**SETTLEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE CONNECTICUT STATE DEPARTMENT ON AGING
DJ 204-14-170**

**BACKGROUND**

***SCOPE OF THE INVESTIGATION***

The United States Attorney's Office for the District of Connecticut and the United States Department of Justice (collectively the Department) initiated this investigation pursuant to title II of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131-12134, and the Department's implementing regulation, 28 C.F.R. Part 35.

***JURISDICTION***

1. The parties to this Agreement are the United States of America and the State Department on Aging.
2. The ADA applies to the State Department on Aging (SDA) because it is a "public entity" as defined by title II. 42 U.S.C. § 12131(1).
3. The Department is authorized under 28 C.F.R. Part 35, Subpart F, to determine the compliance of the SDA with title II of the ADA and the Department's title II implementing regulation, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action enforcing title II of the ADA should the Department fail to secure voluntary compliance pursuant to Subpart F.
4. In order to avoid the burdens and expenses of an investigation and possible litigation, the parties enter into this Agreement.
5. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit in this matter regarding all matters contained within this Agreement, except as provided in the section entitled “Implementation and Enforcement.”

**ACTIONS TO BE TAKEN BY THE STATE DEPARTMENT OF AGING**

1. SDA was a part of the Department of Social Services, and was recently spun off into a separate agency.
2. As of 2014, SDA is a stand-alone agency, and has begun to develop its own policies and procedures.
3. SDA has actively worked with the Department to begin addressing accessibility concerns set out in this Agreement.

***NOTIFICATION***

1. Within six months of the effective date of this Agreement, SDA will adopt the attached Notice (Attachment A); distribute it to all supervisors; publish the Notice in a local newspaper of general circulation serving the State; post the Notice on its Internet Home Page; and post copies in conspicuous locations in its public office suite.  It will refresh the posted copies, and update the contact information contained on the Notice, as necessary, for the life of this Agreement. Copies will also be provided to any person upon request.
2. Within three months of the effective date of this Agreement, SDA will a) implement written procedures for providing information to interested persons with disabilities concerning the existence and location of the SDA's accessible programs, services, and activities, and, b) provide a copy of those procedures to the Department.  In addition, SDA will report  any changes to its written procedures to the Department on the yearly anniversaries of this Agreement until it expires.

***ADA COORDINATOR***

1. Within six months of the effective date of this Agreement, SDA will appoint or hire one or more ADA Coordinator(s). The ADA Coordinator(s) will coordinate the SDA's effort to comply with and carry out its responsibilities under the ADA, including any investigation of a complaint communicated to it alleging its noncompliance with title II or alleging any actions that would be prohibited under title II. SDA will make available to all interested individuals the name(s), office address(es), and telephone number(s) of the ADA Coordinator(s).

***GRIEVANCE PROCEDURE***

1. Within six months of the effective date of this Agreement, SDA will adopt an ADA Grievance Procedure, which has been approved by the Department, and will distribute it to all agency heads, and post copies of it in conspicuous locations in each of its public buildings. It will refresh the posted copies, and update the contact information contained on it, as necessary, for the life of the Agreement. Copies will also be provided to any person upon request.

***GENERAL EFFECTIVE COMMUNICATION PROVISIONS***

1. Within three months of the effective date of this Agreement, the SDA will identify sources of qualified sign language and oral interpreters, real-time transcription services, and vendors that can put documents in Braille, and will implement and report to the Department its written procedures, with time frames, for fulfilling requests from the public for sign language or oral interpreters, real-time transcription services, and documents in alternate formats (Braille, large print, cassette tapes, etc.).
2. SDA will continue to take steps to ensure that all appropriate employees are trained and practiced in using the Relay Service to make and receive calls.

***WEB-BASED SERVICES AND PROGRAMS***

1. Within 1 month of the effective date of this Agreement, and on subsequent anniversaries of the effective date of this Agreement, SDA will distribute to all persons – employees and contractors – who design, develop, maintain, or otherwise have responsibility for content and format of its website(s) or third party websites used by the SDA (Internet Personnel) the technical assistance document, “Accessibility of State and Local Government Websites to People with Disabilities,” which is Attachment B to this Agreement (it is also available at [www.ada.gov/websites2.htm](http://www.ada.gov/websites2.htm)*)*.
2. Within three months of the effective date of this Agreement, and throughout the life of the Agreement, SDA will do the following:
	1. Establish, implement, and post online a policy that its web pages will be accessible and create a process for implementation;
	2. Ensure that all new and modified web pages and content are accessible;
	3. Develop and implement a plan for making existing web content more accessible;
	4. Provide a way for online visitors to request accessible information or services by posting a telephone number or e-mail address on its home page; and
	5. Periodically (at least annually) enlist people with disabilities to test its pages for ease of use.

***MISCELLANEOUS PROVISIONS***

1. Except as otherwise specified in this Agreement, at yearly anniversaries of the effective date of this Agreement until it expires, SDA will submit written reports to the Department summarizing the actions SDA has taken pursuant to this Agreement and ensure compliance with the ADA
2. Throughout the life of this Agreement, consistent with 28 C.F.R. § 35.133(a), SDA will take reasonable steps to ensure its agency and grantees maintain the accessibility of its programs, activities, services, facilities, and equipment, and will take whatever actions are necessary (such as routine testing of accessibility equipment and routine accessibility audits of its programs and facilities) to do so. This provision does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 C.F.R. § 35.133(b).
3. Within one-year of the effective date of this Agreement, SDA will develop or procure a two-hour training program on the requirements of the ADA and appropriate ways of serving persons with disabilities. SDA will use the ADA technical assistance materials developed by the Department and will consult with interested persons, including individuals with disabilities, in developing or procuring the ADA training program.
4. Within one year of the effective date of this Agreement, SDA will deliver its training program to all SDA employees who have direct contact with members of the public. At least 45 days prior to that training, SDA will submit a copy of its training curriculum and materials to the Department, and the name, title, and address of the proposed trainer.

**IMPLEMENTATION AND ENFORCEMENT**

1. If at any time SDA desires 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 Department 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 Department to the proposed modification, the proposed modification will not take effect. These actions must receive the prior written approval of the Department, which approval will not be unreasonably withheld or delayed.
2. The Department may review compliance with this Agreement at any time. If the Department believes that SDA has failed to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written agreement with the Department for a modification of the relevant terms, the Department will so notify the SDA in writing and it will attempt to resolve the issue or issues in good faith. If the Department is unable to reach a satisfactory resolution of the issue or issues raised within 30 days of the date it provides notice to SDA, it may institute a civil action in federal district court to enforce the terms of this Agreement, or it may initiate appropriate steps to enforce title II.
3. For purposes of the immediately preceding paragraph, it is a violation of this Agreement for the SDA to fail to comply in a timely manner with any of its requirements without obtaining sufficient advance written agreement with the Department for an extension of the relevant time frame imposed by the Agreement.
4. Failure by the Department to enforce this entire Agreement or any provision thereof with regard to any deadline or any other provision herein will not be construed as a waiver of the Department's right to enforce other deadlines and provisions of this Agreement.
5. This Agreement is a public document. A copy of this document or any information contained in it will be made available to any person by the SDA or the Department on request.
6. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement (including its Attachments, which are hereby incorporated by reference), will be enforceable. This Agreement does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect the SDA's continuing responsibility to comply with all aspects of the ADA.
7. This Agreement will remain in effect for three years.
8. The person signing for the SDA represents that he or she is authorized to bind the SDA to this Agreement.
9. The effective date of this Agreement is the date of the last signature below.

For the State Department on Aging:

Commissioner, State Aging Department on Aging

By:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title

The Connecticut State Department on Aging

Address

Date:

For the United States:

DEIRDRE M. DALY
UNITED STATES ATTORNEY
DISTRICT OF CONNECTICUT

By: /s/ Ndidi N. Moses
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Date: 12/22/15