

**SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND ADVENTIST MIDWEST HEALTH**

BACKGROUND

1. This settlement agreement (the “Agreement”) is entered into as of June 25, 2018 (“Effective Date”) between the United States of America (“United States”) and Adventist La Grange Memorial Hospital (“ALMH”) and Adventist Hinsdale Hospital (“AHH”) (ALMH and AHH will collectively be referred to as “AMH”) (collectively, the United States and AMH will be referred to as the “Parties”).

2. ALMH and AHH, are a part of Adventist Midwest Health, a system of health providers serving the western suburbs of Chicago and a component of Adventist Health Systems.

3. This matter was initiated by a complaint filed with the United States against AMH, alleging violations of Title III of the Americans with Disabilities Act of 1990, as amended (“Title III” or “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 ALMH and AHH failed, during two separate visits, to provide sign language interpretive services in a manner that ensured effective communication.

4. Complainant T.S. is deaf and uses American Sign Language (“ASL”) as his primary means of communication. T.S. was treated at and admitted to ALMH on January 13-14, 2015 and was treated at AHH on January 15, 2015. T.S. alleges that in both instances, upon arrival at the hospital’s Emergency Department, he requested an on-site ASL interpreter so he could communicate with AMH medical personnel about the medical needs and concerns that had prompted his visit to the Emergency Department. T.S. further alleges that on each occasion, his request for an on-site interpreter was denied, and that the auxiliary aids and services that were provided did not ensure effective communication.

INVESTIGATION AND FINDINGS

5. The United States Department of Justice (the “Department”) and the U.S. Attorney’s Office for the Northern District of Illinois (“U.S. Attorney’s Office”) are authorized to investigate alleged violations of Title III of the ADA, to use alternative means of dispute resolution, where appropriate, including settlement negotiations to resolve disputes, and to bring a civil action in federal court in any case that involves a pattern or practice of discrimination or that raises an issue of general public importance. 42 U.S.C. §§ 12188(b), 12212; 28 C.F.R. §§ 36.502, 36.503, 36.506.

6. Complainant T.S. is an individual with a “disability” within the meaning of the ADA. 42 U.S.C. § 12102; 28 C.F.R. § 36.104.

7. AMH 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. § 36.201(a). The ADA prohibits public accommodations, including hospitals, from discriminating on the basis of disability in the full and equal enjoyment of their goods, services, facilities, privileges, advantages or accommodations. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a).

8. On the basis of its investigation, the U.S. Attorney’s Office determined that AMH denied the Complainant T.S. appropriate auxiliary aids and services necessary for effective communication during the two above-referenced treatments at Adventist La Grange and Adventist Hinsdale, in violation of 42 U.S.C. § 12182(b)(2)(A)(iii); 28 C.F.R. § 36.303. AMH fully cooperated in the investigation of this matter and denies the Complainant’s allegations.

9. The Parties have determined that the complaint filed with the United States can be resolved without litigation and have prepared and agreed to the terms of this Agreement. This Agreement shall not be construed or deemed an admission of liability or as an admission regarding any of Complainant’s factual allegations by AMH, Adventist Midwest Health or Adventist Health Systems, and nothing in this Agreement shall be construed as a waiver by these entities to defend against any allegation claiming that AMH violated any statutes, regulations, or rules administered by the United States or to prevent or limit the right of those entities to challenge any claim alleging non-compliance under the ADA, Section 504 or Section 1557.

DEFINITIONS

10. The term “auxiliary aids and services” includes qualified interpreters provided either on-site or through video remote interpreting (“VRI”) services; note takers; 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).

11. The term “AMH personnel” means all employees, both full and part-time, and independent contractors with contracts to work on a substantially full-time basis for AMH (or on a part-time basis exclusively for AMH), including, without limitation, nurses, physicians, social workers, technicians, admitting personnel, billing staff, security staff, therapists, and volunteers, who have or are likely to have direct contact with Patients or Companions as defined herein. For purposes of this Agreement, AMH personnel expressly does not include third party contractors, including, but not limited to, maintenance or custodial contractors, whose job responsibilities do not involve direct interaction with Patients or Companions.

12. The term “qualified interpreter” means an interpreter who, via 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.

13. The term “Patient” shall be broadly construed to include any individual who is seeking access to, or participating in, the goods, services, facilities, privileges, advantages, or accommodations of AMH, whether as an inpatient or an outpatient.

14. The term “Companion” means a person who is deaf or hard of hearing, as defined herein, 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 AMH, 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).

15. The term “deaf” refers to persons who are deaf or late-deafened.

16. The term “hard of hearing” includes persons who have a hearing deficit and who may or may not primarily use visual aids for communication and may or may not use auxiliary aids.

EQUITABLE RELIEF

A. Prohibition of Discrimination

17. Nondiscrimination. AMH 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), AMH shall also provide deaf and hard of hearing Patients and Companions with the full and equal enjoyment of their services, privileges, facilities, advantages, and accommodations as required by this Agreement and the ADA.

18. Discrimination by Association. AMH shall not deny equal services, accommodations, or other opportunities to any individual because of the known relationship of that person with someone who is deaf or hard of hearing. *See* 42 U.S.C. § 12182(b)(1)(E).

19. Retaliation and Coercion. AMH 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 has exercised, or is exercising, his or her rights under this Agreement or the ADA. *See* 42 U.S.C. § 12203.

B. Effective Communication

20. Appropriate Auxiliary Aids and Services. Consistent with 42 U.S.C. § 12182(b)(2)(A)(iii), AMH 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 21-22 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 30 of this Agreement. AMH will advise Patients and Companions who require auxiliary aids or services that these can be available throughout the Patient's hospitalization as required by the Patient.

21. 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 AMH in consultation with the person with a disability, whenever possible. The assessment made by AMH 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 AMH will develop a form (which may be electronic) similar to Exhibit A within 30 days of the Effective Date of this Agreement to be used at AMH.

22. Time for Assessment. The determination of appropriate auxiliary aids and services, and the timing, duration, and frequency with which they will be provided, must be made to the extent possible at the time an appointment is scheduled for the deaf or hard of hearing Patient or on the arrival of the deaf or hard of hearing Patient or Companion at AMH whichever is earlier. AMH personnel will perform an assessment informed by the information collected as described in paragraph 21 as part of each initial inpatient assessment and document the results in the Patient's medical chart. In the event that the initial form of communication is not effective, or circumstances change, AMH 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.

23. ADA Administrators. Both ALMH and AHH will designate at least one employee as an ADA Administrator or ADA Co-Administrators, and at least one such employee will always be on duty and available 24 hours a day, 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. AMH will circulate and post broadly the name, telephone number, function, and office location of the Administrator(s), including a TTY number, through which the ADA Administrator or Co-Administrator on duty can be contacted 24 hours a day, 7 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 25 of this Agreement. The ADA Administrator or Co-Administrators will be designated by AMH no later than 30 days following execution of this Agreement and will be subject to approval by Assistant United States Attorney Sarah North.

24. Auxiliary Aid and Service Log. AMH 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 or 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 45 of this Agreement.

25. Complaint Resolution. AMH will continue to utilize its established grievance resolution mechanism for the investigation of disputes regarding effective communication with deaf and hard of hearing Patients and Companions. AMH will maintain records of all grievances regarding effective communication, whether oral or written, made to the Hospital and actions taken with respect thereto. At the time AMH completes its assessment described in paragraphs 21-22 and advises the Patient and/or Companion of its determination of which appropriate auxiliary aids and services are necessary, the Hospital will notify deaf and hard of hearing persons of its 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 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.

26. 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.

27. Communication with Patients and Companions. AMH will take appropriate steps to ensure that all Hospital Personnel are made aware of a Patient or Companion's disability and auxiliary aids and services needed so that effective communication with such person will be achieved. This will be done by documenting this information in the electronic medical record. In addition, AMH will, through training discussed in paragraphs 40-44, ensure that all Hospital Personnel are aware of: (a) AMH's policies and procedures implementing this Agreement and the ADA; (b) AMH's policies and procedures governing requests for auxiliary aids and services by deaf and hard of hearing Patients and Companions; and (c) the role of the ADA Administrator(s) described in paragraph 23 of this Agreement.

C. Qualified Interpreters

28. Circumstances Under Which Interpreters Will Be Provided. For complicated and interactive communications, it may be necessary for AMH to provide a qualified interpreter to ensure effective means of communication for patients and visitors. AMH 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 for diagnostic purposes, and discussing medical conditions, medications, and medical history;
- b. When AMH conducts its initial and periodic assessments of a Patient;
- c. Explaining medical conditions, treatment options, tests, medications, surgery and other procedures;
- d. Providing a diagnosis and recommendation for treatment;
- e. Communicating with a Patient during treatment, testing procedures, and during physician's rounds;
- f. Obtaining informed consent for treatment;
- g. Providing instructions for medications, pre- and post-treatment activities and follow-up treatments;
- h. Providing mental health services, including group or individual counseling for Patients and family members;
- i. Providing information about blood or organ donations;
- j. Discussing powers of attorney, living wills and/or complex billing and insurance matters;
- k. During educational presentations, such as birthing or new parent classes, nutrition and weight management programs, and CPR and first-aid training;
- l. Discussing discharge planning and discharge instructions;
- m. When AMH provides religious services and spiritual counseling; and

- n. Any other circumstance in which a qualified sign language interpreter is necessary to ensure a Patient's rights provided by law.

29. Chosen Method for Obtaining Interpreters. Within 30 days after execution of this Agreement, AMH will identify one or more interpreter services for each hospital facility and will make appropriate arrangements with said services to provide qualified on site interpreters as well as VRI services at the request of the hospital facility.

30. Provision of Interpreters in a Timely Manner.

- a. Non-scheduled Interpreter Requests. A "non-scheduled interpreter request" means a request for an interpreter that is made less than three hours before the appearance at AMH by a deaf or hard of hearing Patient or Companion for examination or treatment that was not scheduled prior to the time such Patient or Companion came to the Hospital. For non-scheduled interpreter requests, Hospital Personnel will make the request for an interpreter within 15 minutes after completing the assessment described in paragraphs 21-22 above. However, the time within which the interpreter is provided shall be no more than: (a) two hours from the time the call is placed to the interpreter service if the service is provided through a contract interpreting service or a staff interpreter who is located off-site at the time the need arises; or (b) 30 minutes from the time the Patient's or Companion's request is made 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 U.S. Attorney's Office.
- b. Scheduled Interpreter Requests. A "scheduled interpreter request" is a request for an interpreter in which there are three or more hours between the time when a deaf or hard of hearing Patient or Companion makes a request for an interpreter and when the services of the interpreter are required. For scheduled interpreter requests, AMH will make a qualified interpreter available at the time of the scheduled appointment. If an interpreter fails to arrive for a scheduled appointment, upon notice that the interpreter failed to arrive, the Hospital will immediately call the interpreter service for another qualified interpreter.
- c. Data Collection on Interpreter Response Time and Effectiveness. AMH will monitor the performance of each qualified interpreter its hospital facilities use to provide communication to deaf or hard of hearing Patients or Companions through its established process of monitoring outside

vendors. As part of the Auxiliary Aid and Service Log described in paragraph 24, AMH shall collect information regarding response times for each request for an interpreter.

31. 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, AMH shall ensure that it provides: (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; significant pain; or due to space limitations in the room. AHM are currently providing VRI services. AMH is not responsible for power outages or service interruptions due to acts of God or third party problems. Whenever, based on the circumstances, VRI is not providing effective communication after it has been provided or is not available due to circumstances outside of AMH's control, other effective auxiliary aids and/or services, such as an on-site interpreter, shall be used. If an on-site interpreter is used, AMH shall use its best efforts to ensure the interpreter is provided in accordance with the timetables set forth in paragraph 30 above.

32. Notice to Patients and Companions Who are Deaf or Hard of Hearing. As soon as Hospital Personnel have determined that a qualified interpreter is necessary for effective communication with a Patient or Companion who is deaf or hard of hearing, the hospital 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 hospital 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.

33. Other Means of Communication. AMH agrees that between the time an interpreter is requested and the interpreter is provided, Hospital Personnel will continue to try to communicate with the Patient or Companion who is deaf or hard of hearing 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, for example, using sign language pictographs. This provision in no way lessens AMH's obligation to provide qualified interpreters in a timely manner as required by paragraph 30 of this Agreement.

34. Restricted Use of Certain Persons to Facilitate Communication. AMH will not rely on an adult friend or adult family member of the Patient or Companion who is deaf or hard of hearing to interpret except:

a. In an emergency involving an imminent threat to the safety of an individual or the public where there is no interpreter available; or

b. Where the Patient or Companion who is deaf or hard of hearing specifically requests that the adult friend or adult family member interpret, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances.

AMH will not rely on a minor child or Patient to interpret except in the limited circumstances described in (a) above.

D. Notice to the Community

35. Policy Statement. Within 90 days of the Effective Date of this Agreement, AMH shall post and maintain signs of conspicuous size and print at all hospital admitting stations, the Emergency Department, and wherever a Patient's Bill of Rights is required by law to be posted, with substantially similar language to that provided in the **Sample Posting** attached as **Exhibit B** notifying the public of the availability of auxiliary aids and services and their related rights. These signs will include the international symbols for "interpreters" and "TTYs."

36. Website. AMH will include on its website the same or substantially same policy statement.

37. Patient Handbook. AMH will include in its 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, 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 hospital programs. Please ask your nurse or other Hospital Personnel for assistance, or contact the Information Office at _____ (voice or TTY), room _____.

AMH will also include in its Patient Handbook, a description of its complaint resolution mechanism.

E. Notice to AMH Hospital Personnel and Physicians

38. AMH shall publish on its intranet a policy statement regarding the hospital's 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, 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. In all instances, personnel should direct that person to the appropriate ADA Administrator(s) at _____ and reachable at _____.

39. Notice to Personnel. AMH's policy for effective communication with persons who are deaf or hard of hearing will be accessible to all Hospital Personnel and Active Members of the Hospital Medical Staff. The policy will also be provided to all newly hired Hospital Personnel and all Active Members of the Hospital Medical Staff upon their affiliation or employment with AMH.

F. Training

40. Training of Hospital Personnel. Except for affiliated physicians, who are governed by paragraph 44 of this Agreement, AMH will provide mandatory in-service training to all Hospital Personnel. The training will address the needs of deaf and hard of hearing Patients and Companions and will include the following objectives:

- a. to promptly identify communication needs of Patients and Companions who are deaf or hard of hearing.
- b. to secure qualified interpreter services or VRI services as quickly as possible when necessary; and
- c. 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).

Such training must be provided within 90 days of the Effective Date of this Agreement.

41. Training of New Employees. AMH will provide the training specified in the preceding paragraph to new Hospital Personnel within 30 days after the commencement of their services for the hospital. Such training must be comparable to training provided to specific

departments as necessary. A screening of a video of the original training will suffice to meet this obligation.

42. Training of Telephone Operators. All AMH Hospital Personnel who receive incoming telephone calls from the public will receive special instructions by the hospital on using TTYs or relay services to make, receive, and transfer telephone calls and will receive training generally on the existence in the hospital of an ADA Administrator, as detailed in paragraph 23 of this Agreement, and the complaint resolution process, as described in paragraph 25 of this Agreement. Such training must be provided within 60 days of the signing of this Agreement and will be conducted annually thereafter.

43. Training Attendance Records. AMH will maintain for the duration of this Agreement, confirmation of training conducted pursuant to paragraphs 40-42 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.

44. Training of Affiliated Physicians. AMH will advise affiliated physicians of its 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 AMH (admitting or surgical privileges, etc.) to complete training. This advisement will direct affiliated physicians to AMH's web page, which will include: (1) AMH's Policy Statement for persons working at AMH as described in paragraph 35 and any relevant forms; and (2) a request that physicians' staff members notify AMH personnel of any deaf and hard of hearing Patients and Companions as soon as they schedule admissions, tests, surgeries, or other health care services at AMH.

G. Reporting, Monitoring, and Violations

45. Compliance Reports. Beginning six months after the Effective Date of this Agreement and every six months thereafter for the entire duration of the Agreement, AMH will provide a written report ("Compliance Report") to the U.S. Attorney's Office regarding the status of its compliance with this Agreement. The Compliance Report will include data relevant to the Agreement, including but not limited to:

a. the information required in the Auxiliary Aid and Service Log described in paragraph 24.

b. the information maintained in the complaint records described in paragraph 25, including the number of complaints received by each AMH Hospital from Patients and Companions who are deaf or hard of hearing regarding auxiliary aids and services and/or effective communication, and the resolution of such complaints including any supporting documents.

46. Complaints. During the term of this Agreement, AMH will notify the U.S. Attorney's Office if any person files a lawsuit, complaint or formal charge with a state or federal agency, alleging that AMH failed to provide auxiliary aids and services to a deaf or hard of hearing Patient or Companion or otherwise failed to provide effective communication with such Patient or Companion. Such notification must be provided in writing via certified mail within 20 days of the date the Hospital 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 Hospital relevant to the allegations. AMH will reference this provision of the Agreement in the notification to the U.S. Attorney's Office.

H. Compensatory Relief for Complainant and Release

47. Within 30 days of the entry of this Agreement, AMH will send by certified mail, return receipt requested, a check in the amount of ten thousand (\$10,000.00) dollars made out to the legal name for Complainant T.S. This check is compensation to Complainant pursuant to 42 U.S.C. § 12188(b)(2)(B), for the effects of the alleged discrimination suffered as described in paragraph 4. The check shall be mailed to:

Office of the United States Attorney
219 South Dearborn Street
9th Floor
Chicago, Illinois 60604
Attn: Sarah North

48. Within 5 days of the Effective Date of this Agreement, the U.S. Attorney's Office will deliver to counsel for AMH a release signed by the Complainant T.S. This release is attached as Exhibit C.

J. Enforcement and Miscellaneous

50. Duration of the Agreement. This Agreement will be in effect for three years from the Effective Date.

51. 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 under Title III in this matter, except as provided in paragraph 52. Nothing contained in this Agreement shall be construed as a waiver by the United States of any right to institute proceedings against AMH for violation 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.

52. 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 AMH, and the parties will attempt to resolve the concern(s) in good faith. The United States will allow AMH 30 days from the date it notifies AMH of any breach in this Agreement to cure said breach, prior to instituting any court action to enforce the ADA or the terms of the Agreement.

53. Entire Agreement. This Agreement and the attachments hereto constitute the entire agreement between the parties on 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.

54. 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.

55. 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.

**For Adventist La Grange Memorial
Hospital and Adventist Hinsdale Hospital:**

[Name, etc.]

Date: _____

For the United States of America:

JOHN R. LAUSCH, Jr.
United States Attorney

By: _____
SARAH J. NORTH
Assistant United States Attorney
219 South Dearborn Street
Chicago, Illinois 60604
(312) 353-1413
sarah.north@usdoj.gov

Date: _____

Exhibit A

Model Communication Assessment Form

We ask this information so we can communicate effectively with Patients and/or Companions who are deaf or hard of hearing. 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

Speech Impairment

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. Please 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. Please 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 (VRI)

Telephone handset amplifier

Telephone compatible with hearing aid

TTY/TDD

Flasher for incoming calls

Paper and pen for writing notes

Other. Please explain: _____

Any questions?

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

Exhibit B

Model Notice of the Availability of Auxiliary Aids and Services

Adventist Midwest Health is committed to providing equal access to patients, family members, and companions with disabilities.

To ensure effective communication, we provide auxiliary aids and services free of charge. Sign language and oral interpreters, TTY's, video remote interpreting (VRI), assisted listening devices, and/or other auxiliary aids and services are available free of charge to patients and companions who are deaf, are hard of hearing, or have speech disabilities.



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

If an auxiliary aid or service is denied, you can request a reconsideration by providing this office with a written statement explaining why you need the aid or service that was denied. If needed, office staff can help write down your request for reconsideration. If you have any problems, please speak to _____ directly.

The Americans with Disabilities Act (ADA) prohibits discrimination against people with disabilities. People who are deaf, are hard of hearing, or have speech disabilities have the right to request auxiliary aids and services.

For more information about the ADA, call the Department of Justice's toll-free ADA Information Line at 1-800-514-0301 (voice), 1-800-514-0383 (TTY) or visit the ADA Home Page at www.ada.gov.