



**VOLUNTARY RESOLUTION AGREEMENT  
UNDER THE AMERICANS WITH DISABILITIES ACT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
WILLIAM BEAUMONT HOSPITAL  
DJ # 202-37-210**

**PURPOSE**

1. The parties ("Parties") to this Voluntary Resolution Agreement ("Agreement") are the United States of America ("United States") and William Beaumont Hospital ("Beaumont"), a not-for-profit health care organization.
2. The Parties share a mutual interest in promoting and maintaining equal access to healthcare services by persons who are deaf or hard-of hearing. Accordingly, it is the Parties' intent that this Agreement shall affirm that policies and procedures are in place at Beaumont to ensure effective communication with persons who are deaf or hard-of-hearing and their companions that are deaf or hard-of-hearing (hereinafter, "Patients and Companions"), so that they may participate in or benefit from the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of Beaumont.

**BACKGROUND**

3. Beaumont provides comprehensive healthcare services in southeastern Michigan, at three hospitals and thirty-one (31) hospital off campus provider based sites ("Facilities"). See Attachment A for a list of the covered sites. This Agreement and the obligations set forth herein apply to the existing Facilities and any

additional hospitals and provider-based outpatient sites opened by Beaumont during the term of this Agreement (collectively, "Beaumont Facilities").

4. This matter was initiated by complaints received by the United States against Beaumont 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 (the "Matter"). Specifically, the Complainants, who are deaf and use American Sign Language ("ASL") as their primary means of communication, alleged that Beaumont failed to provide them with appropriate auxiliary aids and services, such as a qualified sign language interpreter, when necessary to ensure effective communication; inappropriately relied on their relatives to serve as interpreters; or inappropriately used video remote interpreting services ("VRI") in place of on-site interpreters when there was poor connectivity or there were problems with the patient's mobility or vision that made it difficult to see the VRI screen.
5. Beaumont expressly denies that it has violated title III of the ADA, and by entering into this Agreement, does not admit any wrongdoing.

### **JURISDICTION**

6. The United States Department of Justice, of which the United States Attorney's Office is a component, 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 Beaumont's compliance with title III of the ADA.
7. Complainants are individuals with a "disability" within the meaning of the ADA. 42 U.S.C. § 12102; 28 C.F.R. § 36.104.

8. Beaumont is a private, non-profit corporation, which owns and operates the Beaumont Facilities. The hospitals and outpatient sites are “places of public accommodation” 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. Accordingly, Beaumont is a place of “public accommodation” subject to the ADA’s title III requirements. 28 C.F.R. §§ 36.104; 36.201(a).
9. The ADA prohibits discrimination on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of places of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a).
10. Ensuring that medical care providers do not discriminate against patients on the basis of disability is an issue of general public importance. The United States is authorized to investigate alleged violations of title III of the ADA and where appropriate to use alternative means of dispute resolution, including settlement negotiations, to resolve disputes, and if resolution is not achieved, to bring a civil action in federal court in any case that involves a pattern or practice of discrimination or that raises issues of general public importance. Beaumont has fully cooperated in the United States’ investigation.
11. The parties agree that it is in their best interests, and the United States believes that it is in the public interest to resolve this complaint on mutually agreeable terms. In consideration of, and consistent with, the terms of the Agreement, the United States agrees to refrain from further investigation or filing of a civil suit under title III, except as provided in Paragraph 49 below.

12. This Agreement is not an admission of liability by Beaumont. By entering into this Agreement, Beaumont does not admit to any violation of law, liability, fault, misconduct, or wrongdoing.

### **DEFINITIONS**

13. 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, 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).
14. The term "Beaumont Personnel" means all employees of Beaumont's Facilities who have or are likely to have patient care responsibilities or job duties that require direct contact with Patients and Companions as defined herein, both full, part-time and contingent, as well as independent contractors with contracts to work on a substantially full-time basis for Beaumont at Beaumont's Facilities, including, without limitation, nurses, physicians, social workers, technicians, admitting personnel, billing staff, security staff, therapists, and volunteers.
15. 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.

16. 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 a Beaumont Facility, whether as an inpatient or an outpatient.
17. 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 Beaumont should communicate. 28 C.F.R. § 36.303(c)(1)(i).

## **RELIEF**

### **A. Prohibition of Discrimination**

18. Nondiscrimination. Beaumont shall not discriminate against any individual with a disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations it provides. *See* 42 U.S.C. § 12182(a).
19. Discrimination by Association. Beaumont shall not deny equal services, accommodations, or other opportunities to any individual because of the known relationship of that person with someone who has a disability. *See* 42 U.S.C. § 12182(b)(1)(E).

20. Retaliation and Coercion. Beaumont 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. Program for Effective Communication**

21. Nondiscrimination. Beaumont shall take those steps that are necessary to 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.
22. Appropriate Auxiliary Aids and Services. Pursuant to 42 U.S.C. § 12182(b)(2)(A)(iii), Beaumont will promptly 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 27-28 of this Agreement. Appropriate auxiliary aids and services will be provided as soon as practicable (without compromising patient care), except that the provision of interpreters must be within the time frame described in paragraph 36 of this Agreement.
23. Policies for Communicating with Deaf or Hard-of-Hearing Patients and Companions. Within ninety (90) days of the effective date of this Agreement, Beaumont will review its policies on providing effective communication with Patients and Companions, and revise them as necessary. Such policies shall include:
- a. A statement that Beaumont will provide qualified interpreters, free of charge, to Patients and Companions,

- b. A statement making it clear to Beaumont Personnel that no advance or supervisory approval is needed before obtaining an on-site interpreter for a patient or companion who needs one for effective communication.

24. Program to Provide Appropriate Auxiliary Aids and Services. Within 120 days of the effective date of this Agreement, Beaumont will:

- a. Develop, coordinate, and oversee the development of, or revisions to, specific policies and procedures necessary to fully implement this Agreement;
- b. Ensure that the interpreter services it currently works with, or those with which it plans to work, provide qualified interpreters and VRI services to fully implement the terms of this Agreement;
- c. Schedule, announce, and promote all training required by this Agreement; and
- d. Modify medical and intake forms and records as necessary to ensure that Beaumont can comply with this Agreement.

25. Beaumont ADA Personnel. Beaumont will provide at least one employee on duty and available twenty-four (24) hours a day, seven (7) days a week (or during the hours that the facility is open) to answer questions and provide appropriate assistance regarding immediate access to, and proper use of, the appropriate auxiliary aids and services, including qualified interpreters. For the purposes of this Agreement, these individuals will be referred to as "Beaumont ADA Personnel." The Beaumont ADA Personnel will know where the auxiliary aids are stored and how to operate them and will be responsible to ensure that the appropriate individuals or departments provide the required maintenance, repair, replacement, and distribution of needed auxiliary aids. Beaumont will circulate and

post broadly within the Beaumont Facilities the sign described in paragraph 37 below where Patients and Companions can direct questions.

26. Review of New and Modified Policies. When Beaumont creates or modifies policies and procedures related to communicating with Patients and Companions, Beaumont will submit copies of the same for review to the United States prior to their implementation. The United States will review the proposed policies and procedures within thirty (30) days of receipt. Beaumont will revise its proposed policies and procedures to incorporate any reasonable revisions requested by the United States that are required to comply with the ADA.
  
27. General Assessment Criteria. The determination of the type of appropriate auxiliary aids or services that will be provided, and the timing, duration, and frequency with which they will be provided, will be made by Beaumont in consultation with the person with a disability. Beaumont will revise the Hearing Impaired Screening Assessment Questionnaire and Interpreter Data tool (“Tool”) it uses, based on the model attached to this Agreement, and include the revised Tool as part of the overall patient assessment, attached to this Agreement as Attachment B. The overall patient assessment made by Beaumont will take into account all relevant facts and circumstances, including, but not limited to, the following:
  - a. the method of communication used by the individual;
  - b. the nature, length, complexity, and importance of the communication at issue, and the context in which the communication is taking place;
  - c. the individual’s communication skills;
  - d. the Patients’ health status or changes thereto;
  - e. the Patients’ and Companions’ request for, or statement of need for, an interpreter; and



- f. the Patients' and Companions' preference with respect to the type of aids or services that will be provided.

- 28. 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 who Beaumont knows to be deaf or hard-of-hearing, or upon the arrival of the Patient or Companion at Beaumont, whichever is earlier. Beaumont Personnel will perform an assessment as part of each initial inpatient assessment and document the results in the Patient's medical chart. In the event that Beaumont Personnel become aware or should know that communication is not effective, Beaumont Personnel will reassess which appropriate auxiliary aids and services are necessary, in consultation with the person with a disability, where possible, and provide such auxiliary aid or service based on the reassessment.
- 29. Subsequent Visits. If a Patient or Companion has an ongoing relationship with Beaumont, with respect to subsequent visits, Beaumont will continue to provide the appropriate auxiliary aids or services to the Patient or Companion without requiring another request for auxiliary aids or services to be made for each visit. In addition, Beaumont will continue to address the needs of the Patient or Companion on each visit and will ask the Patient and/or Companion questions related to auxiliary aids or services needs in order to ensure that the means of communication provided in past visits continue to be effective means of communication. Beaumont will keep appropriate records that reflect the ongoing provision of auxiliary aids and services to Patients and Companions, such as notations in a Patient's medical charts.
- 30. Auxiliary Aid and Service Log. Beaumont will maintain a log in which requests for auxiliary aids and services, including 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 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 Beaumont for the entire duration of the Agreement.

31. Record of Need for Auxiliary Aid or Service. Beaumont will take appropriate steps to ensure that all Beaumont Personnel are made aware when a Patient or Companion needs any auxiliary aids and services for effective communication. These steps will include designating this information in the electronic medical record.
32. Prohibition of Surcharges. All appropriate auxiliary aids and services required by this Agreement will be provided free of charge to the Patient or Companion.
33. Complaint Resolution. Beaumont will utilize its established grievance resolution mechanism for the investigation of disputes regarding effective communication with Patients and Companions. Beaumont will maintain records of all grievances regarding effective communication, whether oral or written, made to Beaumont and actions taken with respect thereto. When Beaumont Personnel complete the assessment described in paragraphs 27-28 and advise the Patient and Companion of their determination of which appropriate auxiliary aids and services are necessary, Beaumont will notify Patients and Companions of the grievance resolution mechanism, to whom complaints should be made, and of their right to receive a written response to the grievance. A written response to any grievance shall be as prompt as practicable, but no later than 30 days, after receipt of the

complaint; however, if Beaumont is unable to complete its investigation of the grievance within 30 days, Beaumont shall inform the Patients and Companions in writing that an extension of the 30-day period is necessary in order to complete the investigation into the grievance. Copies of all grievances related to provision of services for Patients and Companions, and the responses thereto will be maintained by Beaumont for the entire duration of the Agreement.

### **C. Qualified Interpreters**

34. Circumstances Under Which Interpreters Will Be Provided. Depending on the length, complexity and nature of the communication, a qualified interpreter may be necessary to ensure effective means of communication for Patients and Companions and visitors. When an interpreter is necessary to ensure effective communication, Beaumont shall provide qualified sign language interpreters to Patients and Companions whose primary means of communication is sign language, and qualified oral interpreters to such Patients and Companions who rely primarily on lip reading. The following list, includes but is not limited to, circumstances when it may be necessary to provide a qualified interpreter:

- 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, pre- and 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.

35. Use of VRI. If VRI services are used in place of an on-site interpreter, Beaumont will ensure that use of the service is appropriate under the circumstances, taking into account Patient's or Companion's age, vision, mobility, past experience with VRI, and any other factors which may make the use of VRI inappropriate for that patient. Beaumont will also 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).<sup>1</sup>

36. 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 and/or Companion less than twenty-four (24) hours before the Patient’s appearance at the Hospitals for examination or treatment. For non-scheduled interpreter requests, Beaumont Personnel will complete the assessment described in paragraphs 27-28 above. When an interpreter is appropriate, Beaumont will use reasonable, good faith efforts to provide an interpreter as soon as possible but no more than (a) ninety (90) minutes from the time Beaumont Personnel complete the assessment, or (b) 30 minutes from the time Beaumont Personnel complete the assessment if the service is provided through a VRI service. Deviations from this response time will be addressed with the interpreting service provider. Beaumont shall not be held in breach of this provision should exigent circumstances exist, including lack of availability of qualified interpreters with the interpreting service providers contracted with Beaumont, and alternate services or aids are timely provided to the Patient or Companion.

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<sup>1</sup> If Beaumont wishes to use VRI services in place of an on-site interpreter, Beaumont will notify the Patient and/or Companion of its intent to do so as far in advance as practicable, and will give the individual an opportunity to offer any good faith basis for believing that VRI would not be an effective means of communication, as required by Rule 55(13) of the Michigan Division on Deaf and Hard-of-Hearing general rules for qualified interpreters.

- b. Scheduled Interpreter Requests. A “scheduled interpreter request” is a request for an interpreter made at least twenty-four (24) hours before the services of the interpreter are required. For scheduled interpreter requests, Beaumont Personnel will make appropriate inquiries at the time the appointment or scheduled visit is made to determine each patient’s needs, and, when an interpreter is appropriate, Beaumont will make a qualified interpreter available at the time of the scheduled appointment. If a qualified interpreter used by Beaumont is coming on-site and fails to arrive for the scheduled appointment, Beaumont will, upon notice that the interpreter failed to arrive, immediately call the interpreter service to send another qualified interpreter. Beaumont shall make alternate auxiliary aids or services available to Patients and Companions while awaiting on-site qualified interpreters and Beaumont shall not be held in breach of this provision should exigent circumstances exist, as set forth in paragraph 36(a) above.
- c. Data Collection on Interpreter Response Time and Effectiveness. Beaumont will monitor the performance of each qualified interpreter service it uses to provide communication to Patients and Companions. As part of the Auxiliary Aid and Service Log, described in paragraph 30, Beaumont shall collect information regarding response times for each request for an interpreter.

**D. Notice to Community**

37. Policy Statement. Within ninety (90) days of the effective date of this Agreement, Beaumont shall post and maintain signs of conspicuous size and print in the registration areas and the emergency department(s) of each Beaumont Facility, and

wherever a Patient's Bill of Rights is required by law to be posted in a Beaumont Facility. Such signs shall be to the following effect:

Sign language and oral interpreters, 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 \_\_\_\_\_.

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

38. Website. Beaumont will include on its website a statement, described in paragraph 37, that qualified interpreters and other auxiliary aids and services are provided free of charge. The posting to the website will include the international symbols for "interpreters."

39. Patient Handbook. Beaumont will include in all future printings of their patient handbooks, patient and visitor guides, online guides and handbooks, and all similar publications, a statement to the following effect:

To ensure effective communication with patients and their companions who are deaf, blind, hard-of-hearing, or of limited English proficiency, we provide appropriate auxiliary aids and services free of charge, such as qualified sign language and oral interpreters, high definition video remote interpreting services, over the phone interpreting, note takers, written and translated materials, telephone handset amplifiers, assistive listening devices and systems, telephone compatible with hearing aids, and televisions with captioning of most Beaumont facilities' programs. Please ask your nurse or other Beaumont staff.

Beaumont will also include in any future printing of its patient handbooks, patient and visitor guides, online guides and handbooks, and all similar publications, a description of its complaint resolution mechanism.

## **E. Training**

40. Training of Beaumont ADA Personnel. Beaumont will provide mandatory training for the Beaumont ADA Personnel within sixty (60) days of designation as provided

in paragraph 25 of this Agreement. Such training will be sufficient in duration, content, and include practical application on actual devices, to train the Beaumont ADA Personnel in the following areas:

- a. to promptly identify communication needs of Patients and Companions 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 Beaumont of deaf or hard-of-hearing Patients and Companions as soon as Patients schedule admissions, tests, surgeries, or other health care services at the Beaumont facilities;
- 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 VRI services;
- f. making and receiving calls through the relay services; and
- g. Beaumont's complaint resolution procedure described in paragraph 33 of this Agreement.

Such training must be provided within 120 days of the effective date of this Agreement.

41. Training of Beaumont Personnel. Beaumont will provide mandatory in-service training to all Beaumont Personnel. Such training, which can be provided by a



third-party or on-line through learning modules, will be sufficient in duration and content to train the individual in:

- a. the various degrees of hearing impairment, language, and cultural diversity in the deaf community;
- b. identification of communication needs of persons who are deaf or hard-of-hearing;
- c. Beaumont's auxiliary aids and services policy;
- d. recommended and required charting procedures governing requests for auxiliary aids and services;
- e. types of auxiliary aids and services available;
- f. the proper use and role of qualified interpreters;
- g. the proper use and role of video remote interpreting services; and
- h. any other applicable requirements of this Agreement.

Such training must be provided annually. New Beaumont Personnel must be trained within thirty (30) days of their hire, and their training must include a practical component where the trainee is required to demonstrate competence in the use of the video remote interpreting devices and services. A screening of a video of the on-line training module will suffice to meet the annual training obligation thereafter.

42. Training Attendance Documentation. Beaumont will maintain an electronic log for the duration of this Agreement documenting the training conducted pursuant to paragraphs 40 and 41 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.

43. Training and Notification of Affiliated Physicians. Beaumont will create and send an email blast advising all affiliated physicians of its policy on effective communication for Patients and Companions who are deaf or hard-of-hearing, and will invite all physicians who are affiliated with Beaumont to review their obligations under the ADA and Beaumont's policy on providing auxiliary aids and services to Patients and Companions who are deaf or hard-of-hearing.

**F. Reporting and Monitoring**

44. Reports. On or prior to the one-year anniversary of this Agreement, Beaumont will provide the United States with a written report of compliance ("Report") with this Agreement. The Report will include information relevant to the Agreement, including but not limited to the status of deadlines required under this Agreement, copies of its training materials, the number of individuals at each Beaumont Facility trained, the number of complaints received by Beaumont from Patients or Companions regarding effective communication, the Beaumont facility or program that was the subject of the complaint, and the status of the complaint. Beaumont will maintain records to document the information contained in the complaints, and will make this information available, upon written request, to the United States.
45. Complaints. During the term of this Agreement, Beaumont will notify the United States if any person files a lawsuit, complaint or formal charge with a state or federal agency, alleging that Beaumont failed to provide auxiliary aids and services to individuals who are deaf or hard-of-hearing, or otherwise failed to provide effective communication with such individuals. Such notification must be provided in writing via certified mail as soon as practical, but no later than thirty (30) days after the date Beaumont received notice of the allegation, and will include the nature of the allegation and the name and contact information of the person making

the allegation, and a brief description of what actions, if any, Beaumont took to address the allegation. Beaumont will reference this provision of the Agreement in the notification to the United States.

**G. Enforcement and Miscellaneous**

46. Delivery of Materials. All materials sent to the United States pursuant to this Agreement, including reporting materials, shall be in writing and delivered by email or overnight delivery to the following:

Susan K. DeClercq  
Chief, Civil Rights Unit  
United States Attorney's Office for the Eastern District of Michigan  
211 W. Fort Street, Suite 2001  
Detroit, Michigan 48226  
email: susan.declercq@usdoj.gov

and

U. S. Department of Justice  
Civil Rights Division  
Disability Rights Section  
150 M St., N.E. 9<sup>th</sup> Floor  
Washington, DC 20530  
Attn: DJ # 202-37-210

47. Duration of the Agreement. This Agreement will be in effect for fifteen (15) months from the effective date of this Agreement.
48. Effective Date. The effective date of this Agreement is November 1, 2019.
49. Enforcement. In consideration of the terms of this Agreement as set forth above, the United States agrees to refrain from undertaking further investigation or from filing a civil suit in this Matter, except as provided in paragraph 49. 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 Beaumont 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. This Agreement does not affect the continuing obligations of Beaumont to comply with the provisions of title III of the ADA.

50. Compliance Review and Enforcement. The United States may review compliance with this Agreement at any time. 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 Beaumont, and the Parties will attempt to resolve the concern(s) in good faith. The United States will allow Beaumont thirty (30) days from the date it notifies Beaumont of any alleged 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 a compromise of claims and 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 the United States 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:**

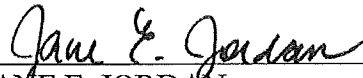
For the UNITED STATES OF  
AMERICA

For WILLIAM BEAUMONT HOSPITAL

MATTHEW SCHNEIDER  
United States Attorney  
Eastern District of Michigan



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SUSAN K. DeCLERCQ  
Assistant United States Attorney  
United States Attorney's Office  
Eastern District of Michigan  
Civil Rights Unit  
211 W. Fort St., Suite 2001  
Detroit, MI 48226



\_\_\_\_\_  
JANE E. JORDAN  
Senior Vice President and General Counsel  
Beaumont Health  
26901 Beaumont Blvd., 6D  
Southfield, MI 48033

Dated: 11-6-19

Dated: 11.13.19

## ATTACHMENT A

The Beaumont facilities covered by this agreement include, but are not limited to, the following listed facilities. If Beaumont acquires or adds any new facilities of the types listed here during the life of this agreement, those facilities will also be covered by this agreement.

### **Hospitals:**

Beaumont Hospital – Grosse Pointe

Beaumont Hospital – Royal Oak

Beaumont Hospital – Troy

### **Hospital Outpatient Departments & Medical Centers (Off Campus Locations):**

Beaumont Children's Center – Southfield

Beaumont Physical Therapy – Berkley

Beaumont Medical Center – Birmingham

- Beaumont Mammogram Services

Beaumont Rehabilitation Services – Grosse Pointe (1<sup>st</sup> Floor and 2<sup>nd</sup> Floor)

Beaumont Rehabilitation Services – St. Clair Shores (Suite 200)

Beaumont Medical Center – Lake Orion

Beaumont Medical Center – Macomb

- Beaumont Macomb Surgery Center, Suite 200

Beaumont Medical Office Building – Macomb

Beaumont Physical Therapy – Blossom Ridge

Beaumont Health and Wellness Center – Rochester Hills

Beaumont Medical Center – Rochester Hills

Beaumont Health & Wellness Center – Coolidge

Beaumont Family Medicine Center – St. Clair Shores

- Beaumont Family Medicine Center – Residency Program

Beaumont Medical Center – St. Clair Shores

- Beaumont Sleep Services, Suite 203
- Beaumont Integrative Cardiology, Suite 205

Beaumont Medical Center – Warren

Beaumont Medical Center – West Bloomfield

- Beaumont West Bloomfield Surgery Center

Beaumont Northwest Cardiology

Beaumont Northpointe Heart Center – Berkley

Beaumont Northpointe Heart Center – Southfield

Beaumont Northpointe Heart Center – Troy

Beaumont Michigan Heart Group – Novi

Beaumont Michigan Heart Group – Troy, Suite 200

Beaumont Associates of Vascular & Endovascular Surgery, Suite 250

Beaumont Geriatric Assessment Services & Internal Medicine – Berkley, Suite 100

Beaumont Sleep Evaluation Services – Southfield

Beaumont Wound Treatment Center – Berkley

Beaumont Specialist in Vascular Surgery


Beaumont Women’s Subspecialty Clinic

Beaumont Cardiovascular Specialists

Beaumont Vein Clinic – Grosse Pointe

Beaumont Physical Therapy - West

## ATTACHMENT B

 oneChart Integrated Electronic Health Records	IT@BH Communication	Date: June 2019  SR-00003639972
Location(s):	<input checked="" type="checkbox"/> ALL <input type="checkbox"/> FMH <input type="checkbox"/> GRP <input type="checkbox"/> DBN <input type="checkbox"/> AMB DMG/SAG <input type="checkbox"/> AMB Independent <input type="checkbox"/> Other	<input type="checkbox"/> RYO <input type="checkbox"/> TLR <input type="checkbox"/> YRT <input type="checkbox"/> WYN
Module:	<input type="checkbox"/> EpicCare AMB <input type="checkbox"/> ANC; <input type="checkbox"/> ANES <input checked="" type="checkbox"/> ASAP <input type="checkbox"/> Beacon <input checked="" type="checkbox"/> Cupid <input type="checkbox"/> Willow (Rx) <input checked="" type="checkbox"/> EpicCare Inpatient <input type="checkbox"/> Haiku/Canto <input type="checkbox"/> Lab <input type="checkbox"/> MISD <input type="checkbox"/> myChart <input checked="" type="checkbox"/> OpTime <input type="checkbox"/> Radiant <input type="checkbox"/> RevCycle <input checked="" type="checkbox"/> Stork-OB <input type="checkbox"/> Oncology <input type="checkbox"/> Reg/ADT	
Target Audience:	Nurses	
Subject:	Deaf, Blind, Hard of Hearing Assessment	
Effective Date:	June 6, 2019	
This is how it works...		

Effective June 6, 2019, the Deaf, Blind, Hard of Hearing Assessment will display in Epic oneChart as indicated below:

### From Admission Navigator:

* Deaf, Blind, Hard of Hearing Patient Assessment		
Case: Filter	<input type="checkbox"/> Deaf (knows American Sign Language) <input checked="" type="checkbox"/> Deaf (Does not know American Sign Language)	
What type of hearing impairment is the patient?	<input type="checkbox"/> Willing notes? <input type="checkbox"/> Sign Language Interpreter? <input type="checkbox"/> Video Interpreter <input type="checkbox"/> Computer-aided real-time transcription	
Are you able to speak?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you use lip-reading?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you use hearing aids?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Would you be able to understand speech without lip-reading?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
What is your level of hearing loss?	<input type="checkbox"/> Mild <input type="checkbox"/> Moderate <input type="checkbox"/> Severe	
What hearing aids do you use?	<input type="checkbox"/>	
Do you require personal communication services?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you require communication services?	<input type="checkbox"/>	
Do you require communication services?	<input type="checkbox"/>	

Please do not add this document as the content has gone through the appropriate approval process.



From Flowsheets:

		U/00
<b>Deaf, Blind, Hard of Hearing Patient Assessment</b>		
<b>Patient, Parent or Companion is</b>		
What is your preferred method for communication?		
Are you able to speak?		
Do you read lips?		
Do you use hearing aids?		
Would you like close captioning while watching TV?		
What is your level of hearing loss?		
What hearing assistive devices would you require?		
Do any of your parents/companions require any communication		
Any other communication preferences you would like to share?		