

SETTLEMENT AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA

AND

THE WOOD COUNTY SHERIFF'S DEPARTMENT,

BOWLING GREEN, OHIO

Department of Justice Complaint No. 204-57-100

A. This matter was initiated by a complaint filed under the Americans with Disabilities Act (ADA), title II, 42 U.S.C. §§ 12131-12134, with the United States Department of Justice against the Wood County Sheriff's Department, regarding compliance with the ADA at the Wood County Justice Center ("the Jail"). The complainant, who is deaf, alleged (1) that the Sheriff's Department failed to provide qualified interpreters necessary to ensure effective communication with him during his arrest, booking, and at the Jail; (2) that the Sheriff's Department did not take appropriate steps necessary to notify him of "head count" calls, and had no system in place to notify him of any emergency such as a building fire; (3) that the Sheriff's Department failed to provide telecommunications devices for the deaf (TDDs) and closed captioned television decoders to ensure him effective access to telephones and televisions; (4) that the Sheriff's Department failed to provide appropriate auxiliary aids and to make reasonable modifications to practices, policies, and procedures, required to ensure effective communication between his visitors and him at the Jail; and (5) that the Sheriff's Department failed to provide a qualified interpreter for bible study and church.

B. The Department of Justice is authorized under 28 C.F.R. Part 35, Subpart F, to investigate the allegations of the complaint in this matter to determine the compliance of the Sheriff's Department with title II of the ADA and its implementing regulations; to issue findings; and where appropriate, to negotiate and secure voluntary compliance agreements. The Attorney General is authorized under 42 U.S.C. § 12133 to bring a civil action enforcing title II of the ADA should the Department of Justice fail to secure voluntary compliance pursuant to Subpart F.

C. The parties to this Agreement are the United States of America and the Sheriff's Department. In consideration of the terms of this Agreement as set forth below, the Attorney General agrees to refrain from further investigation or from filing civil suit in this matter.

Wood Co. ADA Investigation



JC-OH-003-001

D. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement, will be enforceable under its provisions. This Agreement is limited to the facts set forth in paragraph A, above, and it does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect the Jail and the Sheriff's Department's continuing responsibility to comply with all aspects of title II of the ADA.

E. This Agreement is a public document. A copy of this Agreement and/or any information contained within it may be made available to any person. The Sheriff's Department and the Jail will provide a copy of this Agreement to any person on request.

The parties hereby agree as follows:

**1. Coverage of the ADA**

The ADA applies to the Sheriff's Department, including the Jail, because it is a public entity as defined in the regulations implementing title II of the ADA. 28 C.F.R. § 35.104.

**2. Nondiscrimination**

The Sheriff's Department agrees that no inmate or other member of the public shall, on the basis of disability, be excluded from participation in or be denied the benefits of jail services, programs, or activities, and that it will make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the modifications would fundamentally alter the nature of the service, program, or activity. The responsibility to avoid discrimination applies not only to services, programs, and activities conducted by the Sheriff's Department either directly or by contract, license, or other arrangement, but also to services, programs, and activities conducted by another person or organization with the significant assistance of the Sheriff's Department.

**3. Effective Communication**

a. *In general.* The Sheriff's Department will ensure that communications with inmates with disabilities are as effective as communications with others. To this end, and also pursuant to its obligation to provide inmates with disabilities an equal opportunity to participate in, and enjoy the benefits of its services, programs, and activities, the Sheriff's Department will furnish appropriate auxiliary aids and services, as defined in 28 C.F.R. § 35.104. Primary consideration will be given to the choice of auxiliary aid or service requested by the inmate,

meaning that the Sheriff's Department will honor the inmate's choice unless it can demonstrate that another effective means of communication exists, or that providing the requested aid or service would fundamentally alter the nature of the relevant service, program, or activity, or would result in an undue financial or administrative burden.

b. *Notification of events and emergencies.* In order to ensure that inmates who are deaf or hard of hearing receive notice of headcounts, recreation, meals, emergencies, and other events or programs, Sheriff's Department staff will individually notify each such inmate of each such event, using an effective form of communication. Notification will occur whether the inmate is housed in special needs or general population housing.

#### 4. **Qualified Interpreters**

Pursuant to ¶¶ 2 and 3 of this Agreement, the Sheriff's Department agrees to provide qualified interpreters where needed for effective communication or to avoid discrimination. In particular, the Sheriff's Department agrees to provide a qualified interpreter where necessary or requested during arrest, booking and orientation of inmates, disciplinary hearings, grievance procedures (whether or not related to the ADA or this Agreement), medical/psychological assessment and treatment (except where impossible during a medical emergency), and for Jail programs such as Alcoholics Anonymous and other rehabilitative or educational programming. If it is impossible to obtain an interpreter in a timely manner for booking (because, for example, a detainee is booked in the middle of the night), the Booking Officer will do his or her best to communicate effectively using written material, and an interpreter will be secured for the following day, to ensure effective communication.

The Sheriff's Department agrees that its responsibility to provide a qualified interpreter where necessary or requested applies both to its own services, programs, and activities conducted directly or by contract, license, or other arrangement and also to services, programs, and activities conducted by another person or organization with the significant assistance of the Sheriff's Department.

To facilitate provision of qualified interpreters where necessary, the Sheriff's Department will establish contracts, or some other means, to ensure that a qualified interpreter is available when required, without delay.

#### 5. **Housing**

a. *In general.* The Sheriff's Department agrees to administer services, programs, and activities in the most integrated setting appropriate to the needs of individuals with disabilities. In particular, it agrees to house inmates with

disabilities in regular inmate housing areas, not areas designated for inmates with "special needs," if regular housing is otherwise appropriate and requires no more than reasonable modification to housing conditions.

b. *Housing of deaf and hard of hearing inmates.* The Sheriff's Department agrees to retrofit cell blocks in both the jail's regular inmate housing area and its "special needs" block in order to make the blocks suitable for housing deaf or hard of hearing inmates, by replacing its current fire horns with horn/strobes compliant with §§ 4.82.2 and .3 of 28 C.F.R. § 36 part 1191, in the dayrooms of two housing areas.

#### **6. Telecommunication Devices for the Deaf (TDDs) and Telephone Handset Amplifiers**

a. *Notice.* The Sheriff's Department has in its possession one TDD unit. It will obtain at least one more unit, along with at least one telephone handset amplifier. The Sheriff's Department will inform all inmates who have hearing disabilities of the availability of these units for phone calls. The Sheriff's Department will inform all inmates, whether or not they have a hearing disability, of the availability of the units for non-contact visits (if the inmate or his or her visitor is deaf or hard of hearing). In addition, the Sheriff's Department will post permanent signs near each set of payphones in the Jail, near the phones used by arrested individuals, and in the visiting area in a place readable by both inmates and visitors, indicating the ready availability and location of a TDD or telephone handset amplifier.

b. *Use.* The Sheriff's Department agrees to make TDDs and telephone handset amplifiers available to detainees, inmates, and visitors, so that telephone communication is as readily available to individuals who are deaf or hard of hearing as to others without hearing impairments.

The Sheriff's Department has ensured that inmates have access to the Ohio Telephone Relay Service telephone numbers as free calls for local purposes, and has posted these numbers near all Jail pay telephones, with notice that they are free numbers.

#### **7. Televisions**

All of the televisions in the Jail are equipped with closed captioned television decoders. The Sheriff's Department agrees to maintain close captioning and to enable any decoder at the request of an inmate who is deaf or hard of hearing.

#### **8. Termination of Contract with Non-Complying Entities**

The Sheriff's Department will ensure by contract or other arrangements that all services, programs, or activities provided

or operated by contractors are in compliance with the Americans with Disabilities Act. Contracts with those entities that fail or refuse to comply with the ADA will be terminated.

#### 9. Retaliation

The Sheriff's Department agrees not to retaliate in any way against any person who makes a complaint of unlawful discrimination or who requests an auxiliary aid or policy modification under the ADA.

#### 10. Dissemination of Non-Discrimination Policy

The Sheriff's Department will provide information on title II's requirements to inmates; the notice will explain the applicability of title II to the Sheriff's Department's services, programs, or activities. Methods of dissemination will include publication of information in inmate handbooks, and the prominent display of informative posters. A sample of acceptable notice is attached as an Appendix to this Agreement, although the Sheriff's Department may alter it as necessary to suit the circumstances.

#### 11. Implementation

a. *Timing.* This Agreement will become effective on the date of the last signature below, and will be implemented immediately, except that the Sheriff's Department will have two months to implement ¶ 5.b of this Agreement.


b. *Coordination.* The Sheriff's Department agrees to designate an ADA coordinator who will ensure that it complies with the ADA, receive and resolve any ADA complaints, requests, or questions, and oversee compliance with this Agreement. Requests by inmates or any member of the public for auxiliary aids or services or policy modifications may be made to any Sheriff's Department staff member, or to the ADA coordinator directly. The ADA coordinator will be responsible for overseeing in-service training relating to the ADA and this Agreement for every employee.

c. *Grievance procedures.* Whenever the ADA coordinator resolves a request for an auxiliary aid or service, or a modification to policy, whether favorably or unfavorably, the person with a disability who made the request will be informed, in writing, of the resolution and the right to file a grievance with the Sheriff regarding that resolution, if it is not satisfactory to the requesting individual. If the requesting individual files a grievance with the Sheriff, the Sheriff will promptly contact the individual in person (with an interpreter, if necessary for effective communication) or by telephone (with a TDD, if necessary for effective communication) and attempt to resolve the grievance within one week.

12. Monitoring

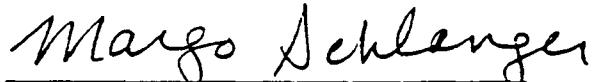
The Sheriff's Department will send the Department of Justice any changed policies necessitated by this Agreement, and will inform Department of Justice lawyers every two months of progress made toward compliance with each provision in the Agreement. Any grievance made by any inmate relating to this Agreement will be forwarded to the Department of Justice upon receipt of the grievance, and the Department of Justice will have the right to visit the Jail, request and review documents, and speak with staff and inmates, in order to monitor compliance with this Agreement. In the event it finds noncompliance with this Agreement, the Department of Justice may bring suit for any existing violations of title II of the ADA.

For the Wood County, Ohio  
Sheriff's Department:

  
Sheriff John Kohl  
One Courthouse Square  
Bowling Green, OH 43402  
(419) 354-9137

Dated: June 6, 1997

For the United States of America:

  
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Dated: June 5, 1997