

Press Release

**SETTLEMENT AGREEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN
THE UNITED STATES OF AMERICA
AND
ADVENTIST HEALTH SYSTEM GEORGIA, INC.
d/b/a ADVENTHEALTH-GORDON
DJ # 202-19-332**

A. BACKGROUND

1. The parties to this Settlement Agreement (Agreement) are the United States of America (the United States) and Adventist Health System Georgia, Inc., d.b.a. AdventHealth-Gordon (Advent).
2. This matter is based upon a complaint filed with the United States Department of Justice (the Department) against Advent. Complainant, who is deaf, alleged that Advent discriminated against her and her birth partner (Companion), who is also deaf, on the basis of disability in violation of Title III of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12181-89. Complainant alleged that despite her requests for an American Sign Language (ASL) interpreter for her labor and delivery, Advent failed to provide an interpreter or any other Auxiliary Aid or Service for her and her Companion, and instead the Complainant was forced to rely on lip reading, or on her deaf Companion to interpret for her.

B. TITLE III COVERAGE AND DETERMINATIONS

3. The Attorney General of the United States is responsible for enforcing Title III of the ADA, 42 U.S.C. §§ 12181-89, and the regulation implementing Title III, 28 C.F.R. Part 36.
4. Advent, a hospital that provides inpatient and outpatient treatment programs, is located at 1035 Red Bud Road NE, Calhoun, Georgia, 30701. Among Advent's services are an Obstetrics and Gynecology (OB) Unit and an outpatient OB office practice that provides prenatal care. The term "Advent" as used herein shall include the hospital in Calhoun, Georgia and all of its outpatient clinics.
5. Complainant and her Companion/birth partner are both deaf and as such, are individuals with disabilities within the meaning of the ADA, since their ability to hear is substantially limited. 42 U.S.C. § 12102; 28 C.F.R. § 36.104.
6. The ADA prohibits discrimination on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations by any person who owns, operates, leases, or leases to a place of 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.

7. On the basis of its investigation, the United States determined that Advent failed to provide effective communication to the Complainant and her Companion during Complainant's hospital stay for the birth of Complainant's child. Complainant repeatedly requested an ASL interpreter for and during labor and delivery, and Advent documented in her medical records that both the Complainant and her Companion were deaf and use ASL as their primary means of communication. Advent Personnel nevertheless relied primarily on oral communication throughout Complainant's hospital stay. As a result of Advent's failure to provide an interpreter or other Auxiliary Aids and Services, the Complainant did not understand why she was not given an epidural and suffered significant pain. Both she and her Companion were scared for the safety of the baby during delivery because they did not understand what was occurring, particularly when an emergency arose. Even after the delivery, Advent Personnel continued to rely on oral communication resulting in misunderstanding about medication given to the Complainant and a vaccination for the baby. Both the Complainant and her Companion were denied the ability to exchange medical information about the Complainant or the baby with Advent Personnel and Staff. As a result, both women suffered unnecessary stress, fear, and confusion.
8. On the basis of its investigation, the United States determined that Advent discriminated against the Complainant and her Companion in violation of Title III of the ADA by failing to provide them 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. Advent denies that it discriminated against Complainant and her Companion, but has agreed to enter this Settlement in order to avoid litigation. Advent has fully cooperated with the United States' investigation.

C. DEFINITIONS

9. The term "**Auxiliary Aids and Services**" includes Qualified Interpreters provided on-site or through video remote interpreting (VRI) services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard-of-hearing. 28 C.F.R. § 36.303(b)(1).
10. The term "**Advent Personnel**" means all Advent employees, whether part-time or full-time, who have, or are likely to have, direct contact with Patients or Companions as defined herein.

11. The term “**Patient**” shall be broadly construed to include any individual who is deaf or hard of hearing seeking access to, or participating in, the goods, services, facilities, privileges, advantages, or accommodations of Advent.
12. The term “**Companion**” means a person who is deaf or hard of hearing and is a family member, friend, or associate of an individual seeking access to, or participating in, the goods, services, facilities, privileges, advantages, or accommodations of Advent, 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).
13. 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. 28 C.F.R. § 36.104. Qualified Interpreters include, for example, ASL interpreters, oral transliterators, interpreters for individuals who are deaf-blind, and cued-language transliterators. For purposes of this Agreement, a Qualified Interpreter must also be knowledgeable about medical terminology.
14. The term “**Video Remote Interpreting (VRI) Service**” means real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video or wireless connection that delivers high-quality video images; a sharply delineated, continuous image that is large enough to display the interpreter’s and the participating individual’s face, arms, hands, and fingers; and a clear, audible transmission of voices. 28 C.F.R. § 36.303(f).
15. The term “**Members of the Medical Staff**” or “**Staff**” means all affiliated physicians and/or other health care professionals who have medical staff privileges that permit them to see and/or treat Patients at Advent.

D. REMEDIAL ACTIONS

Non-Discrimination Policies and Procedures

16. Advent shall provide Patients and Companions with the full and equal enjoyment of the services, privileges, facilities, advantages, and accommodations of Advent as required by this Agreement and the ADA.
17. Consistent with 42 U.S.C. § 12182(b)(2)(A)(iii), Advent shall provide appropriate Auxiliary Aids and Services, including Qualified Interpreters, where such Auxiliary Aids and Services are necessary to ensure effective communication with Patients and Companions. To determine the Auxiliary Aids and Services that are necessary for effective communication, Advent will make the assessment(s) described in Paragraphs 19-22 of this Agreement. Appropriate Auxiliary Aids and Services will be provided as soon as practicable. If the Appropriate Auxiliary Aid or Service is determined to be an on-site Qualified Interpreter, Advent will take all reasonable efforts, including the measures described in this Agreement, to ensure that the on-site Qualified Interpreter is

provided within the time frame described in Paragraph 25 of this Agreement. While waiting for the arrival of an on-site interpreter, Advent will provide a Qualified Interpreter by VRI no later than fifteen minutes after a request is made until such time as an on-site interpreter arrives. Advent will advise Patients and Companions who require Auxiliary Aids and Services, that appropriate Auxiliary Aids and Services are available throughout the Patient's stay.

18. Within sixty (60) days of the effective date of this Agreement, Advent will submit a revised Effective Communication Policy, including its implementing practices and procedures, to the Department for review, revision, and approval. Advent will implement any revisions provided by the United States and send the policies, practices and procedures back to the United States within thirty (30) days of receipt for review, revision, and approval.

Assessment of Appropriate Auxiliary Aids and Services

19. As soon as practical after a Patient arrives at the hospital or one of its clinics, Advent will consult with each Patient and Companion to determine appropriate Auxiliary Aids and Services, and the timing, duration, and frequency with which they may be needed. The assessment will consider all relevant facts and circumstances, including, for example, the individual's communication skills and knowledge, and the nature and complexity of the issues being discussed.
20. Advent will notify all Patients and Companions of the availability of Auxiliary Aids and Services by use of a "Notice of Auxiliary Aids and Services," ("Notice") (Exhibit A), which it will prominently display in a frame at every Hospital admissions desk and provider reception desk. That notice is intended to: i) afford prompt initial effective communication between the Patient and Companion and the reception clerk, (by means including Text, Pen and Paper, or a Qualified Interpreter via video on an iPad that Advent will maintain at every registration desk) and ii) facilitate a more robust interaction about their communication needs for the appointment or hospital stay (which may include other means of communication including an on-site Qualified Interpreter).

Once the Patient or Companion's preferred method of effective communication has been established for the registration process, Advent will ask the Patients or Companions to answer questions about their preferred means of communication. Those questions will be substantially similar to those contained in the "Auxiliary Aids and Services Form," ("Form") (Exhibit B).

If a Patient and/or Companion does not initiate the request for the use of an auxiliary aid for effective communication, but a registration clerk reasonably perceives that the Patient and/or Companion is deaf or hard of hearing, the registration clerk will provide a paper copy of the Notice of Auxiliary Aids and Services to the Patient and/or Companion.

Within 30 days of the execution of this Agreement, Advent shall train its staff to provide the Notice (Exhibit A), and to complete the Form (Exhibit B), and to input that data into the Patient's Medical Record, for each individual Patient or Companion who agrees to provide the requested information.

Consistent with Paragraph 19 of this Agreement, Advent will determine which appropriate Auxiliary Aids and Services are necessary, and the timing, duration, and frequency with which they will be provided, at the earliest reasonable time after Advent learns that a Patient and/or Companion will be using its services or on the arrival of the Patient or Companion at Advent, whichever is earlier. In addition, throughout a Patient's hospital stay, Advent Personnel shall ask any identified Companion if they will agree to provide the information on the Auxiliary Aids and Services Form (and assistance in completing it on request), if they have not done so already.

21. In the event that the initial form of communication is not effective, circumstances change, or upon request, Advent Personnel and/or Staff will reassess which appropriate Auxiliary Aids and Services are necessary, in consultation with the person with a disability, where possible, and provide such aid or service based on the reassessment.
22. Advent will take reasonable steps to ensure that all Advent Personnel and Members of the Medical Staff interacting with a Patient or Companion are made aware of the Patient's or Companion's hearing disability and any Auxiliary Aids and Services needed. The Patient's medical record shall contain a conspicuous notation to alert Advent Personnel and Staff to the fact that the Patient and/or Companion is deaf or hard of hearing. The medical record shall continue to indicate the mode of communication requested by and provided to the Patient or Companion.

Qualified Interpreter

23. Depending on the complexity and nature of the communication, a Qualified Interpreter may be necessary to ensure effective communication for Patients and Companions. Examples of circumstances when the communication may be sufficiently lengthy or complex as to require a Qualified Interpreter are:
 - a. Discussing a Patient's symptoms for diagnostic purposes;
 - b. Discussing medical conditions, medications, and medical history;
 - c. Explaining treatment options, tests, medications, surgery, and other procedures;
 - d. Providing a diagnosis or recommendation for treatment;
 - e. Communications immediately preceding, during, and immediately after surgery or other procedures, and during physician rounds;
 - f. Labor, delivery, and discussions of pre-natal and post-natal care;
 - g. Obtaining informed consent for treatment;
 - h. Providing instructions for medications, post-treatment care and activities, and follow-up treatments;

- i. Providing mental health services, including group or individual counseling for Patients and family members, grief counseling, and crisis management;
- j. Providing information about blood or organ donations;
- k. Discussing powers of attorney, health care proxies, do not resuscitate/do not intubate orders, and living wills;
- l. During educational presentations, such as birthing or new parent classes, nutrition and weight management programs, and CPR and first-aid training; and
- m. Discussing complex billing and insurance matters.

This is an illustrative list, not an exhaustive one. Other circumstances may also require a Qualified Interpreter. Advent may provide a Qualified Interpreter on-site or via VRI provided that the resulting communication is effective.

Ensuring Availability of Qualified Interpreters

- 24. Advent has advised the United States that the nearest interpreter services are located more than sixty miles away in Atlanta, Georgia, and Chattanooga, Tennessee. Advent has also advised the United States that it maintains current contracts with three separate vendors to provide Qualified Interpreters. Advent must keep its interpreter services contracts and list of contact personnel for each vendor current and readily available to Advent Personnel, including on its employee intranet. The vendors must be able to schedule and confirm an interpreter promptly, regardless of the time of day, and within the time frames set forth in Paragraphs 25. All of Advent’s requests for interpreters, including the time, date, and location, will be documented in the Patient’s file at the time of the request by Advent. Advent will also document this information in the Auxiliary Aids and Services Register described in Paragraph 45.
- 25. Advent must provide Qualified Interpreters to Patients and Companions in a timely manner.
 - a. *Non-scheduled Interpreter Requests.* A “non-scheduled interpreter request” means a request for an interpreter made by a Patient or Companion with less than two (2) hours advance notice. The interpreter shall be provided no more than (a) three (3) hours from the time Advent completes the assessment if the service is provided through a contract interpreting service or a hospital staff interpreter who is located offsite or (b) fifteen (15) minutes from the time Advent completes the assessment if the interpreter service is provided through VRI. To locate an on-site Qualified Interpreter, Advent Personnel and/or Staff will take the following steps:
 - i. Exert reasonable efforts (which shall be deemed to require Advent to contact no fewer than three (3) telephone inquiries and/or emails and/or text messages unless exceptional circumstances intervene) to contact the three interpreting agencies already contracted with Advent and request their services;

- ii. Inform the ADA Coordinator, identified and described in Paragraph 33 below, of the efforts made to locate an interpreter and solicit assistance in locating an interpreter;
 - iii. Inform the Patient or Companion of the efforts taken to secure an on-site Qualified Interpreter. If, after three inquiries, the on-site interpreter is not confirmed promptly, follow up on reasonable suggestions for alternate sources of Qualified Interpreters, and immediately provide interpreting services via VRI as a backup until an on-site interpreter can be provided, as set forth in Paragraph 31; and
 - iv. Document all of the above efforts to obtain a Qualified Interpreter including the time elapsed between the first request and when the Auxiliary Aid or Service is provided (whether on-site or by VRI) in the Auxiliary Aids and Services Register described in paragraph 45.
- b. *Scheduled Interpreter Requests.* A “scheduled interpreter request” is a request for an Interpreter made two (2) or more hours before the services of the interpreter are required. For scheduled interpreter requests, Advent Personnel and/or Staff will complete the assessment described in Paragraphs 19-22 in advance, and, when a Qualified Interpreter is appropriate, Advent shall make a Qualified Interpreter available at the time of the scheduled appointment. If a Qualified Interpreter fails to arrive for the scheduled appointment or if the interpreter who arrives is not a Qualified Interpreter for the situation, Advent shall immediately call the interpreter service for another Qualified Interpreter and comply with the time frames and steps set out in Paragraphs 25(a).
- c. *Complaints.* Advent will document and investigate, per the grievance process identified in Paragraph 44, any complaints by Patients or Companions regarding the quality and/or effectiveness of services provided by the interpreter service (whether onsite or by VRI).
26. If a Patient or Companion has an ongoing relationship with Advent, Advent will take affirmative steps in advance of subsequent visits at Advent-operated facilities to assess what Auxiliary Aids and Services may be needed by the Patient or Companion and provide such Auxiliary Aids and Services to the Patient or Companion as appropriate. Advent will keep appropriate records that reflect the ongoing provision of Auxiliary Aids and Services to Patients and Companions, such as notations in a Patient’s medical charts.
27. When using VRI, Advent 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 their 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).

28. VRI shall not be used when it is not likely to ensure effective communication, for example, due to: (1) a Patient's limited ability to move his or head, hands, or arms; vision or cognitive issues; significant pain; or because the Patient cannot be properly positioned to see the screen: (2) space limitations in the room: (3) communications with the Patient or Companion and Medical Personnel reflect that the complexity of the medical issue requires an on-site interpreter; or (4) any other time when there are indicators that VRI will likely nor or is not providing effective communication with a Patient or Companion, VRI shall not be used as a substitute for an on-site Qualified Interpreter. If VRI is initiated but does not provide effective communication, an on-site Qualified Interpreter shall be provided in accordance with the timetable set forth in Paragraph 25.
29. Where an on-site Qualified Interpreter is necessary for effective communication with a Patient or Companion, Advent will provide other appropriate Auxiliary Aids and Services to maximize communication until the on-site interpreter arrives. This provision in no way lessens Advent's obligation to provide on-site Qualified Interpreters in a timely manner as required by Paragraph 25 of this Agreement.
30. As soon as Advent Personnel or a Member of the Medical Staff has determined that a Qualified Interpreter is necessary for effective communication with a Patient or Companion, Advent will inform the Patient or Companion of the status of efforts to secure a Qualified Interpreter. Advent will provide additional updates to the Patient or Companion as necessary until a Qualified Interpreter is secured.
31. Advent will document and investigate any complaints by Patients or Companions regarding the quality and/or effectiveness of services provided by interpreter as set forth in the grievance process identified in Paragraph 44 below.

Limited Exceptions for Use of Family or Friends to Interpret

32. Advent will not rely on an adult friend or family member of the Patient or Companion to interpret except:
 - a. In an emergency involving an imminent threat to the safety of an individual or the public where there is no interpreter available; and
 - b. Where the Patient or Companion specifically requests that the adult friend or adult family member interpret, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances.
33. Advent will not rely on a minor child or Companion 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.

ADA Coordinator – Designation and Training

- 34.** Advent will designate or hire an ADA Coordinator, as well as one or more individuals to act in their absence. Among other tasks assigned to the ADA Coordinator, those individuals will be available to answer questions, and provide prompt access to appropriate Auxiliary Aids and Services, including Qualified Interpreters. The ADA Coordinator, and designee(s) shall, among other things: (i) know where Auxiliary Aids are stored, how to operate them, and ensure their proper maintenance, replacement, repair, and distribution; (ii) ensure that contracts with, and contact information for, Qualified Interpreters are kept current and readily available; and (iii) review complaints regarding effective communication, as described in Paragraph 44 of this Agreement.
- 35.** The ADA Coordinator or a designee must be available twenty-four (24) hours a day, seven (7) days a week, and the position of ADA Coordinator shall be maintained and staffed for the duration of this Agreement.
- 36.** Advent will provide a mandatory live, in-person or remote, training for the ADA Coordinator and any designee as described in Paragraph 34 of this Agreement. Such training will enable these individuals to understand the requirements of this Agreement and the requirements of Title III of the ADA, including, but not limited to, the provision of Auxiliary Aids and Services, 42 U.S.C. §12182(b)(2)(A)(iii), and 28 C.F.R. §36.303. Training materials must be provided to the United States within thirty (30) days of this Agreement for review. Once approved by the United States, the training will occur within thirty (30) days. Such training will be sufficient in duration and content to train the ADA Coordinator and designee(s) in the following areas:

 - a. To promptly identify communication needs of Patients and Companions, including when an on-site Qualified Interpreter is necessary;
 - b. To secure Qualified Interpreter services, whether on-site or via VRI as quickly as possible when necessary;
 - c. How and when to use VRI services, including how to make and receive calls;
 - d. To use, when appropriate, flash cards and/or pictographs (in conjunction with any other available means of communication that will augment the effectiveness of the communication);
 - e. To encourage employees to notify the ADA Coordinator or designee(s) of Patients and Companions as soon as a Patient arrives, or schedules health care services at Advent;
 - f. To promptly identify and respond to request for reasonable modification of policies, practices, or procedures;
 - g. To know the location, features, and uses of accessible patient rooms and equipment; and
 - h. To fully understand Advent’s grievance resolution procedure, described in Paragraph 44 of this Agreement, and to review all complaints filed by individuals with disabilities.

37. The ADA Coordinator and designee(s) will be identified no later than thirty (30) days after the execution of this Agreement and notice of such designation will be provided to the Department.

Dissemination of Information

38. Within sixty (60) days after the effective date of this Agreement, Advent shall post in the admission area, emergency room waiting area, outpatient clinics, and wherever a Patient's Bill of Rights is required by law to be posted, a notice, of conspicuous size and print, providing information on how to make requests for effective communication under the ADA. Those signs shall also state that:

In compliance with the Americans with Disabilities Act (ADA), Qualified Interpreters including American Sign Language, tactile and/or oral interpreters, and other Auxiliary Aids and Services, such as CART services, TTYs, written materials, telephone handset amplifiers, assistive listening devices and systems, telephones compatible with hearing aids, televisions with captioning or closed captioning decoders, and open and closed captioning of most hospital programs, are available free of charge to people who are deaf or hard-of-hearing.

This notice shall also include the name and contact information – including an email address and a phone number – for the ADA Coordinator and any other person(s) whom a Patient or Companion may contact to request Auxiliary Aids and Services or reasonable modifications. The signs shall also contain the following statement:

For more information about the Americans with Disabilities Act (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.

39. Within sixty (60) days of the execution of this Agreement, Advent will include on its website the same or substantially the same content as that contained in Paragraph 38.
40. Within sixty (60) days after the effective date of this Agreement, Advent shall include on its employee intranet, a policy statement regarding effective communication with persons who are deaf or hard of hearing that includes, but is not limited to the following:

If you recognize or have any reason to believe that a patient, or companion of a patient, is deaf or hard of hearing, or deaf-blind, you must advise the person that Auxiliary Aids and Services will be provided to them free of charge. These Auxiliary Aids and Services may include Qualified Interpreters, such as American Sign Language, tactile and/or oral interpreters, CART services, TTYs, written materials, telephone handset amplifiers, assistive listening devices and systems, telephones compatible with hearing aids, televisions with captioning or closed captioning

decoders, and open and closed captioning of most hospital programs. If you are the responsible health care provider, you must ensure that such Auxiliary Aids and Services are provided when needed.

Advent shall also include contact information for the ADA Coordinator and a description of the ADA Coordinator's duties and availability to facilitate obtaining a Qualified Interpreter or other appropriate Auxiliary Aids and Services for the Patient and/or Companion, or for other inquiries. The Effective Communication Policy must also be provided to all newly hired Advent Personnel and Members of the Medical Staff upon their affiliation or employment with Advent. Within ninety (90) days, Advent will send an email to all Advent Personnel and Members of the Medical Staff that directs them to Advent's intranet and web page which will include: (1) Advent's revised Effective Communication Policy as described in Paragraph 18 and any relevant forms to be used; and (2) a request that Advent Personnel and Members of the Medical Staff notify Patients and Companions of this Effective Communication Policy as soon as they schedule admissions, tests, or other healthcare services at Advent. Advent shall notify the United States in writing when it has completed this action.

Training for Advent Personnel and Members of the Medical Staff

41. Advent shall provide mandatory, live, in-person or remote, ADA trainings for all Advent Personnel and Members of the Medical Staff who might interact with Patients and/or their Companions within one hundred and twenty (120) days after the effective date of this Agreement, and annually thereafter. Training materials must be provided to the United States within thirty (30) days of this Agreement for review. Once approved by the United States, this training will be given to all covered individuals within thirty (30) days. Such training will be sufficient in duration and content to train the covered individuals in:
 - a. Identifying the communication needs of persons who are deaf or hard of hearing;
 - b. Understanding procedures for documenting requests for Auxiliary Aids and Services in Patient charts and the Auxiliary Aids and Service Register, including the date, location and aid or service requested;
 - c. The types of Auxiliary Aids and Services available and how to secure them in a timely manner;
 - d. The proper use, role, and selection of Qualified Interpreters;
 - e. The location, role, and method to use VRI services;
 - f. Making and receiving calls through TTYs and through the relay service;
 - g. To use, when appropriate, flash cards and pictographs (in conjunction with any other available means of communication that will augment the effectiveness of the communication);
 - h. The uses and locations of accessible patient rooms and equipment; and
 - i. All other applicable requirements of this Agreement.

42. New employees must be trained within thirty (30) days after their hire. A video recording of the original training described in Paragraph 41 will suffice to meet this obligation.
43. For the ADA Training conducted under this Agreement, Advent shall maintain attendance logs reflecting the date of the training, names and titles of attendees, or other certification of attendance.

Grievance Resolution

44. Advent will maintain a grievance resolution mechanism and all documents related thereto for the duration of the Agreement. It shall include specific procedures for the investigation of complaints regarding accessible services, facilities, privileges, advantages, or accommodations for individuals with disabilities, and with respect to effective communication. Information about this grievance process will be included on Advent's website. The grievance resolution mechanism will include the following procedures:
 - a. Advent will maintain records of all grievances regarding accessibility for individuals with disabilities and complaints with respect to effective communication made to Advent, and actions taken with respect thereto;
 - b. Advent's ADA Coordinator or designee will review all complaints relating to individuals with disabilities and provide input on the appropriate resolution of those complaints;
 - c. When Advent completes the assessment described in Paragraphs 19-22 and advises the Patient and/or Companion of its determination of which appropriate Auxiliary Aids and Services are necessary, Advent will notify the Patient and/or Companion of its grievance resolution mechanism, to whom complaints should be made, and of the right to receive a written response to the grievance;
 - d. An initial written response to a grievance must be provided to the complainant within seven (7) business days and a final written response within fifteen (15) business days of receipt of the grievance; and
 - e. Records of all grievances and supporting documents related to this Paragraph will be maintained for the duration of this Agreement.

Auxiliary Aids and Services Register

45. Within three (3) months of the effective date of this Agreement, Advent will start maintaining a Register documenting all requests for Auxiliary Aids and Services by individuals who are deaf or hard of hearing at Advent operated facilities. The Register will be maintained by the ADA Coordinator for the duration of the agreement. The Register will contain:
 - a. The name of the Patient or Companion for whom the request was made, and the name of the Advent employee who received the request;

- b. The time and date the request was made, and the time and date it was made for, i.e., for immediate use, or for a scheduled appointment (stating the date and time of the appointment);
 - c. The nature of the Auxiliary Aid or Service requested;
 - d. If an interpreter was requested, from what source Advent Personnel and/or Members of the Medical Staff sought services;
 - e. The time and date Advent Personnel and/or Members of the Medical Staff acted to secure the Auxiliary Aid or Service, and the name of the person making the request;
 - f. The time and date the request was fulfilled;
 - g. The nature of the Auxiliary Aid or Service provided; and
 - h. If the requested Auxiliary Aid or Service was not provided, a description of why the request was not granted and whether an alternative Auxiliary Aid or Service was provided.
46. In any instance where Advent fails to provide the requested Auxiliary Aid or Service, or the Auxiliary Aid or Service was provided outside the time periods specified in this Agreement, the Register will contain a full statement of the reason for any delay and a description of the treatment provided, if any. Advent will maintain this Register for the duration of the Agreement, and the Register will be incorporated into the Regular Reports as described in Paragraph 48 of this Agreement.

E. ENFORCEMENT AND REPORTING

47. Initial Report: Within a hundred and twenty (120) calendar days following the effective date of this Agreement, Advent shall submit a report to the United States confirming its implementation of the policies referenced in Paragraphs 16-18 (Non-Discrimination Policies and Procedures); its fulfillment of the requirements in disseminating information on the new policies and practices described in Paragraphs 38-40 (Dissemination of Information); its creation of an ADA Coordinator position as described in Paragraphs 34-37 (ADA Coordinator – Designation and Training); and its training of all Members of the Medical Staff and Advent Personnel as mentioned in Paragraphs 41-43 (Training for Advent Personnel and Members of the Medical Staff). Advent shall also provide the Department with the attendance tracking logs maintained for the ADA Training under Paragraph 43 and the names of the contractors that will be used for providing Qualified Interpreters and all information requested in Paragraph 25. In addition, the United States has the right at any time during the term of this Agreement, to inspect, with reasonable notice to counsel, the Advent operated facilities; to access records; and to obtain documentation of compliance with this Agreement.
48. Regular Reports: Beginning ten months after the effective date and continuing every year thereafter for the duration of the Agreement, Advent shall provide a written compliance report to the Department. The compliance report must include data relevant to the Agreement, including:
- a. The Auxiliary Aids and Services described in Paragraph 17, and the identification of current contractors used for the provision of Auxiliary Aids and Services;

- b. The dates and logs of Advent's ADA Training conducted pursuant to this Agreement;
- c. The information maintained in the grievance records described in Paragraph 44, including all supporting documents; and
- d. The Auxiliary Aids and Services Register described in Paragraphs 45-46

Monetary Relief

- 49. Within seven (7) days of the effective date of this Agreement, Advent will offer Complainant a total monetary award of fifty (\$50,000.00). Within twenty-one (21) days after receiving Complainant's signed release (attached as Exhibit C), Advent shall send a check in the amount of fifty thousand dollars (\$50,000.00) made out to Complainant. Advent shall provide written notification to counsel for the United States, including a copy of the check, within seven (7) days of completing the actions described in this Paragraph.
- 50. Within seven (7) days of the effective date of this Agreement, Advent will offer Complainant's Companion a total monetary award of ten thousand dollars (\$10,000.00). Within twenty-one (21) days after receiving Complainant's Companion's signed release (Exhibit D), Advent shall send a check in the amount of ten thousand dollars (\$10,000.00) made out to Complainant's Companion. Advent shall provide written notification to counsel for the United States, including a copy of the check, within seven (7) days of completing the actions described in this Paragraph.

F. OTHER PROVISIONS

- 51. In consideration of the terms of this Agreement, the United States shall close its investigation of DJ #202-19-332, and shall not institute a civil action alleging discrimination by Advent based on the determinations set forth in Paragraphs 7 and 8, except as described in this Paragraph. The United States may review Advent's compliance with this Agreement and/or Title III of the ADA at any time. If the United States believes that this Agreement or any portion of it has been violated, it will raise its concerns with Advent and the parties will attempt to resolve the concerns in good faith. If the parties are unable to reach a satisfactory resolution of the issue within thirty (30) days of the date the United States provides notice to Advent, the United States may institute a civil action in an appropriate Federal District Court to enforce this Agreement or the ADA.
- 52. All reports required pursuant to this Agreement shall be delivered to the undersigned counsel by email.
- 53. Failure by the United States to enforce any provision of this Agreement is not a waiver of its right to enforce any provision of this Agreement.
- 54. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect, provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the United States and Advent shall engage in good faith

negotiations to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.

55. The signatory for Advent is authorized to bind Advent to this Agreement.
56. This Agreement constitutes the entire agreement between the United States and Advent on the matters raised herein, and no prior or contemporaneous statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written agreement, including any attachments, is enforceable. This Agreement can only be modified by mutual written agreement of the parties.
57. This Agreement will be binding on Advent, its agents, its employees, and any successors or assigns. In the event that Advent seeks to transfer or assign a facility owned by it as of the date of this Agreement, and the successor or assign intends to continue in the same or similar use of the facility, as a condition of sale Advent will obtain the written accession of the successor or assign to any obligations remaining under this Agreement for the remaining term of this Agreement.

G. EFFECTIVE DATE AND TERMINATION DATE

58. The effective date of this Agreement is the date of the last signature below.
59. The Agreement will be in effect for three (3) years from the effective date.

By their signatures below, the parties consent to the execution of all aspects of this Agreement.

For the United States of America:

DATED: 1/4/2022

/s/

REBECCA B. BOND, Chief
KATHLEEN P. WOLFE, Special Legal Counsel
JENNIFER K. MCDANNELL, Deputy Chief
ALYSE S. BASS, Senior Trial Attorney
Disability Rights Section
Civil Rights Division
U.S. Department of Justice
150 M. Street N.E., Suite 6000
Washington, DC 20530

For Advent/Health Gordon:

JOSHUA A. POWERS

/s/

Baker, Donelson, Bearman, Caldwell
& Berkowitz, PC
1900 Republic Centre
633 Chestnut Street
Chattanooga, Tennessee 37450

ADVENTHEALTH GORDON

/s/

AdventHealth Gordon
1035 Redbud Rd
Calhoun, GA 30703

DATED: 1/3/22

EXHIBIT A

If You are Deaf or Hard of Hearing

Please point to the best way to communicate with you:



Interpreter



Text



Writing

Texting Instructions:

1. **Please write:**
 - Your name: _____.
 - Address: _____.
 - Cell number: _____.
2. Please give the completed form back to the Registration Clerk.
3. Once we enter your Name, Address and Cell Number into the system, we can text with you.

Qualified Sign Language Interpreter Request:

1. If you want a sign language interpreter, please point and/or check the box for:

Video Interpreter:

In-Person Interpreter:

- AdventHealth will provide a **Video** sign language interpreter in just a few **minutes**.
 - AdventHealth will provide an **In-Person** sign language interpreter; however, it may take **at least two hours** because the closest interpreters are in Chattanooga and Atlanta.
-

Disclaimer: This card does not waive the user's right to effective communication under the Americans with Disabilities Act (ADA).

EXHIBIT B - Model Communication Assessment Form

Primary Language

- 1.

Interpreter Required

- 1.

Preferred Language

- 1.

Nature of Disability

1. Deaf
2. Hard-of-Hearing
3. Speech Impairment
4. Other

Companion Name:

Relationship to Patient

1. Family Member
2. Friend

Type of Auxiliary Aid/Service Requested

1. Interpreter – Remote
2. Interpreter – In-Person
3. Writing Back and Forth
4. TTY/TDD (text telephone)
5. Other

Type of Auxiliary Aid/Service Used

1. Interpreter – Remote
2. Interpreter – In-Person
3. Writing Back and Forth
4. TTY/TDD (text telephone)
5. Other

Auxiliary Aid/Service – Refused?

1. Yes
2. No