

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND
THE HAWAII DEPARTMENT OF PUBLIC SAFETY
DJ NO. 204-21-88**

This settlement agreement is entered into between the United States of America and the Hawaii Department of Public Safety (HDPS).

I. BACKGROUND

1. This Agreement resolves the United States' investigation of HDPS for alleged discrimination against individuals 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. The United States initiated this investigation after receiving complaints from inmates with disabilities at Hale Nani Correctional Facility (Hale Nani), a minimum-security HDPS facility for sentenced inmates that serves as a furlough program site. These inmates alleged that HDPS excluded inmates with mobility disabilities from participating in its furlough program because of their disabilities, thereby delaying their parole and extending the terms of their imprisonment. The inmates also alleged that Hale Nani is inaccessible to inmates with mobility disabilities. Thereafter, the United States expanded its investigation to review the accessibility of the Women's Community Correctional Center (WCCC), Halawa Correctional Facility (HCF), Oahu Community Correctional Center (OCCC), and Waiawa Correctional Facility (WCF).

3. Based on the United States' investigation of HDPS's programs, services, activities, and facilities, the United States has concluded that HDPS excluded qualified individuals with mobility disabilities from its furlough program, or participation therein, by reason of their disabilities in violation of Title II of the ADA. 42 U.S.C. § 12132; 28 C.F.R. § 35.130.

4. Based on the review of Hale Nani, WCCC, HCF, OCCC, and WCF and their programs, services, activities, and facilities, the United States has concluded that Hale Nani, WCCC, HCF, OCCC, and WCF contain architectural and programmatic barriers to access for persons with disabilities and that qualified individuals with disabilities are, by reason of such disabilities, excluded from participation in or are denied the benefits of many of HDPS's programs, services, or activities or are subjected to discrimination in violation of Title II of the ADA. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.104, 35.149–35.152.

5. HDPS denies all allegations made by the complainants and the United States, but the United States and HDPS agree that it is in the parties' best interests, and the United States believes that it is in the public interest, to fully and finally resolve this matter on mutually agreeable terms without resorting to protracted litigation.

II. SETTLEMENT TERMS

A. 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. The term “qualified individual with a disability” means “an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity.” 42 U.S.C. § 12131(2).

7. The United States Department of Justice is authorized to determine HDPS’s compliance with Title II and its implementing regulation. 28 C.F.R. pt. 35, subpt. F. Where appropriate, the United States Department of Justice may seek voluntary resolution. 28 C.F.R. §§ 35.172(c), 35.173(b). The Attorney General is also authorized to bring a civil action to enforce Title II. 42 U.S.C. § 12133.

8. The term “mobility disabilities” refers to mobility impairments that substantially limit one or more major life activities, including walking and standing. 42 U.S.C. § 12102(1)(A)–(2)(A)

9. The term “HDPS” refers to the Hawaii Department of Public Safety Office, including the Deputy Director for Corrections and all offices and divisions overseen by that Office, the Offender Reentry Commission and Office, and the Civil Rights Compliance Office and their officers, employees, agents, or contractors who are wholly or partially responsible for the custody, oversight, and care of inmates confined at the HDPS. HDPS is a “public entity” as defined by Title II. 42 U.S.C. § 12131(1)(A), (B).

10. The term “new construction” shall mean each facility or part of a facility constructed by, on behalf of, or for the use of HDPS where the construction commenced after January 26, 1992. 28 C.F.R. § 35.151(a).

11. The term “alteration” means a change to an HDPS facility or part of a facility that affects or could affect the usability of the facility. 28 C.F.R. § 35.151(b).

B. General Equitable Relief

12. General Nondiscrimination Obligations: HDPS 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 mobility disabilities, in HDPS’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. HDPS’s Title II obligations include, but are not limited to, the following:

- a. HDPS shall not discriminate against or exclude qualified inmates with mobility disabilities from participation in, or deny such inmates the benefits of, HDPS's services, programs, or activities, on the basis of the inmates' disabilities, 42 U.S.C. § 12132; 28 C.F.R. § 35.130(a);
- b. HDPS shall not, on the basis of disability, deny qualified inmates with mobility disabilities the opportunity to participate in or benefit from HDPS's aids, benefits, or services, 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(1)(i);
- c. HDPS shall not, on the basis of disability, provide aids, benefits, or services to qualified inmates with mobility disabilities that are unequal to, or different or separate from, those afforded to inmates who do not have disabilities, unless different or separate services are necessary to provide such inmates with disabilities 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);
- d. HDPS shall reasonably modify its policies, practices, and procedures where necessary to avoid discrimination on the basis of disability unless HDPS demonstrates that such modifications would fundamentally alter the nature of its services, programs, or activities, 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(7);
- e. HDPS shall not impose or apply eligibility criteria that screen out or tend to screen out inmates with mobility disabilities from fully and equally enjoying HDPS's services, programs, or activities, unless HDPS demonstrates that such criteria is necessary for its provision of those services, programs, or activities, 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(8); and
- f. HDPS shall ensure that its facilities are accessible to and usable by inmates with disabilities and shall not exclude such inmates from participation in, or deny them the benefits of, its services, programs, or activities because its facilities are inaccessible or unusable by inmates with disabilities, 42 U.S.C. § 12132; 28 C.F.R. §§ 35.149, 35.150, 35.152(b)(1). HDPS shall ensure that its facilities and portions of its facilities constructed or altered after January 26, 1992 comply with ADA design standards. 28 C.F.R. §§ 35.151, 35.104.

C. Remedial Relief – Furlough Program

13. Written Furlough Policies, Practices, and Procedures: Within one hundred twenty (120) days, HDPS shall revise all statewide and facility-specific furlough, medical clearance, inmate classification, inmate screening, and other relevant policies, procedures, and practices, including HDPS's Inmate Furlough Program Policy, to bring such policies, procedures, and practices into compliance with this Agreement and Title II of the ADA. Specifically:

- a. HDPS will revise all furlough-related policies to provide that all qualified inmates with mobility disabilities will be permitted to participate in the furlough program, including but not limited to work furlough. HDPS will ensure that inmates with mobility disabilities are given a range of potential work furlough programming, including work assignments with varying physical requirements (i.e., from

sedentary clerical tasks to manual labor). If an inmate encounters barriers to participation because of a mobility disability, HDPS will conduct an individualized assessment to determine whether there are reasonable accommodations or modifications that would permit the inmate to participate in work furlough, i.e., perform the essential functions of the job. HDPS will provide such inmates with the reasonable accommodations or modifications necessary to ensure that these inmates can participate unless HDPS establishes that such an accommodation or modification constitutes a fundamental alteration. The HDPS Health Status Classification Report (HSCR) shall not be used to determine whether or not an inmate is eligible for any furlough program.

- b. HDPS will revise all furlough-related policies to provide that qualified inmates with mobility disabilities whose disability prevents them from participating in work furlough are entitled to participate in other forms of furlough for which they are otherwise qualified, including those forms of furlough HDPS has previously limited to inmates who participate in work furlough. HDPS will also revise all furlough-related policies to provide which forms of furlough are available at each facility and to state that all furlough facilities offer at least one form of furlough other than work furlough. If an inmate encounters barriers to participation in other furlough programs because of a mobility disability, HDPS will conduct an individualized assessment to determine whether there are reasonable accommodations or modifications that would permit the inmate to participate. HDPS shall provide such inmates with the reasonable accommodations or modifications necessary to ensure that these inmates can participate unless HDPS establishes that such an accommodation or modification constitutes a fundamental alteration.
- c. HDPS will revise its furlough and parole-related policies to provide that HDPS will inform the Hawaii Parole Authority (HPA) through Initial Prescriptive Plans, Prescriptive Plan Updates, and any other appropriate documents of any situations in which an inmate's mobility disability inhibited that inmate's participation in any recommended programming while in HDPS custody. HDPS will also revise its furlough- and parole-related policies to establish a notification procedure for the communication of this information.
- d. Within sixty (60) days, HDPS shall send its proposed draft policies, practices, and procedures revised pursuant to this Paragraph to the United States for its approval, not to be unreasonably withheld. The United States shall review and provide comments on HDPS's proposed revisions. The United States may identify additional related policies, practices, and procedures that must be revised pursuant to this Paragraph.
- e. Within sixty (60) days of the United States' final approval of all policies, practices, and procedures revised pursuant to this Paragraph, HDPS shall implement them, including by distributing copies to all HDPS employees and contractors whose work may be affected by such policies, practices, or procedures. For the duration of this Agreement, HDPS shall, within thirty (30)

days of the appointment or retention of such an HDPS employee or contractor, provide that individual with copies of these policies.

D. Remedial Relief – ADA Procedures and Notice

14. Notice: Within thirty (30) days, HDPS shall post the amended “Notice Under the Americans with Disabilities Act” (Notice), attached as Appendix A, in inmate common areas at each facility. HDPS shall maintain these postings in a legible format and shall also provide appropriate translations of this Notice to inmates who require such translations and orally advise inmates with visual impairments or limited reading capabilities of the contents of the Notice during such inmates’ intake. HDPS shall inform HPA about its revised ADA policies and procedures so that the information can be incorporated into a revised Parole Handbook, including information described in Paragraph 13, the identity and general responsibilities of the Statewide HDPS ADA Coordinator and Facility ADA Coordinators described in Paragraphs 15–16, and the ADA Grievance Procedure described in Paragraph 17 within ninety (90) days of the United States’ final approval of such policies.

15. Designation of Statewide HDPS ADA Coordinator: On August 7, 2017, HDPS designated its Statewide HDPS ADA Coordinator. Throughout the term of this Agreement, HDPS shall continue to designate at least one employee in HDPS headquarters to serve as the Statewide HDPS ADA Coordinator. This individual shall coordinate HDPS’s efforts to comply with and carry out its responsibilities under Title II and this Agreement. This individual shall be responsible for (1) ensuring that HDPS’s facilities are readily accessible to and usable by inmates with disabilities, (2) ensuring that HDPS provides inmates with disabilities equal opportunity to participate in and benefit from its services, programs, and activities, and (3) investigating and assisting in the resolution of inmates’ ADA complaints or grievances. The Statewide HDPS ADA Coordinator shall also maintain records regarding the disposition of each complaint or grievance.

16. Designation of Facility ADA Coordinators: On August 11, 2017, HDPS designated ADA Coordinators in each of its correctional facilities. Throughout the term of this Agreement, HDPS shall continue to designate at least one employee in each of the HDPS’s correctional facilities to serve as the facility’s ADA Coordinator. Each Facility ADA Coordinator will coordinate his or her facility’s efforts to comply with and carry out HDPS’s responsibilities under Title II and this Agreement.

17. Establishment of ADA Grievance Procedure: Within sixty (60) days, HDPS shall submit to the United States a proposed ADA Grievance Procedure for inmates, which will be subject to approval by the United States, not to be unreasonably withheld. HDPS will consider any changes to the procedure suggested by the United States. Within sixty (60) days of the United States’ approval of an ADA Grievance Procedure and for the duration of this Agreement, HDPS shall adopt and implement the approved ADA Grievance Procedure and ensure that all existing and incoming inmates and HDPS employees and contractors whose work may be affected by the ADA Grievance Procedure are provided with a copy of this Procedure and/or are orally advised of its contents.

E. Compliance

18. ADA Training: HDPS conducted general ADA training for administrative personnel, including administrative personnel from all of its correctional facilities on April 2-5, 2018. Within one hundred eighty (180) days of the United States' approval of the policies described in Paragraphs 13 and 17 of this Agreement, and every twenty four (24) months thereafter for the term of this Agreement, HDPS will train all employees and contractors involved in the furlough program on the following: the nondiscrimination requirements of Title II of the ADA; mobility disabilities and potential modifications or accommodations that can facilitate program access; HDPS's new policies; and the existence and requirements of this Agreement (collectively, ADA Training(s) or Training(s)).

- a. Within sixty (60) days of the United States' approval of the policies described in Paragraphs 13 and 17, HDPS will submit to the United States the proposed curriculum for the ADA Training(s), as well as the name(s), qualifications (including resume(s)), and contact information of the individual(s) who will conduct the Training(s). HDPS's choice of individual(s) who will conduct the Training(s) and the proposed curriculum will be subject to approval by the United States, not to be unreasonably withheld.
- b. HDPS 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(s) conducted under this Agreement.
- c. For persons who do not attend the ADA Training(s) on a designated training date as required under this Agreement (for instance, because the person was on leave or began employment with HDPS after the designated training date), HDPS will provide the same Training(s) in person or by other means to such persons within sixty (60) days after the individual's commencement of employment by HDPS or within sixty (60) days of the individual's return to employment (for example, because of leave).
- d. All trainings conducted after the initial training may either be provided live or via web-based tutorial, or any other mode capable of conveying the ADA topics listed above. If these subsequent trainings are not provided live, the trainer(s) meeting the requirements of Paragraph 18(a) shall be accessible to directly answer any questions a participant may have after each training.

19. Recordkeeping: For the term of this Agreement, HDPS will preserve all records related to the Agreement. Such documents include, but are not limited to, policies, practices, and procedures revised pursuant to Paragraph 13; complaints or grievances submitted pursuant to the ADA Grievance Procedure established by Paragraph 17; and training materials and attendance logs created pursuant to Paragraph 18. HDPS will, with thirty (30) days' notice, provide copies of these records to the United States upon the United States' request.

20. Reporting Requirements: Within one hundred twenty (120) days and every six (6) months thereafter, HDPS will submit a report to the United States detailing HDPS's compliance efforts under this Agreement. The report will include:

- a. Written confirmation that HDPS has met the requirements of Paragraphs 12 through 19 of this Agreement;
- b. A copy of all policies, procedures, and practices revised pursuant to Paragraphs 13 and 17 of this Agreement;
- c. A copy of each facility's version of the Notice form and the revised Parole Handbook described in Paragraph 14 of this Agreement;
- d. Dates and attendance logs of ADA Training(s);
- e. A report of the name(s) of any inmates with known mobility disabilities who are or were housed in a transitional or community classification facility in the period preceding the Report, the actual or anticipated dates of such inmates' housing in such a facility, a detailed description of the inmate's furlough eligibility and participation, and, if applicable, a detailed description of any reasonable accommodations or modifications requested by or provided to the inmate. If HDPS denied the inmate a reasonable accommodation or modification, a detailed description of the reason(s) for such denial; and
- f. A report of any formal or informal grievances or complaints HDPS has received pursuant to its standing grievance process from or regarding individuals with disabilities or to the ADA Grievance Procedure described in Paragraph 17. 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 grievance, and any responses or actions taken by HDPS in response to the grievance. HDPS will also preserve all such written complaints or grievances received in any format and written reports of such oral complaints, and copies of HDPS's response(s) to such complaint or grievance.

F. Remedial Relief – Architectural and Programmatic Barriers

21. Within twenty-four (24) months, HDPS shall complete the modifications to the men's unit at Hale Nani specified below, using the 2010 Standards for Accessible Design, 28 C.F.R. § 35.104 (2010 Standards). Specifically, HDPS shall:

- a. Provide accessible phones in compliance with § 704 of the 2010 Standards.
- b. Provide an accessible toilet room for inmates in, or in proximity to, all program areas, in compliance with the 2010 Standards, including but not limited to accessible lavatories and urinals in accordance with §§ 309, 603, and 606 of the 2010 Standards.
- c. Provide at least one (1) accessible shower in compliance with the 2010 Standards, which shall be a transfer shower as defined by § 608.2.1 or a roll-in shower as defined by either § 608.2.2 or § 608.2.3. Grab bars, controls, a shower spray unit, and a seat, curb, and enclosure shall comply fully with the 2010 Standards.

22. Throughout the term of this Agreement, HDPS shall maintain its operable features, including its sink and urinal controls in accordance with § 309 of the 2010 Standards and 28 C.F.R. § 35.133(a).

23. Within thirty-six (36) months and in accordance with the timeline set forth in Appendix B, HDPS shall complete the modifications to WCCC, HCF, OCCC, and WCF as specified in Appendix B, using the 2010 Standards.

24. In addition to the minimum accessibility requirements set forth above in Paragraphs 21–23, HDPS shall provide additional cells, showers, toilet rooms, and tables as necessary, in accordance with the 2010 Standards, to ensure that each inmate with a disability has the same access as non-disabled inmates to the elements necessary to afford the inmate safe, appropriate housing. This includes, but is not limited to, an adequate number of accessible toilets, lavatories, showers, and tables to meet the needs of the disabled population. 28 C.F.R. § 35.152.

25. Within six (6) months, HDPS will retain an Independent Licensed Architect as set forth below to assess compliance with Paragraphs 21–23 and any other alteration, addition, or modification made by HDPS during the term of this Agreement.

- a. HDPS will retain an Independent Licensed Architect knowledgeable about the architectural accessibility requirements of the ADA. The retention of this Independent Licensed Architect will be without regard to outcome and must be approved by the United States, which will not unreasonably withhold approval. The Independent Licensed Architect must act independently to certify whether remediation of the violations identified in Paragraphs 21–23 and any other alterations, additions, or modifications made by HDPS to the men’s unit at Hale Nani and WCCC, HCF, OCCC, and WCF during the term of this Agreement comply with the applicable accessibility standards pursuant to 28 C.F.R. § 35.151(c) and the Appendix to 28 C.F.R. § 35.151(c). These requirements shall be included in the Independent Licensed Architect’s scope of work.
- b. The Independent Licensed Architect will conduct semi-annual inspections of HDPS’s correctional facilities in order to ensure compliance with Paragraphs 21–23 of this Agreement. The Independent Licensed Architect will impartially prepare written reports with photographs identifying that the violation has been remediated, will use the certification form at Appendix C, and will submit such reports to HDPS and the United States. The Independent Licensed Architect will be considered a neutral inspector for purposes of issuing certifications of compliance and will be reasonably available to the United States to discuss reports, photographs, and certifications.
- c. The United States may also, in its discretion, provide technical assistance to the Independent Licensed Architect throughout the term of this Agreement. Upon request by the United States, HDPS will provide prior notice to the United States of inspections by the Independent Licensed Architect to allow representatives of the United States to be present.

- d. HDPS will submit Independent Licensed Architect certifications (Appendix C) along with its reporting requirements as set forth in this Agreement.

G. Monetary Relief

26. HDPS agrees to pay a total of \$45,000 to compensate the aggrieved persons identified in Paragraph 2: \$24,000 to complainant D.B., \$12,000 to complainant P.M., and \$9,000 to complainant A.L. This payment is conditioned on the actual receipt of funds to be appropriated by the 2019 Legislature of the State of Hawaii, and that those funds shall be paid within a reasonable time after such appropriation.

27. Within thirty (30) days of the availability of the funds for payment, the United States shall send to each aggrieved person described in Paragraph 26 of this Agreement a copy of this signed Agreement, along with a Release of Claims Form, attached as Appendix D.

28. Within seven (7) days of HDPS's receipt of a completed Release of Claims Form from any of these individuals, HDPS will pay and deliver to such individual a check in an amount agreed to in Paragraph 26.

H. Miscellaneous Provisions

29. Delivery of Reporting Materials: All materials sent to the United States pursuant to this Agreement shall be sent by e-mail to christine.kim2@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:

Disability Rights Section
Re: HDPS, DJ# 204-21-88
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 HDPS and DJ# 204-21-88.

30. Enforcement: The United States may review compliance with this Agreement at any time. HDPS 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 covered in this Agreement and allowing the United States to interview inmates and to inspect documents and facilities. After receipt of each report referenced in Paragraphs 20 and 25, the parties will confer to assess HDPS's compliance with this Agreement. If the United States believes that HDPS 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 HDPS 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 sixty (60) days of the date it notifies HDPS, 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.

31. Titles and Headings: Titles and other headings contained in this Agreement are included only for ease of reference and shall have no substantive effect.

32. Entire Agreement: This Agreement, including Appendices A–D, constitutes the entire agreement between the Parties 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.

33. Consideration: In consideration of the terms of this Agreement, the United States agrees to refrain from undertaking further investigation or from filing a civil suit under Title II of the ADA related to the allegations in Paragraphs 2–4, except as provided in Paragraph 30. The Parties agree and acknowledge that this consideration is adequate and sufficient. 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 HDPS 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.

34. 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.

35. Non-Waiver: Failure by the United States to enforce any provision or deadline in this Agreement shall not be construed as a waiver of the right of the United States to enforce any deadline or provision of this Agreement.

36. Effective Date: The Effective Date of this Agreement is the date of the last signature below. Unless otherwise specified, all time periods designated for an action, including all Completion Dates in Appendix B, run from the Effective Date.

37. Limitation: This Agreement is limited to resolving claims under Title II of the ADA related to the facts specifically set forth in Paragraphs 2 through 4, above. Nothing in this Agreement relates to other provisions of the ADA or affects HDPS'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.

38. Extensions: Any time limits for performance imposed by this Agreement may be extended only by the mutual written consent of the Parties.

39. Successor Liability: This Agreement is final and binding on HDPS, its officers, employees, successors, and assigns, including its officers, employees, agents, and any other person under the authority or control of HDPS.

40. 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.

41. 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.

42. Term: This Agreement shall remain in effect for a term of three (3) years from its Effective Date. The term of this Agreement may be extended by mutual written consent of the Parties.

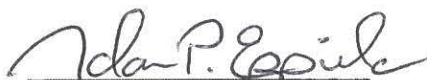
43. Early Termination: Notwithstanding Paragraph 42, this Agreement will terminate earlier than three years if the Department determines that HDPS has demonstrated durable compliance with Title II of the ADA with respect to the violations outlined in Paragraphs 1–4.

44. Partial Termination: Notwithstanding Paragraph 43, if the Department determines that HDPS has demonstrated durable compliance with a part of the Agreement and that part is sufficiently severable from the other requirements of the Agreement, the Parties agree to terminate that part of the Agreement. In determining whether HDPS has demonstrated durable compliance with a part of the Agreement, the Department may assess collectively all the requirements of the Agreement to determine whether the intended outcome of the part has been achieved.

45. Modifications: If at any time HDPS wants to modify any portion of this Agreement because of changed conditions making performance impossible or impractical, or for any other reason, it will promptly notify the United States in writing setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. Until there is written agreement by the United States to the proposed modification, the proposed modification will not take effect. The United States' approval will not be unreasonably withheld or delayed.

46. Publicity: This Agreement and any amendment hereto shall be public documents.

For HDPS



NOLAN ESPINDA
Director
Hawaii Department of Public Safety
919 Ala Moana Boulevard
Honolulu, HI 96814
(808) 587-1288

3/13/19
Date



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Date

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3/20/19

Date

**APPENDIX A
NOTICE OF RIGHTS FOR INMATES WITH DISABILITIES**

The Right to a Reasonable Accommodation or Modification

The Hawaii Department of Public Safety (HDPS) is committed to providing individuals with disabilities equal opportunity to access its services, programs, and activities, in accordance with its obligations under the Americans with Disabilities Act (ADA). If you have a disability, you have a right to request a reasonable modification or accommodation in order to have equal access to HDPS programs, services, and activities. To comply with the ADA, HDPS will, among other things:

1. Make reasonable modifications to policies, practices, and/or procedures,
2. Remove barriers to access to HDPS programs, services, and activities, and/or
3. Provide auxiliary aids and services.

HDPS does not need to provide reasonable modifications or accommodations that HDPS can demonstrate would fundamentally alter the nature of its services, programs, or activities.

How to Ask for a Reasonable Modification or Accommodation

If you want or need a reasonable modification or accommodation, ask your case manager, the Facility ADA Coordinator, or any staff member for a request form (*Form PSD 8773, Request for Accommodation/Modification*). If you need help filling out the form, you may ask a staff member to assist you.

How to File an ADA Grievance

You have the right to file a grievance related to disability discrimination, including if you are denied a request for reasonable modification or accommodation, in accordance with the HDPS ADA Grievance Procedure. The Statewide ADA Coordinator [INSERT NAME] and your ADA Facility Coordinator [INSERT NAME] will review your grievance and respond accordingly.

YOUR FACILITY ADA COORDINATOR IS:

[INSERT NAME]

Women's Community Correctional Center					
No.	Location	2010 Standards Citations	Violations	Requirement/Action Required	Completion Date
Olomana Cottage					
1	<i>Visitor Toilet Room</i>	206.4, 206.5, 309.4, 404.2.7	There is no door hardware on the exterior of the toilet room door.	Provide a door with hardware, mounted between 34 and 48 inches high, that is operable with one hand and does not require tight grasping, pinching, or twisting of the wrist and requires no more than 5 pounds of force to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs.	6 months
2		213.3.4, 306, 606.2, 606.3	The apron of the lavatory is 26 1/2 inches above the finished floor.	Provide a lavatory with the top of the rim or counter 34 inches high or less; knee clearance at least 30 inches wide, between 9 inches and 27 inches high, extending between 11 and 25 inches deep at 9 inches high, and extending at least 8 inches deep at 27 inches high; and toe clearance at least 30 inches wide and 9 inches high, and extending between 17 and 25 inches deep under the lavatory.	36 months
3		213.3.4, 606.3, 606.4,	The lavatory pipes are not covered or otherwise designed to protect against contact.	Provide a lavatory with the water and supply drain pipes are insulated or otherwise configured to protect against contact.	6 months
4		213.3.5, 603.3	The reflective surface of the mirror is mounted 42 inches above the floor.	Provide a mirror with the bottom edge of its reflectivg surface no more than 40 inches above the finished floor.	3 months
5		205.1, 305, 308.2, 308.3	The soap dispenser is mounted 63 inches above the finished foor with a 16 inch reach over the lavatory.	Operable parts and controls of this element shall be no more than 44 inches high if over an obstruction between 20 and 25 inches deep (for a forward reach, obstructions may not be deeper than 25 inches and obstructions must allow knee space); or mounted not more than 48 inches high for a side reach, or no more than 46 inches high if over an obstruction between 10 and 24 inches deep (for a side reach, obstruction may not be deeper than 24 inches); and accompanied by clear floor space of 30 inches by 48 inches that allows a forward or parallel approach, respectively, by a person using a wheelchair.	3 months
6		205.1, 305, 308.2, 308.3	The toilet seat cover dispenser is mounted 59 inches above the floor and is obstructed by the toilet.	Operable parts and controls of this element shall be no more than 48 inches high for a forward reach, or no more than 44 inches high if over an obstruction between 20 and 25 inches deep (for a forward reach, obstructions may not be deeper than 25 inches and obstructions must allow knee space); or mounted not more than 48 inches high for a side reach, or no more than 46 inches high if over an obstruction between 10 and 24 inches deep (for a side reach, obstruction may not be deeper than 24 inches); and accompanied by clear floor space of 30 inches by 48 inches that allows a forward or parallel approach, respectively, by a person using a wheelchair.	6 months
7		213.3.2, 604.7, 609.3	The toilet paper dispenser is located 5 inches in front of the water closet.	Provide a toilet paper dispenser that is mounted with its centerline between 7 and 9 inches from the front of the toilet and with its outlet between 15 and 48 inches high with continuous paper flow that does not control delivery. The dispenser shall be mounted either at least 1½ inches below the side grab bar or at least 12 inches above the side grab bar.	6 months
8	<i>Olomana C Administrative Segregation (Cell 7):</i>	213.3.4, 306, 606.2, 606.3	The apron of the lavatory is 26 inches above the finished floor.	Provide a lavatory with the top of the rim or counter 34 inches high or less; knee clearance at least 30 inches wide, between 9 inches and 27 inches high, extending between 11 and 25 inches deep at 9 inches high, and extending at least 8 inches deep at 27 inches high; and toe clearance at least 30 inches wide and 9 inches high, and extending between 17 and 25 inches deep under the lavatory.	36 months
9		213.3.5, 603.3	The reflective surface of the mirror is mounted 41 inches above the floor.	Provide a mirror with the bottom edge of its reflectivg surface no more than 40 inches above the finished floor.	3 months
10		226, 305, 306, 902	The desk has a clear space width of 22 1/2 inches.	Provide a desk with clear floor space 30 inches wide by 48 inches deep positioned for a forward approach; with toe clearance extended 17 inches minimum under the element; with knee clearance at least 11 inches deep at 9 inches high and at least 8 inches deep at 27 inches high; and with a dining or work surface between 28 inches and 34 inches high. They shall be distributed throughout the facility, if applicable.	24 months

108	Toilet Room	213.3.5, 603.3	The reflective surface of the mirror is mounted more than 40 inches above the floor.	Provide a mirror with the bottom edge of its reflectivg surface no more than 40 inches above the finished floor.	3 months
109		205.1, 305, 308.2, 308.3	Soap dispenser is mounted more than 48 inches above the floor.	Operable parts and controls of this element shall be no more than 48 inches high for a forward reach, or no more than 44 inches high if over an obstruction between 20 and 25 inches deep (for a forward reach, obstructions may not be deeper than 25 inches and obstructions must allow knee space); or mounted not more than 48 inches high for a side reach, or no more than 46 inches high if over an obstruction between 10 and 24 inches deep (for a side reach, obstructions may not be deeper than 24 inches); and accompanied by clear floor space of 30 inches by 48 inches that allows a forward or parallel approach, respectively, by a person using a wheelchair.	3 months
110		213.3.3, 305, 308.2, 309.4, 605; 28 C.F.R. § 35.133	Urinal is not operational.	Provide a stall-type or a wall-hung urinal with a rim mounted 17 inches high or less; a depth of at least 13½ inches from the outer face to the rear of the urinal; a clear floor space at least 30 inches wide and 48 inches deep positioned for a forward approach; and a flush control between 15 and 48 inches high or an automatic flush. Maintain this feature in operable working condition.	12 months
111		604.5.1	The far end of the side grab bar extends 51 inches from the rear wall.	Provide a side bar that is at least 42 inches long and mounted a maximum 12 inches from the back wall. The end of the grab bar must extend a minimum of 54 inches from the back wall.	6 months
112		213.3.2, 309.4, 604.6	The flush control is mounted on the closed side of the toilet.	Provide a flush control mounted on the "open" side of the toilet's clear floor space, between 15 and 48 inches high, and requiring a maximum of 5 pounds of force to operate; or provide an automatic flush device.	6 months
113	Entrance to Gymnasium	206.5, 302, 303, 404.2.5.	There is a one inch threshold at the door into the gymnasium	Provide an accessible door with a threshold that is no more than ¼ inch high, or is between ¼ inch and ½ inch high (¾ inch high if the threshold is existing or altered) and is beveled with a slope no greater than 50%.	6 months

Halawa Correctional Facility - Special Needs / High Facility					
No.	Location	2010 Standards Citations	Violations	Requirement/Action Required	Completion Date
Visiting Area					
114	Entrance to Visitor Lobby- Ramp	206.1, 405, 505.2	The ramp at the entrance into the building is noncompliant.	Provide a ramp that is at least 36 inches wide with a slope not exceeding 8.33% and a cross slope not exceeding 2%; with level landings at least as wide as the ramp and 60 inches long at the top and bottom of the ramp; with level landings measuring at least 60 inches by 60 inches when the ramp changes direction; with no level changes in excess of ½ inch vertically and no level changes greater than ¼ inch vertically unless they are beveled with a slope no greater than 50%; and with edge protection that is at least 2 inches high at the drop off sides. Provide handrails that are between 1¼ inches and 1½ inches in diameter such that the inside handrail is continuous and both handrails have a continuous gripping surface along both sides of the ramp extending at least 12 inches beyond the top and bottom of the ramp parallel with the ground surface; the handrails do not rotate within their fittings; and both handrails are mounted with the tops between 34 inches and 38 inches above the ramp surface and at least 1½ inches from the wall, with ends rounded or returned smoothly to the floor, wall, or post. Alternatively, provide a wheelchair and a wheelchair pusher for inmates who cannot ambulate this walkway.	24 months
115	Unisex Single-User Toilet Room	206.5, 404.2.9	The door requires 9 pounds of force to open.	Provide a door that requires no more than 5 pounds of force to open (not including the initial force needed to overcome inertia, retracting bolts, etc.).	6 months
116		213.3.5, 603.3	The reflective surface of the mirror is mounted 47 inches above the floor.	Provide a mirror with the bottom edge of its reflecting surface no more than 40 inches above the finished floor.	3 months
117		213.3.4, 606.3, 606.4	The lavatory pipes are not covered or otherwise designed to protect against contact.	Provide a lavatory with the water and supply drain pipes are insulated or otherwise configured to protect against contact.	6 months
118		213.3.2, 604.4	The toilet seat is 16 inches above the floor.	Provide a toilet with the top of the seat 17 to 19 inches high. The seat shall not be sprung to return to a lifted position.	6 months
119		213.3.2, 604.5, 609.3	Space between side grab bar and wall is 3"	Provide grab bars that have at least 1½ inches between the grab bar and any object projecting beside or below it.	6 months
120		213.3.2, 604.5, 609.3.	Seat covers obstruct side grab bar	Provide a side grab bar that has at least 12 inches between the grab bar and any object projecting above it.	6 months
121		213.3.2, 604.5, 609.3	Space between rear grab bar and wall is 3"	Provide grab bars that have at least 1½ inches between the grab bar and any object projecting beside or below it.	6 months
122		213.3.2, 604.5.2	Rear grab bar is 24" long	Provide a rear grab bar that is at least 36 inches long (except where wall space does not permit it due to the location of a recessed fixture, in which case the grab bar may be 24 inches long and centered on the toilet), extending 12 inches from the toilet centerline on one side and 24 inches from the toilet centerline on the other side (except where an administrative authority requires flush controls to be located in a position that conflicts with the location of the rear grab bar, in which case the bar may be split or shifted to the open side).	6 months
Special Holding Unit					
123	Module 5 - RAD Unit	28 C.F.R. §35.151(k), 232, 807.	There is less than 3% of the total number of accessible cells provided in Module 5.	For new and altered facilities, the prison shall provide a minimum of 3% accessible cells, but no fewer than one, of the total number of cells in Administrative Segregation. To be accessible, all of the cells' elements, including door, clear floor space, water closet, grab bars, lavatory, mirror, bed, desk, controls, and dispensers comply with the ADA Standards.	36 months
124	Law Library	226, 305, 306, 902	The law library kiosk is not accessible to people with mobility disabilities	At least 5% (but no fewer than 1) of dining or work surfaces shall be available for use by people with mobility disabilities. Each accessible dining or work surface shall be on an accessible route; with clear floor space 30 inches wide by 48 inches deep positioned for a forward approach; with toe clearance extended 17 inches minimum under the element; with knee clearance at least 11 inches deep at 9 inches high and at least 8 inches deep at 27 inches high; and with a dining or work surface between 28 inches and 34 inches high. They shall be distributed throughout the facility, if applicable.	6 months

Oahu Community Correctional Center					
No.	Location	2010 Standards Citations	Violations	Requirement/Action Required	Completion Date
Module 20					
125	<i>C & D Units</i> <i>Toilets / Bathrooms</i>	213.3.2, 604.2	The centerline of the toilet is 19 inches from the side wall.	Provide a toilet with its centerline between 16 and 18 inches from the near side wall.	36 months
126		2.13.3.6, 608.2.1, 610	The shower compartment is 36 inches by 34 inches and there is only 11 inches of transfer space on the side opposite the controls.	The shower compartment shall be 36 inches by 36 inches, the entrance shall be at least 36 inches wide, and clearance adjacent to the opening shall be 36 inches wide by 48 inches long measured from the control wall (so that the clearance extends beyond the seat).	36 months
127		213.3.6, 608.6	The handheld shower spray is mounted 53 inches above the floor.	Provide a shower spray unit with a hose at least 59 inches long that can be used both as a fixed shower head and as a hand-held shower, with an on/off control with a non-positive shutoff, that delivers water no hotter than 120 degrees. In facilities that are not medical care facilities, long-term care facilities, transient lodging guest rooms, or residential dwelling units, a fixed shower head mounted at 48 inches above the shower floor may be used in lieu of a hand-held shower head.	12 months
128		213.3.6, 610.3	There is no fixed shower seat provided.	In transfer type shower compartments, provide a seat mounted between 17 and 19 inches high on the wall opposite the controls extending from within 1½ inches of the back wall to within 3 inches of the compartment entry. If the seat is rectangular, it should extend from 2½ inches to between 15 and 16 inches from the wall on which it is mounted. If the seat is L-shaped, the portion near the compartment entry should extend from 2½ inches to between 15 and 16 inches from the wall on which it is mounted, and the portion near the back wall should extend between 14 and 15 inches from the back wall and between 22 and 23 inches from the wall on which it is mounted.	36 months
129		205.1, 305, 308.2, 308.3	The coathooks are mounted at 63 inches above the finish floor.	Operable parts and controls of this element shall be no more than 48 inches high for a forward reach, or no more than 44 inches high if over an obstruction between 20 and 25 inches deep (for a forward reach, obstructions may not be deeper than 25 inches and obstructions must allow knee space); or mounted not more than 48 inches high for a side reach, or no more than 46 inches high if over an obstruction between 10 and 24 inches deep (for a side reach, obstructions may not be deeper than 24 inches); and accompanied by clear floor space of 30 inches by 48 inches that allows a forward or parallel approach, respectively, by a person using a wheelchair.	6 months
130		213.3.6, 608	The bench obstructs the maneuvering clearance at the shower opening.	Provide a transfer shower where the entrance shall be at least 36 inches wide, and clearance adjacent to the opening shall be 36 inches wide by 48 inches long measured from the control wall (so that the clearance extends beyond the seat)	6 months
131		222.1, 305, 803.4, 903	The bench is 11 inches deep with short end attached at the wall.	Provide a bench with a seat at least 42 inches long and between 20 and 24 inches deep that is either affixed to a wall or has a back support that is at least 42 inches long, is no more than 2½ inches horizontally from the rear edge of the seat, and extends from no more than 2 inches to at least 18 inches above the seat. The top of the seat shall be between 17 and 19 inches high and shall provide clear floor space at the end of the bench parallel to the bench's short axis.	6 months
132	<i>A & B Units</i> <i>Toilets / Bathrooms</i>	213.3.2, 604.2	The centerline of the toilet is 19 inches from the side wall.	Provide a toilet with its centerline between 16 and 18 inches from the near side wall.	36 months
133		2.13.3.6, 608.2.1, 610	The shower compartment is 36 inches by 34 inches and there is only 11 inches of transfer space on the side opposite the controls.	The shower compartment shall be 36 inches by 36 inches, the entrance shall be at least 36 inches wide, and clearance adjacent to the opening shall be 36 inches wide by 48 inches long measured from the control wall (so that the clearance extends beyond the seat).	36 months

134		213.3.6, 608.6	The handheld shower spray is mounted 53 inches above the floor.	Provide a shower spray unit with a hose at least 59 inches long that can be used both as a fixed shower head and as a hand-held shower, with an on/off control with a non-positive shutoff, that delivers water no hotter than 120 degrees. In facilities that are not medical care facilities, long-term care facilities, transient lodging guest rooms, or residential dwelling units, a fixed shower head mounted at 48 inches above the shower floor may be used in lieu of a hand-held shower head.	12 months
135		205.1, 305, 308.2, 308.3	The coathooks are mounted at 63 inches above the finish floor.	Operable parts and controls of this element shall be no more than 48 inches high for a forward reach, or no more than 44 inches high if over an obstruction between 20 and 25 inches deep (for a forward reach, obstructions may not be deeper than 25 inches and obstructions must allow knee space); or mounted not more than 48 inches high for a side reach, or no more than 46 inches high if over an obstruction between 10 and 24 inches deep (for a side reach, obstructions may not be deeper than 24 inches); and accompanied by clear floor space of 30 inches by 48 inches that allows a forward or parallel approach, respectively, by a person using a wheelchair.	36 months
136	A, B, C, D Units Dorms	28 C.F.R. §35.151(k), 232, 807.	There is one accessible bed provided.	For new and altered facilities, the prison shall provide a minimum of 3% accessible cells (2), but no fewer than one, of the total number of cells in Administrative Segregation. To be accessible, all of the cells' elements, including door, clear floor space, water closet, grab bars, lavatory, mirror, bed, desk, controls, and dispensers comply with the ADA Standards.	12 months
137	Recreation Area	226, 305, 306, 902	None of the outdoor tables are accessible.	At least 5% (but no fewer than 1) of dining or work surfaces shall be available for use by people with mobility disabilities. Each accessible dining or work surface shall be on an accessible route; with clear floor space 30 inches wide by 48 inches deep positioned for a forward approach; with toe clearance extended 17 inches minimum under the element; with knee clearance at least 11 inches deep at 9 inches high and at least 8 inches deep at 27 inches high; and with a dining or work surface between 28 inches and 34 inches high. They shall be distributed throughout the facility, if applicable.	12 months
Module 5 - Intake Unit					
138	Men's Toilet and Shower	204, 205, 206, 213, 216, 225, 301.1, 401.1, 601.1, 703, 811	The toilet and lavatory are not accessible.	Provide an accessible toilet room such that all of the room's elements, including signage, door, door hardware, clear floor space, toilet, stall size and arrangement (if any), urinal (if provided), grab bars, lavatory, mirror, controls, and dispensers, comply with the Standards.	36 months
139		206.5, 213.2, 213.3.6, 404, 603, 608	There is no accessible shower.	Provide a transfer shower that is exactly 36 inches wide and 36 inches deep with a 48 inch long and 36 inch wide clear floor space alongside the shower opening, and an L-shaped shower seat mounted on the wall opposite the controls and extending the full depth of the stall; OR a shower that is at least 30 inches deep and 60 inches wide with no curb or threshold and with a 36 inch deep and 60 inch wide clear floor space at the shower opening. Ensure that the shower has grab bars, controls, a shower spray unit, and a seat, curb, and enclosure, if provided, that comply fully with the Standards.	36 months
140	Women's Toilet and Shower	204, 205, 206, 213, 216, 225, 301.1, 401.1, 601.1, 703, 811	The toilet and lavatory are not accessible.	Provide an accessible toilet room such that all of the room's elements, including signage, door, door hardware, clear floor space, toilet, stall size and arrangement (if any), urinal (if provided), grab bars, lavatory, mirror, controls, and dispensers, comply with the Standards.	36 months
141		206.5, 213.2, 213.3.6, 404, 603, 608	There is no accessible shower.	Provide a transfer shower that is exactly 36 inches wide and 36 inches deep with a 48 inch long and 36 inch wide clear floor space alongside the shower opening, and an L-shaped shower seat mounted on the wall opposite the controls and extending the full depth of the stall; OR a shower that is at least 30 inches deep and 60 inches wide with no curb or threshold and with a 36 inch deep and 60 inch wide clear floor space at the shower opening. Ensure that the shower has grab bars, controls, a shower spray unit, and a seat, curb, and enclosure, if provided, that comply fully with the Standards.	36 months
142	Dental office	206, 403.5.1	There is no accessible route to the dental chair.	Provide to each area, feature, or element described an accessible route with a minimum clear width of 36 inches, except that the width may decrease to 32 inches for a depth of no more than 24 inches.	3 months
143	Medical Unit	204, 205, 206, 213, 216, 225, 301.1, 401.1, 601.1, 703, 811	There are no accessible features in the men's or women's toilet rooms.	Provide an accessible toilet room such that all of the room's elements, including signage, door, door hardware, clear floor space, toilet, stall size and arrangement (if any), urinal (if provided), grab bars, lavatory, mirror, controls, and dispensers, comply with the Standards.	36 months

144	Medical Unit - Route to toilet rooms	Standards §§ 206, 301.1, 401.1.	The trash can obstructs accessible route to toilet rooms.	To each area, feature, or element described, provide at least one accessible route that coincides with or is located in the same area as general circulation paths. The accessible route must have a minimum clear width of 36 inches (except that it may narrow to no less than 32 inches for a length of no more than 24 inches), or a minimum clear width of 42 inches if there is a U-turn around an obstruction less than 48 inches wide; have passing spaces at least every 200 feet; have a minimum clear headroom of 80 inches; have a surface that is firm, stable, and slip resistant; have, in the absence of a curb ramp, ramp, elevator, or platform lift, no level changes in excess of ½ inch vertically; have no level changes greater than ¼ inch vertically unless they are beveled with a slope no greater than 50%; and have a running slope no greater than 5% (or have been constructed as a fully accessible ramp) and a cross slope no greater than 2.08%.	3 months
145	Infirmery	204, 205, 206, 213, 216, 225, 301.1, 401.1, 601.1, 703, 811	The toilet and lavatory are not accessible.	Provide an accessible toilet room such that all of the room’s elements, including signage, door, door hardware, clear floor space, toilet, stall size and arrangement (if any), urinal (if provided), grab bars, lavatory, mirror, controls, and dispensers, comply with the Standards.	36 months
146		206.5, 213.2, 213.3.6, 404, 603, 608	There is no accessible shower.	Provide a transfer shower that is exactly 36 inches wide and 36 inches deep with a 48 inch long and 36 inch wide clear floor space alongside the shower opening, and an L-shaped shower seat mounted on the wall opposite the controls and extending the full depth of the stall; OR a shower that is at least 30 inches deep and 60 inches wide with no curb or threshold and with a 36 inch deep and 60 inch wide clear floor space at the shower opening. Ensure that the shower has grab bars, controls, a shower spray unit, and a seat, curb, and enclosure, if provided, that comply fully with the Standards.	36 months
Module 8 - Women's Acute Mental Health Unit					
147		206.5, 213.2, 213.3.6, 404, 603, 608	There is no accessible shower.	Provide a transfer shower that is exactly 36 inches wide and 36 inches deep with a 48 inch long and 36 inch wide clear floor space alongside the shower opening, and an L-shaped shower seat mounted on the wall opposite the controls and extending the full depth of the stall; OR a shower that is at least 30 inches deep and 60 inches wide with no curb or threshold and with a 36 inch deep and 60 inch wide clear floor space at the shower opening. Ensure that the shower has grab bars, controls, a shower spray unit, and a seat, curb, and enclosure, if provided, that comply fully with the Standards.	36 months
148		28 C.F.R. §35.151(k), 232, 807.	There is less than 3% of the total number of accessible cells provided in Module 8.	For new and altered facilities, the prison shall provide a minimum of 3% accessible cells, but no fewer than one, of the total number of cells in Administrative Segregation. To be accessible, all of the cells' elements, including door, clear floor space, water closet, grab bars, lavatory, mirror, bed, desk, controls, and dispensers comply with the ADA Standards.	36 months
Module 3 - Women's General Population, Medium Security					
149		206.5, 213.2, 213.3.6, 404, 603, 608	There is no accessible shower.	Provide a transfer shower that is exactly 36 inches wide and 36 inches deep with a 48 inch long and 36 inch wide clear floor space alongside the shower opening, and an L-shaped shower seat mounted on the wall opposite the controls and extending the full depth of the stall; OR a shower that is at least 30 inches deep and 60 inches wide with no curb or threshold and with a 36 inch deep and 60 inch wide clear floor space at the shower opening. Ensure that the shower has grab bars, controls, a shower spray unit, and a seat, curb, and enclosure, if provided, that comply fully with the Standards.	12 months
150		226, 305, 306, 902	None of the tables in the module are accessible.	At least 5% (but no fewer than 1) of dining or work surfaces shall be available for use by people with mobility disabilities. Each accessible dining or work surface shall be on an accessible route; with clear floor space 30 inches wide by 48 inches deep positioned for a forward approach; with toe clearance extended 17 inches minimum under the element; with knee clearance at least 11 inches deep at 9 inches high and at least 8 inches deep at 27 inches high; and with a dining or work surface between 28 inches and 34 inches high. They shall be distributed throughout the facility, if applicable.	6 months
Module 2 - Limited Mobility					
151		205, 206, 213, 301.1, 401.1, 601.1	The toilet in the designated accessible cell has no accessible features.	Provide an accessible toilet room such that all of the room’s elements, including clear floor space, toilet, stall size and arrangement (if any), grab bars, lavatory, mirror, controls, and dispensers, comply with the Standards.	36 months
152		206.5, 213.2, 213.3.6, 404, 603, 608	There is no accessible shower.	Provide a transfer shower that is exactly 36 inches wide and 36 inches deep with a 48 inch long and 36 inch wide clear floor space alongside the shower opening, and an L-shaped shower seat mounted on the wall opposite the controls and extending the full depth of the stall; OR a shower that is at least 30 inches deep and 60 inches wide with no curb or threshold and with a 36 inch deep and 60 inch wide clear floor space at the shower opening. Ensure that the shower has grab bars, controls, a shower spray unit, and a seat, curb, and enclosure, if provided, that comply fully with the Standards.	36 months

Module 1 - Male Acute Mental Health Unit					
153		206.5, 213.2, 213.3.6, 404, 603, 608	There is no accessible shower.	Provide a transfer shower that is exactly 36 inches wide and 36 inches deep with a 48 inch long and 36 inch wide clear floor space alongside the shower opening, and an L-shaped shower seat mounted on the wall opposite the controls and extending the full depth of the stall; OR a shower that is at least 30 inches deep and 60 inches wide with no curb or threshold and with a 36 inch deep and 60 inch wide clear floor space at the shower opening. Ensure that the shower has grab bars, controls, a shower spray unit, and a seat, curb, and enclosure, if provided, that comply fully with the Standards.	36 months
154		213.3.4, 305, 306, 309, 606.	The lavatory in shower area is not accessible.	Provide at least 5% of all lavatories and sinks with the top of the rim or counter 34 inches high or less; knee clearance at least 30 inches wide, between 9 inches and 27 inches high, extending between 11 and 25 inches deep at 9 inches high, and extending at least 8 inches deep at 27 inches high; and toe clearance at least 30 inches wide and 9 inches high, and extending between 17 and 25 inches deep under the lavatory; water supply and drain pipes insulated or otherwise configured to protect against contact; no sharp or abrasive surfaces underneath; clear floor space at least 30 inches wide by 48 inches deep positioned for a forward approach (except that a parallel approach with no knee and toe clearance can be provided at a kitchen sink where there is no cook top or conventional range and at wet bars); and a faucet that can be operated with no more than 5 pounds of force and can be used with one hand and without tight grasping, pinching, or twisting of the wrist (lever-operated, push-type, and electronically controlled mechanisms are examples of acceptable designs). Hand-operated metering faucets shall remain open for at least 10 seconds.	12 months
155		28 C.F.R. §35.151(k), 232, 807.	There is less than 3% of the total number of accessible cells provided in Module 1.	For new and altered facilities, the prison shall provide a minimum of 3% accessible cells, but no fewer than one, of the total number of cells in Administrative Segregation. To be accessible, all of the cells' elements, including door, clear floor space, water closet, grab bars, lavatory, mirror, bed, desk, controls, and dispensers comply with the ADA Standards.	36 months
Interior Recreation Yards					
156		206, 303	The routes into the interior recreation yards have a step.	Provide an accessible route to each area, feature, or element described such that level changes in excess of ½ inch are ramped (or otherwise made accessible); level changes with exposed edges of up to 90 degrees are not more than ¼ inch high; and level changes between ½ inch and ¾ inch high are beveled with a slope no greater than 50% (or up to ¼ inch vertical and at least ¼ inch beveled).	6 months
Toilet Room near Library					
157		213.3.2, 604.3	The clear floor space at the toilet is obstructed by a second toilet.	Provide clearance at the toilet that is at least 60 inches wide and 56 inches deep. This clearance may overlap with the toilet, grab bars, dispensers, coat hooks, shelves, accessible routes, clear floor space and clearances for other fixtures, and turning space; but no other fixtures or obstructions, including lavatories, may be located within this clearance.	12 months
158		213.3.2, 309.4, 604.6	The flush control is mounted on the closed side of the toilet.	Provide a flush control mounted on the "open" side of the toilet's clear floor space, between 15 and 48 inches high, and requiring a maximum of 5 pounds of force to operate; or provide an automatic flush device.	6 months
159		213.3.2, 604.5, 609.3	The side grab bar is obstructed by toilet paper dispenser.	Provide grab bars that have at least 1½ inches between the grab bar and any object projecting beside or below it and at least 12 inches between the grab bar and any object projecting above it.	6 months
160		213.3.3, 305, 308.2, 309.4, 605.	The urinals are mounted with the rim mounted approximately 20 inches above the finished floor.	Provide a stall-type or a wall-hung urinal with a rim mounted 17 inches high or less; a depth of at least 13½ inches from the outer face to the rear of the urinal; a clear floor space at least 30 inches wide and 48 inches deep positioned for a forward approach; and a flush control between 15 and 48 inches high or an automatic flush.	36 months
161		213.3.4, 306, 606.2, 606.3	The apron of the lavatory is 25 inches above the finished floor.	Provide a lavatory with the top of the rim or counter 34 inches high or less; knee clearance at least 30 inches wide, between 9 inches and 27 inches high, extending between 11 and 25 inches deep at 9 inches high, and extending at least 8 inches deep at 27 inches high; and toe clearance at least 30 inches wide and 9 inches high, and extending between 17 and 25 inches deep under the lavatory.	36 months

162		213.3.4, 606.3, 606.4,	The pipes are not covered or otherwise designed to protect against contact.	Provide at least 5% of all lavatories and sinks with the top of the rim or counter 34 inches high or less; knee clearance at least 30 inches wide, between 9 inches and 27 inches high, extending between 11 and 25 inches deep at 9 inches high, and extending at least 8 inches deep at 27 inches high; and toe clearance at least 30 inches wide and 9 inches high, and extending between 17 and 25 inches deep under the lavatory; water supply and drain pipes insulated or otherwise configured to protect against contact. Provide a faucet that can be operated with no more than 5 pounds of force and can be used with one hand and without tight grasping, pinching, or twisting of the wrist (lever-operated, push-type, and electronically controlled mechanisms are examples of acceptable designs).	6 months
163		205.1, 305, 308.2, 308.3	The soap dispenser is mounted 49 inches above the finished floor.	Operable parts and controls of this element shall be no more than 48 inches high for a forward reach, or no more than 44 inches high if over an obstruction between 20 and 25 inches deep (for a forward reach, obstructions may not be deeper than 25 inches and obstructions must allow knee space); or mounted not more than 48 inches high for a side reach, or no more than 46 inches high if over an obstruction between 10 and 24 inches deep (for a side reach, obstruction may not be deeper than 24 inches); and accompanied by clear floor space of 30 inches by 48 inches that allows a forward or parallel approach, respectively, by a person using a wheelchair.	6 months
Recreation Field/Ballfield					
164	<i>Toilet Room</i>	204, 205, 206, 213, 216, 225, 301.1, 401.1, 601.1, 703, 811	The toilet and lavatory are not accessible.	Provide an accessible toilet room such that all of the room's elements, including signage, door, door hardware, clear floor space, toilet, stall size and arrangement (if any), urinal (if provided), grab bars, lavatory, mirror, controls, and dispensers, comply with the Standards.	36 months
Visitation					
165	<i>Visitation Booths</i>	232.5, 305, 306, 902, 904.4.2, 904.6.	There is no accessible visitation booth on the detainee side.	Provide a visitation or other such area such that at least 5% of cubicles provide accessible clear floor space and work surfaces on both the visitor and detainee sides. Where counters are provided, provide at least one that is, on both the visitor and detainee side, at least 30 inches long and no more than 36 inches high, with knee space and clear floor space provided under the counter. Where solid partitions or security glazing separate visitors from detainees, at least one of each type shall have a method to facilitate voice communication.	36 months
166	<i>Interview Rooms</i>	206.5, 305, 308, 309.4, 404.2.3, 404.3.1.	The interview room doors have a clear width opening of 29 inches.	Provide a door that has at least one active leaf with a clear opening at least 32 inches wide when measured from the face of the door to the edge of the other door when one door is opened 90 degrees OR provide an automatic opener that opens both doors simultaneously, even with the power off. Automatic door opener operating devices shall be easy to operate with one hand; shall not require tight grasping, pinching, or twisting of the wrist to operate; shall not require more than 5 pounds of force to operate; shall be mounted between 15 and 48 inches high on an accessible route; and shall be accompanied by a clear floor space that is 48 inches by 30 inches and is beyond the arc of the door's swing.	36 months
167	<i>Visitor's Toilet Room; Men's and Women's</i>	206.5, 404.2.9	The doors for both the men's and women's toilet rooms require 10 pound of force to operate.	Provide a door that requires no more than 5 pounds of force to open (not including the initial force needed to overcome inertia, retracting bolts, etc.).	6 months
168		213.3.4, 306, 606.2, 606.3	The apron of the lavatory is 26 inches above the finished floor.	Provide a lavatory with the top of the rim or counter 34 inches high or less; knee clearance at least 30 inches wide, between 9 inches and 27 inches high, extending between 11 and 25 inches deep at 9 inches high, and extending at least 8 inches deep at 27 inches high; and toe clearance at least 30 inches wide and 9 inches high, and extending between 17 and 25 inches deep under the lavatory.	36 months
169		213.3.5, 603.3	The reflective surface of the mirror is mounted 49 inches above the floor.	Provide a mirror with the bottom edge of its reflective surface no more than 40 inches above the finished floor.	6 months
170		205.1, 305, 308.2, 308.3	The soap dispenser is mounted 49 inches above the finished floor.	Operable parts and controls of this element shall be no more than 48 inches high for a forward reach, or no more than 44 inches high if over an obstruction between 20 and 25 inches deep (for a forward reach, obstructions may not be deeper than 25 inches and obstructions must allow knee space); or mounted not more than 48 inches high for a side reach, or no more than 46 inches high if over an obstruction between 10 and 24 inches deep (for a side reach, obstruction may not be deeper than 24 inches); and accompanied by clear floor space of 30 inches by 48 inches that allows a forward or parallel approach, respectively, by a person using a wheelchair.	6 months

171		213.3.1, 404, 604.8.1.2	The toilet compartment door opening is 30 inches wide.	Provide a toilet compartment door complying with § 404 except that, if the approach is to the latch side of the compartment door, clearance between the door side of the compartment and any obstruction shall be at least 42 inches. Doors shall be located in the front partition or in the side wall or partition farthest from the toilet. If located in the front partition, the door opening shall be at least 4 inches from the side wall or partition farthest from the toilet. Where located in the side wall or partition, the door opening shall be at least 4 inches from the front partition. The door shall be self-closing, and a door pull complying with § 404.2.7 shall be placed on both sides of the door near the latch. Toilet compartment doors shall not swing into the minimum required compartment area.	36 months
172		205.1, 305, 308.2, 308.3	The coathook in the women's toilet compartment is mounted at 68 inches above the finish floor. The coathook in the men's toilet compartment is mounted at 72 inches above the finished floor.	Operable parts and controls of this element shall be no more than 48 inches high for a forward reach, or no more than 44 inches high if over an obstruction between 20 and 25 inches deep (for a forward reach, obstructions may not be deeper than 25 inches and obstructions must allow knee space); or mounted not more than 48 inches high for a side reach, or no more than 46 inches high if over an obstruction between 10 and 24 inches deep (for a side reach, obstructions may not be deeper than 24 inches); and accompanied by clear floor space of 30 inches by 48 inches that allows a forward or parallel approach, respectively, by a person using a wheelchair.	6 months
173		213.3.1, 301.1, 404, 604, 604.8.1, 609	There is no standard accessible stall provided.	Provide an accessible toilet compartment at least 60 inches wide and at least 59 inches deep (or at least 56 inches deep with a wall-mounted toilet) such that all of the compartment's elements, including door, door hardware, toilet, size and arrangement, toe clearances, grab bars, controls, and dispensers, comply with the Standards.	36 months
174		213.3.1, 604.2, 604.8.2	The designated accessible stall is 37 1/2 inches wide.	Provide at least one ambulatory accessible compartment that is at least 60 inches deep and between 35 and 37 inches wide with a self-closing door that does not swing into the minimum 60 inch depth; with parallel side grab bars complying with § 604.5.1 and § 609; with the centerline of the toilet between 17 and 19 inches from either side wall or partition; with a door pull on each side of the door near the latch. If the approach is to the latch side of the exterior of the compartment door, clearance between the door opening and any obstruction shall be at least 42 inches.	36 months
175		213.3.2, 604.5, 609.3.	The toilet paper dispenser is obstructing the left grab bar.	Provide grab bars that have at least 1½ inches between the grab bar and any object projecting beside or below it and at least 12 inches between the grab bar and any object projecting above it.	6 months
176		205.1, 305, 308.2, 308.3.	The toilet seat cover dispenser is mounted 52 inches above the finished floor, behind the toilet.	Operable parts and controls of this element shall be no more than 48 inches high for a forward reach, or no more than 44 inches high if over an obstruction between 20 and 25 inches deep (for a forward reach, obstructions may not be deeper than 25 inches and obstructions must allow knee space); or mounted not more than 48 inches high for a side reach, or no more than 46 inches high if over an obstruction between 10 and 24 inches deep (for a side reach, obstruction may not be deeper than 24 inches); and accompanied by clear floor space of 30 inches by 48 inches that allows a forward or parallel approach, respectively, by a person using a wheelchair.	6 months
Entrance Building					
177	Visitor's Single User Toilet Room	213.3.4, 606.3, 606.4,	The pipes are not covered or otherwise designed to protect against contact.	Provide at least 5% of all lavatories and sinks with the top of the rim or counter 34 inches high or less; knee clearance at least 30 inches wide, between 9 inches and 27 inches high, extending between 11 and 25 inches deep at 9 inches high, and extending at least 8 inches deep at 27 inches high; and toe clearance at least 30 inches wide and 9 inches high, and extending between 17 and 25 inches deep under the lavatory; water supply and drain pipes insulated or otherwise configured to protect against contact. Provide a faucet that can be operated with no more than 5 pounds of force and can be used with one hand and without tight grasping, pinching, or twisting of the wrist (lever-operated, push-type, and electronically controlled mechanisms are examples of acceptable designs).	36 months
178		213.3.5, 603.3	The reflective surface of the mirror is mounted 42 inches above the floor.	Provide a mirror with the bottom edge of its reflective surface no more than 40 inches above the finished floor.	6 months

179	205.1, 305, 308.2, 308.3	The soap dispenser is mounted 52 inches above the finished floor.	Operable parts and controls of this element shall be no more than 48 inches high for a forward reach, or no more than 44 inches high if over an obstruction between 20 and 25 inches deep (for a forward reach, obstructions may not be deeper than 25 inches and obstructions must allow knee space); or mounted not more than 48 inches high for a side reach, or no more than 46 inches high if over an obstruction between 10 and 24 inches deep (for a side reach, obstruction may not be deeper than 24 inches); and accompanied by clear floor space of 30 inches by 48 inches that allows a forward or parallel approach, respectively, by a person using a wheelchair.	6 months
180	205.1, 305, 308.2, 308.3	The paper towel dispenser is mounted 55 inches above the finished floor.	Operable parts and controls of this element shall be no more than 48 inches high for a forward reach, or no more than 44 inches high if over an obstruction between 20 and 25 inches deep (for a forward reach, obstructions may not be deeper than 25 inches and obstructions must allow knee space); or mounted not more than 48 inches high for a side reach, or no more than 46 inches high if over an obstruction between 10 and 24 inches deep (for a side reach, obstruction may not be deeper than 24 inches); and accompanied by clear floor space of 30 inches by 48 inches that allows a forward or parallel approach, respectively, by a person using a wheelchair.	6 months
181	205.1, 305, 308.2, 308.3	The toilet seat cover dispenser is mounted 63 inches above the finished floor, behind the toilet.	Operable parts and controls of this element shall be no more than 48 inches high for a forward reach, or no more than 44 inches high if over an obstruction between 20 and 25 inches deep (for a forward reach, obstructions may not be deeper than 25 inches and obstructions must allow knee space); or mounted not more than 48 inches high for a side reach, or no more than 46 inches high if over an obstruction between 10 and 24 inches deep (for a side reach, obstruction may not be deeper than 24 inches); and accompanied by clear floor space of 30 inches by 48 inches that allows a forward or parallel approach, respectively, by a person using a wheelchair.	6 months
182	213.3.2, 309.4, 604.6	The flush control is mounted on the closed side of the toilet.	Provide a flush control mounted on the "open" side of the toilet's clear floor space, between 15 and 48 inches high, and requiring a maximum of 5 pounds of force to operate; or provide an automatic flush device.	6 months
183	213.3.2, 604.5, 609.3	The side grab bar is obstructed by toilet paper dispenser.	Provide grab bars that have at least 1½ inches between the grab bar and any object projecting beside or below it and at least 12 inches between the grab bar and any object projecting above it.	6 months

Waiawa Correctional Facility					
No	Location	2010 Standards Citations	Violations	Requirement/Action Required	Completion Date
Administrative Building					
184	<i>Men's Toilet Room</i>	213.3.4, 606.3, 606.4,	The pipes are not covered or otherwise designed to protect against contact.	Provide a lavatory with the water and supply drain pipes are insulated or otherwise configured to protect against contact.	6 months
185		213.3.2, 309.4, 604.6	The flush control is mounted on the closed side of the toilet.	Provide a flush control mounted on the "open" side of the toilet's clear floor space, between 15 and 48 inches high, and requiring a maximum of 5 pounds of force to operate; or provide an automatic flush device.	6 months
186		213.3.2, 604.4	The toilet seat is 16 inches above the floor.	Provide a toilet with the top of the seat 17 to 19 inches high. The seat shall not be sprung to return to a lifted position.	6 months
187		213.3.2, 604.2	The centerline of the toilet is 24 inches from the side wall.	Provide a toilet with its centerline between 16 and 18 inches from the near side wall.	6 months
188		213.3.2, 604.7, 609.3	The toilet paper dispenser is located 4 inches in front of the water closet.	Provide a toilet paper dispenser that is mounted with its centerline between 7 and 9 inches from the front of the toilet and with its outlet between 15 and 48 inches high with continuous paper flow that does not control delivery. The dispenser shall be mounted either at least 1½ inches below the side grab bar or at least 12 inches above the side grab bar.	3 months
189	<i>Women's Toilet Room</i>	213.3.2, 604.4	The toilet seat is 16 inches above the floor.	Provide a toilet with the top of the seat 17 to 19 inches high. The seat shall not be sprung to return to a lifted position.	6 months
190		213.3.2, 604.2	The centerline of the toilet is 22 inches from the side wall.	Provide a toilet with its centerline between 16 and 18 inches from the near side wall.	6 months
191		213.3.2, 604.7, 609.3	The toilet paper dispenser is located 4 inches in front of the water closet.	Provide a toilet paper dispenser that is mounted with its centerline between 7 and 9 inches from the front of the toilet and with its outlet between 15 and 48 inches high with continuous paper flow that does not control delivery. The dispenser shall be mounted either at least 1½ inches below the side grab bar or at least 12 inches above the side grab bar.	3 months
192		213.3.2, 604.5.2	The rear grab bar is mounted 7 inches from the centerline.	Provide a rear grab bar that is at least 36 inches long (except where wall space does not permit it due to the location of a recessed fixture, in which case the grab bar may be 24 inches long and centered on the toilet), extending 12 inches from the toilet centerline on one side and 24 inches from the toilet centerline on the other side (except where an administrative authority requires flush controls to be located in a position that conflicts with the location of the rear grab bar, in which case the bar may be split or shifted to the open side).	6 months
Medical Unit					
193	<i>Waiting Area Toilet Room</i>	213.3.2, 309.4, 604.6	The flush control is mounted on the closed side of the toilet.	Provide a flush control mounted on the "open" side of the toilet's clear floor space, between 15 and 48 inches high, and requiring a maximum of 5 pounds of force to operate; or provide an automatic flush device.	6 months
194		213.3.5, 603.3	The reflective surface of the mirror is mounted 42 inches above the floor.	Provide a mirror with the bottom edge of its reflectivg surface no more than 40 inches above the finished floor.	3 months
195		213.3.2, 604.4	The toilet seat is 15 inches above the floor.	Provide a toilet with the top of the seat 17 to 19 inches high. The seat shall not be sprung to return to a lifted position.	3 months
196		213.3.2, 604.7, 609.3	The toilet paper dispenser is located 4 inches in front of the water closet.	Provide a toilet paper dispenser that is mounted with its centerline between 7 and 9 inches from the front of the toilet and with its outlet between 15 and 48 inches high with continuous paper flow that does not control delivery. The dispenser shall be mounted either at least 1½ inches below the side grab bar or at least 12 inches above the side grab bar.	3 months

197		213.3.2, 604.3.	There is insufficient clearance at the toilet.	Provide clearance at the toilet that is at least 60 inches wide and 56 inches deep. This clearance may overlap with the toilet, grab bars, dispensers, sanitary napkin disposal, coat hooks, shelves, accessible routes, clear floor space and clearances for other fixtures, and turning space; but no other fixtures or obstructions, including lavatories, may be located within this clearance.	12 months
Education Building					
198	Entrance	206.5, 305, 308, 309.4, 404.2.3, 404.3.1.	The entry door has a clear width opening of 27 inches for a single leaf.	Provide a door that has at least one active leaf with a clear opening at least 32 inches wide when measured from the face of the door to the edge of the other door when one door is opened 90 degrees OR provide an automatic opener that opens both doors simultaneously, even with the power off. Automatic door opener operating devices shall be easy to operate with one hand; shall not require tight grasping, pinching, or twisting of the wrist to operate; shall not require more than 5 pounds of force to operate; shall be mounted between 15 and 48 inches high on an accessible route; and shall be accompanied by a clear floor space that is 48 inches by 30 inches and is beyond the arc of the door's swing.	12 months
199		206.5, 302, 303, 404.2.5.	The entry door has a 2 inch threshold	Provide an accessible door with a threshold that is no more than ¼ inch high, or is between ¼ inch and ½ inch high (¾ inch high if the threshold is existing or altered) and is beveled with a slope no greater than 50%.	6 months
200	<i>Staff and ADA Toilet Room</i>	213.3.5, 603.3	The reflective surface of the mirror is mounted 44 inches above the floor.	Provide a mirror with the bottom edge of its reflectivg surface no more than 40 inches above the finished floor.	3 months
201		205.1, 305, 308.2, 308.3	The paper towel dispenser is mounted 54 inches above the finished floor, behind the toilet.	Operable parts and controls of this element shall be no more than 48 inches high for a forward reach, or no more than 44 inches high if over an obstruction between 20 and 25 inches deep (for a forward reach, obstructions may not be deeper than 25 inches and obstructions must allow knee space); or mounted not more than 48 inches high for a side reach, or no more than 46 inches high if over an obstruction between 10 and 24 inches deep (for a side reach, obstruction may not be deeper than 24 inches); and accompanied by clear floor space of 30 inches by 48 inches that allows a forward or parallel approach, respectively, by a person using a wheelchair.	3 months
202		213.3.2, 604.2	The centerline of the toilet is 15 inches from the side wall.	Provide a toilet with its centerline between 16 and 18 inches from the near side wall.	6 months
203		213.3.2, 604.7, 609.3	The toilet paper dispenser is located 6 inches in front of the water closet.	Provide a toilet paper dispenser that is mounted with its centerline between 7 and 9 inches from the front of the toilet and with its outlet between 15 and 48 inches high with continuous paper flow that does not control delivery. The dispenser shall be mounted either at least 1½ inches below the side grab bar or at least 12 inches above the side grab bar.	3 months
204		213.3.2, 604.5.2	The rear grab bar is mounted with the short end 8 inches from the centerline.	Provide a rear grab bar that is at least 36 inches long (except where wall space does not permit it due to the location of a recessed fixture, in which case the grab bar may be 24 inches long and centered on the toilet), extending 12 inches from the toilet centerline on one side and 24 inches from the toilet centerline on the other side (except where an administrative authority requires flush controls to be located in a position that conflicts with the location of the rear grab bar, in which case the bar may be split or shifted to the open side).	6 months
Library					
205		226, 305, 306, 902	The desks have 26 inches of knee space width.	At least 5% (but no fewer than 1) of work surfaces shall be available for use by people with mobility disabilities. Each accessible surface shall be on an accessible route; with clear floor space 30 inches wide by 48 inches deep positioned for a forward approach; with toe clearance extended 17 inches minimum under the element; with knee clearance at least 11 inches deep at 9 inches high and at least 8 inches deep at 27 inches high; and with a work surface between 28 inches and 34 inches high. They shall be distributed throughout the facility, if applicable.	6 months
Dining Room					
206		226, 305, 306, 902	None of the tables in the dining room are accessible.	At least 5% (but no fewer than 1) of dining shall be available for use by people with mobility disabilities. Each accessible dining surface shall be on an accessible route; with clear floor space 30 inches wide by 48 inches deep positioned for a forward approach; with toe clearance extended 17 inches minimum under the element; with knee clearance at least 11 inches deep at 9 inches high and at least 8 inches deep at 27 inches high; and with a dining surface between 28 inches and 34 inches high. They shall be distributed throughout the facility, if applicable.	6 months
Visitor and Classroom, Unit's 9 & 10					

207		206.2, 405, 505	The ramp at the entrance into the building is noncompliant.	Provide a ramp that is at least 36 inches wide between handrails, with a slope not exceeding 8.33% and a cross slope not exceeding 2.08%; with level landings at least as wide as the ramp and 60 inches long at the top and bottom of every ramp run; with level landings at least 60 inches by 60 inches when the ramp changes direction; and with no changes in level other than the slope and cross-slope. The ramp shall have no run containing a rise greater than 30 inches. On each side of ramp runs and landings, provide edge protection that consists of either an extended ground surface at least 12 inches beyond the edge of the surface of the ramp or landing, or a curb or barrier that prevents the passage of a 4 inch diameter sphere where any part of the sphere is within 4 inches of the surface. On both sides of ramps with rises greater than 6 inches, provide handrails that have a diameter between 1¼ and 2 inches or a perimeter between 4 inches and 6¼ inches and a cross section of no more than 2¼ inches such that the handrails are continuous along the full length of the ramp run. Inside handrails on switchbacks or doglegs shall be continuous between runs; handrails shall have a continuous gripping surface extending at least 12 inches beyond the top and bottom of the ramp parallel with the ground surface; extensions shall return to the wall, guard, or landing surface (or continue on as handrails); handrails shall not rotate within their fittings; handrails shall be mounted at a consistent height between 34 inches and 38 inches above the ramp surface and at least 1½ inches from the wall; gripping surfaces and adjacent surfaces shall be free of sharp or abrasive elements and have rounded edges; and gripping surfaces shall not be obstructed along their tops or sides and the bottoms shall not be obstructed for more than 20% of their length and have no horizontal projections occurring closer than 1½ inches from the bottom of the gripping surface (except that the distance between horizontal projections and the bottom of the gripping surface can be reduced by ½ inch for each ½ inch of handrail perimeter over 4 inches). If the ramp is subject to wet conditions, landings shall be designed to prevent the accumulation of water.	12 months
Building 9					
208	Side A Shower	2.13.3.6, 608.2.1, 610	The shower compartment is 36 inches by 40 inches.	The shower compartment shall be 36 inches by 36 inches, the entrance shall be at least 36 inches wide, and clearance adjacent to the opening shall be 36 inches wide by 48 inches long measured from the control wall (so that the clearance extends beyond the seat).	12 months
209	Side A Toilet Room	28 C.F.R. § 35.133	The lower urinal is not operational.	Maintain this feature in operable working condition.	12 months
210		213.3.5, 603.3	The reflective surface of the mirror is mounted 41 inches above the floor.	Provide a mirror with the bottom edge of its reflectivg surface no more than 40 inches above the finished floor.	3 months
211		213.3.2, 604.4	The toilet seat is 15 inches above the floor.	Provide a toilet with the top of the seat 17 to 19 inches high. The seat shall not be sprung to return to a lifted position.	6 months
212		213.3.2, 604.7, 609.3	The toilet paper dispenser is located 6 inches in front of the water closet.	Provide a toilet paper dispenser that is mounted with its centerline between 7 and 9 inches from the front of the toilet and with its outlet between 15 and 48 inches high with continuous paper flow that does not control delivery. The dispenser shall be mounted either at least 1½ inches below the side grab bar or at least 12 inches above the side grab bar.	3 months
213	Side B Shower	2.13.3.6, 608.2.1, 610	The shower compartment is 36 inches by 40 inches.	The shower compartment shall be 36 inches by 36 inches, the entrance shall be at least 36 inches wide, and clearance adjacent to the opening shall be 36 inches wide by 48 inches long measured from the control wall (so that the clearance extends beyond the seat).	12 months
214	Side B Toilet Room	213.3.3, 305, 308.2, 309.4, 605	The height of the urinal rim is 20 inches above the finished floor.	Provide a stall-type or a wall-hung urinal with a rim mounted 17 inches high or less; a depth of at least 13½ inches from the outer face to the rear of the urinal; a clear floor space at least 30 inches wide and 48 inches deep positioned for a forward approach; and a flush control between 15 and 48 inches high or an automatic flush.	12 months
215		213.3.5, 603.3	The reflective surface of the mirror is mounted 41 inches above the floor.	Provide a mirror with the bottom edge of its reflectivg surface no more than 40 inches above the finished floor.	3 months
216		213.3.2, 604.4	The toilet seat is 15 inches above the floor.	Provide a toilet with the top of the seat 17 to 19 inches high. The seat shall not be sprung to return to a lifted position.	6 months

217		213.3.2, 604.7, 609.3	The toilet paper dispenser is located 6 inches in front of the water closet.	Provide a toilet paper dispenser that is mounted with its centerline between 7 and 9 inches from the front of the toilet and with its outlet between 15 and 48 inches high with continuous paper flow that does not control delivery. The dispenser shall be mounted either at least 1½ inches below the side grab bar or at least 12 inches above the side grab bar.	3 months
Route between Building 9 and 10					
218		206, 307	The drinking fountains protrudes into the accessible walkway.	Unless protected by a cane detectable barrier, objects with their leading edges between 27 inches and 80 inches high shall not protrude into circulation paths more than 4 inches for wall-mounted elements, or 12 inches for free standing post- or pylon-mounted elements. Protruding objects (and cane-detectable barriers) shall not reduce the clear width of accessible routes or maneuvering spaces below minimum requirements.	6 months
Building 9					
219	Side A Shower	2.13.3.6, 608.2.1, 610	The shower compartment is 36 inches by 40 inches.	The shower compartment shall be 36 inches by 36 inches, the entrance shall be at least 36 inches wide, and clearance adjacent to the opening shall be 36 inches wide by 48 inches long measured from the control wall (so that the clearance extends beyond the seat).	12 months
220	Side A Toilet Room	213.3.3, 305, 308.2, 309.4, 605	The height of the urinal rim is 20 inches above the finished floor.	Provide a stall-type or a wall-hung urinal with a rim mounted 17 inches high or less; a depth of at least 13½ inches from the outer face to the rear of the urinal; a clear floor space at least 30 inches wide and 48 inches deep positioned for a forward approach; and a flush control between 15 and 48 inches high or an automatic flush.	12 months
221		213.3.5, 603.3	The reflective surface of the mirror is mounted 41 inches above the floor.	Provide a mirror with the bottom edge of its reflectivg surface no more than 40 inches above the finished floor.	3 months
222		213.3.2, 604.4	The toilet seat is 15 inches above the floor.	Provide a toilet with the top of the seat 17 to 19 inches high. The seat shall not be sprung to return to a lifted position.	6 months
223		213.3.2, 604.7, 609.3	The toilet paper dispenser is located 6 inches in front of the water closet.	Provide a toilet paper dispenser that is mounted with its centerline between 7 and 9 inches from the front of the toilet and with its outlet between 15 and 48 inches high with continuous paper flow that does not control delivery. The dispenser shall be mounted either at least 1½ inches below the side grab bar or at least 12 inches above the side grab bar.	3 months
224	Side B Shower	2.13.3.6, 608.2.1, 610	The shower compartment is 36 inches by 40 inches.	The shower compartment shall be 36 inches by 36 inches, the entrance shall be at least 36 inches wide, and clearance adjacent to the opening shall be 36 inches wide by 48 inches long measured from the control wall (so that the clearance extends beyond the seat).	12 months
225	Side B Toilet Room	213.3.3, 305, 308.2, 309.4, 605	The height of the urinal rim is 20 inches above the finished floor.	Provide a stall-type or a wall-hung urinal with a rim mounted 17 inches high or less; a depth of at least 13½ inches from the outer face to the rear of the urinal; a clear floor space at least 30 inches wide and 48 inches deep positioned for a forward approach; and a flush control between 15 and 48 inches high or an automatic flush.	12 months
226		213.3.5, 603.3	The reflective surface of the mirror is mounted 41 inches above the floor.	Provide a mirror with the bottom edge of its reflectivg surface no more than 40 inches above the finished floor.	3 months
227		213.3.2, 604.4	The toilet seat is 15 inches above the floor.	Provide a toilet with the top of the seat 17 to 19 inches high. The seat shall not be sprung to return to a lifted position.	6 months
228		213.3.2, 604.7, 609.3	The toilet paper dispenser is located 6 inches in front of the water closet.	Provide a toilet paper dispenser that is mounted with its centerline between 7 and 9 inches from the front of the toilet and with its outlet between 15 and 48 inches high with continuous paper flow that does not control delivery. The dispenser shall be mounted either at least 1½ inches below the side grab bar or at least 12 inches above the side grab bar.	3 months
Building 11					
229		206.5, 302, 303, 404.2.5.	The entry door has a 4 inch threshold.	Provide an accessible door with a threshold that is no more than ¼ inch high, or is between ¼ inch and ½ inch high (¾ inch high if the threshold is existing or altered) and is beveled with a slope no greater than 50%.	6 months

**APPENDIX C
CERTIFICATION OF ADA COMPLIANCE**

I, [NAME], in my capacity as an Independent Licensed Architect, retained by the Hawaii Department of Public Safety (HDPS) and approved by the United States, pursuant to Paragraph 25 of the Settlement Agreement executed between the United States and HDPS on [DATE], hereby certify, to the best of my knowledge, information, and belief, that the following element identified below is in compliance with the physical accessibility requirements of the 2010 ADA Standards for Accessible Design, 28 C.F.R. § 35.104, and the terms of the Settlement Agreement executed between the United States and HDPS.

Element Identified in the Settlement Agreement:

Description of Element:

Location of Element:

Printed Name of Independent Licensed Architect

Signature of Independent Licensed Architect

Date

**APPENDIX D
RELEASE OF CLAIMS**

For and in consideration of the relief offered to me by the Hawaii Department of Public Safety (HDPS), pursuant to the Settlement Agreement between the United States of America and HDPS:

I, _____, hereby release and forever discharge HDPS and its current, past, and future officers, employees, administrators, 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 HDPS 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. Payment is the final consideration for this Release and Settlement Agreement and no other payment of consideration has been promised or will be paid.

This Release constitutes the entire agreement between HDPS 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.

Date _____

Aggrieved Person's Full Mailing Address _____

Aggrieved Person's Signature _____