

SETTLEMENT AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA

AND

EXODUS WOMEN'S CENTER, INC.

DEPARTMENT OF JUSTICE COMPLAINT NUMBER 202-17M-214

A. BACKGROUND AND PARTIES

1. This matter was initiated by a complaint filed with the United States Department of Justice ("Department") against Exodus Women's Center, Inc. ("Exodus"), a medical office providing Obstetrics and Gynecology services, located at 215 Imperial Blvd. in Lakeland, Florida. Exodus also operates medical offices in Brandon, Tampa, and Tampa Palms, Florida. The complainant has difficulty walking and uses a wheelchair due to a neurological condition. The complainant alleged that when she arrived for her scheduled appointment in June 2003, the receptionist asked if she could get onto the examination table. The complainant explained that she could with assistance; she did not have to be lifted, but would need assistance for balance. Exodus staff told her that they would not help her get onto the examination table, and that the complainant needed to bring someone with her to assist her. The complainant left without receiving a medical examination.

2. The Attorney General is authorized under section 308(b)(1) of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12188(b)(1), to investigate complaints and bring a civil action under Title III in any situation where a pattern or practice of discrimination is believed to exist or where a matter of general public importance is raised.

3. Exodus is a medical office that provides services to the public and is a place of public accommodation covered by Title III of the ADA, 42 U.S.C. § 12181(7); 28 C.F.R. § 36.104.

4. The Department investigated the complaint. The Department determined that Exodus denied the complainant medical services on the basis of her disability, and specifically failed to make reasonable modifications in policies, practices, or procedures, when such modifications were necessary to afford its services to the complainant, and/or failed to undertake readily achievable barrier removal, by not providing her the assistance she needed to get onto the examination table, in violation of Title III of the ADA, 42 USC §§12182(b)(1)(A)(i), (b)(2)(A)(ii), and (b)(2)(A)(iv). Medical providers must ensure that patients with mobility disabilities are not denied medical services and receive medical care that is equal to that afforded other individuals. The appropriate method by which to achieve this must be determined case-by-case, and may include having adjustable-height examination tables or mechanical lifts, sharing equipment with other providers, and providing sufficient trained staff.

5. Exodus denies the complainant' allegations, but cooperated with the Department. Without conceding the allegations of the United States, or the possible defenses of Exodus, the parties agree that it is in their best interest to resolve this matter promptly and without protracted litigation as set forth below.

B. TERMS OF AGREEMENT

6. Within 60 days of the effective date of this Agreement, Exodus agrees to purchase one examination table that adjusts to a height of 17-19 inches from the floor and place it in its Brandon office. Exodus agrees to purchase a second height-adjustable examination table that lowers to 17-19 inches from the floor and place it in its Lakeland office within 12 months of the effective date of this Agreement.

7. Within 30 days of the effective date of this Agreement, Exodus will adopt a non-discrimination policy (attached as Exhibit 1) and post it in each of its four office locations.

8. When scheduling an appointment for a first-time patient, Exodus staff will ask the patient if she will need any special assistance, modification of policy, or auxiliary aid or service at the examination because of a disability. When a patient, whether a first-time or a returning patient, has a mobility impairment and will need assistance to transfer to an examination table, Exodus will, in advance of the appointment, schedule her exam for the room with a height-adjustable table, if the office has a height-adjustable exam table. If the office location the patient has selected does not have a height-adjustable exam table, Exodus staff may offer the patient the option to be seen at another location that has a height-adjustable exam table. However, the patient may choose to have the exam at the location most convenient for her, albeit on a non-height-adjustable table. It shall not be a violation of this agreement for Exodus to be unprepared to accommodate an individual with a disability who did not identify a need for that particular accommodation when asked by the receptionist, except when Exodus can accommodate the individual without fundamentally altering the nature of its services.

9. The patient Sign-In Sheet for each office will include a statement, along with the international symbol of accessibility, directing patients to inform the staff, when scheduling an appointment, if they will need assistance at the exam due to a disability. The Sign-In Sheet to be used is attached as Exhibit 3.

10. Within 90 days of the effective date of this Agreement, Exodus will conduct training for all its medical and administrative staff on the requirements of Title III of the ADA, including sensitivity training on interacting with individuals with disabilities, and techniques for assisting individuals with mobility disabilities to transfer to the exam table. This training shall be conducted, in the future, for newly hired staff within six months of their hire.

11. Within 30 days of the effective date of this Agreement, Exodus will send, return

receipt requested or by Federal Express, the release form attached as Exhibit 2 to The complainant, along with a copy of this Settlement Agreement. Within 21 days of receiving the signed release form, Exodus shall send, return receipt requested or by Federal Express, a check for \$1000 to the complainant. At the same time, Exodus will provide counsel for the United States a copy of the check and transmittal letter sent to her.

12. Within 120 days of the effective date of this Agreement, Exodus shall file a report with the Department. Exodus shall file a second report with the Department within 30 days after placing the height-adjustable examination table in its Lakeland office. Both reports shall report on Exodus' compliance with the actions described in paragraphs 6, 7, 8, 9 and 10 above. These reports shall include the make and model and pictures of the new exam table, the dates of the training, the names and job positions of the attendees, the name and affiliation of the trainer, and the subjects covered in the training. The report shall be sent by fax or overnight mail to Amanda Maisels.

13. In consideration of the terms of this Agreement, the Department closes Complaint #202-17M-214.

C. IMPLEMENTATION AND ENFORCEMENT

14. The Department of Justice may review compliance with this Agreement at any time. If the Department believes that this Agreement or any of its requirements has been violated, it may institute a civil action in federal district court to enforce this Agreement or the requirements of Title III, following written notice to Exodus of possible violations and a period of 21 days in which Exodus has the opportunity to cure the alleged violations.

15. Failure by the Department of Justice to enforce this entire Agreement or any of its provisions or deadlines shall not be construed as a waiver of the Department's right to enforce other deadlines and provisions of this Agreement.

16. This agreement shall be binding on Exodus, its agents and employees. In the event Exodus seeks to transfer or assign all or part of its interest, and the successor or assign intends on carrying on the same or similar use of the facility, as a condition of sale Exodus shall obtain the written accession of the successor or assign to any obligations remaining under this agreement for the remaining term of this agreement.

17. The effective date of this Agreement is the date of the last signature below.

18. This Agreement constitutes the entire agreement between the parties on the matters raised here, 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 does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect Exodus' continuing responsibility to comply with all aspects of the ADA.

19. The Agreement will remain in effect for two years from the effective date of this Agreement.

For the United States:

EXODUS WOMEN'S CENTER, INC.

R. ALEXANDER ACOSTA
Assistant Attorney General
Civil Rights Division
JOHN L. WODATCH, Chief
L. IRENE BOWEN
Deputy Chief

By: SUSAN W. LEVINE
888 S. Parsons Ave.
Brandon, FL 33511

AMANDA MAISELS
Trial Attorney
Disability Rights Section
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, D.C. 20530
(202) 305-8454
(202) 305-9775 (facsimile)

Michael A. Gold, LL.M.
Walters, Levine, Brown,
Klingensmith & Thomison, P.A.
601 Bayshore Blvd., Suite 720
Tampa, Florida 33606

Dated: _____

Dated: _____

Exhibit 1

EXODUS WOMEN'S CENTER NONDISCRIMINATION POLICY AND PROCEDURE

In accordance with Title III of the Americans with Disabilities Act (ADA), Exodus Women's Center does not discriminate on the basis of disability in the provision of its medical services. Exodus will make reasonable modifications to its policies and procedures when necessary to provide its medical services to individuals with disabilities, unless such modifications would fundamentally alter the nature of its medical services. Exodus will remove barriers when doing so is readily achievable. Individuals with disabilities will not be denied services on the basis of their disability.

When scheduling a patient's first appointment with Exodus, Exodus staff will ask the patient if she will need any special assistance, modification of policy, or auxiliary aid at the exam because of a disability. Exodus will also include a statement, along with the international symbol of accessibility, on the patient Sign-In Sheet of each office directing patients to inform the staff, when scheduling an appointment, if they will need assistance at the exam due to a disability.

When a patient has a mobility impairment and will need assistance to transfer to an examination table, Exodus will, in advance of the appointment, schedule her exam for the room with a height-adjustable examination table, if the office has a height-adjustable examination table. If the office location the patient has selected does not have a height-adjustable examination table, Exodus staff may offer the patient the option to be seen at another location that has a height-adjustable examination table. However, the patient may choose to have the exam at the location most convenient for her, albeit on a non-height-adjustable examination table.

When a patient with a mobility impairment (e.g. a wheelchair user) needs assistance to transfer to an examination table, Exodus staff will provide safe and appropriate assistance. Exodus staff will first ask the patient exactly what assistance she needs, and how she prefers to be assisted. Exodus staff will be trained in proper techniques to assist an individual with a mobility impairment to transfer to an exam table.

Exhibit 2

RELEASE

I, _____, hereby release and discharge Exodus Women's Center from any and all claims relating to Exodus Women's Center denial of services to me in June 2003 because of my disability. I am providing this release as part of the Settlement Agreement reached between Exodus Women's Center and the United States resolving my complaint, DJ #202-17M-214. I acknowledge that I have had the opportunity to discuss this matter with counsel of my choosing.

Signature: _____

Date: _____



EXODUS WOMEN'S CENTER SIGN-IN

PATIENT'S NAME	TIME	HOW WILL YOU BE PAYING FOR TODAY'S OFFICE VISIT?
		Cash/Check <input type="checkbox"/> Credit Card <input type="checkbox"/> Insurance _____
		Cash/Check <input type="checkbox"/> Credit Card <input type="checkbox"/> Insurance _____
		Cash/Check <input type="checkbox"/> Credit Card <input type="checkbox"/> Insurance _____
		Cash/Check <input type="checkbox"/> Credit Card <input type="checkbox"/> Insurance _____
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Exodus Women's Center provides health care for women regardless of race, creed, ethnicity or disability. The staff at Exodus Women's Center can help make arrangements for patients with disabilities, including wheelchair and examination table accessibility. If you are a patient with a disability, kindly advise our receptionist when signing in and she will ensure that your needs are addressed.