

**Resolution Agreement
Between the United States of America and St. Francis Hospital and Medical Center**

I. Parties to Agreement

1. The Parties to this Voluntary Resolution Agreement (“Agreement”) are:
 - a. the United States of America (“United States”) by and through the U.S. Department of Justice and U.S. Attorney’s Office for the District of Connecticut (“DOJ”), pursuant to its jurisdictional authority under Title III of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. § 12188, and the U.S. Department of Health and Human Services, Office for Civil Rights (“HHS”), pursuant to its jurisdictional authority under Section 504 of the Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. § 794(a), and
 - b. Saint Francis Hospital and Medical Center (“SFHMC”), a Connecticut non-stock membership corporation licensed to operate a General Hospital in the state of Connecticut. Saint Francis Care, Inc. is SFHMC’s sole member and is responsible for overseeing the operations of SFHMC. This Agreement applies only to SFHMC located at 114 Woodland Street, Hartford, Connecticut.

II. Background

2. This matter was initiated by a complaint filed with DOJ alleging violations of Title III of the ADA and its implementing regulation. Specifically, the Complainant alleged that SFHMC failed to provide auxiliary aids and services when necessary to ensure effective communication with him during multiple admissions to SFHMC for medical treatment between September 30, 2010 and March 9, 2011.
3. In cooperation with DOJ, HHS initiated a compliance review of SFHMC with regard to SFHMC’s policies and procedures for ensuring effective communication with individuals who are deaf or hard of hearing to determine SFHMC’s compliance with Section 504.
4. The Complainant utilizes American Sign Language (“ASL”) as his primary means of communication. He is an individual with a disability within the meaning of the Title III of the ADA, 42 U.S.C. § 12102(1), and Section 504, at 29 U.S.C. § 705(20)(B).

III. Jurisdiction

5. Title III of the ADA, 42 U.S.C. §§ 12181 – 12189, and its implementing regulation, 28 C.F.R. Part 36, prohibit 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.

6. SFHMC is a “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, because it is a private entity that operates a hospital, which is place of public accommodation.
7. Section 504, 42 U.S.C. § 794, and its implementing regulation, 45 C.F.R. Part 84, prohibit discrimination on the basis of disability in any program or activity receiving Federal financial assistance.
8. SFHMC is a recipient of financial assistance from HHS, including through its participation in the Medicare (Title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*) and Medicaid (Title XIX of the Social Security Act, 42 U.S.C. § 1396 *et seq.*) programs.

IV. Purpose of Agreement

9. The Parties have determined that this matter can be resolved promptly and without further burden or the expense of additional investigation, enforcement proceedings or litigation.
10. In consideration of the terms of this Agreement, the United States agrees to refrain from undertaking further investigation or from filing a civil suit in DOJ # 202-14-152 and OCR # 12-146734, except as provided in paragraph 44. 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 SFHMC 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 or Section 504.
11. SFHMC agrees to the terms stipulated in this Agreement and affirms its assurance of compliance with all applicable provisions of Title III of the ADA and Section 504. This Agreement shall not be construed or deemed as an admission of either liability or any of complainant’s factual allegations by SFHMC.

V. Definitions

For purposes of this Agreement, the terms listed below shall have the following meaning:

12. The term “Auxiliary Aids and Services” includes, but is not limited to qualified interpreters on-site or through video remote interpreting (VRI) services; note-takers; computer-assisted real time transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices and systems; telephone compatible hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text and video-based telecommunication products and systems, including text telephones (TTYs/TDDs), videophones and captioned telephones; or other methods of ensuring effective communication with individuals who are deaf or hard of hearing.

13. The term “Companion” includes a person who is one of the following:
 - a. a person whom the Patient designates to communicate with SFHMC personnel on his or her behalf regarding the Patient’s condition or care or to help the Patient act on the information, advice or instructions provided by SFHMC;
 - b. a person legally authorized to make health care decisions on behalf of the Patient; or
 - c. such other family member, friend, or associate of a Patient who, along with the Patient, is an appropriate person with whom SFHMC should communicate.
14. The Term “Duration of this Agreement” means the period of time this Agreement remains in effect.
15. The term “Effective Date of this Agreement” means the date the Agreement is signed by all Parties.
16. The term “Non-scheduled Request” means a situation in which there are less than two (2) hours between the time when a Patient or Companion who is deaf or hard of hearing makes a request for an interpreter and when the services of an interpreter are necessary.
17. The term “Patient” means any individual who is seeking or receiving health care services (whether on an inpatient or outpatient basis, including consultations, treatment, scheduling of appointments, discussion of billing issues, attending health education classes, and other health care services) from SFHMC.
18. The term “Qualified Interpreter” means an interpreter who, via a 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. Not all interpreters are qualified for all situations. For example, an interpreter who is qualified to interpret using American Sign Language is not necessarily qualified to interpret orally. Someone who has only a rudimentary familiarity with sign language or finger spelling is not a "qualified language interpreter" under this Agreement. Likewise, someone who is fluent in sign language but who does not possess the ability to process spoken communication into the proper signs or to observe someone else signing and change his or her signed or finger-spelled communication into spoken words is not a qualified sign language interpreter.
19. The term “Scheduled Incident” means situations in which there are two (2) or more hours between the time when an appointment is scheduled and when the services of the a qualified interpreter are required.
20. The term “SFHMC personnel” means all employees and independent contractors with contracts to work for SFHMC, including, without limitation, nurses, physicians, social workers, technicians, admitting personnel, receptionists, telephone operators, billing staff, security staff, counselors, and therapists, and all volunteers, who have or are likely to have direct contact with Patients or Companions as defined herein. The term also includes all affiliated physicians or other health care professionals who have medical staff privileges that permit them to see and/or treat Patients at SFHMC.

21. The term “video remote interpreting” (“VRI”) means an interpreting service that uses video conference technology over dedicated lines or wireless technology offering high-speed, wide-bandwidth video connection that delivers high-quality video images and meets other requirements as provided in 28 C.F.R. §36.303(f).

VI. Remedial Actions

A. General Nondiscrimination Obligations

22. Nondiscrimination. Pursuant to Title III of the ADA and Section 504, SFHMC shall provide Patients and Companions who are deaf or hard of hearing with the full and equal enjoyment of and the equal opportunity to benefit from the goods, services, privileges, facilities, advantages, and accommodations of SFHMC.
23. Discrimination by Association. SFHMC shall not deny equal services, accommodations, or other opportunities to any individual because of the known relationship of the person with someone who is deaf or hard of hearing.
24. Retaliation and Coercion. SFHMC shall not retaliate against or coerce in any way any person who made, or is making, a complaint or exercised, or is exercising, his or her rights under Title III of the ADA or Section 504 or who has assisted or participated in the investigation of any matter covered by this Agreement.
25. ADA/Section 504 Coordinator. Within thirty (30) calendar days of the Effective Date of this Agreement, SFHMC shall designate an individual to be responsible for:
 - a. the coordination of SFHMC’s efforts to comply with Title III of the ADA and Section 504;
 - b. the provision and quality of the auxiliary aids and services required by this Agreement;
 - c. SFHMC’s compliance with the terms of the Agreement set forth herein, including coordinating and/or conducting trainings, maintaining records, providing compliance reports and logs, and creating and modifying policies and procedures; and
 - d. implementation of the Grievance Procedure described in paragraph 26 of this Agreement.
26. Grievance Procedure. Within sixty (60) calendar days of the Effective Date of this Agreement, SFHMC shall review and revise, if necessary, its Grievance Procedure for addressing complaints of discrimination on the basis of disability to ensure it addresses any complaints regarding the failure to provide appropriate auxiliary aids and services pursuant to this Agreement. In addition, SFHMC shall ensure that its grievance procedures incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints. (A Model Grievance Procedure has been provided at

Attachment A for your reference.) Within sixty (60) calendar days of the Effective Date of this Agreement, SFHMC shall take steps to notify SFHMC personnel, patients, companions, and interested persons of the information contained in the Grievance Procedure. SFHMC shall post notice of the Grievance Procedure in conspicuous size and print in visible locations in SFHMC facilities and on its website and publish the Grievance Procedure in its patient handbooks and in similar publications.

27. General Notice of Non-Discrimination. SFHMC shall take appropriate and continuing steps to notify Patients, Companions, SFHMC personnel, and the public, including individuals who are deaf or hard of hearing, that it does not discriminate on the basis of disability in violation of Title III of the ADA or Section 504 and the title and contact information of the ADA/Section 504 Coordinator. Within sixty (60) calendar days of the Effective Date of this Agreement, SFHMC shall post the notice in conspicuous size and print in visible locations in SFHMC facilities and on its website and include this information in its patient handbooks and in similar publications.

B. Provision of Effective Communication

28. Effective Communication. SFHMC shall provide appropriate auxiliary aids and services, including qualified interpreters, to Patients and Companions who are deaf or hard of hearing where necessary to ensure effective communication or an equal opportunity to participate fully in the benefits, activities, programs and services provided by SFHMC in a timely manner and in such a way as to protect the privacy and independence of the individual.
29. Program Administrator. Within thirty (30) calendar days of the Effective Date of this Agreement, SFHMC shall designate at least one SFHMC employee as a Program Administrator, who shall be available twenty-four (24) hours a day, seven (7) days a week, to answer questions and provide appropriate assistance regarding immediate access to, and proper use of, the appropriate auxiliary aids and services, including qualified interpreters, required by this Agreement. The Program Administrator, or any individual to whom the duties are delegated when the Program Administrator is incapacitated or unavailable, 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. SFHMC shall circulate and post broadly within the hospital the name and/or title, telephone number, function, and office location of the Program Administrator(s), including a TTY telephone number, through which the Program Administrator(s) can be contacted twenty-four (24) hours a day seven (7) days a week by deaf or hard of hearing Patients or Companions.
30. Revised Policies and Procedures. Within sixty (60) calendar days of the Effective Date of this Agreement, SFHMC shall review and revise its policies and procedures as necessary to ensure effective communication with deaf or hard of hearing Patients or Companions, consistent with the requirements of Title III of the ADA and Section 504, and submit to the United States for its approval. The United States shall make its best effort to review the revised policy and procedures within fifteen (15) calendar days of its receipt. SFHMC

will adjust or amend these proposed policies and procedures to address any comments and concerns identified by the United States. The policy and procedures shall not be implemented by SFHMC without the approval of the United States. Within thirty (30) calendar days after approval by the United States, SFHMC shall implement the policies and procedures and distribute, by mail, email, or other means, the revised policies and procedures, to all SFHMC personnel.

SFHMC's policy and procedures shall, at a minimum, fully implement each of the following practices and procedures:

- 30.1 Assessment of Need for Auxiliary Aids and Services. SFHMC shall perform an assessment to determine whether the Patient or Companion requires auxiliary aids or services to ensure effective communication. If there is any indication from such initial assessment, inquiry, or SFHMC personnel's observations of the Patient or Companion, that the Patient or Companion is deaf or hard of hearing, SFHMC shall perform an assessment to determine which appropriate auxiliary aids and services are needed in order to ensure effective communication. In determining which auxiliary aids or services are necessary to ensure effective communication, and the timing, duration, and frequency with which they will be provided, SFHMC shall consult with the Patient or Companion who is deaf or hard of hearing. (A Model Communication Assessment has been provided at Attachment B for your reference.) The assessment shall consider and take into account all relevant facts and circumstances, including without limitation the following:
- a. the Patient's or Companion's request for, stated need, or preference for, a qualified interpreter or other specific auxiliary aid or service;
 - b. the nature, length, complexity, and importance of the communication at issue;
 - c. the individual's disability and communication skills and knowledge;
 - d. the Patient's health status or changes thereto;
 - e. the reasonably foreseeable health care activities of the Patient (e.g., medical tests or procedures, rehabilitation services, meetings with health care professionals or social workers, discussions regarding billing, insurance, self-care, prognoses, history, and discharge); and
 - f. any factors relevant to determine whether the specific type of auxiliary aid or service is effective under the circumstances as set forth in paragraphs 30.7—30.11.
- 30.2 Timing of Assessment and Determination. The assessment shall be conducted at the earliest of the following:
- a. the time an appointment is scheduled;
 - b. the time SFHMC becomes aware that a Patient or Companion who is deaf or hard of hearing who may require auxiliary aids or services is being transferred or transported to SFHMC; or
 - c. the time the Patient or Companion initially arrives at SFHMC or encounters SFHMC personnel.
- 30.3 Ongoing Assessment and Redetermination. SFHMC shall reassess its determination of which appropriate auxiliary aids and services are necessary, in consultation with the Patient or Companion who is deaf or hard of hearing, when the Patient or Companion indicates that communication has not been effective.

- 30.4 Continuation of Provision of Appropriate Auxiliary Aids and Services for Continued Hospitalizations and Subsequent Visits. If a Patient or Companion who is deaf or hard of hearing has an ongoing relationship with SFHMC, with respect to each of the subsequent visits, SFHMC shall continue to provide appropriate auxiliary aids and services to the Patient or Companion during the entire period of the Patient's hospitalization and/or outpatient visits, without requiring subsequent assessments or requests for the appropriate auxiliary aids and services by the Patient or Companion unless the Patient or Companion indicates otherwise.
- 30.5 Documentation of Assessment and Determination. The assessment and determination shall be documented in the Patient's medical record. The Patient's medical record shall be conspicuously labeled to alert SFHMC personnel to the fact that the Patient or Companion is deaf or hard of hearing and any auxiliary aids that have been identified as necessary to communicate effectively with the Patient or Companion.
- 30.6 Determination Not to Provide Requested Auxiliary Aid or Service. If, after conducting the assessment as described in paragraph 30.1 of this Agreement, SFHMC determines that it will not provide a particular auxiliary aid or service requested by a Patient or Companion who is deaf or hard of hearing, SFHMC personnel shall so advise the individual requesting the auxiliary aid or service. In the event that an auxiliary aid or service is necessary and SFHMC determines that it will not provide a particular auxiliary aid or service requested by the Patient or Companion who is deaf or hard of hearing, some means of effective communication must be secured. SFHMC shall document the basis for the determination, including the date of the determination, the name and title of the SFHMC personnel who made the determination, and the alternative auxiliary aid or service, if any, that SFHMC decided to provide, in an Auxiliary Aid and Service Log as set forth in paragraph 31. A copy of this documentation shall be retained and a copy shall be provided to the Patient or Companion upon request.
- 30.7 Exchange of written notes. In determining whether the exchange of written notes, using either paper and pen or a mobile device, is effective communication under the circumstances, in addition to the factors listed in Section 30.1, relevant factors include the Patient's or Companion's fluency in written English.
- 30.8 Lip Reading. In some circumstances, lip reading, may be an effective means of communication. In determining whether communication using lip reading is appropriate and effective communication under the circumstances, in addition to the factors listed in Section 30.1, relevant factors include:
- a. the Patient's or Companion's fluency in English;
 - b. the Patient's or Companion's competency in lip reading; and
 - c. whether the Patient or Companion has residual hearing.

30.9 Provision of Qualified Interpreter. SFHMC shall provide a qualified language interpreter to a Patient or Companion whenever needed for effective communication. The following are examples of circumstances when it is necessary to provide qualified interpreters:

- a. obtaining a Patient's medical history or description of symptoms and medical condition;
- b. discussing or explaining a Patient's diagnosis, current condition, prognosis, treatment options or recommendation for treatment;
- c. discussing or explaining procedures, tests, or treatments;
- d. discussing or explaining test results;
- e. discussing or explaining prescribed medications, instructions for how and when medication is to be taken, and possible side effects and interactions of medications;
- f. obtaining informed consent or permission for procedures, surgery, or other treatment options;
- g. communicating during treatment and testing;
- h. communicating during discharge or post-operative planning and instruction;
- i. providing mental health evaluations, group or individual therapy, counseling or other therapeutic activities, including, but not limited to, grief counseling and crisis intervention;
- j. providing information about blood or organ donations;
- k. explaining living wills or powers of attorney (or their availability);
- l. discussing complex financial or insurance matters;
- m. providing educational presentations, such as classes concerning birthing, nutrition, CPR, and weight management; and
- n. any other circumstance in which a qualified interpreter is necessary to ensure a Patient's rights provided by law.

The foregoing list of circumstances is not exhaustive and does not imply that there are no other circumstances when it may be appropriate to provide auxiliary aids and services for effective communication.

30.10 Video Remote Interpreting (VRI) Services. In some circumstances, VRI services can provide immediate, effective access to interpreting services seven (7) days per week, twenty-four (24) hours a day in a variety of situations including scheduled incidents, emergencies, and unplanned incidents, and can also be used as a stop-gap measure until a qualified interpreter is available on-site. In determining whether communication using VRI is appropriate and effective, relevant factors include whether:

- a. the Patient or Companion is limited in his or her ability to see the video screen; the Patient or Companion has limited ability to move his or her head, hands, or arms; vision limitations, cognitive or consciousness issues, or pain issues;
- b. there are multiple people in a room and the information exchanged is highly complex or fast-paced;
- c. the Patient or Companion may move repeatedly to areas of SFHMC that do not have a designated high speed Internet line; and
- d. the Patient will be treated in a room where there are space restrictions.

30.11 Standards for Providing Video Remote Interpreting (VRI). Whenever VRI is provided or used, SFHMC shall ensure that it provides VRI in accordance with the following standards:

- a. 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;
- b. 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;
- c. a clear, audible transmission of voices;
- d. ensure that the interpreter providing VRI is a qualified interpreter who is capable of communicating effectively with the Patient or Companion; and
- e. adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.

Once the system is operating, SFHMC personnel shall ask the Patient or Companion whether the VRI is meeting his or her communication needs and make a record of his or her response. In the event that the Patient or Companion cannot communicate effectively using any VRI service the Hospital elects to acquire and offer, SFHMC shall make all reasonable efforts to locate a qualified on-site interpreter or other auxiliary aid or service that will provide effective communication; periodically inform the Patient or Companion of the status of those efforts; and document the concern and the steps taken to locate a qualified interpreter.

30.12 Provision of Interpreters in a Timely Manner. When an interpreter is necessary for effective communication, SFHMC shall ensure that qualified interpreters are provided in a timely manner.

- a. Provision of Interpreter for Scheduled Incidents. For Scheduled Incidents, when an interpreter is necessary to ensure effective communication, SFHMC shall make a qualified interpreter available at the time of the appointment. If an interpreter fails to arrive for the appointment, SFHMC shall immediately contact the interpreter service or another resource to arrange for another qualified interpreter.
- b. Provision of Interpreter for Non-scheduled Requests. For Non-scheduled requests, SFHMC shall make a qualified interpreter available as soon as practicable, but no later than (a) two (2) hours from the time the request for an on-site interpreter is made or (b) within fifteen (15) minutes of the request for an interpreter when providing an interpreter through VRI.
- c. Interim Services. Between the time an interpreter is requested and the time an interpreter arrives, SFHMC personnel shall 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 an individual without a disability, using

all methods of communications. SFHMC shall inform such person (or a companion, if such person is unavailable) of the current status of efforts being taken to secure an interpreter on his or her behalf. This section is not intended to delay the provision of appropriate medical care and services.

- d. Provision of Qualified Interpreter throughout Hospitalization. SFHMC shall provide a qualified interpreter throughout the admission of a Patient as necessary to achieve effective communication with a Patient or Companion who is deaf or hard of hearing.
- 30.13 Prohibition of Surcharges. All appropriate auxiliary aids and services shall be provided free of charge to the Patient or Companion who is deaf or hard of hearing when such aids or services are necessary to ensure effective communication.
- 30.14 Restricted Use of Minors to Facilitate Communication. SFHMC shall not rely on a minor accompanying a Patient or Companion to interpret or facilitate communications between SFHMC personnel and a Patient or Companion except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available.
- 30.15 Limited Use of an Adult Accompanying a Patient or Companion to Facilitate Communication. SFHMC shall not require a Patient or Companion to bring another individual to interpret for him or her. SFHMC may not rely upon an adult accompanying a Patient or Companion to interpret or facilitate communications between SFHMC personnel and a Patient or Companion except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available or unless the following four factors are present:
- a. where the individual with a disability specifically requests that the accompanying adult interpret or facilitate communication and such person agrees to provide such assistance;
 - b. such use is necessary or appropriate under the circumstances, giving appropriate consideration to any privacy and confidentiality issues that may arise;
 - c. the Patient or Companion has been made aware of SFHMC's full range of auxiliary aids and services available free of charge; and
 - d. the Patient or Companion provides written confirmation that he or she was made aware of relevant auxiliary aids and services available free of charge and agrees to the use of such person to interpret or facilitate communication. In such situations, SFHMC shall retain the above-required written documentation in the Patient's medical record. (A Model Communication Assessment and Waiver has been provided at Attachment B for your reference.)

This provision in no way lessens SFHMC's obligation to provide appropriate auxiliary aids and services as required under this Agreement.

31. Auxiliary Aid and Service Log(s). Within thirty (30) calendar days of the Effective Date of this Agreement, SFHMC shall document and maintain a log, or logs, of each request for an auxiliary aid or service recording the time and date of the request; the name of the individual who made the request; the name of the individual for whom the auxiliary aid or service is being requested (if different from the requestor); the specific auxiliary aid or service requested; the time and date of the scheduled appointment (if a scheduled appointment was made); the time and date the auxiliary aid or service was provided; the type of auxiliary aid or service provided if different from what was requested; and, if applicable, a statement and explanation as to why the requested auxiliary aid or service was not provided, including a description of any alternative service for communication that SFHMC offered to the Patient or Companion. Such logs will be maintained for eighteen (18) months following the Effective Date of this Agreement.

32. Notice to Community. Within thirty (30) calendar days of the Effective Date of this Agreement, SFHMC shall provide notice of the availability of auxiliary aids and services free of charge. (A Model Notice to the Community has been provided at Attachment C for your reference.) The Notice shall be conspicuously posted and maintained in the lobby and admitting areas and wherever a Patient's Bill of Rights is required by law to be posted. The Notice shall be printed in bold font, with a character height for all words of 5/8 inch to 2 inches on a contrasting white background and will include the international symbol for "interpreters" and "TTYs" and the following statement, or language to the following effect:

To ensure effective communication with patients, their family members and companions who are deaf or hard of hearing, 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 need them for effective communication. For assistance, please contact any SFHMC personnel for assistance at _____ (voice/TTY) in room _____.

33. Notice to SFHMC Personnel and Affiliated Physicians. Within sixty (60) calendar days of the Effective Date of this Agreement, SFHMC shall publish, in appropriate form, a policy statement regarding SFHMC's policy to provide auxiliary aids and services at no cost to persons who are deaf or hard of hearing for effective communication. The policy statement shall include a statement, or language to the following effect:

If you recognize or have any reason to believe that a patient, 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, TTY's, note takers, written materials, telephone handset amplifiers, telephones compatible with hearing aids, and a television with captioning or closed caption decoders, will be provided free of charge if such aids or services are necessary to ensure effective communication. 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 Program Administrator at _____ and reachable at _____.

Within sixty (60) calendar days of the Effective Date of this Agreement, SFHMC shall distribute this notice and policy statement to SFHMC personnel, including affiliated physicians. SFHMC shall distribute this notice and policy statement to new SFHMC personnel and affiliated physicians within thirty (30) calendar days of employment or affiliation. Thereafter, SFHMC shall distribute this written policy statement to all SFHMC and affiliated personnel on an annual basis.

34. Training. Within sixty (60) calendar days after approval by the United States of the policies and procedures in accordance with paragraph 30, and annually thereafter, for the duration of this Agreement, SFHMC shall provide mandatory training for all SFHMC personnel. SFHMC shall provide the training to new employees as part of their initial orientation but no later than sixty (60) calendar days of their start date with SFHMC. The training will address the following:
- a. the requirements of Title III of the ADA and Section 504, including the requirement to ensure effective communication with Patients or Companions who are deaf or hard of hearing and the prohibition against retaliation;
 - b. the policies and procedures outlined in this Agreement;
 - c. the importance of promptly identifying the communication needs and preferences of persons who are deaf or hard of hearing;
 - d. types of auxiliary aids and services available at SFHMC;
 - e. the degrees of hearing impairment; the differences between American Sign Language and English, and the limitations associated with lip-reading for many people who are deaf or hard of hearing;
 - f. proper use and role of qualified interpreters;
 - g. proper use and role of VRI;
 - h. procedures to schedule a qualified interpreter or to provide another auxiliary aid or service as quickly as possible when necessary;
 - i. documentation procedures governing the requests and provision of auxiliary aids and services;
 - j. responsibility to communicate SFHMC's obligation to provide interpreter services free of charge; and
 - k. any other applicable requirements of this Agreement.

SFHMC shall maintain copies of the training material and attendance records which shall specify the date, time, and location of all training conducted, the names and respective job titles of the person(s) conducting training and the attendees.

35. Compensatory Relief for Complainant. Within fifteen (15) calendar days of the entry of this Agreement, SFHMC shall send a check in the amount of forty five thousand dollars (\$45,000) by certified mail, return receipt requested, to the United States as compensation to the Complainant based on a determination that SFHMC has failed to provide appropriate auxiliary aids and services to ensure effective communication with the Complainant.

36. Release by Complainant. Within five (5) calendar days of the Effective Date of this Agreement, the United States shall deliver to counsel for SFHMC a release signed by the Complainant. A copy of the release is attached as Attachment D.
37. Payment of Civil Penalty to the United States. The Parties have agreed that SFHMC will not owe the United States any civil penalties pursuant to 42 U.S.C. § 12188(b)(2)(C).

VII. Reporting and Monitoring

38. Unless otherwise provided, all payments, notices, reports or other such documents required by this Agreement shall be submitted to the United States at the following address:

Office of the United States Attorney
1000 Lafayette Boulevard
10th Floor
Bridgeport, Connecticut 06604
Attn: Brenda Green

39. Records. SFHMC shall maintain appropriate records to document the information required by this Agreement, and shall make available them, upon request, to the United States, throughout the duration of this Agreement.
40. Compliance Reports. SFHMC shall provide a written report (“Compliance Report”) to the United States regarding the status of its compliance with this Agreement within thirty (30) calendar days after the end of each of the following periods:
 - a. six (6) months of the Effective Date of this Agreement;
 - b. twelve (12) months of the Effective Date of this Agreement (covering the preceding six-month period);
 - c. eighteen (18) months of the Effective Date of the Agreement (covering the preceding six-month period);
 - d. twenty-four (24) months of the Effective Date of the Agreement (covering the preceding six-month period); and
 - e. thirty (30) months of the Effective Date of this Agreement (covering the preceding six-month period).
41. Required Content for Compliance Reports. The Compliance Report shall include appropriate documentation of the steps SFHMC has taken to comply with each term of this Agreement, including but not limited to:
 - a. any revised policies and procedures as required by paragraph 30;
 - b. the distribution of policies and procedures as required by paragraph 30;

- c. the adoption and implementation of a Grievance Procedure as required by paragraph 26;
 - d. the distribution of the materials required by paragraphs 27, 32 and 33;
 - e. the training required by paragraph 34, including the training materials and attendance records;
 - f. summaries of grievances and/or complaints filed by Patients or Companions regarding the provision of auxiliary aids or services or allegations of discrimination on the basis of disability, including a description of the allegations, the date filed, the status and/or outcome of each grievance or complaint; and
 - g. copies of the Auxiliary Aid and Service Logs described in paragraph 31.
42. Notification of Complaints. For the duration of this Agreement, SFHMC shall notify the United States if any person files a lawsuit, complaint or formal charge with a state or federal agency, alleging that SFHMC failed to provide auxiliary aids or services to deaf or hard of hearing Patients or Companions or otherwise failed to ensure effective communication with such Patients or Companions. Such notification must be provided in writing via certified mail within twenty (20) calendar days of the date SFHMC received notice of the allegation and must include, at a minimum, the nature of the allegation, the name of the person making the allegation, and any documentation possessed by SFHMC relevant to the allegation. SFHMC will reference this provision of the Agreement in the notification to the United States.

VIII. Enforcement

43. Duration of the Agreement. This Agreement shall be in effect for three (3) years from the Effective Date.
44. Compliance Review and Enforcement. The United States may review compliance with this Agreement at any time. If the United States believes that SFHMC has failed to comply in a timely manner with any requirement of this Agreement, the United States will notify SFHMC in writing, and will attempt to resolve the issue or issues in good faith. If the United States is unable to reach a satisfactory resolution of the issue or issues in thirty (30) calendar days from the date it provides notice to SFHMC, the United States may take any action authorized by law to secure compliance under Title III of the ADA or Section 504, including instituting a civil action in U.S. District Court to enforce this Agreement or Title III of the ADA.

IX. Miscellaneous

45. 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. This Agreement does not affect the continuing obligations of SFHMC to comply with the provisions of Title III of the ADA and Section 504.
46. 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.

47. Headings. The headings in this Agreement are for convenience only and shall not affect in any way the language of the provision to which they refer.
48. 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.
49. 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.
50. Signatories Binding Parties. The person signing this Agreement for SFHMC represents that he or she is authorized to bind SFHMC to this Agreement.

FOR THE UNITED STATES OF AMERICA:

DEIRDRE M. DALY
Acting United States Attorney

For the United States Department of
Health and Human Services

By: /s/

By: /s/

BRENDA GREEN
Assistant United States Attorney
1000 Lafayette Boulevard
10th Floor
Bridgeport, CT 06604

SUSAN PEZZULLO RHODES
Regional Manager, Regional 1
Office for Civil Rights
JFK Federal Building, Room 1875
Boston, MA 02203

DATED: February 13, 2015

DATED: February 19, 2015

FOR SAINT FRANCIS HOSPITAL AND MEDICAL CENTER

By: /s/

CHRISTOPHER M. DADLEZ
President and CEO

DATED: January 14, 2015

Attachment A

MODEL GRIEVANCE PROCEDURE

It is the policy of **[insert name of facility or service]** not to discriminate on the basis of disability. **[Insert name of facility or service]** has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794. Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance. The Law and Regulation, 45 C.F.R. Part 84, may be examined in the office of **[insert name, title, tel. no. of Section 504 Coordinator]**, who has been designated to coordinate the efforts of **[insert name of facility or service]** to comply with Section 504. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for **[insert name of facility or service]** to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

PROCEDURE:

- Grievances must be submitted to the Section 504 Coordinator within forty-five (45) calendar days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Section 504 Coordinator (or his/her designee) shall conduct an investigation of the complaint. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Section 504 Coordinator will maintain the files and records of **[insert name of facility or service]** relating to such grievances.
- The Section 504 Coordinator shall issue a written decision on the grievance no later than thirty (30) calendar days after its filing.
- The person filing the grievance may appeal the decision of the Section 504 Coordinator by writing to the **[insert Administrator/Chief Executive Officer/Board of Directors/etc.]** within fifteen (15) calendar days of receiving the Section 504 Coordinator's decision. The **[insert Administrator/Chief Executive Officer/Board of Directors/etc.]** shall issue a written decision in response to the appeal no later than thirty (30) calendar days after its filing.

- The availability and use of this grievance procedure does not prevent a person from filing a complaint of discrimination on the basis of disability with the:

Office for Civil Rights, Region I
U.S. Department of Health and Human Services
J.F. Kennedy Federal Building - Room 1875
Boston, MA, 02203
Voice phone (800) 368-1019
FAX (617) 565-3809
TDD (800) 537-7697
Website www.hhs.gov/OCR

[Insert name of facility or service] will make appropriate arrangements to ensure that individuals with disabilities are provided with appropriate auxiliary aids and services, if needed, to participate in this grievance process. Such arrangements may include, but are not limited to, providing interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The Section 504 Coordinator will be responsible for such arrangements.

Attachment B

Model Communication Assessment and Waiver

It is the policy of [*name of facility*] to provide auxiliary aids and services free of charge to ensure effective communication with patients and companions who are deaf, are hard of hearing, or have speech disabilities. We ask these questions so we may communicate effectively with you.

Patient's Name: _____

Name of Person with Disability (if not patient): _____

Completed by: _____ **Date & Time:** _____ **am/pm**

Nature of Disability:

- Deaf
- Hard of Hearing
- Speech Disability
- Other (explain) _____

Relationship to Patient:

- Self
- Family Member
- Friend
- Other (explain) _____

Is a qualified interpreter necessary to assist in communicating with Hospital staff?

Yes. Choose type:

- American Sign Language (ASL)
- Signed English
- Oral interpreter
- Cued speech
- Other (explain) _____

No. Choose one:

- I do not use sign language or do not use an interpreter.
- I prefer to have family members/friends help with communication.
- I do not feel an interpreter is necessary or do not want one for this visit.
- Other (explain) _____

If you select **No**, please complete the **Waiver of Interpreter Services** (below).

All Communication Services will be provided FREE OF CHARGE.

If you requested an interpreter, do you have a preference between an in-person interpreter or a video remote interpreter?

- Yes, I prefer an interpreter on-site.
- Yes, I prefer video remote interpreter.
- No, I do not have a preference between the two.

Are other auxiliary aids necessary for assisting with communication? Select all that apply:

- TTY/TDD (text telephone)
- Assistive listening device (sound amplifier)
- Qualified note-takers
- Exchange of written notes (writing back-and-forth)
- Relay
- CART (Computer-assisted Real Time Transcription Service)
- Other (explain) _____

If you have any questions, please call _____ (voice), _____ (TTY).

Signature _____ Date & Time _____
Relationship to Patient _____

WAIVER OF INTERPRETER SERVICES PROVIDED BY [NAME OF FACILITY]

It is your choice whether you use an interpreter provided by [*name of facility*]. You are indicating that [*name of facility*] has offered to provide you with an interpreter, free of charge, and that you have declined [*name of facility*]'s offer.

- I waive my right to request that [*name of facility*] provide me an interpreter for this specific encounter.
- I have been informed of range of auxiliary aids and services that are available free of charge.
- I have been informed that [*name of facility*] does not require a patient or companion to bring someone to interpret for him or her.
- I request that _____ (**name of individual to interpret for patient or companion**) to interpret or facilitate communications between [*name of facility*] personnel and the patient or companion.

Signature _____ Date & Time _____
Relationship to Patient _____

If at any point during your Hospital visit, you wish to change any of the answers to the questions on this form or revoke your waiver, please notify _____.

Attachment C

Model Notice of the Availability of Auxiliary Aids and Services

[insert name of facility or service] 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 contact any SFHMC personnel for assistance at _____
(voice/TTY) 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) and Section 504 of the Rehabilitation Act of 1973 (Section 504) 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.

For more information about Section 504, call the U.S. Department of Health and Human Services, Office for Civil Rights (OCR) at 1-800-368-1019 (voice) or 1-800-537-7697 (TDD) or visit OCR's Home Page at www.hhs.gov/OCR.

Attachment D

RELEASE OF ADA AND REHABILITATION ACT CLAIMS

For and in consideration of the acceptance of relief offered to me by St. Francis Hospital and Medical Center pursuant to a Settlement Agreement between Robert Rhoades, the United States of America, and St. Francis Hospital and Medical Center: I, Robert Rhoades, release and discharge St. Francis Hospital and Medical Center, its subsidiaries, affiliates, insurers, successors and assigns, and its current, past, and future officers, directors, shareholders, employees, and agents, of and from all legal and equitable claims under, arising out of, or related to the complaints concerning St. Francis Hospital and Medical Center's failure to provide effective communication in violation of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

This Release will be considered null and void in the event that St. Francis Hospital and Medical Center fails to send a check or wire transfer in the amount specified in the Resolution Agreement within fifteen (15) days of receipt of this signed Release.

I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO REVIEW THE TERMS OF THIS RELEASE WITH MY ATTORNEYS.

I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.

/s/

Robert Rhoades

Signed this 16th day of January, 2015.

Sworn and subscribed to before me this 16th day of January, 2015.

/s/

Notary public/ Commissioner Superior Court

My commission expires:_____