

SETTLEMENT AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
DEKALB REGIONAL CRISIS CENTER

BACKGROUND

1. The parties ("Parties") to this Settlement Agreement ("Agreement") are the United States of America ("United States") and DeKalb Regional Crisis Center ("DeKalb Regional").
2. DeKalb Regional is a state funded crisis mental health treatment provider located at 450 Winn Way, Decatur, Georgia that provides mental health services for people living in the metropolitan Atlanta area. DeKalb Regional operates a 24-hour, seven day a week emergency crisis mental health treatment center.
3. This matter was initiated by a complaint filed with the United States against DeKalb Regional, alleging violations of Title II of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131-12134, and the Department of Justice's regulation implementing Title II, 28 C.F.R. Part 35. Specifically, the Complainant alleges that DeKalb Regional failed to provide sign language interpretive services during her 13 day admission at the facility when necessary to ensure effective

communication. Complainant is deaf and uses American Sign Language as her primary means of communication.

4. Complainant was admitted to DeKalb Regional based upon suicidal thoughts. During her stay, the Complainant alleges that she requested, but was not provided, a sign language interpreter so she could participate in group therapy and one-on-one therapy sessions. The Complainant further alleges when she requested a sign language interpreter DeKalb Regional staff would insist Complainant could hear and deny her request. Complainant alleges that because she did not have the ability to communicate with staff and other hearing patients, she felt isolated and like no one understood her. The Complainant also alleges that other hearing patients admitted to DeKalb Regional had unlimited access to a public telephone that Complainant could not use because she is deaf. Complainant alleges that while hearing patients could communicate with friends and family outside of DeKalb Regional, Complainant did not have this option. DeKalb Regional has denied these allegations and admits no wrongdoing in this matter. In order to avoid the time and expense of litigation and in order to continue its efforts to fully comply with the ADA, DeKalb Regional agrees to enter into this Agreement.

INVESTIGATION AND FINDINGS

5. The United States Attorney for the Northern District of Georgia (“United States Attorney”) is authorized under 42 U.S.C. § 12133 and 28 C.F.R. Part 35, Subpart F, to investigate the allegations of the complaint in this matter to determine DeKalb Regional’s compliance with Title II of the ADA. It has the authority to bring civil actions enforcing Title II of the ADA.
6. Complainant is an individual with a “disability” within the meaning of the ADA. 42 U.S.C. § 12102(2); 28 C.F.R. § 35.104.
7. DeKalb Regional is a public, non-profit corporation, licensed by the State of Georgia. DeKalb Regional is a “public entity” within the meaning of Title II of the ADA, 42 U.S.C. § 12131 and its implementing regulation at 28 C.F.R. § 35.104.
8. The ADA prohibits discrimination against qualified individuals with disabilities on the basis of disability in the "services, programs, or activities of a public entity." 42 U.S.C. § 12132. On the basis of its investigation, the Department determined that DeKalb Regional failed to provide the Complainant appropriate auxiliary aids and services necessary for effective communication during treatment at DeKalb Regional, in violation of 42 U.S.C. § 12132; 28 C.F.R. § 35.160(b)(1).

DEFINITIONS

9. The term “auxiliary aids and services” includes qualified interpreters on-site or through video remote interpreting (VRI) services; notetakers; 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. 42 U.S.C. § 12103(1);28 C.F.R. § 35.104
10. The term “Center Personnel” means all employees of DeKalb Regional, both full and part-time, and independent contractors with contracts to work on a substantially full-time basis for DeKalb Regional (or on a part-time basis of 20 hours or more per week exclusively for DeKalb Regional), including, without limitation, case managers, clinicians, mental health specialists, nurses, physicians, psychiatrists, psychologists, social workers, technicians, admitting personnel, billing staff, security staff, therapists, and volunteers, who have or are likely

to have patient care responsibilities or job duties that require direct contact with Patients or Companions as defined herein.

11. The term “qualified interpreter” means an interpreter who, via a video remote interpreting (VRI) service or an on-site appearance, is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include, for example, sign language interpreters, oral transliterators, and cued-language transliterators. 28 C.F.R. § 35.104 and 28 C.F.R. Pt. 35, App. A. “Qualified Interpreter.”
12. The term “Patient” shall be broadly construed to include any individual who is deaf or hard-of-hearing and is seeking or receiving health care services from DeKalb Regional.
13. 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 a service, program, or activity of a public entity, who, along with such individual, is an appropriate person with whom the public accommodation should communicate. 28 C.F.R. § 35.160(a)(2).
14. Effective Date of this Settlement Agreement” means the date of the last signature below.

EQUITABLE RELIEF

A. Prohibition of Discrimination

15. Nondiscrimination. DeKalb Regional shall provide appropriate auxiliary aids and services, including qualified interpreters, where such aids and services are necessary to ensure effective communication with deaf and hard of hearing Patients and Companions. Pursuant to 42 U.S.C. § 12132(a), DeKalb Regional shall not exclude from participation in or deny the benefits of services, programs, or activities to any deaf and hard of hearing Patients and Companions as required by this Agreement and the ADA.
16. Retaliation and Coercion. DeKalb Regional shall not retaliate against or coerce in any way any person who made, or is making, a complaint according to the provisions of this Agreement or exercised, or is exercising, his or her rights under this Agreement or the ADA. *See* 42 U.S.C. § 12203.

B. Effective Communication

17. Appropriate Auxiliary Aids and Services. Pursuant to 42 U.S.C. § 12132; 28 C.F.R. § 35.160(b), DeKalb Regional will provide to deaf or hard-of-hearing Patients and Companions any appropriate auxiliary aids and services that are necessary for effective communication after making the assessment described in paragraphs 18-19 of this Agreement. Appropriate auxiliary aids and services will be provided as soon as practicable (without compromising patient care), except that the provision of on-site interpreters must be within the time frame

described in paragraph 27 of this Agreement. DeKalb Regional will advise Patients and Companions who require auxiliary aids or services that these are available throughout the Patient's hospitalization as requested by the Patient.

18. Primary Consideration and Assessment Criteria. In determining what type of auxiliary aids and services are necessary to comply with the ADA, DeKalb Regional agrees to give primary consideration to the expressed preference for a particular auxiliary aid or service by an individual who is deaf or hard of hearing. The appropriate auxiliary aids or services, and the timing, duration, and frequency with which they will be provided, will vary based on the nature, length, and complexity of the communication. In order to be effective, auxiliary aids and services must be provided in accessible form, in a timely manner, and in such a way to protect the privacy and independence of the individual who is deaf or hard of hearing. In addition, DeKalb Regional in consultation with the person with a disability shall conduct an assessment. The assessment made by Center Personnel will take into account all relevant facts and circumstances, including, for example, the individual's preference, the individual's communication skills and knowledge, and the nature and complexity of the communication at issue. A Model Communication Assessment Form is attached to this Agreement as Exhibit A, and DeKalb Regional will

develop a form similar to Exhibit A within thirty (30) days of the Effective Date of this Agreement to be used at DeKalb Regional.

19. Time for Assessment. The determination of which appropriate auxiliary aids and services are necessary, and the timing, duration, and frequency with which they will be provided, must be made at the time an appointment is scheduled for Patients known to be deaf or hard of hearing or on the arrival of the deaf or hard-of-hearing Patient or Companion at DeKalb Regional, whichever is earlier. Center Personnel will perform an assessment (see paragraph 18) as part of each initial inpatient assessment and document the results in the Patient's medical chart. In the event that Center Personnel know or should know that communication is not effective, Center Personnel will reassess which appropriate auxiliary aids and services are necessary, in consultation with the person with a disability, where possible, and provide such aid or service based on the reassessment.

20. ADA Administrators. DeKalb Regional will designate at least one employee at DeKalb Regional as an ADA Administrator or ADA Co-Administrators, and at least one such employee will always be on duty and 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. The ADA Administrator or ADA Co-Administrators will know where the appropriate auxiliary

aids are stored and how to operate them and will be responsible for their maintenance, repair, replacement, and distribution. DeKalb Regional will circulate and post broadly within DeKalb Regional the name, telephone number, function, and office location of the Administrator(s), including a TTY telephone number, through which the ADA Administrator or Co-Administrator on duty can be contacted twenty-four (24) hours a day, seven days a week, by deaf or hard-of-hearing Patients and Companions. The ADA Administrator or Co-Administrators will be responsible for the complaint resolution mechanism described in paragraph 22 of this Agreement. The ADA Administrator or Co-Administrators will be designated by DeKalb Regional no later than 30 days following execution of this Agreement and will be subject to approval by the United States Attorney's Office.

21. Auxiliary Aid and Service Log. DeKalb Regional will maintain a log in which requests for qualified interpreters on site or through video remote services will be documented. The log will indicate the time and date the request was made, the name of the deaf or hard-of-hearing Patient or Companion, the time and date of the scheduled appointment (if a scheduled appointment was made), the nature of the auxiliary aid or service provided, and the time and date the appropriate auxiliary aid or service was provided. If no auxiliary aid or service was provided, the log shall contain a statement why the auxiliary aid and service was not provided. Such logs will be

maintained by the ADA Administrator for the entire duration of the Agreement, and will be incorporated into the semi-annual Compliance Reports as described in paragraph 40 of this Agreement.

22. Complaint Resolution. DeKalb Regional will maintain grievance resolution procedure for the investigation of disputes regarding effective communication with deaf and hard-of-hearing Patients and Companions. DeKalb Regional will maintain records of all grievances regarding effective communication, whether oral or written, made to DeKalb Regional and actions taken with respect thereto. At the time DeKalb Regional complete their assessment described in paragraphs 18-19 and advises Patient and/or Companion of their determination of which appropriate auxiliary aids and services are necessary, DeKalb Regional will notify deaf and hard-of-hearing persons of their grievance resolution mechanism, to whom complaints should be made, and of the right to receive a written response to the grievance. A written response to any grievance filed shall be completed within thirty (30) days of receipt of the complaint. Copies of all grievances related to provision of services for deaf or hard-of-hearing Patients and/or Companions and the responses thereto will be maintained by the ADA Administrator for the entire duration of the Agreement.
23. Prohibition of Surcharges. All appropriate auxiliary aids and services required by this Agreement will be provided free of charge to the deaf or hard-of-hearing Patient and/or Companion.

24. Record of Need for Auxiliary Aid or Service. DeKalb Regional will take appropriate steps to ensure that all Center Personnel are made aware of a Patient or Companion's disability and auxiliary aid and services needed so that effective communication with such person will be achieved. These steps will include designating this information in the medical record.

C. Qualified Interpreter

25. Circumstances Under Which Interpreters Will Be Provided. Depending on the complexity and nature of the communication, a qualified interpreter may be necessary to ensure effective means of communication for patients and visitors. When an interpreter is needed, DeKalb Regional shall provide qualified sign language interpreters to Patients and Companions who are deaf or hard-of-hearing and whose primary means of communication is sign language, and qualified oral interpreters to such Patients and Companions who rely primarily on lip reading as necessary for effective communication. Examples of circumstances when the communication may be sufficiently lengthy or complex so as to require an interpreter include the following:

- a. Discussing a patient's symptoms, condition, medications, and mental health history;

- b. Explaining mental health conditions, treatment options, tests, medications, and other procedures;
- c. Providing a diagnosis and recommendation for treatment;
- d. Communicating with a patient during treatment, testing procedures by Center Personnel;
- e. Obtaining informed consent for treatment;
- f. Providing instructions for medications, post-treatment activities and follow-up, treatments;
- g. Providing mental health services, including group or individual counseling for patients and family members;
- h. Discussing powers of attorney, living wills and/or complex billing and insurance matters; and
- i. During educational sessions and programs.

26. Chosen Method for Obtaining Interpreters. Within thirty (30) days after execution of this Agreement, and annually for the term of this Agreement, DeKalb Regional will identify one or more interpreter services and will make appropriate arrangements with said services to provide qualified on site interpreters as well as VRI services at the request of DeKalb Regional.

27. Provision of Interpreters in a Timely Manner.

- a. Non-scheduled Interpreter Requests: A “non-scheduled interpreter request” means a request for an interpreter made by a deaf or hard-of-hearing Patient or Companion less than three hours before the Patient's appearance at DeKalb Regional for examination or treatment. For non-scheduled interpreter requests, Center Personnel will complete the assessment described in paragraphs 18-19 above. The interpreter shall be provided within a reasonable time period based on Center Personnel’s best efforts to obtain such service through a contract interpreting service or a staff interpreter who is located off-site or (b) a reasonable period from the time DeKalb Regional completes the assessment if the service is provided through a Video Remote Interpreting service as described in paragraph 28 below. DeKalb Regional will use its best efforts to access an interpreter as quickly as possible. If a contract interpreter or staff interpreter cannot be made available within a reasonable time, a video remote interpreting service will be provided until a live interpreter is available. Concerns relating to the response time will be addressed with the interpreting service provider, and performance goals will be reviewed with the United States Attorney's Office.

- b. Scheduled Interpreter Requests. A “scheduled interpreter request” is a request for an interpreter made three (3) or more hours before the services of the interpreter are required. For scheduled interpreter requests, Center Personnel will complete the assessment described in paragraphs 18-19 above in advance, and, when an interpreter is appropriate, DeKalb Regional will make a qualified interpreter available at the time of the scheduled appointment. If an interpreter fails to arrive for the scheduled appointment, upon notice that the interpreter failed to arrive, DeKalb Regional will immediately call the interpreter service for another qualified interpreter.
- c. Data Collection on Interpreter Response Time and Effectiveness. DeKalb Regional will monitor the performance of each qualified interpreter service it uses to provide communication to deaf or hard-of-hearing Patients or Companions through their established process of monitoring outside vendors. As part of the Auxiliary Aid and Service Log, described in paragraph 21 DeKalb Regional shall collect information regarding response times for each request for an interpreter.

28. Video Remote Interpreting (VRI). VRI can provide immediate, effective access to interpreting services in a variety of situations including

emergencies and unplanned incidents. When using VRI services, DeKalb Regional shall ensure that they provide: (1) Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; (2) A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position; (3) A clear, audible transmission of voices; and (4) Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI. 28 C.F.R. § 35.104. VRI shall not be used when it is not effective due, for example, to a patient's limited ability to move his or her head, hands or arms; vision or cognitive issues; or significant pain; or due to space limitations in the room. DeKalb Regional is not responsible for power outages or service interruption due to acts of God or third party problems. If, based on the circumstances, VRI is not providing effective communication after it has been provided or is not available due to circumstances outside of DeKalb Regional's control, VRI shall not be used as a substitute for an on-site interpreter, and an on-site interpreter shall be provided in accordance with the timetable set forth above.

29. Notice to Deaf or Hard-of-Hearing Patients and Companions. As soon as Center Personnel have determined that a qualified interpreter is necessary for effective communication with a deaf or hard-of-hearing Patient or Companion, DeKalb Regional will inform the Patient or Companion (or a family member or friend, if the Patient or Companion is not available) of the current status of efforts being taken to secure a qualified interpreter on his or her behalf. DeKalb Regional will provide additional updates to the Patient or Companion as necessary until an interpreter is secured. Notification of efforts to secure a qualified interpreter does not lessen DeKalb Regional's obligation to provide qualified interpreters in a timely manner as required by paragraph 27 of this Agreement.

30. Other Means of Communication. DeKalb Regional agrees that between the time an interpreter is requested and the interpreter is provided, Center Personnel will continue to try to communicate with the deaf or hard-of-hearing Patient or Companion for such purposes and to the same extent as they would have communicated with the person but for the disability, using all available methods of communication, including using sign language pictographs. This provision in no way lessens DeKalb Regional's obligation to provide qualified interpreters in a timely manner as required by paragraph 27 of this Agreement.

D. Notice to Community

31. Policy Statement. Within ninety (90) days of the entry of this Agreement, DeKalb Regional shall post and maintain signs of conspicuous size and print at DeKalb Regional's admitting entrance and wherever the Consumers' Rights is required by law to be posted. Such signs shall be to the following effect:

Sign language and oral interpreters, TTYs, and other auxiliary aids and services are available free of charge to people who are deaf or hard-of-hearing. For assistance, please contact any Center Personnel or the Information Office at _____(voice/TTY), room _____.

These signs will include the international symbols for "interpreters" and "TTYs."

32. Website. DeKalb Regional will include on their websites the policy statement described in paragraph 31, above.

33. Patient Consumers' Rights. DeKalb Regional will include in all future printings of their Consumers' Rights (or equivalent) and all similar publications a statement to the following effect:

To ensure effective communication with Patients and their Companions who are deaf or hard-of-hearing, we provide appropriate auxiliary aids and services free of charge, such as: sign language and oral interpreters, video remote interpreting services, TTYs, note takers, written materials, telephone handset amplifiers, assistive listening devices and systems, telephones

compatible with hearing aids, televisions with caption capability or closed caption decoders, and open and closed captioning of most DeKalb Regional's programs.

Please ask any Center Personnel for assistance, or contact the Information Office at _____ (voice or TTY), room _____.

DeKalb Regional will also include in their Consumers' Rights a description of their complaint resolution mechanism.

E. Notice to Center Personnel

34. DeKalb Regional shall publish on their intranet a policy statement regarding DeKalb Regional's policy for effective communication with persons who are deaf or hard-of-hearing. This policy statement shall include, but is not limited to, language to the following effect:

If you recognize or have any reason to believe that a Patient or a relative, close friend, or Companion of a Patient is deaf or hard-of-hearing, you must advise the person that appropriate auxiliary aids and services, such as sign language and oral interpreters, video remote interpreting services, TTYs, note takers, written materials, telephone handset amplifiers, assistive listening devices and systems, telephones compatible with hearing aids, televisions with captioning or closed caption decoders, and open and closed captioning of most facility programs, will be provided

free of charge when appropriate. If you are the responsible health care provider, you must ensure that such aids and services are provided when appropriate. All other personnel should direct that person to the appropriate ADA Administrator at _____ and reachable at _____.

DeKalb Regional will post this policy on the intranet within thirty (30) days of the Effective Date of this Agreement to all Center Personnel and both employed and affiliated physicians (physicians with practicing or admitting privileges), and to all new Center Personnel and newly employed or affiliated physicians upon their affiliation or employment with DeKalb Regional.

F. Training

35. Training of ADA Administrator. DeKalb Regional will provide mandatory training for the ADA Administrator(s) within sixty (60) days of the date that the ADA Administrator's designation is approved by the United States as provided in paragraph 20 of this Agreement. Such training will be sufficient in duration and content to train the ADA Administrator(s) in the following areas:

- a) to promptly identify communication needs of Patients and Companions who are deaf or hard-of-hearing and which auxiliary aids are effective in which situations;

- b) to secure qualified interpreter services as quickly as possible when necessary;
- c) to encourage Center Personnel to notify DeKalb Regional of deaf and hard-of-hearing Patients and Companions as soon as Patients enter or are admitted at DeKalb Regional;
- d) 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);
- e) how and when to use video remote interpreting services;
- f) making and receiving calls through TTYs and the relay service; and
- g) DeKalb Regional's complaint resolution procedure described in paragraph 22 of this Agreement.

36. Training of Center Personnel. Except for affiliated physicians, who are governed by paragraph 39 of this Agreement, DeKalb Regional will provide mandatory in-service training to all Center Personnel. DeKalb Regional will use best efforts to train independent contractors who work less than 20 hours per week exclusively for the DeKalb Regional.

- a. The training will address the needs of deaf and hard-of-hearing Patients and Companions and will include the following objectives:
 1. to promptly identify communication needs of Patients and Companions who are deaf or hard-of-hearing;
 2. to secure qualified interpreter services or video remote interpreting services as quickly as possible when necessary; and
 3. 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).
- b. Such training must be provided within one hundred twenty (120) days of the Effective Date of this Agreement.
- c. New employees must be trained within thirty (30) days of their hire. A screening of a video of the original training will suffice to meet this obligation.

37. Training of Telephone Operators. All Center Personnel who receive incoming telephone calls from the public will receive instructions by DeKalb Regional on using TTYs or relay services to make, receive, and transfer telephone calls and will receive training generally on the existence in DeKalb Regional of an ADA Administrator, as detailed in

paragraph 20 of this Agreement, and the complaint resolution process, as described in paragraph 22 of this Agreement. Such training must be provided within 60 days of the Effective Date of this Agreement and will be conducted annually thereafter.

38. Training Attendance Sheets. DeKalb Regional will maintain in electronic form for the duration of this Agreement, confirmation of training conducted pursuant to paragraphs 35-37 of this Agreement, which will include the names and respective job titles of the attendees, as well as the date and time of the training session.
39. Training of Affiliated Physicians. DeKalb Regional will create and send an email blast advising affiliated physicians of their policy on the communication needs of Patients or Companions who are deaf or hard of hearing and will invite all physicians who are affiliated with DeKalb Regional to complete training. This email will direct affiliated physicians to DeKalb Regional's web page which will include: (1) DeKalb Regional's Policy Statement for persons working at the DeKalb Regional as described in paragraph 31 and any relevant forms; and (2) a request that Center Personnel notify DeKalb Regional of deaf and hard-of-hearing Patients and Companions as soon as they schedule admissions or other health care services at the DeKalb Regional.

G. Report, Monitoring, and Violations

40. Compliance Reports. Beginning six months after the Effective Date of this Agreement and every six months thereafter for the entire duration of the Agreement, DeKalb Regional will provide written reports ("Compliance Report") to the United States Attorney's Office regarding the status of their compliance with this Agreement. The Compliance Report will include data relevant to the Agreement, including but not limited to:

- a. the information required in Auxiliary Aid and Service Log described in paragraph 21 and
- b. the number of complaints received by DeKalb Regional from deaf and hard-of-hearing Patients and Companions regarding auxiliary aids and services and/or effective communication, and the resolution of such complaints including any supporting documents.

DeKalb Regional will maintain records to document the information contained in the Compliance Report and will make them available, upon request, to the United States Attorney's Office.

41. Complaints. During the term of this Agreement, DeKalb Regional will notify the United States Attorney's Office if any person files a lawsuit, complaint or formal charge with a state or federal agency, alleging that DeKalb Regional failed to provide auxiliary aids and services to deaf

or hard-of-hearing Patients or Companions or otherwise failed to provide effective communication with such Patients or Companions. Such notification must be provided in writing via certified mail within twenty (20) days of the date DeKalb Regional received notice of the allegation and will include, at a minimum, the nature of the allegation, the name of the person making the allegation, and any documentation possessed by DeKalb Regional relevant to the allegation. DeKalb Regional will reference this provision of the Agreement in the notification to the United States Attorney's Office.

H. Compensatory Relief for Complainants and Release

42. Within ten (10) days after receiving the Complainants' signed releases (a blank release form is at Exhibit B), DeKalb Regional will send checks made out to Ms. Patricia Worley in the amount of \$60,000.00. This check is compensation to the Complainant pursuant to 42 U.S.C. § 12133. The checks shall be mailed to:

Aileen Bell Hughes
Assistant United States Attorney
75 Spring Street, S.W. Suite 600
Atlanta, Georgia 30303

43. DeKalb Regional will not withhold taxes from the monetary award and the Complainant will accept full responsibility for taxes due and owing, if any, on such funds. DeKalb Regional will issue to the

Complainant an IRS Form 1099 reflecting the amount paid to the Complainant.

I. Enforcement and Miscellaneous

44. Duration of the Agreement. This Agreement will be in effect for three years from the Effective Date.
45. Enforcement. In consideration of the terms of this Agreement as set forth above, the United States Attorney's Office, Northern District of Georgia, agrees to refrain from undertaking further investigation or from filing a civil suit under Title II of the ADA related to the allegations in paragraph 4, except as provided in paragraph 46. 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 DeKalb Regional 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.
46. Compliance Review and Enforcement. The United States may review compliance with this Agreement at any time and can enforce this Agreement if the United States believes that it or any requirement thereof has been violated by instituting a civil action in U.S. District Court. If the United States believes that this Agreement or any portion of it has been violated, it will raise its claim(s) in writing with DeKalb Regional, and the parties will attempt to resolve the concern(s) in good

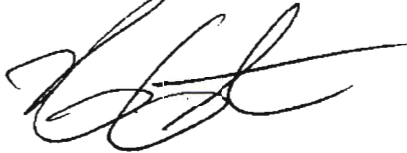
faith. The United States will allow DeKalb Regional thirty days from the date it notifies DeKalb Regional of any breach of this Agreement to cure said breach, prior to instituting any court action to enforce the ADA or the terms of the Agreement.

47. Entire Agreement. This Agreement and the attachments hereto constitute the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written agreement, shall be enforceable. This Agreement is limited to the facts set forth herein and does not purport to remedy any other potential violations of the ADA or any other federal law.
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 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.
50. The effective date of this Settlement Agreement is the date of the last signature below.

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


FOR DEKALB REGIONAL CRISIS
CENTER:

H. JOSEPH COLETTE
OWEN, GLEATON, EGAN, JONES &
SWEENEY, LLP
GEORGIA BAR NO. 170045



FOR THE UNITED STATES:

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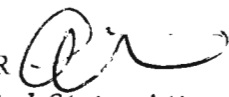
/s/EMILY SHINGLER 
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EXHIBIT A

Model Communication Assessment Form

We ask this information so we can communicate effectively with Patients and/or Companions. All communication aids and services are provided FREE OF CHARGE. If you need further assistance, please ask your nurse or other Hospital Personnel.

Date:

Name of Patient or Companion:

Nature of Disability:

Deaf

Hard of Hearing

Other: _____

Relationship to Patient:

Self

Family member

Friend

Other: _____

Does the person with a disability want an onsite professional sign language or oral interpreter?

Yes. Choose one (free of charge):

American Sign Language (ASL)

Signed English

Oral interpreter

Other. Explain: _____

No.

Which of the following would be helpful for the person with a disability? (free of charge)

TTY/TDD (text telephone)

Assistive listening device (sound amplifier)

Qualified note-takers

Writing back and forth

Other. Explain: _____

If the person with a disability, or the Patient who the person with a disability is with, is

ADMITTED to the hospital, which of the following should be provided in the patient room?

Video remote interpreting

Telephone handset amplifier

Telephone compatible with hearing aid

TTY/TDD

Flasher for incoming calls

Paper and pen for writing notes

Other. Explain: _____

Any questions?

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