



**SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND UNION PARISH DETENTION CENTER**

This settlement agreement (the Agreement) is entered into between the United States of America (United States) and Union Parish Detention Center (UPDC) (collectively, the Parties).

BACKGROUND

1. This Agreement resolves the United States' investigation of UPDC for alleged discrimination against an individual with a disability in violation of Title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131–12134, and its implementing regulation, 28 C.F.R. Part 35.
2. UPDC held a detainee with human immunodeficiency virus (HIV) in isolated, segregated housing for approximately six months because he has HIV.
3. UPDC also failed to afford this detainee the same confidentiality protections that it affords other detainees. UPDC posted information on the detainee's cell door from which passing nonmedical staff and other detainees could infer his HIV status. On at least one occasion, a UPDC staff member deliberately revealed the detainee's HIV status to another detainee. This disclosure exposed the detainee to the risk of harassment, stigmatization, and other harm from detainees or staff who hold unfounded fears or prejudices about individuals with HIV.
4. Segregation of detainees with HIV in jails or prisons because they have HIV is medically unnecessary. National Commission on Correctional Health Care, NCCHC, Administrative Management of HIV in Correctional Institutions (Oct. 19, 2014), <http://www.ncchc.org/administrative-management-of-hiv-in-correctional-institutions>. HIV cannot be transmitted through saliva, sweat, or tears, so it cannot be transmitted through casual contact. HIV cannot be transmitted through daily activities, including sharing bathroom facilities, drinking fountains, dishes, or food-preparation spaces. Centers for Disease Control and Prevention (CDC), HIV Transmission (June 6, 2017), <http://www.cdc.gov/hiv/basics/transmission.html>.
5. UPDC violated Title II of the ADA by:
 - a. Discriminating against or excluding a detainee with a disability from participation in, or denying the detainee the benefits of, UPDC's services, programs, or activities, on the basis of the detainee's disability, 42 U.S.C. § 12132; 28 C.F.R. § 35.130(a);

- b. Denying this detainee the opportunity to participate in or benefit from UPDC's aids, benefits, or services, 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(1)(i);
- c. Providing aids, benefits, or services to this detainee that were unequal to, or different or separate from, those afforded to detainees who do not have disabilities, 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(1)(ii), (iv); and
- d. Failing to house this detainee in the most integrated setting appropriate to his needs, 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130(d), 35.152(b)(2).

SETTLEMENT TERMS

Legal Prerequisites & Definitions

- 6. Title II prohibits discrimination against qualified individuals with disabilities on the basis of disability in the "services, programs, or activities of a public entity." 42 U.S.C. § 12132. UPDC is a "public entity" as defined by Title II. 42 U.S.C. § 12131(1)(B).
- 7. The United States Department of Justice is authorized to determine UPDC's compliance with Title II and its implementing regulation. 28 C.F.R. pt. 35, subpt. F. The Attorney General is authorized to bring a civil action to enforce Title II. 42 U.S.C. § 12133.
- 8. Individuals with HIV are individuals with disabilities within the meaning of the ADA because HIV, a physical impairment, substantially limits one or more major life activities of such individuals, including the operation of the major bodily functions of the immune system and reproductive functions. 42 U.S.C. § 12102(2).
- 9. The term "detainees with HIV" means, for purposes of this Agreement, individuals under the jurisdiction, custody, or control of UPDC who have HIV, have a record of having HIV, such as testing positive for HIV or being medically treated for having HIV, or who are regarded as having HIV. 42 U.S.C. § 12102(1)-(4); 28 C.F.R. § 35.104.
- 10. In consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which is acknowledged, and to avoid the cost, expense, and uncertainty of protracted litigation, the Parties, intending to be legally bound, enter into this Agreement.

Injunctive Relief

- 11. General Nondiscrimination Obligations: Immediately upon entry of this Agreement, UPDC and its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, will not discriminate on the basis of disability, including HIV, in UPDC's services, programs, or activities, and will comply with all requirements of Title II of the ADA, 42 U.S.C. §§ 12131-12134, and

its implementing regulation, 28 C.F.R. Part 35. UPDC's Title II obligations include, but are not limited to, the following:

- a. UPDC shall not discriminate against qualified detainees with HIV, including by placing such detainees in segregated housing on the basis of the detainee's disability, 42 U.S.C. § 12132; 28 C.F.R. § 35.130(a);
 - b. UPDC shall not exclude qualified detainees with HIV from participation in or deny them the benefits of UPDC's services, programs, or activities, including, but not limited to, housing, recreation, commissary, dayrooms, television, telephones, and regular meals and socialization with other detainees, on the basis of the detainee's disability, 42 U.S.C. § 12132; 28 C.F.R. § 35.130(a), (b)(1)(i);
 - c. UPDC shall not provide to detainees with HIV aids, benefits, or services, such as medical and disability-related confidentiality, that are unequal to, or different or separate from, those afforded to detainees who do not have disabilities, unless different or separate services are necessary to provide qualified detainees with HIV benefits, aids, or services that are as effective as those provided to others, 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(1)(ii), (iv); and
 - d. UPDC shall house detainees with HIV in the most integrated setting appropriate to their needs, 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130(d), 35.152(b)(2).
12. Written Policies, Practices, and Procedures: Immediately upon entry of this Agreement, UPDC shall adopt the General Policy of Nondiscrimination on the Basis of Disability, attached as Appendix A, and the Policy of Nondiscrimination on the Basis of HIV, attached as Appendix B. Within 30 days, UPDC shall distribute copies of these policies to all members of the Union Parish Detention Center Commission and to all UPDC command unit members, staff members, and contractors, including medical staff. For the duration of this Agreement, UPDC shall within 30 days of the appointment or retention of a Union Parish Detention Center Commission member, UPDC command unit member, or UPDC staff member or contractor, provide such individual with copies of these policies.
13. Designation of ADA Coordinator: Within 30 days, UPDC shall designate an employee to coordinate its Title II compliance and will provide such individual's name to the United States. 28 C.F.R. § 35.107. The ADA Coordinator shall be responsible for ensuring that UPDC's services, programs, and activities are readily accessible to and usable by detainees with disabilities, and for investigating and assisting in the resolution of ADA complaints or grievances.
14. Establishment of ADA Complaint Procedure: Within 60 days, UPDC shall submit to the United States a proposed ADA Complaint Procedure, which will be subject to approval by the United States, not to be unreasonably withheld. UPDC will adopt any changes to the procedure suggested by the United States. Within 30 days of the United States' approval of an ADA Complaint Procedure and for the duration of this Agreement, UPDC will ensure that all existing and incoming detainees and UPDC

command unit members, staff members, and contractors, including medical staff, are provided with a copy of this Procedure and/or are orally advised of its contents.

15. Summary of this Agreement: Within 30 days, UPDC shall provide the Summary of this Agreement (Summary) attached as Appendix C to all members of the Union Parish Detention Center Commission and to all UPDC command unit members, staff members, and contractors, including medical staff. For the duration of this Agreement, UPDC shall within 30 days of the appointment or retention of a Union Parish Detention Center Commission member, UPDC command unit member, or UPDC staff member or contractor provide such individual with a copy of this Summary.
16. HIV Training: Within 90 days, and annually thereafter for the term of this Agreement, UPDC will train all command unit members, staff members, and contractors, including medical staff, regarding HIV, and the nondiscrimination requirements of Title II of the ADA with regard to individuals with HIV and the existence and requirements of this Agreement (HIV Training or Training).
 - a. Within 60 days, UPDC will submit to the United States the proposed curriculum for the HIV Training, as well as the name(s), qualifications (including resume(s)), and contact information of the individual(s) who will conduct the Training. UPDC's choice of individual(s) who will conduct the Training and the proposed curriculum will be subject to approval by the United States, not to be unreasonably withheld. UPDC will adopt any changes to the curriculum suggested by the United States.
 - b. UPDC will maintain attendance logs for the duration of this Agreement reflecting the names and titles of attendees and dates of each session of the Training conducted under this Agreement.
 - c. For persons who do not attend the HIV Training on a designated training date as required under this Agreement (for instance, because the person was on leave or began employment with UPDC after the designated training date), UPDC will provide the same Training in person or by other means to such persons within 30 days after the individual's commencement of employment by UPDC or within 30 days of the individual's return to employment (for example, because of leave).
 - d. UPDC will provide 30 days' notice to the United States of upcoming HIV Training sessions. The United States may attend any session of the HIV Training.
17. Recordkeeping: For the term of this Agreement, UPDC will preserve all records related to the Agreement. Such documents include, but are not limited to, written nondiscrimination policies, practices, and procedures drafted pursuant to Paragraph 12; complaints submitted pursuant to the HIV Complaint Procedure established by Paragraph 14; and training materials and attendance logs created pursuant to Paragraph 16.

18. Initial Report: Within 90 days, UPDC will submit an Initial Report to the United States detailing UPDC's compliance efforts under this Agreement. The Initial Report will include:
- a. Written confirmation that UPDC has met the requirements of Paragraphs 11 through 17 of this Agreement;
 - b. A copy of the final ADA Complaint Procedure and a description of how its contents were or are communicated to existing and new detainees and UPDC staff and contractors;
 - c. A list of each individual UPDC provided with the policies described in Paragraph 12 and the Summary of this Agreement described in Paragraph 15;
 - d. Dates and attendance logs of HIV Training(s);
 - e. A catalog containing the name(s) of any detainees who self-identify as having HIV during UPDC's intake process or whom medical staff learn have HIV at any other time while at UPDC, the actual or anticipated dates of such detainee's time at UPDC, and the housing assignment(s) such detainee has or had while at UPDC; and
 - f. A catalog of any formal or informal grievances or complaints UPDC has received pursuant to its standing grievance process from or regarding individuals with disabilities or to the ADA Complaint Procedure described in Paragraph 14. The catalog will identify the complainant's name, the affected individual's name (if different from the name of the complainant), the subject matter of the complaint, and any responses or actions taken by UPDC in response to the complaint. UPDC will also preserve all such written complaints received in any format and written reports of such oral complaints, and copies of UPDC's response(s) to such complaints.
19. Ongoing Reporting: Every six months from the date of the submission of the Initial Report, UPDC will submit to the United States a report detailing UPDC's compliance efforts under this Agreement. This report will include, for the reporting period subsequent to its immediately prior report:
- a. Written confirmation that UPDC has met the requirements of Paragraphs 11 through 17 of this Agreement;
 - b. Any new or revised policies, practices, or procedures regarding individuals with HIV;
 - c. A list of each individual UPDC provided with the policies described in Paragraph 12 and the Summary of this Agreement described in Paragraph 15;

- d. Dates and attendance logs of HIV Training(s);
- e. A catalog containing the name(s) of any detainees who self-identify as having HIV during UPDC's intake process or whom medical staff learn have HIV at any other time while at UPDC, the actual or anticipated dates of such detainee's time at UPDC, and the housing assignment(s) such detainee has or had while at UPDC; and
- f. A catalog of any formal or informal grievances or complaints UPDC has received pursuant to its standing grievance process from or regarding individuals with HIV or to the ADA Complaint Procedure described in Paragraph 14. The catalog will identify the complainant's name, the affected individual's name (if different from the name of the complainant), the subject matter of the complaint, and any responses or actions taken by UPDC in response to the complaint. UPDC will also preserve all such written complaints received in any format and written reports of such oral complaints, and copies of UPDC's response(s) to such complaints.

Monetary Relief

- 20. UPDC agrees to pay \$27,500 to compensate the aggrieved person described in Paragraph 2 of this Agreement. Within seven days, UPDC will send counsel for the United States, via overnight delivery, a check made payable to this aggrieved person (whose name will be provided separately by the United States to UPDC) for the total compensation amount.
- 21. Within 30 days, the United States shall send to the aggrieved person described in Paragraph 2 of this Agreement a copy of this signed Agreement, along with a Release of Claims, attached as Appendix D. To accept the relief offered by UPDC, the individual identified in Paragraph 20 must execute and return the Release of Claims to the United States.

Miscellaneous Provisions

- 22. Delivery of Reporting Materials: All materials sent to the United States pursuant to this Agreement shall be sent by e-mail to david.knight@usdoj.gov (or to any other e-mail address that the United States designates during the term of this Agreement) or to the following address by Federal Express, delivery prepaid:

Chief, Disability Rights Section
Civil Rights Division
U.S. Department of Justice
1425 New York Avenue, N.W., Fourth Floor
Washington, D.C. 20005.

The e-mail or cover letter shall include a subject line referencing UPDC and DJ# 204-

33-117.

23. Enforcement: The United States may review compliance with this Agreement at any time. UPDC will cooperate fully with the United States' efforts to monitor compliance with this Agreement, including but not limited to, providing the United States with reasonably requested information. If the United States believes that UPDC has failed to comply adequately or in a timely manner with any requirement of this Agreement or that any requirement has been violated, the United States will notify UPDC in writing and the Parties will attempt to resolve the issue in good faith. If the United States is unable to reach a satisfactory resolution of the issue within 60 days of the date it notifies UPDC, the United States may institute a civil action in federal court to enforce this Agreement or to enforce Title II of the ADA based on the allegations described in this Agreement.
24. Titles and Headings: Titles and other headings contained in this Agreement are included only for ease of reference and shall have no substantive effect.
25. Entire Agreement: This Agreement constitutes the entire agreement between the United States and UPDC on the matters raised herein and no other statement or promise, written or oral, made by any party or agents of any party, that is not contained in this written Agreement shall be enforceable.
26. Severability: 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.
27. Non-Waiver: Failure by the United States to enforce any provisions or deadlines in this Agreement shall not be construed as a waiver of the right of the United States to enforce any deadlines or provisions of this Agreement.
28. Effective Date: The Effective Date of this Agreement (Effective Date) is the date on which this Agreement is signed by both parties. Unless otherwise specified, all time periods designated for an action by either party run from the Effective Date.
29. Limitation: This Agreement is limited to resolving claims under Title II of the ADA related to the facts specifically set forth in Paragraphs 1 through 3, above. Nothing in this Agreement relates to other provisions of the ADA or affects UPDC's obligations to comply with any other federal, state, or local statutory, administrative, regulatory, or common law obligation, including those relating to nondiscrimination against individuals with disabilities.
30. Extensions: Any time limits for performance imposed by this Agreement may be extended only by the mutual written consent of the Parties.
31. Successor Liability: This Agreement is final and binding on UPDC, its officers, employees, contractors, successors, and assigns, including its wardens, command unit,

correctional officers and other employees, health care staff or contractors, and any other person under the authority or control of UPDC.

32. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same Agreement, notwithstanding that each Party is not a signatory to the original or the same counterpart.
33. Authority: The individuals signing this Agreement represent that they are authorized to do so on behalf of the respective entity for which they have signed.
34. Term: This Agreement shall remain in effect for a term of two years from its Effective Date. The term of this Agreement may be extended by mutual written consent of the Parties.
35. Publicity: This Agreement and any amendment hereto shall be public documents.
36. Costs and Fees: The United States and UPDC will bear the cost of their own fees and expenses incurred in connection with this Agreement.
37. Preclusive Effect: The Parties do not intend for this Agreement to have any preclusive effect except as described in Paragraph 29. Should the issue of preclusive effect of this Agreement be raised, the Parties agree to certify that they intended for this Agreement to have no such preclusive effect.

AGREED:

FOR THE UNITED STATES OF AMERICA:

ALEXANDER C. VAN HOOK
United States Attorney
Western District of Louisiana

KATHERINE W. VINCENT
Assistant U.S. Attorney
800 Lafayette Street, Suite 2200
Lafayette, Louisiana 70501
Tel: (337) 262-6618
katherine.vincent@usdoj.gov

JOHN M. GORE
Acting Assistant Attorney General
Civil Rights Division

ALBERTO RUISANCHEZ
Acting Deputy Assistant Attorney General
Civil Rights Division

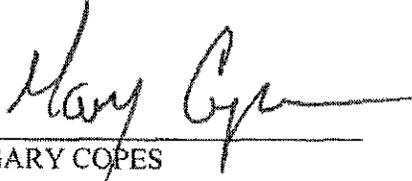
REBECCA B. BOND
Chief
KATHLEEN P. WOLFE
Special Litigation Counsel
MELLIE H. NELSON
Supervisory Trial Attorney
Disability Rights Section
Civil Rights Division



DAVID W. KNIGHT
Trial Attorney
Disability Rights Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Ave., NW – NYA
Washington, DC 20530
Tel: (202) 616-2110
Fax: (202) 307-1197
david.knight@usdoj.gov

3/22/2018
Date

FOR UNION PARISH DETENTION CENTER:



GARY COPES
Warden
Union Parish Detention Center

3-20-2015

Date



LANNY PARKER
Chairman
Union Parish Detention Center Commission

3/20/18

Date

APPENDIX A

GENERAL POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

Consistent with the Americans with Disabilities Act (ADA), it is the policy of Union Parish Detention Center, its officers, employees, agents, and contractors (collectively, UPDC), that UPDC will not exclude qualified detainees with disabilities from participation in, or deny such detainees the benefits of, UPDC's services, programs, or activities, or otherwise subject them to discrimination, because of their disabilities. Individuals with disabilities can include, for example, individuals who are blind or deaf, or who have a mobility impairment, HIV, learning impairment, or mental health impairment.

In order for detainees with disabilities to participate in UPDC's services, programs, and activities, UPDC may need to make reasonable changes (modifications) in policies, practices, and procedures and to provide auxiliary aids and services needed for effective communication (e.g., large print materials for someone with a visual disability, interpreter for someone who is deaf). UPDC's policy is to provide services, programs, and activities to detainees with disabilities in the most integrated setting appropriate for them.

UPDC prohibits retaliation, coercion, intimidation, threats, harassment, or interference with the rights of detainees with disabilities, including the rights to request modifications in policies, practices, and procedures or auxiliary aids and services; to request to participate in services, programs, and activities; to file grievances, complaints, and lawsuits; and to participate in investigation and resolution of complaints. Failure to comply with this policy may result in disciplinary action.

APPENDIX B

POLICY OF NONDISCRIMINATION ON THE BASIS OF HIV

Consistent with the Americans with Disabilities Act (ADA), it is the policy of Union Parish Detention Center, its officers, employees, agents, and contractors (collectively, UPDC), that UPDC does not exclude qualified detainees with HIV from participation in, or deny such detainees the benefits of, UPDC's services, programs, or activities, or otherwise subject such detainees to discrimination by UPDC, because they have HIV. UPDC provides to detainees with HIV:

- Housing according to gender, custody classification, and other permissible considerations, which shall be made without regard to HIV status;
- Privacy and confidentiality of HIV status and personally identifiable health information, including, but not limited to, diagnosis and treatment; and
- The opportunity to participate in any service, program, or activity for which they are qualified.

UPDC policy prohibits discrimination, harassment, intimidation, interference, and retaliation against detainees with HIV.

Failure to comply with this policy may result in disciplinary action.

APPENDIX C

SUMMARY OF SETTLEMENT AGREEMENT

On [DATE], the United States Department of Justice and Union Parish Detention Center (UPDC) entered into a settlement agreement resolving allegations that UPDC violated the federal Americans with Disabilities Act (ADA) by discriminating against an individual with a disability. Specifically, the United States found that UPDC discriminated against an individual with HIV by placing him in segregated housing for approximately six months because he has HIV. The ADA is a federal law that prohibits discrimination against individuals with disabilities by certain entities, including jails.

The settlement agreement requires that UPDC take steps to ensure its compliance with the ADA and to compensate the individual detainee who was affected by UPDC's discriminatory acts. Specifically, UPDC must:

- Comply with the ADA in the future;
- Adopt written nondiscrimination policies regarding individuals with disabilities, including individuals with HIV;
- Keep certain records, train staff, and report to the United States for a period of two years; and
- Provide monetary relief to the affected individual.

The United States Department of Justice will continue to monitor UPDC to ensure that it complies with the ADA.

If you would like a copy of the settlement agreement, please visit www.ada.gov. If you would like a copy of the revised policies, please contact [NAME OF ADA COORDINATOR], [MAILING ADDRESS]; [PHONE NUMBER]; [EMAIL ADDRESS].

APPENDIX D

RELEASE OF CLAIMS

For and in consideration of the relief offered to me by Union Parish Detention Center (UPDC), pursuant to the Settlement Agreement between the United States of America and UPDC:

I, _____, hereby release and forever discharge UPDC and its current, past, and future officers, employees, agents, successors, and assigns, of and from any Americans with Disabilities Act-related legal and/or equitable claims arising out of the facts identified or allegations made in the Settlement Agreement. As a result, I agree and promise that I will not file any Americans with Disabilities Act-related suit, charge, complaint, proceeding or action at law, in equity, or otherwise (together, Action) or any other Action in any court, or any other judicial or administrative forum, against UPDC arising out of the facts identified or allegations made in the Settlement Agreement. Any rights and claims that cannot be waived by law are excluded from this Release.

This Release constitutes the entire agreement between UPDC and me, without exception or exclusion.

I acknowledge that a copy of the Settlement Agreement has been made available to me. By signing this Release, I acknowledge that I have been provided the opportunity to review the Settlement Agreement with an attorney of my choosing.

I have read this Release and understand the contents thereof and I execute this Release of my own free act and deed.

Aggrieved Person's Signature _____

Date _____

Aggrieved Person's Full Mailing Address _____
