified sign language interpreter, in all non-emergency circumstances, personnel will use the American Sign Language pictogram for “sign language interpreter” available at Exhibit B to inquire as to the person’s preference.

27. Consultation Requirement. In order to provide primary consideration to the expressed preference of the individual with a disability regarding the type of auxiliary aids or services to provide, the ACSO will consult with the individual with a disability regarding the appropriate auxiliary aids or services, and the timing, duration, and frequency with which they will be provided. The ACSO personnel will provide a Communication

Assessment Form and take into account all relevant facts and circumstances, including, for example, the individual's communication skills and knowledge, and the nature and complexity of the communication at issue. A Model Communication Assessment Form is attached to this Agreement as Exhibit A, and the ACSO will develop a form similar to Exhibit A within thirty (30) days of the Effective Date of this Agreement to be used at the ACDF. The ACSO shall provide a copy of the Communication Assessment Form that it develops to the USAO for review and approval prior to ACSO's implementation of the Form. ACSO shall ensure that a completed Form is obtained from each individual inmate or companion who agrees to complete the Form. ACSO shall provide assistance in completing the Form at the Inmate's or Companion's request, including a sign language interpreter if the ACSO has any reason to believe that the inmate or companion does not understand the form. After being completed, the Form(s) shall be maintained in the inmate's record, whether kept in paper or electronic form. If at any point during an inmate's detention, a companion identifies himself or herself as deaf or hard of hearing, the ACSO shall promptly provide him/her with the Form, if it has not done so already.

28. Ongoing Need for Communication Assessments and

Consultation. In addition to the initial communication assessment done at the time the need for auxiliary aids and services is first identified, ACSO personnel will reassess communication effectiveness regularly throughout the period of incarceration and

will consult with the individual who is deaf or hard of hearing on a continuing basis to assess the measures required to ensure effective communication. *See* 28 C.F.R. Part 35, App. A. For inmates, such reassessment will take place on a monthly or more frequent basis.

29. Documentation of Refusal of Auxiliary Aids or Services. If an inmate who is deaf or hard of hearing indicates that he or she does not require any or all of the Auxiliary Aids and Services set forth in the Agreement, he or she will sign a Waiver of Auxiliary Aids and Services and that document will be kept in the inmate's file. The Waiver of Auxiliary Aids and Services will be the same as the form that the ACSO provided to the USAO on September 1, 2015. The ACSO will take steps to ensure that the Waiver of Auxiliary Aids and Services form is effectively communicated to inmates with disabilities, including providing auxiliary aids and services for discussion of the form. The ACSO understands that the lack of a completed Waiver of Auxiliary Aids and Service form is presumptive evidence that there was no refusal of services by the inmate. Notwithstanding an inmate's completion of a waiver form, the ACSO still has a continuing obligation to assess an inmate's communication needs on an ongoing basis as discussed in paragraph 28.

30. Qualified Interpreters for Detention Facility Programs. The following are examples of circumstances when it may be necessary to provide qualified interpreters to ensure effective communication with inmates or detainees who are deaf or hard of hearing:

- a. initial intake and classification processing (see below for specifics);
- b. medical care and health programs, such as medical, dental, visual, audiological, mental health examinations or treatment and drug and alcohol recovery services;
- c. educational classes and activities;
- d. any court hearing held at the facility, including those held via video hookup with the court;
- e. official hearings in which the inmate or detainee is a participant;
- f. criminal investigations that are conducted at the ACDF or that involve the ACSO;
- g. classification review interviews;
- h. grievance interviews or processes;
- i. religious services; and
- j. formal investigations that are conducted at the ACDF or that involve the ACSO.

The foregoing list of circumstances is not exhaustive; there may be other circumstances not identified here when it may be necessary to provide qualified interpreters for effective communication. Under

some circumstances other entities may have joint obligation to furnish a qualified interpreter.

31. **Booking and Intake.**

- a. **Qualified Interpreters.** As soon as ACSO personnel learn that a person who is deaf or hard of hearing will arrive at the detention facility, whether pursuant to an arrest or a transfer from another jurisdiction or facility, personnel will inquire through all available means (including the use of Exhibit A) as to whether the person will need a qualified interpreter for effective communication. If so, a qualified interpreter will be provided to facilitate booking, intake, classification, orientation, and other such processes.
- b. **Video and Transcript.** Within 180 days of the effective date of this Agreement, the ACSO will produce a Jail Orientation Video and written transcript designed to inform arrestees who are deaf or hard of hearing about the booking process. The Jail Orientation Video will feature a qualified sign language interpreter communicating what the arrestee or detainee should expect, through the fingerprinting, and other preliminary processes. The written transcript will communicate the same information in writing, for persons who are deaf or hard of hearing who do not use sign language, but can read English.

- c. **Other Booking and Intake Processes.** If a person who is deaf or hard of hearing has requested a qualified interpreter or responded to the mandatory inquiry that he or she wants a sign language interpreter, any booking process that relies on communication must be delayed until a qualified interpreter is present or VRI service is available. Such processes include, but are not limited to, medical screenings, taking criminal and personal histories, and obtaining or transmitting information for classification and housing assignments. If a person who is deaf or hard of hearing expresses an urgent medical need that cannot wait for a qualified interpreter, or personnel suspect there is an urgent medical need, personnel should not delay providing whatever medical care or service would be provided to an inmate without disabilities under the similar circumstances and should use the most effective available means of communicating with the person who is deaf or hard of hearing.
- d. **Completion of Booking.** Once a qualified interpreter has arrived or VRI service is available, the booking process may be completed. The interpreter should accompany the inmate to the housing unit, if inmates generally receive information about their housing unit rules, expected standards of conduct, or other topics upon arrival.
- e. **Inmate Handbook.** At the earliest reasonable time, the ACSO will effectively communicate the contents of the Inmate Handbook and similar publications to all inmates

who are deaf or hard of hearing, including those for whom written English is not an effective means of communication. The ACSO may choose to meet this obligation by providing a video of a qualified interpreter signing the contents of the Inmate 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 person who is deaf or hard of hearing. At the request of an inmate who is deaf or hard of hearing, the ACSO will provide that inmate with the opportunity to meet with an ACSO staff member and a qualified interpreter to ask any questions regarding the Inmate Handbook and any other written materials that have been provided to inmates.

- f. **Notice in Inmate Handbook.** The ACSO will revise its Inmate Handbook and all similar publications, including orientation materials, to include a statement to the following effect:

To ensure effective communication with inmates and their visitors or companions who are deaf or hard of hearing, we provide appropriate auxiliary aids and services free of charge, such as: qualified sign language interpreters and oral transliterators, videophones, TTY's, notetakers, 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 ACDF programs.

Please ask an Arlington County Detention Facility staff member for assistance.

32. Provision of Interpreters in a Timely Manner

- a. **Non-scheduled Interpreter Requests:** A “non-scheduled interpreter request” means a request for an interpreter made by an inmate, visitor, companion, or other member of the public, who is deaf or hard of hearing with less than two (2) hours advanced notice. For non-scheduled interpreter requests, the interpreter shall be provided no more than (a) two (2) hours from the time of the request for an interpreter if the service is provided through a contract interpreting service or a staff interpreter who is located off-site or (b) 30 minutes from the request for an interpreter if the service is provided through a Video Remote Interpreting service. Deviations from this response time will be addressed with the interpreting service provider, and performance goals will be reviewed with the United States. If no interpreter can be located, ACSO Personnel will take the following additional steps:
 - i. ACSO Personnel will exert reasonable efforts (which shall be deemed to require no fewer than five (5) telephone inquiries and/or emails and/or text

messages unless exceptional circumstances intervene) to contact any qualified interpreters or interpreting agencies already known to the ACSO and request their services;

- ii. Inform the ADA Coordinator and/or ADA Deputy Coordinator of the efforts made to locate an interpreter and solicit assistance in locating an interpreter;
- iii. Inform the inmate, visitor, or the member of the public of the efforts taken to secure a qualified interpreter and that the efforts have failed, and follow up on reasonable suggestions for alternate sources of qualified interpreters; and
- iv. Document all of the above efforts.

b. **Scheduled Interpreter Requests.** A “scheduled interpreter request” is a request for an interpreter made two (2) or more hours before the services of the interpreter are required. For scheduled interpreter requests, the ACSO will make a qualified interpreter available at the time of the scheduled appointment. If an interpreter fails to arrive for the scheduled appointment, upon notice that the interpreter failed to arrive, the ACSO will immediately use reasonable efforts (as defined in paragraph 32(a)(i)) to call an interpreter service for another qualified interpreter.

- c. **Data Collection on Interpreter Response Time and Feedback.** The ACSO will monitor the performance of each qualified interpreter it uses to provide communication to inmates, visitors, companions, and members of the public, who are deaf or hard of hearing by monitoring their response time and seeking feedback from the individual who requires the services of the interpreter. As part of the Auxiliary Aid and Service Log, the ACSO shall collect and document information regarding response times and feedback for each request for an interpreter.

33. Use of Interpreting Service Agency(ies). Within thirty (30) days of the effective date of this Agreement, the ACSO agrees:

- a. To contract with one or more qualified oral/sign language interpreter agencies to ensure that interpreting services will be available on a priority basis, twenty-four hours per day, seven days a week;
- b. To confirm that the interpreter services selected have screened their interpreters for quality, skill and reliability. ACSO will review and update this list annually;
- c. To provide the United States with documentation that such interpreter services are being made available; and
- d. To record all requests it receives for oral/sign language interpreters and any action taken or denial of services. That record shall be provided to the United States for review of

compliance with this Agreement upon request by the United States and in compliance reports as required in paragraph 55 below entitled “Compliance Reports.”

34. Method for Obtaining Interpreters. The ACSO will establish internal procedures for ordering interpreting services that is consistent with the interpreter or interpreter agencies’ procedures. At a minimum, all of the ACSO’s requests for interpreters, including the time and date, will be confirmed in writing at the time of the request. Further, the ACSO will consider an order for interpreting services to be complete only after receiving written confirmation from the interpreting service that an interpreter will be provided at the time and date requested. The ACSO will file a copy of all written correspondence with interpreting services in the inmate’s record. Additionally, for the duration of this Agreement, the ACSO will file a copy of its written correspondence with interpreters and interpreting agencies in the Auxiliary Aid and Service Log discussed in paragraph 53.

35. Use of Other Members of the Public to Facilitate Communication.

- a. The ACSO shall not require an individual who is deaf or hard of hearing to bring another member of the public to interpret for him or her. 28 C.F.R. § 35.160(c)(1).

- b. The ACSO will not rely on an adult accompanying an individual who is deaf or hard of hearing to interpret or facilitate communication except:
- c. In an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available, or
- d. Where the individual who is deaf or hard of hearing specifically requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances. *See* 28 C.F.R. § 35.160(c)(2).
- e. The ACSO shall not rely on a minor child to interpret or facilitate communication, except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available. 28 C.F.R. § 35.160(c)(1).
- f. The imminent threat exception in this paragraph and its subparts is not intended to apply to the typical and foreseeable emergency situations that are a part of the normal operations of the Sheriff's Department's programs, services, and activities. Personnel may rely on an accompanying individual to interpret or facilitate communication under this paragraph only in truly emergency circumstances, *i.e.*, where any delay in providing

immediate services to the individual could have life-altering or life-ending consequences. *See* 28 C.F.R. Part 35, App. A. Once the emergency has lifted, personnel should revisit the decision of what auxiliary aids and services are appropriate and give primary consideration to those preferences.

36. Prohibition on The Use of Employees or Inmates as Sign

Language Interpreters or Oral Transliterators. The ACSO will not use its personnel as sign language interpreters unless the employee's sign language interpreting skills have been evaluated and the ACSO can document that the individual is a "qualified interpreter" pursuant to 28 C.F.R. § 35.104. Further, the ACSO will not use its employees as sign language interpreters or oral transliterators if the employee or volunteer's presence poses a conflict of interest or raises confidentiality and privacy concerns. The ACSO shall not use inmates as interpreters or assistants to those with disabilities. On occasion, an inmate may possess the skill level necessary to provide interpreting services; however, the impartiality concerns remain, and inmate interpreters or transliterators shall not be used due to confidentiality, privacy, and security reasons.

37. Other Means of Communication. The ACSO agrees that between the time an interpreter is requested and the interpreter is provided, ACSO Personnel will continue to try to communicate with the inmate, visitor, companions, or member of the public who is deaf or hard of hearing for such purposes and to the same extent as they would have communicated with the person but for the disability,

using all available methods of communication, including using sign language pictographs. This provision in no way lessens the ACSO's obligation to provide qualified interpreters in a timely manner as required by paragraph 32.

38. Video Remote Interpreting (VRI). VRI can provide immediate, effective access to interpreting services in a variety of situations including emergencies and unplanned incidents. When using VRI services, ACSO shall ensure that it provides: (1) Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; (2) A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position; (3) A clear, audible transmission of voices; and (4) Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI. 28 C.F.R. § 35.160(d). VRI shall not be used when it is not effective due, for example, to an individual's limited ability to move his or her head, hands or arms; vision or cognitive issues; significant pain; or due to space limitations in a room. If, based on the circumstances, VRI is not providing effective communication after it has been provided or is not available due to circumstances outside of the ACSO's control, VRI shall not be used as a substitute for an on-site interpreter. Further, if the VRI

device is not functioning properly and the ACSO is unable to get the VRI device to function properly within 30 minutes of when it started to malfunction, it will call an on-site interpreter pursuant to paragraph 34.

39. Reasonable Modification of Handcuffing Policies. When personnel deem it necessary to handcuff a person who is deaf or hard of hearing, personnel will, safety permitting, reasonably modify standard operating procedure and handcuff people who are deaf or hard of hearing so their hands remain in front of them to facilitate communication using sign language or writing.

40. Signs. Within thirty (30) days of the effective date of this Agreement, at the ACDF's booking area, in the medical unit, and in each housing unit, the ACSO will post conspicuous signs. *See* 28 C.F.R. § 35.163. Such signs will advise persons who are deaf or hard of hearing of the availability of appropriate auxiliary aids and services, including qualified interpreters, as follows:

To ensure effective communication with individuals who are deaf or hard of hearing, the Arlington County Sheriff's Office will provide auxiliary aids, such as qualified sign language, oral, or tactile interpreters; videophones; TTYs; and volume controlled telephones, free of charge.

Please ask for assistance by contacting the ACSO's ADA Coordinator, [name and full contact information].

The posted signs will include the International Symbol for Hearing Loss, the International Symbol for TTYs, and a symbol to indicate the availability of sign language interpreters:

41. Videophones, Captioned Telephones, TTYs, Hearing-Aid Compatible Telephones, and Volume Control

Telephones. Within sixty (60) days of the effective date of this Agreement, the ACSO agrees to provide, if it has not already done so, at least three devices capable of video telephone calls (including video relay calls), three TTYs, three captioned telephones, three hearing aid compatible telephones, and three volume control telephones for use by inmates and members of the public at the ACDF.

- a. Where telephones are available to inmates or members of the public, devices that enable video telephone calls including video relay calls, captioned telephones, TTYs, hearing aid compatible telephones, and volume control telephones will be made available upon request. 28 C.F.R. § 35.161. Signage will be displayed at all telephone areas indicating the availability of the device for video telephone calls, TTY, the hearing aid compatible telephone, and the volume control telephone and the procedure for obtaining them.
- b. The ACSO shall permit non-deaf inmates access to a device capable of video of video telephone calls, captioned telephone, or TTY, as needed to communicate with deaf and

hard of hearing individuals outside the ACDF on the same terms that non-deaf individuals outside of the ACDF.

- c. Where inmate telephone calls are time-limited, the ACSO will provide inmates who are deaf or hard of hearing who use TTYs, captioned telephones, or a telecommunications relay system (including the Video Relay Service) three times the normal length of time to make those calls, due to the slower nature of TTY and relayed communications compared with direct voice communications.
- d. If a device capable of video telephone calls including video relay calls, captioned telephone calls, TTY, hearing aid compatible telephone, or volume control telephone is not available in the same location as telephones used by arrestees or detainees who are not deaf or hard of hearing, arrestees or detainees who need to use a device capable of video telephone calls including video relay calls, captioned telephone, TTY, hearing aid compatible telephone, or volume control telephone will be allocated reasonable additional time to get to and from the location of the equipment.
- e. The ACSO shall maintain all Auxiliary Aids for inmates and the public, who are deaf or hard of hearing, in working condition at all times. The ACSO shall attempt to resolve complaints about any malfunctioning equipment within a

reasonable time of receiving that complaint, but no later than 24 hours of receiving the complaint.

- f. The ACSO shall ensure that sufficient staff members, including the ADA Coordinator and ADA Deputy Coordinator for Inmates, and at least two staff members per shift, are adequately trained in the operation of the technology used as auxiliary aids for telecommunication.
- g. The ACSO shall not impose a surcharge on inmates for using a telecommunications relay service.

42. Privacy of Communications. The ACSO will ensure that the privacy of telephone calls by arrestees or detainees using a device capable of video telephone calls, TTY, hearing aid compatible telephones, or volume control telephones is equal to that of other arrestees' or detainees' telephone calls.

43. Television Programming. Inmates and detainees who are deaf or hard of hearing will have access to captioned television programming that is equivalent to the access to television programming available to inmates and detainees without disabilities in the same classification level.

44. Visual Alert Notifications.

- a. Inmates who are deaf or hard of hearing and incarcerated at ACDF should not miss announcements, alarms, or any other auditory information from ACDF staff to the general inmate population solely because of their disability.

- b. The ACSO shall provide an effective visual notification system that will notify inmates who are deaf or hard of hearing, of ACDF wide events and events specific to inmates who are deaf.
- c. The ACSO will provide inmates who are deaf or hard of hearing, with an effective visual notification system which will advise them of an emergency evacuation or other emergency. ACSO personnel shall be responsible for the evacuation of inmates who are deaf, during an emergency.
- d. The ACSO shall not rely solely on a “buddy” system, such as a system of using inmates or designated personnel, to communicate emergency information, announcements, alarms, or other auditory information to deaf and hard of hearing inmates.

45. Hearing Aid and Cochlear Processor Batteries. Whenever inmates or detainees who use hearing aids, cochlear implants, or other such personal devices, are housed in the detention facility, the ACSO will purchase appropriate types of hearing aid and cochlear process batteries when necessary. Replacement batteries for these devices will be provided to those requesting them as soon as possible, but no later than 24 hours after such request. To the extent the ACSO normally charges inmates and detainees for normal health maintenance items such as toothpaste, the ACSO may impose reasonable fees for batteries required under this paragraph. For inmates with cochlear implants or hearing aids that require

rechargeable batteries, ACSO must permit the inmate to access both rechargeable batteries and a device on which to recharge them. Because of the proprietary nature of such batteries and chargers, ACSO must permit such inmates to maintain possession of any batteries found on their person at the time they enter ACDF and to allow inmates to receive extra batteries or chargers from others. ACSO may maintain control of chargers and unused batteries, but must permit the inmate to have indirect access to chargers and extra batteries as needed to maintain functionality of the inmate's hearing aid or cochlear implant.

46. Repair of Hearing Aids and Other Such Personal Devices. The ACSO will send inmate and detainee hearing aids, cochlear processors, and other such devices to appropriate repair companies as soon as possible, but no later than the next day for which mail is picked up at the ACDF, following a request for the repair of such a personal device. The ACSO shall inform the inmate or detainee when the device was sent for repair and when it is expected to be returned by the repair company. The inmate or detainee will be provided with written documentation of all such repairs, including detailed information regarding the vendor used, the date of the repair, and the specific repairs performed. Should an inmate or detainee be unable to read this written documentation, then the ACSO will use appropriate auxiliary aids and services to convey the information in this documentation.

47. Identification. The ACSO will take appropriate steps to ensure that all personnel having contact with an inmate or detainee who is

deaf or hard of hearing are made aware of the person's disability, and the person's preferred auxiliary aids and services, so that effective communication with the person will be achieved. A person's identity as someone needing appropriate auxiliary aids and services for effective communication will not be treated as confidential medical information for ACSO personnel.

48. Prohibition of Surcharges. All appropriate auxiliary aids and services required by this Agreement will be provided free of charge to the Inmate, visitor companion, or member of the public who is deaf or hard of hearing.

49. Effective Communication Policies and Procedures. Within sixty (60) days of the effective date of this Agreement, the ACSO will submit for review and approval to the United States its policies and procedures to implement fully the Settlement Agreement. Upon receipt of the United States' comments, the ACSO will address all of the United States' concerns, if any, and will resubmit a draft for final approval, if any changes were needed. The adoption of the final policies and procedures will occur within 30 days of the ACSO's receipt of approval by the United States.

50. Training.

- a. The ACSO has hired an independent agency or group to conduct the trainings described in this Agreement. The syllabus and training materials will be provided to the United States.

- b. Within 90 days of the effective date of this Agreement, and at least once annually throughout the term of this Agreement, the ACSO will ensure that all personnel, including contractors and employees of contractors, who have contact with inmates, companion, visitors to the ACDF and other members of the public, will receive training as to effective communication with persons who are deaf or hard of hearing. The training will be sufficiently detailed to enable personnel to effectively implement all provisions of this Agreement, including the relevant Exhibits, all policies and procedures developed pursuant to this Agreement, and all effective communication requirements under the ADA.
- c. The ACSO will ensure that all new personnel who will have contact with inmates, visitors to the ACDF and other members of the public will receive ADA training as a component of pre-service training and orientation.

51. Training Attendance Sheets. The ACSO will maintain in electronic form for the duration of this Agreement, confirmation of training conducted pursuant to paragraphs 19 and 50 of this Agreement, which will include the names, signature, and respective job titles of the attendees, as well as the date and time of the training session.

52. Report of Training. Within sixty (60) days of the effective date of this Agreement, the ACSO will provide the United States with a copy of all training materials used to train its staff, training

attendance sheets required in Paragraph 51, above, and photographs of the notices posted in its offices pursuant to this Agreement.

53. Auxiliary Aid and Service Log. The ACSO will maintain a log in which requests for qualified interpreters on site or through video remote services will be documented. The log will indicate the time and date the request was made, the name of the Inmate, companion, visitor or other member of the public who is deaf or hard of hearing, the nature of the auxiliary aid or service provided, and the time and date the appropriate auxiliary aid or service was provided. If no auxiliary aid or service was provided, the log shall contain a statement why the auxiliary aid and service was not provided. The log should include the identity of the ACSO personnel who conducted the assessment and made the determination. Such logs will be maintained by the ADA Coordinator for the entire duration of the Agreement, and will be incorporated into the Compliance Reports as described in paragraph 55 of this Agreement.

54. Disability Rights Grievance Procedures. Within 60 days of the effective date of this agreement, the ACSO shall submit to the United States for its review and approval a grievance procedure providing for the prompt and equitable resolution by the ADA Coordinator for Inmates of requests by inmates with disabilities for auxiliary aids and services, reasonable modifications of policies, practices or procedures, or complaints by inmates alleging any action that would be prohibited by the ADA. The ACSO will adopt and publish these grievance procedures once approved by the

United States. Such procedures shall provide for a written decision and, if appropriate, corrective action, on any complete complaint or complete request within no more than five business days after the date of its submission. If the ADA Coordinator for Inmates receives a complaint or request that is not complete, the ADA Coordinator for Inmates shall notify the inmate within one business days that the complaint or request is incomplete and identify the additional information that is needed to complete the complaint or request. Copies of all grievances related to ADA issues will be maintained by the ADA Coordinator for the entire duration of the Agreement, and will be incorporated into the semi-annual Compliance Reports as described in paragraph 55 of this Agreement. The ADA grievance procedures required to be implemented under this paragraph shall be printed in the Inmate Handbook that is provided to all inmates upon admission to the ACDF. 28 C.F.R. § 35.107(b).

55. Compliance Reports. Beginning six months after the Effective Date of this Agreement and every twelve months thereafter for the entire duration of the Agreement, the ACSO will provide a written report (“Compliance Report”) to the United States regarding the status of its compliance with this Agreement. The Compliance Report will include a narrative report of the actions taken by the ADA Coordinator and the ADA Deputy Coordinator for Inmates during the preceding year and any plans for action concerning ADA compliance in the coming year. The report shall include as an exhibit copies of all inmate complaints or requests for auxiliary

aids and services, or reasonable modifications of policies, practices or procedures, or requests related to physical access issues received by the ADA Coordinator and ADA Deputy Coordinator for Inmates and all documents reflecting any actions taken or decisions rendered by the ADA Coordinator for Inmates in response to such complaints or requests during the reporting period. The report will also include the Auxiliary Aid and Service Log described in paragraph 53. The ACSO will maintain records to document the information contained in the Compliance Reports and will make them available, upon request, to the United States. The United States may review compliance with this Agreement at any time.

56. Complaints. During the term of this Agreement, the ACSO will notify the U.S. Attorney's Office if any person files a lawsuit or complaint, with a state or federal agency, alleging that the ACSO failed to comply with the ADA. Such notification must be provided in writing via certified mail within 30 days of the date the ACSO received notice of the allegation and will include, at a minimum, the nature of the allegation, the name of the person making the allegation, and any non-privileged documentation possessed by the ACSO relevant to the allegation. The ACSO will reference this provision of the Agreement in the notification to the U.S. Attorney's Office.

Enforcement and Miscellaneous

57. This Agreement will be in effect for three (3) years from the Effective Date.

58. Monetary Relief. Within thirty (30) days after receiving the complainant's signed release, the Virginia Department of Treasury, Division of Risk Management on behalf of the ACSO will issue a check in the amount of \$250,000.00 made out to PJ (using his actual name). The check is compensation to the Complainant for the effects of the alleged discrimination suffered as described in paragraph 7 above. The checks shall be mailed to:

Financial Litigation Unit
United States Attorney's Office for
Eastern District of Virginia
101 W. Main Street #8000
Norfolk, VA 23510

A copy of the checks shall be sent to:

Steven Gordon
Assistant United States Attorney
2100 Jamieson Avenue
Alexandria, VA 22314

59. In consideration of the terms of this Agreement as set forth above, the United States agrees to refrain from undertaking further investigation or from filing a civil suit under Title II of the ADA related to PJ's allegations in paragraph 2, except as provided in paragraph 60. Nothing contained in this Agreement is intended or shall be construed as a waiver by the United States of any right to institute proceedings against the ACSO for violations of any

statutes, regulations, or rules administered by the United States or to prevent or limit the right of the United States to obtain relief under the ADA.

60. The United States may review compliance with this Agreement at any time and can enforce this Agreement if the United States believes that it or any requirement thereof has been violated by instituting a civil action in the U.S. District Court. If the United States believes that this Agreement or any portion of it has been violated, it will raise its claim(s) in writing with the ACSO, and the parties will attempt to resolve the concern(s) in good faith. The United States will allow the ACSO thirty (30) days from the date it notifies the ACSO of any breach of this Agreement to cure said breach, prior to instituting any court action to enforce the ADA or the terms of the Agreement.

61. This Agreement and the attachments hereto constitute the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written agreement, shall be enforceable. This Agreement is limited to the facts set forth herein and does not purport to remedy any other potential violations of the ADA, such as violations relating to inmates other than PJ, or any other federal law.

62. This Agreement is final and binding on the parties, including all principals, agents, executors, administrators, representatives, successors in interest, beneficiaries, assigns, heirs, and legal

representatives thereof. The ACSO has a duty to so inform any such successor in interest of this Agreement.

63. Failure by the United States to seek enforcement of this Agreement pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to other instances or provisions.
64. The effective date of this Agreement is the date of the last signature below.
65. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. Electronically transmitted signatures shall constitute acceptable, binding signatures for purposes of this Agreement.
66. If any term of this 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 United States and the ACSO 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.

FOR THE UNITED STATES:

Lauren A. Wetzler
Attorney for the United States

Acting Under Authority Conferred by
28 U.S.C. § 515

By:

/s/ Steven Gordon

STEVEN GORDON

Assistant United States Attorney

United States Attorney's Office

Eastern District of Virginia

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Telephone: 703-299-3817

steve.gordon@usdoj.gov

DATED: 11/17/16

For the Arlington County Sheriff

By: /s/ Beth Arthur

Elizabeth F. Arthur

Arlington County Sheriff

DATED: 11/16/16