

**VOLUNTARY RESOLUTION AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES,
OFFICE FOR CIVIL RIGHTS
AND
ESSENTIA HEALTH
OCR 08-22-470886**

I. Parties to Agreement

1. The Parties to this Voluntary Resolution Agreement (“Agreement”) are:
 - a. The U.S. Department of Health and Human Services (“HHS”), Office for Civil Rights (“OCR”), pursuant to its jurisdictional authority under Section 504 of the Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. § 794, and its implementing regulation, 45 C.F.R. Part 84; and Section 1557 of the Patient Protection and Affordable Care Act (“Section 1557”), 42 U.S.C. § 18116, and its implementing regulation, 45 C.F.R. Part 92; and
 - b. Innovis Health, LLC, dba Essentia Health West, a Minnesota limited liability company that owns and operates health care facilities in western Minnesota and North Dakota (“Essentia Health”).

II. Background

2. This matter was initiated by a complaint filed with OCR alleging that Essentia Health discriminated against the complainant, who is deaf, on the basis of disability in violation of Section 504 and Section 1557. Complainant alleged that Essentia Health failed to provide an interpreter or any other Auxiliary Aid and Service necessary to ensure effective communication during the complainant’s virtual prenatal medical appointment, an unscheduled ultrasound visit, and labor and delivery at its hospital in Fargo, North Dakota.

Specifically, the complainant alleges Essentia Health discriminated against her on the basis of her disability (deafness) when it:

- a. rescheduled her appointment of December 16, 2021, because it was too difficult to provide an American Sign Language (ASL) interpreter for her virtual appointment;
 - b. provided Video Remote Interpreting that could not maintain a signal and dropped the call multiple times during her procedure on December 23, 2021; and
 - c. failed to provide her effective communication (did not provide any interpreter or auxiliary aids) while she was in labor and delivery on December 24-25, 2021.
3. OCR initiated an investigation of Essentia Health’s compliance with Section 504 and Section 1557 regarding the complainant’s allegations, including a review of Essentia Health’s nondiscrimination policies and procedures.
4. The Parties have agreed that this matter can be resolved promptly through the terms of this Agreement and without further burden of additional investigation or enforcement

proceedings. Essentia Health's willingness to enter into this Agreement with OCR in no way constitutes an admission of liability and demonstrates Essentia Health's ongoing efforts to accommodate individuals with disabilities.

III. Jurisdiction

5. OCR is responsible for investigating disability discrimination complaints to determine whether recipients of HHS funding operate their programs and activities in compliance with Section 504 and, where appropriate, negotiating and securing voluntary compliance agreements. 45 C.F.R. § 84.98.
6. OCR is also responsible for enforcing Section 1557 which prohibits discrimination on the basis of disability on the grounds prohibited under Section 504, in any health program or activity, any part of which is receiving HHS funding. 45 C.F.R. § 92.301.
7. Essentia Health is a recipient of federal financial assistance from HHS through its participation in 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.*, and is therefore subject to the requirements of Section 504. 45 C.F.R. § 84.2. As a health program or activity receiving financial assistance from HHS, Essentia Health is also subject to the requirements of Section 1557. 45 C.F.R. § 92.2.
8. Complainant's deafness is a physical impairment that substantially limits one or more major life activities. As such, she is an individual with a disability within the meanings of Section 504 and Section 1557. 45 C.F.R. § 84.4(a)(1)(i); 45 C.F.R. § 92.4.
9. Under Sections 504 and 1557, a covered entity is required to take appropriate steps to ensure its communications with individuals with disabilities are as effective as communications with others and to provide appropriate auxiliary aids and services, including interpreter services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of its programs or activities. 45 C.F.R. §§ 84.77, 92.202.

IV. Definitions

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

10. The term "Auxiliary Aids and Services" includes qualified interpreters on-site or through Video Remote Interpreting 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.

11. The term “Companion” means a family member, friend, or associate of an individual seeking access to any Essentia Health program or activity, who along with such individual, is an appropriate person with whom Essentia Health should communicate.
12. The term “Effective Date of this Agreement” means the date the Agreement is signed by all Parties.
13. The term “Essentia Health Personnel” means all employees, agents, contractors, and volunteers working for or on behalf of Essentia Health who have or are reasonably likely to have direct contact with Patients.
14. The term “Patient” shall be broadly construed to mean any individual who is seeking or receiving health care services from Essentia Health.
15. The term “Qualified Interpreter” means an interpreter who, via a Video Remote Interpreting 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. In addition:
 - a. Not all interpreters are qualified for all situations. For example, an interpreter who is qualified to interpret using ASL is not necessarily qualified to interpret orally. Someone who has only a rudimentary familiarity with sign language or finger spelling is not a Qualified Interpreter under this Agreement. Likewise, someone who is fluent in ASL but unable to translate spoken communication into ASL or to translate signed communication into spoken words is not a Qualified Interpreter.
 - b. A Qualified Interpreter must have demonstrated proficiency in communicating in, and understanding: both English and a non-English language (including ASL, other sign languages); or another communication modality (such as cued-language transliterators or oral translation).
 - c. A Qualified Interpreter must adhere to generally accepted interpreter ethics principles including client confidentiality.
16. The term “Video Remote Interpreting” (VRI) service 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 as provided in 45 C.F.R. §§ 84.77(d), 92.4.

V. Actions to be Taken by Essentia Health

A. **General Nondiscrimination Obligations**

17. Nondiscrimination. Essentia Health agrees to comply with the requirements of Section 504 and Section 1557, and their implementing regulations, including the regulatory requirements that are now in effect or that will come into effect during the term of this Agreement and that may not be specifically addressed herein. Essentia Health shall provide any otherwise qualified individual with a disability an equal opportunity to participate in, and enjoy the benefits of, its programs or activities, as required by this Agreement, Section 504, and Section 1557.
18. Retaliation and Coercion. Essentia Health shall not retaliate against or coerce any person who made, or is making, a complaint, exercised, or is exercising, their rights under Section 504 or Section 1557; or who has assisted or participated in the investigation of any matter covered by this Agreement.
19. Designation of a Civil Rights Coordinator. Within fifteen (15) calendar days of the Effective Date of this Agreement, Essentia Health agrees to designate at least one employee to be responsible for:
 - a. the coordination of Essentia Health's efforts to comply with Section 504 and Section 1557;
 - b. the investigation of any grievance communicated to Essentia Health alleging noncompliance with Section 504 or Section 1557;
 - c. Essentia Health's compliance with the terms of this Agreement set forth herein, including coordinating and/or conducting trainings, maintaining records, providing compliance reports, and creating and revising policies and procedures; and
 - d. Essentia Health's compliance with the regulatory requirements of Section 504 and Section 1557 at 45 C.F.R. §§ 84.7 and 92.7.

B. **Policies and Procedures**

20. Nondiscrimination Policies and Procedures. Within one hundred twenty (120) calendar days of the Effective Date of this Agreement, Essentia Health shall review its nondiscrimination policies and any related procedures (including its notice of nondiscrimination and its grievance procedure), and revise as needed, to ensure it is taking all necessary steps to provide effective communication to individuals with disabilities, including those seeking obstetrical services, consistent with the requirements of this Agreement, and applicable Section 1557 requirements at 45 C.F.R. §§ 92.8(b) and (c), 92.10 and Section 504 at 84.68(b)(7) and 84.7(b).
21. Effective Communication Policies and Procedures. Within one hundred twenty (120) calendar days of the Effective Date of this Agreement, Essentia Health will review and revise its effective communication policies and procedures to ensure compliance with

applicable federal disability rights requirements. 45 C.F.R. § 92.8(e) and 45 C.F.R. §§ 84.77-84.81. Such policies and procedures shall include the following:

- a. a description of the procedures followed by Essentia Health Personnel to provide Auxiliary Aids and Services, including obtaining Qualified Interpreters, that Essentia Health uses to communicate with Patients and Companions who are deaf or hard of hearing, including the name(s) of any Qualified Interpreter staff member and/or the name(s) of one or more vendors providing Qualified Interpreter services;
- b. A description of the procedures followed by Essentia Health Personnel to provide Auxiliary Aids and Services, including Qualified Interpreters to Patients and Companions who are deaf or hard of hearing, when services are provided in a virtual environment;
- c. a requirement that no advance or supervisory approval is needed before obtaining an on-site interpreter for a Patient or Companion who needs one; and
- d. the name, telephone number, function, and office location of Essentia Health's Civil Rights Coordinator.
- e. Notice of Nondiscrimination. Essentia Health shall take appropriate and continuing steps to notify Patients, Personnel, and the public of the rights and protections afforded by Section 1557 and Section 504, and the following:
 - i. That it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its health programs or activities (Nondiscrimination Statement);
 - ii. How to file a disability-based discrimination complaint with HHS; and
 - iii. The terms of Essentia Health's approved non-discrimination policy referenced in this agreement.

Approval by OCR. Within one hundred twenty (120) calendar days of the Effective Date of this Agreement, Essentia Health shall submit its nondiscrimination and effective communication policies and procedures to OCR for review and approval. OCR will review and approve or provide comments as necessary. If required by OCR, Essentia Health will revise and re-submit the policies and procedures to OCR within thirty (30) calendar days. The review and comment process will continue until OCR approves Essentia Health's proposed policies and procedures.

22. Implementation by Essentia Health. Within thirty (30) calendar days of receiving approval from OCR, Essentia Health will implement its updated nondiscrimination and effective communication policies and procedures and distribute copies to all Essentia Health Personnel. Essentia Health will also incorporate the content of the policies and procedures into the training required under this Agreement.
 - a. Within thirty (30) calendar days of OCR's approval of the policies referenced in paragraphs 20 and 21, Essentia Health shall provide photographic evidence that it has prominently displayed the Notice of Nondiscrimination in visible locations within all patient waiting areas at its Fargo hospital, and to all interested persons by posting the Notice prominently on the Essentia Health website.

C. Provision of Effective Communication

23. Auxiliary Aids and Services. Effective immediately, Essentia Health will furnish appropriate Auxiliary Aids and Services, including Qualified Interpreter services, where necessary to ensure effective communication with Patients or Companions with disabilities and take appropriate steps to ensure that communication with Patients and Companions who are deaf or hard of hearing are as effective as communication with others. Essentia Health will provide appropriate Auxiliary Aids and Services in a timely manner, in accessible formats, and in such a way to protect the privacy and independence of the Patient or Companion with a disability consistent with the provisions set forth in this Agreement, and Section 504 and Section 1557. 45 C.F.R. §§ 84.77(a) and (b), 92.202 (a) and (b).
24. Prohibition on Surcharge. All appropriate Auxiliary Aids and Services required by this Agreement and Section 504 and Section 1557 will be provided free of charge and in a timely manner to Patients and Companions who are deaf or hard of hearing. 45 C.F.R. §§ 84.68(f) and 84.77(b); 45 C.F.R. § 92.10 (a)(1)(ii).
25. Timing of Communication Assessment and Determination. Essentia Health Personnel will perform and document a communication assessment as part of each initial Patient contact, and reasonably reassess communication effectiveness. If there is any indication from an initial contact, inquiry, request, or Essentia Health's observations that a Patient or Companion is deaf or hard of hearing and Auxiliary Aids and Services are necessary, Essentia Health Personnel who are primarily responsible for coordinating and/or providing services, in consultation with the Patient or Companion wherever possible, will determine which appropriate Auxiliary Aids and Services are necessary.
26. Communication Assessment & Primary Consideration. In determining which type of Auxiliary Aids and Services are needed to ensure effective communication, Essentia Health will consider all relevant facts and circumstances, including the method of communication used by the individual; the nature, length, and complexity of the communication at issue; and the context in which the communication is taking place. Essentia Health must give primary consideration to the requests of a Patient or Companion who has a disability. 45 C.F.R. § 84.77(b)(2). This means that Essentia Health will honor a person's request for a particular Auxiliary Aid or Service unless Essentia Health can demonstrate that another equally effective means of communication is available.
27. Documentation of Communication Assessment. During the Duration of this Agreement, documentation of any assessment and determination as to the provision of Auxiliary Aids and Services will be consistently maintained in the Patient's medical record and include the elements contained in the Auxiliary Aid and Service Log, as set forth below. Consistent with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, 45 C.F.R. Parts 160 and 164, Essentia Health shall label or make a notation in the Patient's medical record to alert Essentia Health Personnel to the fact that the Patient or Companion

is deaf or hard of hearing, or has some other disability that affects communication, and will take appropriate steps to ensure that all Essentia Health Personnel who are reasonably likely to have contact with the Patient or a Companion are made aware of the auxiliary aid or service(s) that have been identified as necessary to communicate effectively with the Patient or Companion.

28. VRI Services Assessment Criteria. In determining whether a Qualified Interpreter via VRI service is appropriate to provide effective communication, relevant factors may include whether:
- a. the Patient or Companion is limited in his or her ability to see the video screen, either due to limited vision or the physical positioning of the Patient (e.g., lying in a prone position while laboring during childbirth);
 - b. the Patient or Companion has limited ability to move their head, hands, or arms;
 - c. the Patient has cognitive limitations, consciousness issues or pain issues;
 - d. there are multiple people in a room and the information exchanged is highly complex or fast-paced;
 - e. the Patient or Companion may move frequently or move to areas of the facility that do not have a designated high-speed internet line;
 - f. the Patient will be treated in a room where there are space restrictions; and
 - g. the VRI can be provided in accordance with the performance standards described below.
29. VRI Services. If VRI services are determined to be appropriate via the communication assessment described above, Essentia Health shall ensure that it provides:
- 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. adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI; and
 - e. routine and regular software updates and patching, as available, is provided by technical staff.
30. Provision of Qualified Interpreter Services. Essentia Health shall provide Qualified Interpreter services to Patients and Companions as necessary to ensure effective communication consistent with the requirements of Section 504 and Section 1557. The following are examples of circumstances and types of communication when it is likely necessary to provide Qualified Interpreter services:
- 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 treatment;
- d. discussing or explaining prescribed medications, instructions for how and when medication is to be taken, and possible side effects and interactions of medications;
- e. obtaining informed consent or permission for procedures or other treatment options;
- f. communicating during treatment and testing;
- g. communicating during discharge planning and instruction;
- h. discussing complex financial or insurance matters; and
- i. any other circumstance in which a Qualified Interpreter is necessary to ensure a Patient's rights are protected under applicable laws.

31. Restricted Use of Adults Accompanying a Patient or Companion to Interpret or Facilitate Communication. Essentia Health shall not require a Patient or Companion who is deaf or hard of hearing to identify or bring another individual to interpret for them. 45 C.F.R. § 84.77(c)(1). Essentia Health shall not rely on an adult accompanying a Patient or Companion who is deaf or hard of hearing to facilitate communication except:
- a. in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no Qualified Interpreter available; or
 - b. where the Patient or Companion who is deaf or hard of hearing specifically requests that the accompanying adult interpret or facilitate communication; the accompanying adult agrees to provide such assistance; and reliance on that adult for such assistance is appropriate under the circumstances. 45 C.F.R. § 84.77(c)(2).
32. Restricted Use of Minors to Interpret or Facilitate Communication. Essentia Health shall not rely on a minor accompanying a Patient or Companion to interpret or facilitate communications between Essentia Health 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, or where there is no Qualified Interpreter available. 45 C.F.R. § 84.77(c)(3).
33. Ongoing Relationships. With respect to subsequent visits, Essentia Health will continue to provide the appropriate Auxiliary Aids and Services to the Patient or Companion without requiring additional requests or assessments for the Auxiliary Aids and Services by the Patient or Companion, unless the Patient or Companion indicates otherwise. Essentia Health will keep appropriate records that reflect the ongoing provision of Auxiliary Aids and Services to Patients and Companions, such as notations in a Patient's medical record.
34. Independent Obligation. If a Patient or Companion does not request Auxiliary Aids and Services, but Essentia Health has reason to believe they would benefit from Auxiliary Aids and Services, Essentia Health will specifically inform the Patient or Companion that Auxiliary Aids and Services are available free of charge.
35. Determination Not to Provide Requested Auxiliary Aids Services. If Essentia Health determines, after completing a communication assessment as described above, that it will not provide Auxiliary Aids and Services requested by a Patient or Companion who is deaf or hard of hearing, because it would result in undue financial or administrative burdens or in a fundamental alteration in the nature of Essentia Health's programs or activities, Essentia Health Personnel shall so advise the individual requesting the auxiliary aid or

service, provide them a copy of Essentia Health's grievance procedure, and secure a means of effective communication in a timely manner. The determination that the requested Auxiliary Aid or Service would result in undue financial or administrative burdens or a fundamental alteration must be made by the head of Essentia Health or their designee after considering all the recipient's resources available for use in the funding and operation of the program or activity. Essentia Health shall document the basis for the determination in the Patient's record, including the date of the determination, the name and title of the Essentia Health Personnel who made the determination, and the alternative Auxiliary Aid and Service, if any, that Essentia Health decided to provide. If a requested Auxiliary Aid or Service would result in such an alteration or such burdens, Essentia Health shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that, to the maximum extent possible, individuals with disabilities receive the benefits or services provided by Essentia Health. 45 C.F.R. § 84.81.

36. Auxiliary Aids and Services Log. Within ninety (90) calendar days of the Effective Date of this Agreement, Essentia Health shall document and maintain an Auxiliary Aids and Services log containing requests for Qualified Interpreter services, including in-person and VRI services. The log will be maintained throughout the term of this Agreement and include:

- a. the name or other assigned identifier of the person making the request;
- b. the time and date of the request to include whether the request was for an immediate (emergent) need or a scheduled appointment (stating the date and time of the appointment);
- c. the name or other assigned identifier of the Patient or Companion needing the services;
- d. whether the request is for an in-person Qualified Interpreter or VRI services;
- e. the time and date the request was granted by Essentia Health;
- f. whether a communication assessment was conducted and the name of the Essentia Health Personnel conducting the communication assessment;
- g. if a request for an in-person Qualified Interpreter or VRI services was not granted, a statement explaining why;
- h. if an Auxiliary Aid or Service was not granted, or was different than what was requested, a statement explaining why;
- i. if an accompanying adult of a patient or companion was utilized as an interpreter without the explicit request of the patient or companion, a statement explaining why;
- j. if a minor child was utilized as an interpreter, a statement explaining why; and
- k. for admitted patients, in lieu of documenting each time VRI is used, if VRI is maintained in the Patient's room, the log can provide a statement that the VRI was in the Patient's room, in good working order, and was used for interactions with the Patient during their admission, so long as any and all problems with the VRI are documented in the log and any action taken by Essentia Health Personnel to remedy such problems.

D. Training

37. Training Materials. Within ninety (90) calendar days of OCR's approval of Essentia Health's nondiscrimination and effective communication policies and procedures, Essentia will draft training materials for Essentia Health Personnel. The training materials will cover:

- a. the requirements of this Agreement;
- b. relevant nondiscrimination requirements under Section 504 and Section 1557;
- c. obligations to provide effective communication under Section 504 and Section 1557;
- d. Essentia Health's effective communication policies and procedures;
- e. Essentia Health's grievance procedure;
- f. identification of communication needs of persons who are deaf or hard of hearing;
- g. the proper use and role of a Qualified Interpreter;
- h. the proper use and role of VRI services;
- i. the nonretaliation provisions of Section 504 and Section 1557; and
- j. the documentation requirements of this Agreement.

Approval by OCR. Within ninety (90) calendar days of the Effective Date of this Agreement, Essentia Health shall submit its nondiscrimination and effective communication training materials to OCR for review and approval. OCR will review and approve or provide comments as necessary. If required by OCR, Essentia Health will revise and re-submit the training materials to OCR within thirty (30) calendar days. The review and comment process will continue until OCR approves Essentia Health's proposed training materials.

38. Timeframe for the Provision of Training. Essentia agrees to conduct trainings for Essentia Health Personnel within the timeframes specified in this Agreement. Essentia Health shall maintain copies of the training materials and attendance records for each training. Each training will be of sufficient duration and content to train Essentia Health Personnel in the areas outlined in this Agreement relative to their responsibilities for coordinating or providing programs or activities.

- a. Existing Essentia Health Personnel. Within ninety (90) calendar days of OCR's approval of the training materials, and on an annual basis thereafter, Essentia Health will provide to all Essentia Health Personnel mandatory training including nondiscrimination requirements under applicable Federal laws; obligations to provide effective communication under Section 504 and Section 1557; Essentia Health's effective communication policies and procedures; Essentia Health's grievance procedure; and the documentation requirements of this Agreement.
- b. New Essentia Health Personnel. Within ninety (90) calendar days of their start date, Essentia Health will provide to all new Essentia Health Personnel mandatory training including nondiscrimination requirements under applicable Federal laws; obligations to provide effective communication under Section 504 and Section 1557; Essentia's

Health's effective communication policies and procedures; Essentia Health's grievance procedure; and the documentation requirements of this Agreement.

VI. Reporting and Monitoring

39. Notices to OCR. Unless otherwise provided, all notices, reports or other such documents required by this Agreement shall be submitted electronically to the HHS Office for Civil Rights, by email to REDACTED at REDACTED@hhs.gov.
40. Records. Essentia Health shall maintain records to document the information required by this Agreement and shall make them available to HHS within thirty (30) calendar days of a written request throughout the Duration of this Agreement.
41. Complaints. For the Duration of this Agreement, Essentia Health shall notify OCR if any person files a lawsuit, written complaint, or formal charge against Essentia Health with a state or federal agency, alleging that Essentia Health failed to provide effective communication or otherwise failed to comply with Section 504 or Section 1557. Such notification must be provided in writing within thirty (30) calendar days of the date Essentia Health receives notice of the allegation and must include, at a minimum, the nature of the allegation, the name of the person making the allegation, and the status of any complaint or how the matter is being handled. Once proceedings on the lawsuit, written complaint, or formal charge are concluded, Essentia Health shall provide OCR a notification of the ultimate disposition within ten (10) calendar days. Essentia Health will reference this provision of the Agreement in the notification to OCR.
42. Compliance Report. Essentia Health shall provide an initial written report ("Compliance Report") to OCR regarding the status of its compliance with this Agreement at least thirty (30) calendar days prior to end of the term of the Agreement.
43. Required Content for Compliance Report. The Compliance Report shall include appropriate documentation of the steps Essentia Health has taken to comply with each term of this Agreement, including:
 - a. any revised policies and procedures;
 - b. the distribution of policies and procedures;
 - c. the training required by this Agreement, including training materials and attendance records; and
 - d. the list of any grievances and/or complaints filed by Patients or those acting on their behalf regarding 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 a copy of the grievance itself.

VII. Enforcement and Miscellaneous Provisions

44. Duration of this Agreement. This Agreement will be in effect for one (1) year from the Effective Date.

45. Compliance Review and Enforcement. HHS may review compliance with this Agreement at any time throughout the Duration of this Agreement. If OCR determines that Essentia Health has failed to substantially comply with any provision of this Agreement, the Parties will confer and attempt to reach agreement as to what steps may be necessary to resolve the compliance issues to both Parties' satisfaction. If an agreement is not reached, OCR may terminate this Agreement with thirty (30) calendar days prior written notice to Essentia Health and take appropriate measures to effectuate Essentia Health's compliance with Section 504 and Section 1557. Such measures may include OCR reopening its investigation of Essentia Health's compliance with Section 504 and Section 1557. OCR may incorporate into its reopened investigation any relevant evidence of noncompliance with the Agreement and any relevant evidence obtained by OCR prior to signing of the Agreement. OCR may also exercise all rights available under Section 504 and Section 1557, including, but not limited to issuing noncompliance findings and the initiation of enforcement proceedings to terminate federal financial assistance to Essentia Health.
46. Severability. The Parties will not, individually or in combination with one another, seek to have any court declare or determine that any portion of this Agreement is invalid, illegal, or unenforceable. In the event that a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such provision shall be severed from the Agreement and all other provisions shall remain valid and enforceable; provided, however, that if the severance of any such provision materially alters the rights or obligation of the Parties, they shall, through reasonable, good faith negotiations, agree upon such other amendments as may be necessary to restore the Parties as closely as possible to the relative rights and obligation initially intended to them within the Agreement.
47. Consideration. In consideration of the terms of this Agreement, OCR agrees to refrain from undertaking further investigation in OCR #08-22-470886 based on the allegations lodged against Essentia Health, except as provided herein.
48. Continuing Obligations. This Agreement does not constitute a finding by OCR that Essentia Health is in full compliance with and or in noncompliance with Section 504 and Section 1557. This Agreement is not intended to remedy any other potential violations of Section 504 and Section 1557, or any other law that is not specifically addressed in this Agreement, including any other claims for discrimination on the basis of disability. Nothing in this Agreement relieves Essentia Health of its continuing obligations to comply fully with the requirements of Section 504 and Section 1557.
49. Admission of Liability. Nothing in this Agreement shall be construed or deemed as an admission by Essentia Health of any liability or fault regarding any of the Complainant's factual allegations, and nothing in this Agreement shall be construed as a waiver by Essentia Health to defend against any allegation claiming that Essentia Health violated Section 504 or Section 1557.
50. Entire Agreement. This Agreement constitutes the entire agreement between the Parties on the matters raised herein, and no prior or contemporaneous 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 is enforceable. This Agreement can only be modified by mutual written agreement of the Parties. This Agreement is limited to the facts set forth herein and does not purport to remedy any other potential violations of Section 504, Section 1557, or any other federal law.

- 51. 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.
- 52. 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.
- 53. 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.
- 54. Publication or Disclosure of Agreement. HHS places no restriction on the publication of the Agreement. In addition, HHS may be required to disclose material related to this Agreement to any person upon request, consistent with the requirements of the Freedom of Information Act, 5 U.S.C. § 522, and its implementing regulation, 45 C.F.R. Part 5.
- 55. Signatories. The signatories represent that they have the authority to bind the respective parties identified below to the terms of this Agreement.

AGREED BY THE PARTIES:

Innovis Health, LLC:

/s/ REDACTED	09/26/25
Name: Jessica Brooks	Date
Title: System Director of Risk Management	
Essentia Health	

FOR THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES:

/s/ REDACTED	09/29/26
Barbara Stampul	Date
Regional Manager, Office for Civil Rights	