



# Fairport Police Department

Fairport, New York

## GENERAL ORDER



Subject: Deaf Community Interactions	Order Number: 430-20
Effective Date: December 7, 2020	Page 1 of 5
Distribution: All Personnel	Amends:
Attachment(s): Professional Services Agreement for Deaf Community	Rescinds: New Order
Reference:	
Forms:	

### I. PURPOSE

It is the purpose of this policy to provide officers with guidance on effective communication during police contacts with the deaf and persons who have hearing impairment.

### II. POLICY

Most officers will have encounters with persons who are deaf or affected by significant hearing loss – whether that be as victims, witnesses, or suspects. To ensure effective communication with persons who are deaf and hard of hearing, and to conform to provisions of federal and state law, officers shall follow the guidelines provided in this policy.

### III. DEFINITIONS

A. Lipreading: Also referred to as speech reading; the ability to use information gained from movements of the lips, face, and body to increase understanding.

B. Sign language: American Sign Language (ASL) is the form of sign language most often used in the United States. Signs convey concepts or ideas even though a sign may stand for a separate English word. Signing individual letters by finger spelling can supplement sign language. Just as there are regional variations (dialects) in spoken English, there are regional differences in sign language.

- C. Auxiliary aids and services: As defined in the Americans with Disabilities Act (ADA), these are communication aids that assist people who are deaf or who have hearing loss. They include, for example, hearing aids, cochlear implants, the exchange of written notes, telecommunications devices for the deaf (TDDs) also called text telephones (TTs) or teletypewriters (TTYs), telephone handset amplifiers, assistive listening systems, videotext displays, and hearing assistance dogs.
- D. Direct Access: In the context of ADA requirements, direct access means that all calls from persons who are deaf, have hearing loss or have speech impairments must be accepted through the Emergency Communications Department (911 Center) by whatever means are provided to other members of the public. They may not be relayed through third-party emergency service providers unless the caller asks the 911 Center to do so.

#### IV. PROCEDURES

- A. Encounters with Persons who are the Deaf and Hearing Impaired:
  - 1. Communication problems in police-public encounters provide the basis for potential frustration and embarrassment. Failure of officers to recognize that a person has hearing impairment, or that person's failure to make his or her impairment known to officers, can also lead to critical misunderstandings. To avoid such potentialities, officers shall be cognizant of the following:
    - a. Be alert to indications that a person may be deaf or have hearing impairment. Such indications include but are not limited to the following:
      - i. The appearance of bumper stickers, rear window decals, or visor notices/symbols indicating the disability,
      - ii. Failure of persons to respond to spoken commands or signals,
      - iii. Use of signs, hand signals, or gestures in an attempt to communicate,
      - iv. Display of cards by the person noting his or her hearing disability,
      - v. Inability or difficulty of a person to follow verbal instruction or requests for information,
      - vi. A need to see the officer's face directly, suggesting that the person is attempting to lip-read,
      - vii. Evidence of assistive devices such as hearing aids, cochlear implants, or picture symbols,

- viii. Evidence of behaviors such as increased agitation or irritability, low frustration levels, withdrawal, poor attention, or impaired equilibrium
2. When dealing with persons who are, or who are suspected of being, deaf or who have hearing impairment, officers shall never assume that the person understands until it can be confirmed by appropriate responses to questions or directives.
3. Once someone is identified as a deaf or hearing-impaired person, officers shall determine by written or other forms of communication the person's preferred means of communication—sign language, lipreading, reading and note writing, or speech.
4. For persons who use sign language, a family member or friend may interpret under emergency conditions or, in minor situations, for the sake of convenience, when an interpreter is not available or required by law. In all other situations, officers shall not rely on family members or friends for sign language interpretation due to their potential emotional involvement or conflict of interest.
5. Officers shall address all questions and directives to persons who lip-read by facing them directly and speaking in a moderately paced conversational tone. Shouting or using exaggerated mouth movements interfere with the ability to lip-read. Understanding can be further degraded by the presence of facial hair, chewing gum, cigarettes, and so on.
6. Officers shall be aware that only about one-third of words can be accurately interpreted by lipreading. Therefore, communication of a critical nature (e.g., Miranda warnings) shall be reinforced by other means of communication.
7. Officers shall not assume that persons who wear hearing aids can hear and fully understand what is being said. Some use hearing aids to provide sound awareness rather than to increase speech understanding.
8. Highly stressful situations, background noise, multiple speakers, and complex information and instructions can compromise the limited effectiveness of hearing aids. Officers shall test comprehension by seeking appropriate responses to simple questions or directives.
9. Deaf or hard-of-hearing persons may require additional time to understand and respond to commands, instructions, and questions.

B. Sign Language Interpretation Requirements:

1. The need for use of a sign language interpreter is governed generally by the length, importance, and complexity of the communication.
2. In simple enforcement situations, such as traffic stops, driver's license checks, or consensual police-public encounters, a notepad and pencil may provide effective communication.
3. During interrogations and arrests, a sign language interpreter is generally necessary to effectively communicate with a person who uses sign language.
4. A sign language interpreter need not be available in order for an officer to make an arrest of a subject where probable cause is established independent of interrogating the deaf or hearing-impaired suspect. A sign language interpreter may be called for to be available later at booking. An officer will make an effort to contact a sign language interpreter for any arrest involving someone who is deaf.
5. If probable cause to make an arrest must be established through questioning or interrogation of a deaf or severely hearing-impaired person, a sign language interpreter shall be requested.
6. The notification for a sign language interpreter will be made via the 911 Dispatcher to identify on-duty ASL police resources. If unavailable, members of FPD will access the identified Professional Services Agreement as it pertains to counseling and communication services.

C. Arrest Situations:

1. Recognizing that some persons need their hands free in order to communicate, unless absolutely necessary for the safety of officers or others, the use of handcuffs shall be avoided if possible. If handcuffs are required, all essential communication with the suspect should be completed prior to their application if possible.
2. Deaf persons and persons who have severe hearing impairments often have reduced verbal communication skills, speech that may be incoherent or otherwise resemble that of an individual who is intoxicated, and difficulty with equilibrium. As such, officers shall avoid administering standard field sobriety tests to such persons. Breathalyzer, blood alcohol, or horizontal gaze nystagmus should be employed as alternative tests.

3. Some deaf and hearing-impaired persons have limited written language skills, particularly involving difficult matters such as legal warnings and admonitions. Therefore, officers shall not assume the effectiveness of this form of communication and should gain confirmation of a person's understanding whenever possible.
4. Officers shall ensure that deaf and hearing-impaired persons who are arrested and transported to a booking site have their communication devices with them. Such devices shall be kept by arrestees and maintained by booking authorities in good working order.

**BY ORDER OF:**

*Samuel A. Farina, Jr.*

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**Samuel A. Farina, Jr.**  
**Chief of Police**

**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
**MEGHAN L. FOX, Psy.D., P.L.L.C., CLINICAL PSYCHOLOGIST**  
**RELATED TO THE**  
**POLICE DEPARTMENT USE FOR DEAF COMMUNITY**

This is an agreement between Meghan L. Fox, Psy.D., P.L.L.C. a Clinical Psychologist with an office at 1580 Elmwood Avenue Suite D, Rochester, New York 14620 ("Dr. Fox") and the Village of Fairport Police Department, a municipal corporation having offices at 31 South Main Street, Fairport, New York 14450 ("Village"), where the Village seeks to engage the services of a professional with expertise with providing psychological services (e.g. crisis intervention, psychological assessments, psychotherapy, training, etc.) with the deaf/hard of hearing (D/HH) community to facilitate official police matters.

NOW, THEREFORE, in consideration of the terms and conditions herein, it is hereby agreed by and between the parties as follows:

**Section 1. Dr. Fox's Services**

**Section 1A. American Sign Language**

A. Dr. Fox shall provide psychological services to the Village Police Department on a per diem, on-call basis when needed to effectively address matters with members of the community who are D/HH upon the official request of the Chief of Police. The need for these services typically cannot be scheduled and service requests may be requested with the need for an immediate response to the police department and within one hour of such notify.

B. Dr. Fox shall provide the necessary services related to nationally recognized standards for, psychological services with D/HH persons. Dr. Fox is a licensed clinical psychologist in the state of New York and she is fluent in American Sign Language (ASL). Dr. Fox has provided mental health services to D/HH persons and their families since 2008.

**Section 2. Fee**

Dr. Fox shall charge the following when called upon by the Chief of Police to provide police related services as described in Section 1A at a rate of \$250.00 per hour with a 2-hour minimum. Invoices for services shall be completed and provided to the Village of Fairport Police Department within 30 days of service.

**Section 3. Authorized Agents**

TYLin designates the Manager of Compliance Services and the Village designates the Code Enforcement Officer and/or the Assistant to the Village Manager, as the authorized agents for all communications pursuant to this Agreement.

#### Section 4, Term

- A. The term of this Agreement shall be from January 1, 2020 to December 31, 2020 with the option to renew by both parts for an yearly extension.
- B. Termination by Either Party. Either Dr. Fox or the Village may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. Upon any termination of this Agreement, or upon expiration of the term, Dr. Fox shall promptly turn over to the Village all materials, files, computer discs, work papers, reports, or other work product relating to this Agreement or the services hereunder, in whatever form the same is maintained.

#### Section 5. Compliance with Laws

In connection with the services to be performed under this agreement, Dr. Fox and the Village and each of their agents and employees shall comply with all federal, state and local laws, resolutions, ordinances, codes, rules and regulations applicable to the performance of the services to be rendered hereunder.

#### Section 6, Liability and Indemnification

- A. The Village hereby covenants and agrees to indemnify, defend and hold harmless Dr. Fox and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, (including any claimed damage to real or personal property) whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by Dr. Fox as a result of the negligence, omission, breach, fault or intentional misconduct of the Village in the conduct of work under this Agreement.
- B. Dr. Fox hereby covenants and agrees to indemnify, defend and hold harmless the Village and its officers, agents and employees from and against any and all claims, liabilities, obligations, damages, losses and expenses, (including any claimed damage to real or personal property) whether contingent or otherwise, including reasonable attorney's fees and costs of defense, incurred by the Village as a result of the negligence, omission, breach, fault or intentional misconduct of TYLin in the conduct of work under this Agreement.
- C. If a claim or action is made or brought against either party, for which the other party may be responsible hereunder, in whole or in part, then that party shall be timely notified and required to handle or pay for the handling of the portion of the claim for which the party is responsible pursuant under this Agreement

Section 7, Independent Contractor: Neither Party Deemed Agent

Dr. Fox shall perform the services under this Agreement as an independent contractor. Neither Dr. Fox nor any of its officers, agents or employees shall present themselves as officers or employees of the Village, Neither Dr. Fox nor the Village shall be deemed to be the agent of the other, except as specifically set forth herein.

Section 8 Prohibition against Assignment or Transfer

Dr. Fox is prohibited from assigning, transferring, conveying or otherwise disposing of this Agreement, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of the Village.

Section 9. Contract Deemed Executory. Covenant by Village

This agreement shall be deemed executory only to the extent of monies appropriated for its purpose, The Village represents and covenants that all monies to be paid to Dr. Fox during the term of this Agreement have been duly authorized and will be made available for that purpose.

Section 10. Extent of Agreement

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral.

Section 11. Law

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

Section 13, No-Waiver

In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the either party from enforcing each and every term of this Agreement thereafter.

Section 14, Severability

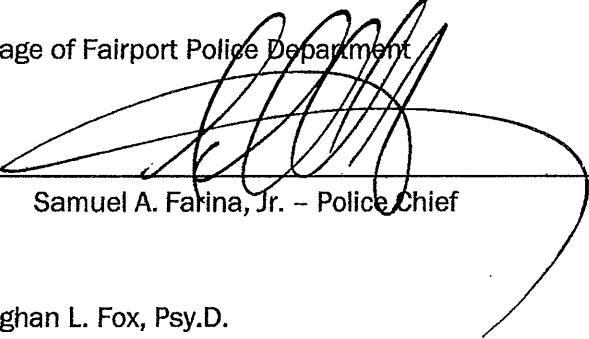
If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 15. Conflicts of Interest

In the event that either the Village or Dr. Fox believes that the fulfillment of duties by Dr. Fox under the terms of this agreement may be construed as a conflict of interest by virtue of Dr. Fox's professional practice, then Dr. Fox may recuse themselves from performance on a case by case basis. Where such conflict is identified by Dr. Fox, Dr. Fox shall issue a written disclosure to the Village. Where necessary, Dr. Fox shall make recommendations for the person or firm Dr. Fox believes has the resources and competence to provide the services necessary for the subject project. Such person or firm, if approved by the Village, will contract for those services directly with the Village.

Village of Fairport Police Department

By:

  
Samuel A. Farina, Jr. - Police Chief

5/19/20  
Date

Meghan L. Fox, Psy.D.

By:

  
Meghan L. Fox, Psy.D.

05/14/2020  
Date

RECEIVED  
CHIEF'S OFFICE  
MAY 19 2020  
FAIRPORT POLICE DEPARTMENT