

SETTLEMENT AGREEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN
THE UNITED STATES OF AMERICA
AND
FRANCISCAN ST. JAMES HEALTH
DJ #202-23-247

BACKGROUND

1. The parties ("Parties") to this Settlement Agreement ("Agreement") are the United States of America ("United States") and Franciscan St. James Health ("St. James"), an Indiana non-profit corporation doing business in Illinois.
2. St. James provides comprehensive healthcare serving Illinois including hospitals in Chicago Heights, Illinois and Olympia Fields, Illinois (collectively the "Hospitals").
3. This matter was initiated by a complaint filed with the United States against St. James, alleging violations of title III of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12181-12189, and its implementing regulation, 28 C.F.R. Part 36. Specifically, the Complainant, who is deaf, (the "Complainant") alleged that St James failed to provide sign language interpretive services when necessary to ensure effective communication. Complainant uses sign language as her primary means of communication.
4. Complainant, who is a resident of Florida but was visiting relatives in the Chicago area, was admitted as a patient at the Chicago Heights hospital (Chicago Heights) in September 2011. During her four day stay, she received numerous tests and was seen by various doctors. Complainant alleges that on multiple occasions, she requested, but was not provided, a sign language interpreter so she could communicate with Chicago Heights' medical personnel about her condition.

INVESTIGATION AND FINDINGS

5. The United States Department of Justice ("Department") is authorized under 42 U.S.C. § 12188 and 28 C.F.R. Part 36, Subpart E, to investigate the allegations of the complaint in this matter to determine the Hospitals' compliance with title III of the ADA. It has the authority to bring civil actions enforcing title III of the ADA.

6. Complainant is an individual with a "disability" within the meaning of the ADA. 42 U.S.C. § 12102; 28 C.F.R. § 36.104.
7. St. James is a private, non-profit corporation, which owns and operates the Hospitals, licensed by the State of Illinois. The Hospitals are "public accommodations" within the meaning of title III of the ADA, 42 U.S.C. § 12181(7)(F), and its implementing regulation at 28 C.F.R. § 36.104.
8. The ADA prohibits discrimination on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations by a public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a).
9. On the basis of its investigation, the Department determined that Chicago Heights denied the Complainant appropriate auxiliary aids and services necessary for effective communication during treatment at Chicago Heights, in violation of 42 U.S.C. § 12182(b)(2)(A)(iii); 28 C.F.R. § 36.303. St. James fully cooperated in the Department's investigation.
10. St. James disputes the findings of the Department. However, without adopting such facts, expressly or by omission, St. James agrees that it is in the Parties' interest, and the United States believes that it is the public interest, to resolve this matter expeditiously and without protracted litigation. Accordingly, the Parties have agreed to resolve this matter as set forth below.

DEFINITIONS

11. The term "auxiliary aids and services" includes qualified interpreters on-site or through video remote interpreting (VRI) services; notetakers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing. 28 C.F.R. § 36.303(b)(1).
12. The term "Hospital Personnel" means all employees of Hospitals, both full and part-time, and independent contractors with contracts to work on a substantially full-time basis for the Hospitals (or on a part-time basis of 20 hours or more per week exclusively for the Hospitals), including, without limitation, nurses, physicians, social workers, technicians, admitting personnel, billing staff, security staff, therapists, and volunteers, who have or are likely to have patient care responsibilities or job duties that require direct contact with Patients or Companions as defined herein.

13. The term "qualified interpreter" means an interpreter who, via a video remote interpreting (VRI) service or an on-site appearance, is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include, for example, sign language interpreters, oral transliterators, and cued-language transliterators. 28 C.F.R. § 36.104.
14. The term "Patient" shall be broadly construed to include any individual who is deaf or hard-of-hearing and is seeking or receiving health care services from the Hospitals, whether as an inpatient or an outpatient.
15. The term "Companion" means a person who is deaf or hard of hearing and is a family member, friend, or associate of an individual seeking access to, or participating in, the goods, services, facilities, privileges, advantages, or accommodations of a public accommodation, who, along with such individual, is an appropriate person with whom the public accommodation should communicate. 28 C.F.R. § 36.303(c)(1)(i).
16. "Effective Date of this Settlement Agreement" means the date of the last signature below.

EQUITABLE RELIEF

A. Prohibition of Discrimination

17. Nondiscrimination. The Hospitals shall provide appropriate auxiliary aids and services, including qualified interpreters, where such aids and services are necessary to ensure effective communication with deaf and hard of hearing Patients and Companions. Pursuant to 42 U.S.C. § 12182(a), the Hospitals shall also provide deaf and hard of hearing Patients and Companions with the full and equal enjoyment of the services, privileges, facilities, advantages, and accommodations of the Hospitals as required by this Agreement and the ADA.
18. Retaliation and Coercion. The Hospitals shall not retaliate against or coerce in any way any person who made, or is making, a complaint according to the provisions of this Agreement or exercised, or is exercising, his or her rights under this Agreement or the ADA. See 42 U.S.C. § 12203.

B. Effective Communication

19. Appropriate Auxiliary Aids and Services. Pursuant to 42 U.S.C. § 12182(b)(2)(A)(iii), the Hospitals will provide to deaf or hard-of-hearing Patients and Companions any appropriate auxiliary aids and services that are necessary for effective communication after making the assessment described in paragraphs 20-21 of this Agreement. Appropriate auxiliary aids and services will be provided as soon as practicable (without compromising patient care), except that the provision of on-site interpreters must be within the time frame described in paragraph 29 of this Agreement. The Hospitals will

advise Patients and Companions who require auxiliary aids or services that these are available throughout the Patient's hospitalization as requested by the Patient.

20. General Assessment Criteria. The determination of appropriate auxiliary aids or services, and the timing, duration, and frequency with which they will be provided, will be made by the Hospitals in consultation with the person with a disability. The assessment made by Hospital Personnel will take into account all relevant facts and circumstances, including, for example, the individual's communication skills and knowledge, and the nature and complexity of the communication at issue. A Model Communication Assessment Form is attached to this Agreement as Exhibit A, and St. James will develop a form similar to Exhibit A within thirty (30) days of the Effective Date of this Agreement to be used at the Hospitals.
21. Time for Assessment. The determination of which appropriate auxiliary aids and services are necessary, and the timing, duration, and frequency with which they will be provided, must be made at the time an appointment is scheduled for Patients known to be deaf or hard of hearing or on the arrival of the deaf or hard-of-hearing Patient or Companion at the Hospitals, whichever is earlier. Hospital Personnel will perform an assessment (see paragraph 20) as part of each initial inpatient assessment and document the results in the Patient's electronic medical chart. In the event that Hospital Personnel know or should know that communication is not effective, Hospital Personnel will reassess which appropriate auxiliary aids and services are necessary, in consultation with the person with a disability, where possible, and provide such aid or service based on the reassessment.
22. ADA Administrators. The Hospitals will designate at least one employee at each Hospital as an ADA Administrator or ADA Co-Administrators, and at least one such employee will always be on duty and available twenty-four (24) hours a day, seven (7) days a week, to answer questions and provide appropriate assistance regarding immediate access to, and proper use of, the appropriate auxiliary aids and services, including qualified interpreters. The ADA Administrator or ADA Co-Administrators will know where the appropriate auxiliary aids are stored and how to operate them and will be responsible for their maintenance, repair, replacement, and distribution. The Hospitals will circulate and post broadly within the Hospitals the name, telephone number, function, and office location of the Administrator(s), including a TTY telephone number, through which the ADA Administrator or Co-Administrator on duty can be contacted twenty-four (24) hours a day, seven days a week, by deaf or hard-of-hearing Patients and Companions. The ADA Administrator or Co-Administrators will be responsible for the complaint resolution mechanism described in paragraph 24 of this Agreement. The ADA Administrator or Co-Administrators will be designated by the Hospitals no later than 30 days following execution of this Agreement and will be subject to approval by the Department.
23. Auxiliary Aid and Service Log. The Hospitals will maintain a log in which requests for qualified interpreters on site or through video remote services will be documented. The log will indicate the time and date the request was made, the name of the deaf or hard-of-

hearing Patient or Companion, the time and date of the scheduled appointment (if a scheduled appointment was made), the nature of the auxiliary aid or service provided, and the time and date the appropriate auxiliary aid or service was provided. If no auxiliary aid or service was provided, the log shall contain a statement why the auxiliary aid and service was not provided. Such logs will be maintained by the ADA Administrator for the entire duration of the Agreement, and will be incorporated into the semi-annual Compliance Reports as described in paragraph 42 of this Agreement.

24. **Complaint Resolution.** The Hospitals will utilize their established grievance resolution mechanism for the investigation of disputes regarding effective communication with deaf and hard-of-hearing Patients and Companions. The Hospitals will maintain records of all grievances regarding effective communication, whether oral or written, made to the Hospitals and actions taken with respect thereto. At the time the Hospitals complete their assessment described in paragraphs 20-21 and advises Patient and/or Companion of their determination of which appropriate auxiliary aids and services are necessary, the Hospitals will notify deaf and hard-of-hearing persons of their grievance resolution mechanism, to whom complaints should be made, and of the right to receive a written response to the grievance. A written response to any grievance filed shall be completed within thirty (30) days of receipt of the complaint. Copies of all grievances related to provision of services for deaf or hard-of-hearing Patients and/or Companions and the responses thereto will be maintained by the ADA Administrator for the entire duration of the Agreement.
25. **Prohibition of Surcharges.** All appropriate auxiliary aids and services required by this Agreement will be provided free of charge to the deaf or hard-of-hearing Patient and/or Companion.
26. **Record of Need for Auxiliary Aid or Service.** The Hospitals will take appropriate steps to ensure that all Hospital Personnel are made aware of a Patient or Companion's disability and auxiliary aid and services needed so that effective communication with such person will be achieved. These steps will include designating this information in the electronic medical record.

C. Qualified Interpreters

27. **Circumstances Under Which Interpreters Will Be Provided.** Depending on the complexity and nature of the communication, a qualified interpreter may be necessary to ensure effective means of communication for patients and visitors. When an interpreter is needed, the Hospitals shall provide qualified sign language interpreters to Patients and Companions who are deaf or hard-of-hearing and whose primary means of communication is sign language, and qualified oral interpreters to such Patients and Companions who rely primarily on lip reading as necessary for effective communication. Examples of circumstances when the communication may be sufficiently lengthy or complex so as to require an interpreter include the following:

- a. Discussing a patient's symptoms and medical condition, medications, and medical history;
 - b. Explaining medical conditions, treatment options, tests, medications, surgery and other procedures;
 - c. Providing a diagnosis and recommendation for treatment;
 - d. Communicating with a patient during treatment, testing procedures, and during physician's rounds;
 - e. Obtaining informed consent for treatment;
 - f. Providing instructions for medications, post-treatment activities and follow-up, treatments;
 - g. Providing mental health services, including group or individual counseling for patients and family members;
 - h. Providing information about blood or organ donations;
 - i. Discussing powers of attorney, living wills and/or complex billing and insurance matters; and
 - j. During educational presentations, such as birthing or new parent classes, nutrition and weight management programs, and CPR and first-aid training.
28. Chosen Method for Obtaining Interpreters. Within thirty (30) days after execution of this Agreement, the Hospitals will identify one or more interpreter services and will make appropriate arrangements with said services to provide qualified on site interpreters as well as VRI services at the request of the Hospitals.
29. Provision of Interpreters in a Timely Manner.
- a. Non-scheduled Interpreter Requests: A "non-scheduled interpreter request" means a request for an interpreter made by a deaf or hard-of-hearing Patient or Companion less than three hours before the Patient's appearance at the Hospitals for examination or treatment. For non-scheduled interpreter requests, Hospital Personnel will complete the assessment described in paragraphs 20-21 above. The interpreter shall be provided no more than (a) two hours from the time the Hospitals complete the assessment if the service is provided through a contract interpreting service or a staff interpreter who is located off-site or (b) 30 minutes from the time the Hospitals complete the assessment if the service is provided through a Video Remote Interpreting service as described in paragraph 31 below. Deviations from this response time will be addressed with the interpreting service provider, and performance goals will be reviewed with the Department.
 - b. Scheduled Interpreter Requests. A "scheduled interpreter request" is a request for an interpreter made three (3) or more hours before the services of the interpreter are required. For scheduled interpreter requests, Hospital Personnel will complete the assessment described in paragraphs 21-22 above in advance, and, when an interpreter is appropriate, the Hospitals will make a qualified interpreter available at the time of the scheduled appointment. If an interpreter fails to arrive for the scheduled appointment, upon notice that the interpreter failed to arrive, the

Hospitals will immediately call the interpreter service for another qualified interpreter.

- c. Data Collection on Interpreter Response Time and Effectiveness. The Hospitals will monitor the performance of each qualified interpreter service it uses to provide communication to deaf or hard-of-hearing Patients or Companions through their established process of monitoring outside vendors. As part of the Auxiliary Aid and Service Log, described in paragraph 23, the Hospitals shall collect information regarding response times for each request for an interpreter.
30. Video Remote Interpreting (VRI). VRI can provide immediate, effective access to interpreting services in a variety of situations including emergencies and unplanned incidents. When using VRI services, the Hospitals shall ensure that they provide:
(1) Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication;
(2) A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position;
(3) A clear, audible transmission of voices; and
(4) Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI. 28 C.F.R. § 36.303(f). VRI shall not be used when it is not effective due, for example, to a patient's limited ability to move his or her head, hands or arms; vision or cognitive issues; or significant pain; or due to space limitations in the room. Within 120 days of the Effective Date of this Agreement, the Hospitals shall establish the capability for offering VRI services. The Hospitals are not responsible for power outages or service interruption due to acts of God or third party problems. If, based on the circumstances, VRI is not providing effective communication after it has been provided or is not available due to circumstances outside of the Hospitals' control, VRI shall not be used as a substitute for an on-site interpreter, and an on-site interpreter shall be provided in accordance with the timetable set forth above.
31. Notice to Deaf or Hard-of-Hearing Patients and Companions. As soon as Hospital Personnel have determined that a qualified interpreter is necessary for effective communication with a deaf or hard-of-hearing Patient or Companion, the Hospitals will inform the Patient or Companion (or a family member or friend, if the Patient or Companion is not available) of the current status of efforts being taken to secure a qualified interpreter on his or her behalf. The Hospitals will provide additional updates to the Patient or Companion as necessary until an interpreter is secured. Notification of efforts to secure a qualified interpreter does not lessen the Hospital's obligation to provide qualified interpreters in a timely manner as required by paragraph 30 of this Agreement.
32. Other Means of Communication. The Hospitals agree that between the time an interpreter is requested and the interpreter is provided, Hospital Personnel will continue to try to

communicate with the deaf or hard-of-hearing Patient or Companion for such purposes and to the same extent as they would have communicated with the person but for the disability, using all available methods of communication, including using sign language pictographs. This provision in no way lessens the Hospitals' obligation to provide qualified interpreters in a timely manner as required by paragraph 29 of this Agreement.

D. Notice to Community

33. **Policy Statement.** Within ninety (90) days of the entry of this Agreement, the Hospitals shall post and maintain signs of conspicuous size and print at all of the Hospitals' admitting stations, the emergency department, and wherever a Patient's Bill of Rights is required by law to be posted. Such signs shall be to the following effect:

Sign language and oral interpreters, TTYs, and other auxiliary aids and services are available free of charge to people who are deaf or hard-of-hearing. For assistance, please contact any Hospital Personnel or the Information Office at _____ (voice/TTY), room _____.

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

34. **Website.** The Hospitals will include on their websites the policy statement described in paragraph 33, above.

35. **Patient Handbook.** The Hospitals will include in all future printings of their Patient Handbooks (or equivalent) and all similar publications a statement to the following effect:

To ensure effective communication with Patients and their Companions who are deaf or hard-of-hearing, we provide appropriate auxiliary aids and services free of charge, such as: sign language and oral interpreters, video remote interpreting services, TTYs, note takers, written materials, telephone handset amplifiers, assistive listening devices and systems, telephones compatible with hearing aids, televisions with caption capability or closed caption decoders, and open and closed captioning of most Hospitals' programs.

Please ask your nurse or other Hospital Personnel for assistance, or contact the Information Office at _____ (voice or TTY), room _____.

The Hospitals will also include in their Patient Handbooks a description of their complaint resolution mechanism.

E. Notice to Hospital Personnel and Physicians

36. The Hospitals shall publish on their intranet a policy statement regarding the Hospitals' policy for effective communication with persons who are deaf or hard-of-hearing. This policy statement shall include, but is not limited to, language to the following effect:

If you recognize or have any reason to believe that a Patient or a relative, close friend, or Companion of a Patient is deaf or hard-of-hearing, you must advise the person that appropriate auxiliary aids and services, such as sign language and oral interpreters, video remote interpreting services, TTYs, note takers, written materials, telephone handset amplifiers, assistive listening devices and systems, telephones compatible with hearing aids, televisions with captioning or closed caption decoders, and open and closed captioning of most hospital programs, will be provided free of charge when appropriate. If you are the responsible health care provider, you must ensure that such aids and services are provided when appropriate. All other personnel should direct that person to the appropriate ADA Administrator at _____ and reachable at _____.

The Hospitals will post this policy on the intranet within thirty (30) days of the Effective Date of this Agreement to all Hospital Personnel and both employed and affiliated physicians (physicians with practicing or admitting privileges), and to all new Hospital Personnel and newly employed or affiliated physicians upon their affiliation or employment with the Hospitals.

F. Training

37. Training of ADA Administrator. The Hospitals will provide mandatory training for the ADA Administrator(s) within sixty (60) days of the date that the ADA Administrator's designation is approved by the United States as provided in paragraph 22 of this Agreement. Such training will be sufficient in duration and content to train the ADA Administrator(s) in the following areas:
- a. to promptly identify communication needs of Patients and Companions who are deaf or hard-of-hearing and which auxiliary aids are effective in which situations;
 - b. to secure qualified interpreter services as quickly as possible when necessary;
 - c. to encourage medical staff members to notify the Hospitals of deaf and hard-of-hearing Patients and Companions as soon as Patients schedule admissions, tests, surgeries, or other health care services at the Hospitals;

- d. to use, when appropriate, flash cards and pictographs (in conjunction with any other available means of communication that will augment the effectiveness of the communication);
 - e. how and when to use video remote interpreting services;
 - f. making and receiving calls through TTYs and the relay service; and
 - g. the Hospitals' complaint resolution procedure described in paragraph 24 of this Agreement.
38. Training of Hospital Personnel. Except for affiliated physicians, who are governed by paragraph 41 of this Agreement, the Hospitals will provide mandatory in-service training to all Hospital Personnel. St. James will use best efforts to train independent contractors who work less than 20 hours per week exclusively for the Hospitals.
- a. The training will address the needs of deaf and hard-of-hearing Patients and Companions and will include the following objectives:
 - i. to promptly identify communication needs of Patients and Companions who are deaf or hard-of-hearing;
 - ii. to secure qualified interpreter services or video remote interpreting services as quickly as possible when necessary; and
 - iii. to use, when appropriate, flash cards and pictographs (in conjunction with any other available means of communication that will augment the effectiveness of the communication).
 - b. Such training must be provided within one hundred twenty (120) days of the Effective Date of this Agreement.
 - c. New employees must be trained within thirty (30) days of their hire. A screening of a video of the original training will suffice to meet this obligation.
39. Training of Telephone Operators. All Hospital Personnel who receive incoming telephone calls from the public will receive instructions by the Hospitals on using TTYs or relay services to make, receive, and transfer telephone calls and will receive training generally on the existence in the Hospitals of an ADA Administrator, as detailed in paragraph 22 of this Agreement, and the complaint resolution process, as described in paragraph 24 of this Agreement. Such training must be provided within 60 days of the Effective Date of this Agreement and will be conducted annually thereafter.
40. Training Attendance Sheets. The Hospitals will maintain in electronic form for the duration of this Agreement, confirmation of training conducted pursuant to paragraphs

37-39 of this Agreement, which will include the names and respective job titles of the attendees, as well as the date and time of the training session.

41. Training of Affiliated Physicians. The Hospitals will create and send an email blast advising affiliated physicians of their policy on the communication needs of Patients or Companions who are deaf or hard of hearing and will invite all physicians who are affiliated with the Hospitals (admitting or surgical privileges, etc.) to complete computerized training. This email will direct affiliated physicians to the Hospitals' web page which will include: (1) the Hospitals' Policy Statement for persons working at the Hospitals as described in paragraph 34 and any relevant forms; and (2) a request that physicians' staff members notify the Hospitals of deaf and hard-of-hearing Patients and Companions as soon as they schedule admissions, tests, surgeries, or other health care services at the Hospitals.

G. Reporting, Monitoring, and Violations

42. Compliance Reports. Beginning six months after the Effective Date of this Agreement and every six months thereafter for the entire duration of the Agreement, St. James will provide written reports ("Compliance Report") it receives from the Hospitals to the Department regarding the status of their compliance with this Agreement. The Compliance Report will include data relevant to the Agreement, including but not limited to:
- a. the information required in Auxiliary Aid and Service Log described in paragraph 24; and
 - b. the number of complaints received by the Hospitals from deaf and hard-of-hearing Patients and Companions regarding auxiliary aids and services and/or effective communication, and the resolution of such complaints including any supporting documents.

St. James will maintain records to document the information contained in the Compliance Report and will make them available, upon request, to the Department.

43. Complaints. During the term of this Agreement, St. James will notify the Department if any person files a lawsuit, complaint or formal charge with a state or federal agency, alleging that the Hospitals failed to provide auxiliary aids and services to deaf or hard-of-hearing Patients or Companions or otherwise failed to provide effective communication with such Patients or Companions. Such notification must be provided in writing via certified mail within twenty (20) days of the date the Hospitals received notice of the allegation and will include, at a minimum, the nature of the allegation, the name of the person making the allegation, and any documentation possessed by the Hospitals relevant to the allegation. St. James will reference this provision of the Agreement in the notification to the Department.

H. Compensatory Relief for Complainants and Release

44. Within fourteen (14) days of the effective date of this Agreement, St. James shall offer, in writing, to pay the Complainant a total monetary award of \$70,000.00 for monetary and compensatory damages. St. James shall send this written offer to the Complainant along with a copy of this signed Agreement and the Release attached as Exhibit B.
45. In order to accept the relief offered by St. James, the Complainant must execute and return the Release to St. James within twenty-one (21) days of her receipt of St. James' letter and Release.
46. If the Complainant accepts St. James' offer outlined in paragraph 44, St. James shall pay to Complainant the full amount of the total monetary award specified in paragraph 44 within fourteen (14) days of its receipt of the Release signed by the Complainant.
47. St. James will not withhold taxes from the monetary award and the Complainant will accept full responsibility for taxes due and owing, if any, on such funds. St. James will issue to the Complainant an IRS Form 1099 reflecting the amount paid to the Complainant.

I. Enforcement and Miscellaneous

48. Duration of the Agreement. This Agreement will be in effect for three (3) years from the Effective Date.
49. Enforcement. In consideration of the terms of this Agreement as set forth above, the Attorney General agrees to refrain from undertaking further investigation or from filing a civil suit under title III in this matter, except as provided in paragraph 51. Except as stated in the foregoing sentence, 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 St. James or the Hospitals 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.
50. Compliance Review and Enforcement. The United States may review compliance with this Agreement at any time and can enforce this Agreement if the United States believes that it or any requirement thereof has been violated by instituting a civil action in U.S. District Court. If the United States believes that this Agreement or any portion of it has been violated, it will raise its claim(s) in writing with St. James, and the parties will attempt to resolve the concern(s) in good faith. The United States will allow St. James thirty days from the date it notifies St. James of any breach of this Agreement to cure said breach, prior to instituting any court action to enforce the ADA or the terms of the Agreement.
51. Entire Agreement. This Agreement and the attachments hereto constitute 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, shall be enforceable. This Agreement is limited to the facts set forth herein and does not purport to remedy any other potential violations of the ADA or any other federal law.

52. Binding. This Agreement is final and binding on the parties, including all principals, agents, executors, administrators, representatives, successors in interest, beneficiaries, assigns, heirs and legal representatives thereof. Each party has a duty to so inform any such successor in interest.

53. Non-Waiver. Failure by any party to seek enforcement of this Agreement pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to other instances or provisions.

AGREED AND CONSENTED TO:


For the United States of America

For Franciscan St. James Health:


VANITA GUPTA, Acting Assistant
Attorney General
EVE L. HILL
Deputy Assistant Attorney General
Civil Rights Division

REBECCA B. BOND, Chief
SHEILA M. FORAN, Special Legal
Counsel

AMANDA MAISELS, Deputy Chief



ARNOLD KIMMEL, President
Franciscan St. James Health
1423 Chicago Road
Chicago Heights, Illinois 60411
(708) 756-1000



PAULA N. RUBIN, Trial Attorney
Disability Rights Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530
(202) 305-2191

11-26-14
Date

12.3.14
Date

Exhibit A

Model Communication Assessment Form

We ask this information so we can communicate effectively with Patients and/or Companions. All communication aids and services are provided FREE OF CHARGE. If you need further assistance, please ask your nurse or other Hospital Personnel.

Date:

Name of Patient or Companion:

Nature of Disability:

Deaf

Hard of Hearing

Other: _____

Relationship to Patient:

Self

Family member

Friend

Other: _____

Does the person with a disability want an onsite professional sign language or oral interpreter?

Yes. Choose one (free of charge):

American Sign Language (ASL)

Signed English

Oral interpreter

Other. Explain: _____

No.

Which of the following would be helpful for the person with a disability? (free of charge)

TTY/TDD (text telephone)

Assistive listening device (sound amplifier)

Qualified note-takers

Writing back and forth

Other. Explain: _____

If the person with a disability, or the Patient who the person with a disability is with, is

ADMITTED to the hospital, which of the following should be provided in the patient room?

Video remote interpreting

Telephone handset amplifier

Telephone compatible with hearing aid

TTY/TDD

Flasher for incoming calls

Paper and pen for writing notes

Other. Explain: _____

Any questions?

Please call _____ (voice), _____ (TTY), or visit us during normal business hours. We are located in room _____