

**SETTLEMENT AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND KENT HOSPITAL  
USAO #2022V00152; DJ #202-66-89**

**I. BACKGROUND**

1. The parties (“Parties”) to this Settlement Agreement (“Agreement”) are the United States of America (“United States”) and Kent Hospital, an affiliate of Care New England Health System.

2. Kent Hospital is a hospital located in Warwick, Rhode Island.

3. This matter was initiated by a complaint filed with the U.S. Attorney’s Office for the District of Rhode Island (“U.S. Attorney’s Office”), alleging violations of Title III of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. § § 12181-12189, and its implementing regulation, 28 C.F.R. Part 36. Specifically, the Complainant, who is deaf and uses American Sign Language as her primary means of communication, was admitted to Kent Hospital from December 21, 2021 until her discharge on December 30, 2021. The Complainant alleged that she was not provided with effective communication until the seventh day of her hospitalization, after multiple complaints by herself and a family member. Because she was not provided with a qualified interpreter for more than six days, the Complainant alleges she was not able to effectively communicate with the hospital’s staff.

**II. INVESTIGATION AND DETERMINATIONS**

4. The U.S. Attorney’s Office is authorized to investigate alleged violations of Title III of the ADA. 42 U.S.C. § 12188(b)(1)(A); 28 C.F.R. § 36.502. It also has the authority to, where appropriate, negotiate voluntary settlements, and to bring civil actions enforcing Title III of the ADA should the terms of the settlement be breached. 42 U.S.C. § 12188(b)(1)(B); 28 C.F.R. § 36.503.

5. The aggrieved individual is deaf, and, as such, is an individual with a “disability” within the meaning of the ADA. 42 U.S.C. § 12102; 28 C.F.R. § 36.104.

6. Kent Hospital is a “public accommodation” within the meaning of Title III of the ADA, 42 U.S.C. § 12181(7)(F) and its implementing regulations, 28 C.F.R. § 36.104, because it is a private entity that owns and operates hospitals, clinics, or medical facilities, which are places of public accommodation. 42 U.S.C. § 12181(7)(F); 42 U.S.C. § 12182(a).

7. The ADA prohibits public accommodations, including hospitals and clinics, from discriminating on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations of a public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a). Discrimination includes failing to take such steps as necessary to ensure that no individual with a disability is excluded, denied services, segregated, or otherwise treated differently than any other individual because of the absence of auxiliary aids

and services. 42 U.S.C. § 12182(b)(2)(A)(iii); 28 C.F.R. § 36.303. A public accommodation shall not require an individual with a disability to bring another individual to interpret for him or her. 28 C.F.R. § 36.303(c)(2).

8. Kent Hospital fully cooperated with the United States' investigation in this matter. In the course of the investigation, the United States determined that Kent Hospital discriminated against the Complainant, in violation of Title III of the ADA, by failing to provide her with auxiliary aids and services necessary for effective communication in violation of 42 U.S.C. § 12182(b)(2)(A)(iii) and 28 C.F.R. § 36.303. By entering into this Agreement, Kent Hospital is not acknowledging it is in agreement with this determination.

### III. DEFINITIONS

9. 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, 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.

10. The term "companion" means a person who is deaf or hard of hearing and is a family member, friend, or associate of a patient 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).

11. The term "hospital staff" means all employees, full-time and part-time, who have or are likely to have direct contact with patients or companions (as defined herein) at Kent Hospital. Hospital staff also includes contractors and volunteers.

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. 28 C.F.R. § 36.104. Qualified interpreters include, for example, sign language interpreters, tactile 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 to receive, or receiving health care services, from Kent Hospital (whether on an inpatient or outpatient basis), or seeking to use any other goods or services provided by the Hospital. The broad construction of this term also includes (but is not limited to) individuals seeking to communicate with representatives of Kent Hospital regarding past, present or future health care services, such as scheduling appointments, obtaining test results, and discussing billing issues.

#### IV. EQUITABLE RELIEF

##### A. Prohibition of Discrimination

14. Nondiscrimination. Pursuant to 42 U.S.C. § 12182(a), Kent Hospital shall provide patients and companions who are deaf and hard of hearing with the full and equal enjoyment of the services, privileges, facilities, advantages, and accommodations of Kent Hospital as required by this Agreement and the ADA. Kent Hospital shall provide appropriate auxiliary aids and services, including qualified interpreters, where such aids and services are necessary to ensure effective communication with patients and companions who are deaf and hard of hearing.

15. Discrimination by Association. Kent Hospital 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. 42 U.S.C. § 12182(b)(1)(E).

16. Retaliation and Coercion. Kent Hospital shall not retaliate, interfere with or coerce 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. 42 U.S.C. § 12203.

##### B. Effective Communication

17. Appropriate Auxiliary Aids and Services. Consistent with 42 U.S.C. § 12182(b)(2)(A)(iii), Kent Hospital will provide to patients and companions who are deaf or hard of hearing any appropriate auxiliary aids and services necessary for effective communication after making the assessment described in Paragraph 18 of this Agreement. Appropriate auxiliary aids and services will be provided as soon as practicable (without compromising patient care), except that the provision of in-person interpreters must be within the time frames described in Paragraph 28 of this Agreement.

18. Method of Assessment for Effective Communication. The determination of appropriate auxiliary aids and services, and the timing, duration, and frequency with which they will be provided, will be made by Kent Hospital in consultation with the person who is deaf or hard of hearing. The determination 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. To guide this determination, Kent Hospital will provide patients or companions with a notice of services and will utilize a model communication assessment form similar to the Model Communication Assessment Form attached to this Agreement as Exhibit A.

19. Timing of Assessment for Effective Communication. 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 Kent Hospital learns that a patient or

companion who is deaf or hard of hearing will be using its services. If someone other than the patient, such as a doctor's office, schedules the appointment and the scheduler identifies that the patient or companion has a need for auxiliary aids and services, then Hospital Personnel must ask the scheduler what auxiliary aids and services are required, so that the Hospital may accommodate the patient or companion when they present in person. When the patient/companion presents in person, hospital staff must still conduct an independent assessment of the patient/companion to ensure that the appropriate auxiliary aids and services were requested by the scheduler.

20. Record of Need for Auxiliary Aid or Service. The patient's medical chart shall note whether the patient and/or companion is deaf or hard of hearing and what auxiliary aid(s) or service(s) she uses.

21. Assistive Device Point Persons. Kent Hospital will designate an employee or employees with the collateral title of Assistive Device Point Person. The employee(s) so designated or his or her designee(s) will be on duty and/or available to patients and companions 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.

22. Auxiliary Aid and Service Log. Kent Hospital will maintain a log in which requests for auxiliary aids or services will be documented. The log will indicate the time and date the request was made, the name of the patient or companion who is deaf or hard of hearing, the time and date of the scheduled appointment, the nature of the auxiliary aid or service requested, the time and date the request was fulfilled, and the auxiliary aid or service provided. If the requested auxiliary aid or service was not provided, the log shall contain a statement explaining why. The log should include the identity of the Kent Hospital staff who conducted the assessment and made the request. Such logs will be maintained for the entire duration of the Agreement and will be incorporated into the semi-annual compliance reports as described in Paragraph 36 of this Agreement.

23. 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 or companion.

**C. Qualified Interpreters**

24. Circumstances Under Which Interpreters May be Required. Although the determination of whether and what auxiliary aids and services are appropriate to a given situation is generally to be made on a case by case basis (as informed by its assessment pursuant to Paragraph 19), some circumstances typically require that Kent Hospital provide a qualified interpreter to patients or companions who rely upon such types of communications. Such circumstances generally arise when the communication is particularly complex or lengthy. For example, such circumstances include, but are not limited to:

- a. Discussing a patient's symptoms for diagnostic purposes, and discussing medical condition, medications, and medical history;
- b. Explaining medical conditions, treatment options, tests, medications, surgery, and other procedures;
- c. Providing a diagnosis or recommendation for treatment;
- d. Communicating with a patient during treatment, testing procedures, and during physician's rounds;
- e. Reviewing, explaining or obtaining informed consent for treatment;
- f. Providing instructions for medications, post-treatment activities, and follow-up treatments;
- g. Discussing discharge planning and discharge instructions;
- i. Discussing powers of attorney, living wills and/or complex billing and insurance matters; and
- j. Any other circumstance in which a qualified sign language interpreter is necessary to ensure a patient's rights provided by law.

In such circumstances, Kent Hospital will presume that a qualified interpreter is necessary for effective communication with the patient or companion.

25. Chosen Method for Obtaining Interpreters. Throughout the duration of this Agreement, Kent Hospital will establish and maintain a list of qualified interpreters or interpreter agencies that employ or arrange the services of qualified interpreters to ensure that qualified interpreter services are available. Kent Hospital will establish internal procedures for ordering interpreting services that are consistent with the interpreter or interpreter agencies' procedure. All written correspondence with interpreting services will be filed in the patient's medical chart, as well as the Auxiliary Aid and Service Log discussed in Paragraph 22.

26. List of Interpreters. Within 30 days after the effective date of this Agreement, Kent Hospital will submit to the U.S. Attorney's Office its list of qualified sign language interpreter providers and a copy of its contract(s) with one or more qualified sign language interpreters or sign language interpreter agencies. If Kent Hospital ends or alters its contracts with this entity or adds additional contracts during the term of this Agreement, Kent Hospital will notify the U.S. Attorney's Office of the change within **thirty (30) days**.

27. Video Remote Interpreting ("VRI"). When using VRI services, Kent Hospital 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, for example, due to a patient's limited ability to move his or her head, hands or arms; vision or cognitive issues; significant pain; or space limitations in the room. Whenever, based on the circumstances, VRI does not provide effective communication with a patient or companion who is deaf or hard of hearing, VRI shall not be used as a substitute for an on-site qualified interpreter, and an on-site qualified interpreter shall be requested and provided in a timely manner.

28. 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 two hours before the patient's appearance at Kent Hospital for examination or treatment. For non-scheduled interpreter requests, Kent Hospital staff will complete the assessment described in Paragraph 18 above; and

1. A qualified interpreter, provided through a VRI service as described in Paragraph 27, will be provided as soon as possible, but no more than thirty (30) minutes from the time Kent Hospital completes the assessment described in Paragraph 18 above; but

2. In the event that VRI will not provide effective communication, Kent Hospital shall make all reasonable efforts to provide an on-site qualified interpreter or other auxiliary aid or service that will provide effective communication as soon as possible. If it is determined that other auxiliary aids or services will not provide effective communication and it is determined that an on-site qualified interpreter is required, between the time when it is determined that VRI will not provide effective communication and when an on-site qualified interpreter is made available, Kent Hospital staff will inform 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 the most effective means of communication available where appropriate. Notification of the efforts to secure a qualified interpreter does not lessen Kent Hospital's obligation to provide a qualified interpreter as required by this Agreement. Efforts to communicate with the patient or companion in the interim shall not involve the use of accompanying adults or minors to interpret or facilitate communication, except under the limited circumstances specified in Paragraph 29.

b. Scheduled Interpreter Requests. A "scheduled interpreter request" is a request for an interpreter made four or more hours before the service of the interpreter are required. For scheduled interpreter requests, Kent Hospital will complete the assessment

described in Paragraph 18 in advance, and, when a qualified interpreter is appropriate, Kent Hospital shall make a qualified interpreter available at the time of the scheduled appointment. If a qualified interpreter fails to arrive for the scheduled appointment, upon notice that the qualified interpreter failed to arrive, Kent Hospital shall immediately call the interpreter service for another qualified interpreter and comply with the timeframes in this Paragraph.

29. Restricted Use of Certain Persons to Facilitate Communication. Kent Hospital will not rely on an adult friend or family member of the individual with a disability to interpret except in an emergency involving an imminent threat to the safety of an individual or the public where there is no interpreter available; or where the individual with a disability specifically requests that the adult friend or family member interpret, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances. Kent Hospital will not rely on a minor child or a patient to interpret except in an emergency involving an imminent threat to the safety of an individual or the public where there is no interpreter available. 28 C.F.R. §§ 36.303 (2), (3), (4).

30. Notice to Patients and Companions Who are Deaf or Hard of Hearing. As soon as Kent Hospital staff has determined that a qualified interpreter is necessary for effective communication with a patient or companion who is deaf or hard of hearing, Kent 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. Kent 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 Kent Hospital's obligation to provide qualified interpreters in a timely manner.

**D. Notice to the Community and Personnel**

31. Policy Statement. Within **thirty (30) days** of the entry of this Agreement, Kent Hospital shall post and maintain signs of conspicuous size and print at its admission area, the emergency department, on its website, 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 medical office staff at \_\_\_\_\_(voice/TTY).

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

32. Notice to Personnel. Kent Hospital will revise its policies to be consistent with ADA requirements regarding effective communication and the terms of this Agreement. Such revisions must be provided to the United States within **ninety (90) days** of this Agreement for review. This policy statement includes, 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 will be provided free of charge to the patient or companion. 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(s) at \_\_\_\_\_ and reachable at \_\_\_\_\_.

Once approved by the United States, Kent Hospital will distribute its policy/policies relating to effective communication with individuals who are deaf or hard of hearing to all staff.

**E. Training**

33. Training of Medical Personnel. Within 120 days after the effective date of this Agreement, Kent Hospital will provide mandatory in-service training to all staff who have contact with patients. Such training 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) procedures for documenting requests for and provision of auxiliary aids and services in patient charts;
- d) types of auxiliary aids and services available and how to secure them in a timely manner;
- e) the proper use and role of qualified interpreters;
- f) criteria to be used in order to select an interpreter who is qualified;
- g) the proper use and role of video remote interpreting services; and
- h) any other applicable requirements of this Agreement

34. Training Attendance Records. Kent Hospital will maintain for the duration of this Agreement, confirmation of training conducted pursuant to Paragraph 33 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.

**F. Reporting, Monitoring, and Violations**

35. Training Materials. Within 120 days after the effective date of this Agreement, Kent Hospital will provide the United States with a copy of all training materials used to train its staff, training attendance sheets required in Paragraph 34, above, and photographs of the notices posted in the medical office locations pursuant to this Agreement.



36. Compliance Reports. Beginning **six (6) months** after the Effective Date of this Agreement and **every six (6) months** thereafter for the entire duration of the Agreement, Kent Hospital 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. information required in the Auxiliary Aid and Service Log as described in Paragraph 22;
- b. the number of complaints received by Kent Hospital 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 documentation.
- c. information regarding training compliance as described in Paragraph 34.

Kent Hospital will maintain records to document the information contained in the Compliance Reports and will make them available, upon request, to the U.S. Attorney’s Office.

37. Complaints. During the term of this Agreement, Kent Hospital 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 Kent Hospital failed to provide auxiliary aids and services to patients or companions who are deaf or hard of hearing 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 Kent 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 of the allegation provided by the complainant.

## V. MONETARY RELIEF

38. Payment of Civil Penalty to the United States. Within **thirty (30) days** of the Effective Date of this Agreement, Kent Hospital will pay the United States FIVE THOUSAND DOLLARS \$5,000 pursuant to 42 U.S.C. § 12188(b)(2)(C) to vindicate the public interest for the alleged violations of Title III of the ADA contained herein. Full payment will be made by electronic funds transfer pursuant to instructions to be provided by the United States Attorney’s Office for the District of Rhode Island.

39. Compensatory Relief for Aggrieved Individual. Within **ten (10) days** after receiving the executed Agreement and the aggrieved individual’s signed release (a Blank Release Form is at Exhibit B), Kent Hospital will send by FedEx, a check in the amount of THIRTY THOUSAND DOLLARS (\$30,000) made out to the aggrieved individual. This check is compensation to the aggrieved individual pursuant to 42 U.S.C. § 12188(b)(2)(B), for the effects of the alleged discrimination suffered as described in Paragraphs 3 and 8. The check shall be mailed to the address listed on the signed release. A copy of the check shall be concurrently mailed to:

Amy R. Romero  
Assistant United States Attorney  
U.S. Attorney's Office for the District of Rhode Island  
One Financial Plaza, 17th Floor  
Providence, RI 02903  
Amy.Romero@usdoj.gov

## V. ENFORCEMENT AND MISCELLANEOUS PROVISIONS

40. Duration of the Agreement. This Agreement will be in effect for **three (3) years** from the Effective Date. The "Effective Date" of the Agreement shall be the date upon which the last signature hereto was executed.

41. 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 41. 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 Kent Hospital 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 for violations unrelated to this matter.

42. 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 Kent Hospital, and the parties will attempt to resolve the concern(s) in good faith. The United States will allow Kent Hospital **thirty (30) days** from the date it notifies Kent Hospital 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.

43. 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.

44. 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.

45. 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.

46. Execution. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. Electronically transmitted signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

FOR THE UNITED STATES:



Dec. 19, 2023

\_\_\_\_\_  
Amy R. Romero  
Assistant United States Attorney  
U.S. Attorney's Office for the District of Rhode Island  
50 Kennedy Plaza, 8th Floor  
Providence, RI 02903  
Phone: 401-709-5010  
Email: Amy.Romero@usdoj.gov

\_\_\_\_\_  
Date

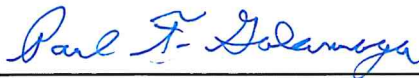
FOR Kent Hospital:



12/18/23

\_\_\_\_\_  
Paari Gopalakrishnan, MD, MBA  
President and Chief Executive Officer  
Kent Hospital

\_\_\_\_\_  
Date



12/18/23

\_\_\_\_\_  
Paul F. Galamaga  
Counsel for Kent Hospital

\_\_\_\_\_  
Date

**EXHIBIT A:  
COMMUNICATION ASSESSMENT FORM**

Patient's Name \_\_\_\_\_

Name of Person with Disability (if other than patient) \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Nature of Disability:

- Deaf
- DeafBlind
- Hard of Hearing
- Speech Disability
- Other: \_\_\_\_\_

Relationship to Patient:

- Self
- Family Member
- Friend / Companion
- Other: \_\_\_\_\_

Do you want a professional sign language or oral interpreter for your visit?

- Yes. Choose one (free of charge):
  - American Sign Language (ASL) interpreter
  - Tactile Interpreter
  - Signed English interpreter
  - Oral interpreter
  - Other. Explain: \_\_\_\_\_
- No. I do not use sign language.
- No. I do not feel an interpreter is necessary or do not want one *for this visit*.

Which of these would be helpful for you for effective communication? (free of charge)

- Assistive listening device (sound amplifier)
- Writing back and forth
- CART: Computer-assisted Real Time Transcription Service
- TTY/TDD (text telephone)
- Other. Explain: \_\_\_\_\_

We ask this information so we can communicate with you effectively. All communication aids and services are provided FREE OF CHARGE. If you need further assistance, please ask a member of our office staff.

Any questions? Please call our office, \_\_\_\_\_, or visit \_\_\_\_\_ during normal business hours.

**EXHIBIT B:  
RELEASE OF CLAIMS**

For and in consideration of the relief offered to me by Kent Hospital, pursuant to the Settlement Agreement between the United States of America and Kent Hospital:

I, \_\_\_\_\_, hereby release and forever discharge Kent Hospital and its current, past, and future officers, employees, agents, successors, and assigns, of and from any Americans with Disabilities Act-related legal and/or equitable claims arising out of the facts identified or allegations made in the Settlement Agreement. As a result, I agree and promise that I will not file any Americans with Disabilities Act-related suit, charge, complaint, proceeding or action at law, in equity, or otherwise (together, Action) or any other Action in any court, or any other judicial or administrative forum, against Kent Hospital arising out of the facts identified or allegations made in the Settlement Agreement or arising out of any alleged violations of the Americans with Disabilities Act up to and including the date of the signing of this Agreement. Any rights and claims that cannot be waived by law are excluded from this Release.

This Release constitutes the entire agreement between Kent Hospital and me, without exception or exclusion.

I acknowledge that a copy of the Settlement Agreement has been made available to me. By signing this Release, I acknowledge that I have been provided the opportunity to review the Settlement Agreement with an attorney of my choosing.

I have read this Release and understand the contents thereof and I execute this Release of my own free act and deed.

Aggrieved Person's Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Aggrieved Person's Full Mailing Address

\_\_\_\_\_  
\_\_\_\_\_