

RESOLUTION AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE
PROGRAMS

AND

THE LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS

Department of Justice, Office of Justice Programs, Office for Civil Rights Complaint Number
02-OCR-0253

1. This matter was initiated by a complaint filed with The Department of Justice (DOJ or “the Department”), Office of Justice Programs (OJP), Office for Civil Rights (OCR) by an inmate at the Louisiana Department of Public Safety and Corrections (LDPSC), Louisiana State Penitentiary (LSP). The inmate was later transferred to Washington Correctional Institute (WCI) after OCR informed LDPSC of the complaint pertaining to LSP. The complaint alleged that LDPSC violated the terms of prior Settlement agreement entered in 1994 between OJP and LDPSC as well as on-going violations of Title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794 because of its failure to provide deaf or hearing impaired inmates with interpreters for medical appointments, educational classes, disciplinary hearings and other important interactions with correctional staff. The complainant also alleged that he was transferred from LSP to WCI in retaliation for filing his complaint with OCR. In addition, deaf or hearing impaired inmates at other LDPSC facilities had filed complaints with DOJ’s Civil Rights Division alleging that they were not provided interpreters during important interactions with correctional staff. These complaints, which were transferred to OCR to investigate, also alleged that some LDPSC facilities did not have visual alarms for alerting deaf or hearing impaired inmates to fires and other emergencies; LDPSC failed to provide batteries for hearing aids for extended periods of time; and at one facility, LDPSC failed to provide appropriate amplification devices for telephones. The LDPSC disputes that it has discriminated against the complainants and other deaf or hearing impaired inmates. The parties however agree on the need for the development and implementation of a comprehensive policy to ensure that there is effective communication between deaf or hearing impaired inmates and LDPSC staff. The parties

enter into this Resolution Agreement which sets forth the voluntary measures that LDPSC is taking to ensure compliance with the ADA and Section 504, to avoid the burdens and risks of further investigation of these complaints and grievances.

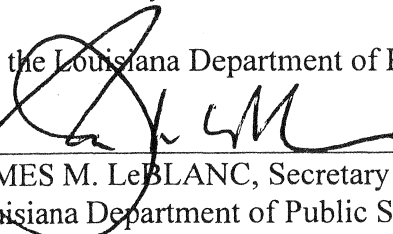
2. The Department of Justice, OJP, is authorized under 28 C.F. R. Part 35 Subpart F, and 28 C.F.R. Part 42 Subpart G to investigate the allegations of the complaint in this matter, to determine LDPSC's compliance with title II of the ADA, Section 504 and DOJ's implementing regulations, issue findings, and where appropriate, 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 should the DOJ fail to secure voluntary compliance pursuant to subpart F. Additionally, because LDPSC is a recipient of Federal Financial assistance, OJP, and its bureaus and components are authorized to suspend or terminate funding or pursue other remedies as authorized by law pursuant to 28 C.F.R. § 42.530(a)-(b) should OJP fail to secure voluntary compliance.
3. The Parties to this Resolution Agreement ("Agreement") are OJP and LDPSC.
4. By signing this Agreement, LDPSC does not admit that its current services, policies and practices are in violation in any respect with the ADA or its implementing regulation or Section 504 or its implementing regulation.
5. The ADA and Section 504 applies to LDPSC because it is a public entity as defined in Title II of the ADA, and it receives Federal financial assistance from OJP. 42 U.S.C. §12131, 28 C.F.R. § 35.104; and 29 U.S.C. § 794, 28 C.F.R. § 42.502.
6. The Agreement governs LDPSC's development and implementation of policy and procedures to ensure that deaf and hearing impaired persons will not be denied an equal opportunity to participate in, or benefit from, the services, programs, or activities of LDPSC because of their disability or because they require auxiliary aids and services. Unless otherwise indicated, within forty-five (45) days after the effective date of this Resolution Agreement, LDPSC agrees to fully implement each of the practices and policies contained in this Resolution Agreement and in Attachments A, B and C.
7. Within 20 days of the effective date of this Agreement, LDPSC shall instruct all personnel responsible for conducting programs, activities and services to comply with the provisions of this Agreement, and shall distribute a written copy of the policy and procedures to each employee.
8. This Agreement is a public document. A copy of this document or any information contained in it or the Attachments may be made available to any person, (including inmates), by OJP or the LDPSC on request.
9. OJP may review compliance with this Agreement at any time, and if OJP determines that

this Agreement or any portion of it has been violated, DOJ may institute civil action seeking specific performance of the provisions of this Agreement in an appropriate Federal Court. Alternatively, OJP may pursue such remedies as may be available under 28 C.F.R. §42.530.

10. Failure by OJP to enforce this entire Agreement or any provision thereof with regard to any deadline or any other provision therein shall not be construed as a waiver of the Department's right to enforce other deadlines and provisions of this Agreement.
11. The person signing this document for LDPSC represents that he or she is authorized to bind LDPSC to this Agreement.
12. The terms of this Agreement may be changed by mutual agreement in writing by LDPSC and OJP.
13. 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. This Agreement is limited to the facts set forth in the first paragraph, and it does not purport to remedy any other potential violations of the ADA, Section 504 or any other Federal law. This Agreement does not affect the LDPSC's continuing responsibility to comply with all aspects of Title II of the ADA and Section 504.
14. Three (3), nine (9), fifteen (15), twenty-four (24), and thirty-six (36) months following the effective date of this Agreement, LDPSC shall provide a written report to OJP regarding its efforts to comply with this Agreement. Each report shall be comprised of information regarding each LDPSC facility as entered into copies of the Resolution Agreement Compliance Form. *See Attachment C*. Each LDPSC facility shall maintain appropriate records to document the information contained in the report, including:
 - a. the first date of the commitment to the custody of LDPSC of an inmate who is deaf or hearing impaired;
 - b. the types of auxiliary aids and services requested by inmates who are deaf or hearing impaired; visitors, or LDPSC staff, and the dates of all such requests;
 - c. all language(s) used by inmates receiving LDPSC programs or services who are deaf or hearing impaired (e.g. American Sign Language, Signed English, etc);
 - d. the types of auxiliary aids and services provided to inmates who are deaf or hearing impaired, and the dates all such aids and services were provided, including the name and agency of the qualified sign language or oral interpreter, if applicable;

- e. dates and locations of movements of inmates who are deaf or hearing impaired within LDPSC facilities, or between LDPSC facilities, a court facility, a medical facility, or home;
 - f. names of persons in attendance at any ADA training provided to LDPSC staff, the content of the training, and the dates of such training;
 - g. the release date of any inmate who is deaf or hearing impaired from LDPSC's custody;
 - h. the dates volume controlled and hearing aid-compatible public pay telephones were ordered or installed, including the location of each phone;
 - i. the dates visual alarms were ordered or installed and the exact location of each alarm;
 - j. the dates closed-captioning decoders were ordered or installed and the exact location of each device or television with such capability.
15. This Agreement shall terminate three (3) years from its effective date, or until the parties agree that full compliance with this Agreement by LDPSC has been achieved, whichever is earlier.
16. The effective date of this Agreement is the date of the last signature below.
17. Any provision in this Agreement held to be invalid or unenforceable by its terms, or as applied to any circumstance, shall be construed so as to give it the maximum effect permitted by law, unless such holding shall be one of utter invalidity or unenforceability, in which event such provision shall be deemed severable from this Agreement and shall not affect the remainder thereof or the application of such provision to other persons not similarly situated or to other dissimilar circumstances.

For the Louisiana Department of Public Safety and Corrections

By: 
JAMES M. LeBLANC, Secretary
Louisiana Department of Public Safety and Corrections
504 Mayflower Street
Baton Rouge, Louisiana 70802

Date: 9/10/08

For the Office of Justice Programs

By: Michael L. Alston

MICHAEL L. ALSTON, Director

Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice

810 7th Street, N.W.

Washington, DC, 20531

Date: 9/12/2008

By: Rafael A. Madan

RAFAEL A. MADAN, General Counsel

Office of Justice Programs, U.S. Department of Justice

810 7th Street, N.W.

Washington, D.C. 20531

Date: 12 Sept. 2008

ATTACHMENT A

EFFECTIVE COMMUNICATION WITH INMATES AND VISITORS WHO ARE DEAF OR HEARING IMPAIRED IN LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS PROGRAMS, ACTIVITIES AND SERVICES

- I. **PURPOSE:** The purpose of this policy is to establish procedures to provide auxiliary aids and services whenever necessary to ensure effective communication with qualified individuals with disabilities.

- II. **DEFINITIONS:**
 - A. "Department" or "LDPSC" refers to the Louisiana Department of Public Safety and Corrections.

 - B. "Effective Communication" means communication with person with disabilities that are as effective as communications with others. Effective communication is achieved by furnishing appropriate auxiliary aids and services where necessary to afford qualified individuals with disabilities an equal opportunity to participate in or benefit from the services, programs, or activities of a public entity.

 - C. "TTYs" or "TDDs" shall mean devices that are used with a telephone or computer that has TTY capability to communicate with persons who are deaf or hearing impaired by typing and reading communications.

 - D. "Auxiliary Aids and services" shall include qualified sign language or oral interpreters, notetakers, transcription services, written materials, telephone handset amplifiers, assistive listening devices, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs), videotext displays, or other effective methods of making aurally delivered materials available to individuals with hearing impairments. 28 C.F.R. § 35.104; 28 C.F.R. § 39.103

 - E. "Department Personnel" means all employees, volunteers, and independent contractors who work at an LDPSC facility, including, without limitation, nurses, physicians, social workers, therapists, admitting personnel, security staff, probation officers, and any other administrative personnel, who have or are likely to have direct contact with persons sentenced to LDPSC facilities.

 - F. "Disability" shall be defined as it is in the ADA, 42 U.S.C. § 12102(2).

 - G. "Qualified Interpreter" means an interpreter who is able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary. An employee who signs "pretty well" or has only a

rudimentary familiarity with sign language or finger spelling is not a qualified sign language interpreter under this policy. Likewise, someone who is fluent in sign language but who does not possess the ability to process spoken communication into the proper signs or to observe someone else signing and change their signed or finger spelled communication into spoken words is not a qualified sign language interpreter. 28 C.F.R. § 35.104. A Department employee should not be allowed to interpret if his or her presence poses a conflict of interest or raises confidentiality and privacy concerns. On occasion, an inmate may possess the skill level necessary to provide interpreting services; however, the impartiality concerns remain, and in many--if not most--situations, inmate interpreters should not be used due to confidentiality, privacy, and security reasons.

H. "ADA" Coordinator" means an employee appointed at each facility to address ADA and Section 504 compliance matters. The ADA coordinator shall possess the educational background, experience and skills necessary to carry out all of the duties and responsibilities of the position, and have knowledge and experience in dealing with the legal rights of persons with disabilities and the obligations of public entities under Federal and State disability laws. The ADA coordinator shall report directly to the Director of Operations and the Warden at each facility.

III. **APPLICABILITY:** This policy applies to all services, programs, and activities provided or operated by the LDPSC, or by a vendor contracting with LDPSC.

IV. **POLICY:** It is the policy of the LDPSC to ensure that it will take appropriate steps to ensure that communication with persons sentenced to LDPSC facilities, visitors, and members of the public with disabilities are as effective as communication with others. The Department will furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity conducted by the Department where the auxiliary aid or service does not constitute an undue administrative and financial burden or fundamentally alter the program, service or activity.

V. **PROCEDURES:**

A. **Establishment of Auxiliary Aids and Services ("AAS") Program:** The Department shall design and institute a program to provide auxiliary aids and services; scheduling, announcing and promoting all training required by this Policy; and drafting, providing, and maintaining, all reports required by this Policy.

B. **Designation of an Official or Office Responsible for the Program:** The ADA Coordinator will be responsible for the AAS program and shall maintain all necessary information about access to and the operation of the AAS program. The ADA Coordinator shall maintain all necessary information about access to and the operation of the AAS program. The ADA Coordinator shall maintain a

combination voice/TTY telephone line or dedicated TTY telephone line, and shall publicize the purpose and telephone number broadly within the Department and to the public. The ADA Coordinator shall provide appropriate assistance regarding immediate access to, and proper use of, the appropriate auxiliary aids and services available under the program. The ADA Coordinator shall know where the appropriate auxiliary aids are stored, how to obtain services, and how to operate them, and shall be responsible for their maintenance, repair, replacement, and distribution. The ADA Coordinator shall maintain a recording system for inquiries regarding the provision of auxiliary aids and services and responses.

C. Provision of Appropriate Auxiliary Aids and Services:

1. Auxiliary aids and services. The Department shall provide to inmates and visitors who are deaf or hearing impaired, an appropriate auxiliary aid or service that may be necessary for effective communication as soon as practicable after determining that the aid or service is necessary.
2. Determination of auxiliary aid or service. The determination of which appropriate auxiliary aids and services are necessary, and the timing, duration and frequency with which they will be provided, shall be made by the Department personnel who are otherwise primarily responsible for coordinating and/or providing inmate services, in consultation with the person with a disability. When an auxiliary aid or service is required to ensure effective communication, the Department shall provide an opportunity for an individual with a disability to request the auxiliary aid or service of his or her choice (in the Request for Auxiliary Aids and Services form (**Attachment B**)), and shall give primary consideration to the choice expressed by the individual. The Department shall honor the expressed choice, unless it can show that another equally effective means of communication is available, or that use of the means chosen would result in a fundamental alteration in the nature of its service, program, or activity or in undue financial and administrative burdens.
3. Initial communication assessment. As part of the intake process, properly trained LDPSC staff shall ensure that inmates detained in an LDPSC facility or committed to the custody of LDPSC are assessed to determine what, if any, auxiliary aids or services are necessary for the inmate who is deaf or hearing impaired to benefit from LDPSC's programs and services on an equal basis with hearing inmates. This assessment will occur as soon as possible after an inmate is committed to the custody of LDPSC, and no later than forty eight (48) hours after such commitment. In addition:
 - (1) LDPSC shall ensure that a Request for Auxiliary Aids and Services form, (**Attachment B**), is given to inmates during the initial intake process and that the inmate is asked to complete this form. Inmates are free to reject or to fail to request auxiliary aids and services, although a failure to request auxiliary aids and services on

the Request for Auxiliary Aids and Services form does not relieve LDPSC of its obligations under this paragraph to ensure that inmates are assessed and to inform the inmate of the availability of appropriate auxiliary aids and services. Refusal or failure by inmate to complete or return the request form (**Attachment B**) shall not constitute a violation of the ADA, section 504, or this Resolution Agreement by LDPSC.

4. Ongoing communication assessment. The Department shall conduct a minimum of a yearly assessment of each inmate with hearing or speech disability regarding the provision of appropriate auxiliary aids and services. If an intervening problem or adjustment is required, the inmate merely needs to request a medical call-out. Departmental personnel shall keep appropriate records that reflect the ongoing assessments, such as notations in inmates' records.

D. Policies and Security Concerns. Nothing in this policy shall require that an electronic device or piece of equipment used as an appropriate auxiliary aid be used when or where its use may be inconsistent with departmental policies or pose security concerns. For instance, closed captioned televisions are provided consistently for inmates with hearing disabilities with the same duration and frequency as televisions are provided to the other inmates classified in the same status within the department. No inmate is provided a television if his/her status would not otherwise permit him/her access to one.

E. Complaint Resolution. The Department shall maintain an effective complaint resolution mechanism regarding the provision of auxiliary aids and services and shall maintain records of all complaints filed and actions taken with respect thereto. All complaints will be handled through the ADA Coordinator. The Warden or Assistant Warden in charge of Operations of each facility housing deaf or medically assessed hearing impaired inmates shall conduct a meaningful review semiannually on the success and efficacy of the AAS Program by reviewing a sample of requests for Auxiliary Aids and Services and any complaints filed about the AAS Program and or the administration of Auxiliary Aids and Services.

F. Individual Notice in Absence of Request. If an inmate or a visitor who is deaf or hearing impaired does not request appropriate auxiliary aids or services but Department personnel have reason to believe that the person would benefit from appropriate auxiliary aids or services for effective communication, the Department shall inform the person directly that appropriate auxiliary aids and services are available free of charge.

VI. QUALIFIED INTERPRETERS

- A. Provision of Qualified Interpreters. The Department shall provide qualified sign language or oral interpreters when necessary for effective communication with, or effective

participation in Department programs and activities by inmates and visitors who are deaf or hearing impaired. LDPSC shall offer qualified sign language interpreters to individuals who are deaf or hearing impaired and whose primary means of communication is sign language, and qualified oral interpreters to individuals who rely primarily on lip reading, as necessary for effective communication. The following are examples of circumstances when it may be necessary to provide interpreters:

- * initial intake and classification processing;
- * regularly scheduled health care appointments and programs (such as medical, dental, visual, mental health, and drug and alcohol recovery services);
- * emergent health care where having an interpreter would not present an undue burden (e.g. interpreter can arrive at the scene quickly);
- * treatment and other formal programming;
- * educational classes and activities;
- * parole board hearings;
- * rules infraction board hearings;
- * criminal investigations (to the extent controlled by the Department);
- * classification review interviews;
- * grievance interviews;
- * religious services; and
- * formal investigations conducted by Department personnel.

The foregoing list of circumstances is neither exhaustive nor mandatory, and shall not imply that there are not other circumstances when it may be appropriate to provide interpreters for effective communication.

- B. Contracts for the Provision of Interpreting Services. The Department shall establish contracts with qualified individual interpreters or with qualified interpretive agencies for each LDPSC facility, or the Department shall provide other effective means to ensure that qualified interpreters or oral interpreters are notified that their services are needed, as soon as practicable, and that services are provided through the contract interpreters or through video interpreting services within three (3) hours of an unscheduled request, and timely for scheduled requests. When using video interpreting services, LDPSC shall ensure that: a) the service delivers high quality, clear, delay-free full-motion video and

audio over a dedicated high speed internet connection; b) the service provides a clear and sharply delineated picture of the interpreter's and the inmate's heads, arms, hands, and fingers; and c) voices being transmitted are clear and easily understood. In addition, LDPSC shall ensure that when LDPSC elects to use video interpreting service, LDPSC will only do so when LDPSC can utilize staff that have been trained and are able to operate and connect the system quickly and efficiently. In addition, each LDPSC facility shall memorialize the procedures required by this paragraph in writing and publicize them to all relevant personnel who are responsible for intake and otherwise meeting the needs of an inmate. Additionally, as a back-up measure, the Department will maintain and keep updated, a list of all qualified sign language and oral interpreters (and their contact information), residing or working within a 50 mile radius of any LDPSC facility housing deaf or medically assessed hearing impaired inmates.

- C. Other Means of Communication During Non-scheduled Circumstances. Between the time a qualified interpreter is requested and when a qualified interpreter arrives, Department personnel shall continue to try to communicate with the inmate or visitor who is deaf or hearing impaired for such purposes and to the same extent as they would have communicated with the person but for the hearing impairment, using all available methods of communication. However, in an emergency, seeking the services of an interpreter shall not mean that medical treatment will be delayed until the qualified interpreter arrives. In addition, upon arrival of the qualified interpreter, personnel shall review and confirm with the inmate all information received prior to the arrival, without benefit of the qualified interpreter. This provision in no way lessens the Department's obligation to provide qualified interpreters in a timely manner as required by this Policy.
- D. Staff Interpreters. The Department may, but shall have no obligation to, hire or otherwise contract with qualified interpreters for a staff position. Staff interpreters must be qualified as set forth in ¶. II.G. Inmates and visitors who are provided with staff interpreters must have the same level of coverage (for both duration and frequency) as the Department is otherwise obligated to provide under this Policy. The Department may assign other duties as appropriate to staff interpreters.
- E. Prohibition of Surcharges: All appropriate auxiliary aids and services required by this Agreement shall be provided to inmates receiving LDPSC services free of charge.

VII. HEARING AIDS AND BATTERIES

- A. Replacement Batteries. The Department shall purchase and keep appropriate types of hearing aid batteries in stock in the medical supply room during the length of time an inmate(s) who wears a hearing aid is in the custody of the Department. The Department shall provide replacement hearing aid batteries to inmates requesting them as soon as possible within the standard business day or the first full business day after the request has been received, if the request is made on a weekend or holiday, or at night after business hours.
- B. Hearing Aid Repairs. The Department shall send inmate hearing aids to a hearing aid

repair company as soon as possible but no later than 24 hours (excluding weekends and holidays) following a request by an inmate for repair of his or her hearing aid. The Department shall inform the inmate as soon as possible when his or her hearing aid was sent for repair by the Department and when it is expected to be returned by the repair company. The Department shall maintain written documentation of all hearing aid repairs, including detailed information regarding the vendor used, and the date of the repair, and the specific repairs performed that will be available for review by OJP if necessary.

VIII. TELEPHONES

A. TTYs. The Department shall adopt and implement written policies and procedures to provide telecommunication devices for the deaf (“TTYs”) for inmates who are deaf or hearing impaired in a manner that ensures effective access to telephone services. These policies and procedures shall also provide that inmates who are hearing have access to TTY’s to communicate with family members or friends who are deaf or hearing impaired. Wherever TTYs are provided, the Department shall post signage in compliance with the Standards set forth in Section 4.30.7(3) and Fig. 43(c) of the Standards for Accessible Design, 28 C.F.R. Part 36, App.A.

1. TTYs in visiting areas. The Department shall make at least one TTY device available in each of the visiting areas for inmate/visitor calls. The Department can either permanently install the required TTYs or make available a sufficient number of portable TTYs. Wherever portable TTYs are made available as an alternative to installed TTYs, and wherever there is a bank of three or more pay telephones, the Department shall provide a shelf and an electrical outlet. Wherever pay telephones are available but TTYs are not permanently installed, the Department shall post permanent signs to indicate the location of the nearest portable or permanently installed TTYs.

2. TTYs in housing units and other areas. The Department shall promptly provide TTY units to all deaf and hearing impaired inmates residing in housing units to the extent that pay telephones are available to other inmates. In those situations where the Department provides portable TTYs, the housing staff shall promptly provide the units upon the inmate’s request, absent emergency circumstances such as facility lock-down. The Department shall also make a TTY unit(s) available whenever a pay telephone is made available to inmates in other areas than housing units.

3. TTY 800 numbers. The Department shall take the steps necessary to provide inmates and visitors with toll-free access to “800” numbers for telephone relay services or TTY operators, and post these numbers near all pay telephones, with notice that they are toll-free numbers. The telephone call to the TTY operator will be provided free of charge but any charged incurred to the receiving party will be handled as a standard inmate telephone call and as proscribed by Departmental regulations. Thus, the inmate or the receiving party will be responsible for any long distance charges accrued.

4. Time limits on TTY calls. In light of the fact that telephone calls placed via a TTY unit take three to five times longer than telephone calls placed using standard voice

telephone equipment, the Department shall not impose on TTY calls a time limit of less than four times the time allowed for voice telephone calls.

B. Volume Control and Hearing Aid-compatible Telephones. The Department shall ensure that at least one, and no less than twenty-five (25) percent of all of its pay telephones are equipped with volume control mechanisms and are hearing aid-compatible in the *main prison* (or general population and visiting areas) of the Louisiana State Penitentiary (LSP) and the Louisiana Correctional Institute for Women (LCIW). Consistent with those percentages, it will ensure that all of the phones *in the housing units* of the LSP and the LCIW are equipped with volume control mechanisms and are hearing aid-compatible, and that at least one or no less than 25 percent of its pay telephones at *all other prisons' visiting areas* are equipped with volume control mechanisms and are hearing aid-compatible. The Department shall ensure that volume control and hearing aid-compatible phones are dispersed among all pay telephones throughout the Department. The Department shall ensure that appropriate universal signs are displayed at each volume control and hearing aid-compatible telephone in accord with Section 4.30.7(20) of the Standards for Accessible Design, 28 C.F.R. Part 36, App.A.

IX. VISUAL AND TACTILE ALARMS

A. The Department shall provide visual and tactile alarms which comply with the Standards as set forth in Section 4.28 and 9.3 of the Standards for Accessible Design, 28 C.F.R. Part 36, App. A.

1. Visiting Facilities. Where there are audible emergency alarms in visiting areas, the Department shall add visual alarms. To the extent that the present capabilities of an existing audible alarm system are not sufficient to handle an electrical load that would allow a retrofit to include visual alarms without extensive re-wiring, such visual alarms shall be added within two (2) years of the effective date of this Policy.
2. Correctional Facilities. The Department shall place visual emergency alarms in rooms where inmates who are deaf or hearing impaired may reside alone or work alone to ensure that they will be alerted when an emergency alarm is activated. To be effective, such devices must be located and oriented so that they will spread signals and reflections throughout a space or raise the overall light level sharply. Note: Activation by a building alarm system can be accomplished either by a separate circuit activating an auditory alarm which would, in turn, trigger the visual alarm or by a signal transmitting through an ordinary 110-volt outlet.
3. Housing Units. Where the Department has audible alarms in housing units, it shall add visual signal devices whenever necessary to alert inmates who are deaf or hearing impaired to announcements (e.g., roll call) and have a system by which

LDPSC employees are designated responsible for awakening or evacuating any deaf or hearing impaired inmate in the case of emergent situations. Note: To be effective, visual alarms more than seven times brighter (110 candela v. 15 candela, at the same distance) are required to awaken sleepers in a normal daytime illuminated room.

X. TELEVISIONS

The Department shall provide and maintain closed captioned television decoders (or built-in decoder televisions) in television rooms to enable inmates who are deaf or hearing impaired to enjoy the same opportunity for television viewing as that afforded to other inmates.

XI. NOTICE

A. Signs. The Department shall post and maintain signs of conspicuous size and print at all facilities, and wherever other posters or flyers are required by law to be posted. Such signs shall be to the following effect:

Sign language and oral interpreters, TTYs, and other Auxiliary Aids and Services are available free of charge to people who are deaf or hearing impaired. For assistance, please contact any department personnel or the ADA Coordinator at _____ (voice/TTY), room _____.

These signs will include the international symbols for "interpreters" and "TTYs."

B. Orientation Handbook. The Department will include in all future printings of its Orientation Handbook (or equivalent) and all similar publications a statement to the following effect:

To ensure effective communication with inmates and their visitors who are deaf or hearing impaired, we provide, free of charge, appropriate auxiliary aids and services, such as: sign language and oral interpreters, 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, and open and closed captioning of Department programs.

Please ask your Department for assistance, or contact the ADA Coordinator at _____ (voice or TTY), room _____."

C. Notice to Department Personnel

The Department shall publish, in an appropriate form, a written policy statement regarding the Department's policy for effective communication with persons who are deaf or hearing impaired.

The policy statement shall include, but is not limited to, language to the following effect:

"If you are made aware of or have any reason to believe that an inmate or visitor is deaf or hearing impaired, you are required to advise the person that appropriate auxiliary aids and services will be provided. Personnel should direct that person to the appropriate ADA Coordinator. Likewise such information must be forthcoming in response to any overt request for appropriate auxiliary aids or services."

The Department shall distribute this document to all current department personnel, and to all new department personnel.

XII. TRAINING OF DEPARTMENT PERSONNEL

Comprehensive Training. The Department shall provide annual training through its regularly scheduled Americans with Disability Training which will consist of one or more half-day training sessions for all department personnel regarding all relevant policies and procedures implementing this Policy.

A. **Content.** Such training shall be sufficient in duration and content to train a reasonable number of department personnel in access to the Program, use of the Program, and sensitivity to the needs of the deaf and hearing impaired inmate population. Such training shall include topics relevant to the health care needs of the deaf and hearing impaired inmates, such as the various degrees of hearing impairment, language and cultural diversity in the deaf community, dispelling myths and misconceptions about persons who are deaf or hearing impaired, identification of communication requirements of persons who are deaf or hearing impaired, the unique needs and problems encountered by late-deafened individuals, psychological implications of hearing loss and its relationship to interaction with hearing health care professionals, types of auxiliary aids and services as required under this Policy, the proper use and role of qualified sign language interpreters, procedures and methods for accessing the AAS Program for providing interpreters, making and receiving calls through TTY's and the Louisiana Relay or other relay service providers, third party resources which can provide additional information about people who are deaf or hearing impaired, the existence of the Department's complaint resolution process.

XIII. TERMINATION OF CONTRACT WITH NONCOMPLYING ENTITIES

The Department shall 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 shall be subjected to formal termination proceedings. **Illustration:** The Department has a contract with a State university for providing post secondary education to inmates, and the university refuses to provide a qualified interpreter to ensure effective participation in the program by an inmate who is deaf. The Department shall: 1) offer to provide for the services as required; or 2) terminate the contract and replace it with a vendor who will provide the services required; or 3) shall itself provide the necessary auxiliary aids and services for individuals with who are deaf or hearing impaired.

ATTACHMENT B

REQUEST FOR AUXILIARY AIDS AND SERVICES

Name _____ LDPS # _____

Facility _____ Date _____

Federal law requires the Louisiana Department of Public Safety and Corrections and its vendors to furnish appropriate auxiliary aids and services where necessary to ensure effective communication with individuals with disabilities. Such auxiliary aids and services may include: qualified sign language or oral interpreters, notetakers, computer-assisted real time transcription services, written materials, telephone handset amplifiers, assistive listening devices, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, videotext displays, and TTYs.

_____ I do not request auxiliary aids or services.

_____ I request auxiliary aids and services as follows:

▲ Inmate signature: _____

Auxiliary Aid Determination

The auxiliary aids and services requested have been:

_____ Approved as requested.

_____ Approved as modified below:

_____ Denied. Reasons for denial specified below:

Signature of ADA Coordinator: _____

Date: _____

ATTACHMENT C

RESOLUTION AGREEMENT COMPLIANCE FORM

Facility: _____ Date: _____
Reporting Period: _____ to _____

The following information is submitted pursuant to paragraph 14 of the Resolution Agreement between the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR) and the Louisiana Department of Public Safety and Corrections (LDPSC) in OCR Complaint Number 02-OCR-0253. Defined terms herein have the meanings given in the Resolution Agreement.

I. Resident Tracking Form (copy for each resident who is deaf or hard of hearing)

Resident Name: _____
Resident #: _____
Date of First Custody: _____
Languages Used: _____

Movement To Other Facilities

| Departure Date | To Which Facility? | Return Date |
|-----------------------|---------------------------|--------------------|
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Release Date: _____

I certify that all information contained herein is truthful and accurate.

ADA COORDINATOR:

DATE:
