



Settlement Agreement Between the United States of America
and the Springfield Clinic LLP
under the Americans with Disabilities Act
DJ 202-24-114

This Settlement Agreement (Agreement) is made and entered into by and between the United States of America and the Springfield Clinic LLP. The parties hereby agree to the following:

I. INTRODUCTION

1. The United States initiated an investigation of the Springfield Clinic in Springfield, Illinois, under Title III of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12181 *et seq.*, and its implementing regulation, 28 C.F.R. Part 36 (28 C.F.R. § 36.101 *et seq.*), following receipt of a complaint filed with the U.S. Department of Justice.

2. The complaint alleged that the Springfield Clinic's website and web-based services were not accessible to a patient with a visual impairment. Specifically, the complaint alleged that the Clinic's patient and records request portals did not work with screen readers and as a result, the complainant could not access their medical information or pay bills. The complainant was forced to call Clinic staff and have medical information read to them over the phone.

3. As more specifically set forth below, the United States opened an investigation to determine if the Springfield Clinic complied with Title III of the ADA.

II. JURISDICTION

4. Title III of the ADA prohibits discrimination against individuals with disabilities by public accommodations including, health care providers. 42 U.S.C. § 12181(7)(F); 42 U.S.C. § 12182(a); 28 C.F.R. § 36.104.

5. The Springfield Clinic is a place of public accommodation within the meaning of Title III because it is health care provider. 42 U.S.C. § 12181(7)(F). As an owner and operator of a place of public accommodation, the Springfield Clinic LLP is a public accommodation subject to Title III. 42 U.S.C. § 12181(7); 28 C.F.R. 36.104.

6. A public accommodation cannot deny individuals with disabilities the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations because of a disability. 42 U.S.C. §§ 12182(a), 1282(b)(1)(A)(i)-(iii); 28 C.F.R. § 36.201(a); 28 C.F.R. § 36.202(a)-(b).

7. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a).

8. A public accommodation cannot subject an individual, or class of individuals, on the basis of a disability, directly, or through contractual, licensing, or other arrangements, to a denial of the opportunity of the individual or class to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of a place of public accommodation. 28 C.F.R. § 36.202(a).

9. The United States is authorized to investigate alleged violations of Title III of the ADA and its implementing regulation, as well as to resolve matters by informal resolution, such as through the terms of this Agreement. 42 U.S.C. § 12188(b)(1)(A); 28 C.F.R. § 36.502; 28 C.F.R. § 36.506. If informal resolution is not achieved, the United States is authorized to bring a civil action to enforce Title III of the ADA and seek injunctive relief and monetary damages. 42 U.S.C. § 12188, 28 C.F.R. § 36.503-04.

III. INVESTIGATION

10. During the course of its investigation, the United States requested, received, and reviewed information provided by the Springfield Clinic. The United States also conducted a preliminary review of the Springfield Clinic's web-based services, including its patient portal (via its contractor, FollowMyHealth) and medical records request portal (via its contractor, CIOX).

11. The Department's preliminary review identified nineteen (19) barriers to accessibility, including, among other issues: unlabeled data fields, visually hidden content, lack of field labels, insufficient color contrast, and limited keyboard or screen reader accessibility. These issues would make it very difficult and, in some cases, likely impossible for individuals with disabilities to independently access services or complete a records request. These issues prevent individuals with disabilities, particularly individuals with vision impairments, from participating equally in the benefits of the Clinic's services, programs, or activities, in violation of the Americans with Disabilities Act, 42 U.S.C. § 12181, and its implementing regulation, 28 C.F.R. Part 36.

12. The Springfield Clinic provides web-based services to its patients through contractual agreements with Followmyhealth and CIOX. These entities conduct the day-to-day management of applications that provide web-based services for the Clinic's patients. The Clinic employs a consultant to monitor and screen its website for accessibility barriers. The Clinic states that it has, at all times, worked to provide accessible services to its patients and reaffirms its commitment to providing equal access for all of its patients.

13. The Springfield Clinic has cooperated with the United States' investigation of this matter. The Clinic responded timely to each request made by the United States, including providing detailed information and facilitating access to its services for review by the Department.

14. The parties agree that it is in their best interests, and the United States believes it is in the public interest, to resolve this matter without engaging in protracted litigation. The parties have therefore voluntarily entered into this Agreement.

IV. RELIEF

15. Nondiscrimination. The Springfield Clinic will comply with the requirements of Title III of the ADA, 42 U.S.C. §12181 *et seq.*, and its implementing regulation, 28 C.F.R. Part 36.

16. Web Accessibility. Within nine (9) months of the Effective Date of this Agreement, the Springfield Clinic will ensure that all its websites, web content, mobile applications, web-based services, and contractors, such as its patient (FollowMyHealth) and records (CIOX) requests portals, will conform with the standards published by the World Wide Web Consortium ("W3C"), including Web Content Accessibility Guidelines ("WCAG") 2.1 AA. In addition to generally ensuring that its web-based services are accessible, the Clinic shall ensure that its contractors, including FollowMyHealth and Ciox, eliminate the barriers to accessibility identified in Exhibit 1. To the extent the Clinic requires further information regarding the existing barriers identified in Exhibit 1, the parties shall work cooperatively to identify the barriers. The Clinic shall periodically monitor and review its contractors to ensure compliance with the ADA. Should any of the Clinic's contractors (such as FollowMyHealth or Ciox) change their web-based services so as to impact ADA or WCAG 2.1 1 AA compliance, the Clinic shall have a reasonable opportunity, consisting of 90 days from the Clinic's notice of such change or accessibility issue, to eliminate the barrier to accessibility.

17. Web Accessibility Coordinator. Within thirty-one (31) calendar days of the Effective Date of this Agreement, the Springfield Clinic will designate an employee or consultant to address web accessibility issues. The designated employee or consultant will be knowledgeable concerning: accessibility and usability of websites, web content, and mobile applications; testing and evaluation of the accessibility of web pages and mobile applications; and standards published by W3C, including WCAG 2.1 AA. They will serve as the primary contact for web accessibility issues and concerns raised from any source (internal or external), and will oversee and coordinate implementation of the requirements of this Agreement.

18. Web Accessibility Policy. Within ninety (90) days after the Effective Date of this Agreement, the Springfield Clinic will submit for the United States' approval a Web Accessibility Policy consistent with this Agreement. The Web Accessibility Policy will provide for: (1) equal opportunity for qualified individuals with disabilities to participate in and benefit from the Clinic's services, programs, and activities; and (2) conformance with the requirements of WCAG 2.1 AA for all websites, web content, portals, and mobile applications. Within twenty-one (21) days from the date of the United States' written final approval of the Clinic's policy, the Clinic will implement same, including by distributing copies of the Web Accessibility Policy to all employees whose work may be affected by the policy.

19. Web Accessibility Statement. Within nine (9) months after the Effective Date and for the term of the Agreement, the Clinic will post the following statement on the homepage of www.springfieldclinic.com: “The Springfield Clinic is committed to ensuring that its website and mobile applications are accessible to individuals with disabilities. All pages on our website and all mobile applications are designed to meet Web Content Accessibility Guidelines (“WCAG”) 2.1 AA conformance. Please report accessibility issues to [insert name and email address for Website Accessibility Coordinator].”

20. Web Accessibility Training. Within three (3) months of the Effective Date, the Web Accessibility Consultant will provide mandatory web accessibility training to all employees and contractors who design, develop, maintain or otherwise have responsibilities related to the content on www.springfieldclinic.com or mobile applications. The training will cover: the Web Accessibility Policy, common technological accessibility barriers faced by individuals with disabilities; common assistive technologies used by individuals with disabilities in interacting with websites; and an overview of accepted accessibility standards, including WCAG 2.1 AA. Any employee or contractor covered by this paragraph (i.e. one who designs, develops, maintains or otherwise has responsibilities related to the technical operation of www.springfieldclinic.com or mobile applications) who is hired after this training is conducted will receive equivalent training within six (6) weeks of hire.

21. Web Accessibility Consultant and Evaluation. Within three (3) months of this agreement, the Springfield Clinic shall retain an independent consultant (“Web Accessibility Consultant”), proposed by the Clinic and approved by the United States, who has expertise concerning accessible web development, the terms of this Agreement, and WCAG 2.1 AA. Within six (6) months of the Effective Date of this agreement, the independent Web Accessibility Consultant will provide the Springfield Clinic with a written evaluation (“Web Accessibility Evaluation”) regarding (a) whether www.springfieldclinic.com, the FollowMyHealth patient portal, and CIOX records request portal, are in conformance with the requirements of WCAG 2.1 AA, and recommendations to achieve conformance for any areas of nonconformance, (b) whether Springfield Clinic mobile applications are in conformance with the requirements of WCAG 2.1 AA, and recommendations to achieve conformance for any areas of nonconformance. The Springfield Clinic will implement all of the recommendations contained in the Web Accessibility Evaluation within sixty (60) days of receiving the evaluation. Within fourteen (14) days of the Clinic’s receipt of the Web Accessibility Evaluation, the Clinic will provide a copy of same to the Department, which may, but is not required to, provide additional direction for accessibility improvement after the Department has reviewed the Web Accessibility Evaluation; the Clinic shall have an additional sixty (60) days to implement any additional direction by the Department.

22. Monetary Relief. For settlement purposes only, to avoid the time and expense of litigation, the Springfield Clinic will approve a payment of \$5,000 to the Complainant for the Complainant’s damages including pain and embarrassment. The payment will be made via certified check issued and mailed to the Complainant within sixty (60) days of the Effective Date of this Agreement. Approval of any payment is conditioned on execution of a full release and discharge of all claims that otherwise could be asserted by the individual against all employees, agents, and assigns of the Springfield Clinic, arising from the facts set forth in this Agreement or

raised by the complaint in this matter. In consideration for this Agreement and the monetary relief set forth above, the United States will not institute a civil action alleging discrimination under the ADA based on the allegations raised in DJ 202-24-114, except as provided in Paragraph 23 of this Agreement.

V. ENFORCEMENT AND MISCELLANEOUS PROVISIONS

23. Reporting. On an annual basis for the term of this agreement, the Web Accessibility Coordinator will submit a report to the Department describing the Clinic's fulfillment to that date of the requirements of this Agreement. The report will details the Clinic's efforts to ensure its web-based services are accessible and included a statement from the Web Accessibility Coordinator certifying that its web-based services are accessible within the meaning of this Agreement and WCAG 2.1 AA. The report will also include a list of complaints that the Clinic received during the reporting period related to web accessibility or alleged violations of the ADA. The list will contain the following information for each complaint: the name of the complainant, the date of the complaint, a summary of the complaint, and Springfield Clinic's response to the complaint.

24. Delivery of Materials. All communications including reporting materials sent to the United States pursuant to this Agreement shall be in writing and delivered by e-mail to Joshua.Grant@usdoj.gov (or to any other e-mail address that the United States designates during the term of this Agreement) or by overnight delivery to the following person and address: United States Attorney's Office, Attn: AUSA Joshua I. Grant, 318 S. 6th Street, Springfield, Illinois 60601. The cover letter shall include a subject line referencing the Clinic and DJ No. #202-24-114.

25. Consideration. In consideration for the Agreement set forth above, the United States will not institute any civil action alleging discrimination based on the allegations contained in DJ No. 202-24-114, except as provided in the immediately following paragraph.

26. Enforcement. The United States may review Springfield Clinic's compliance with this Agreement or Title III of the ADA at any time. If the United States believes that the Clinic has failed to comply adequately or in a timely manner with any requirement of this Agreement or that any requirement has been violated, the United States shall notify the Clinic in writing and the Parties shall attempt to resolve the issue 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 Clinic, the United States may institute a civil action in an appropriate federal district court to enforce this Agreement or the ADA, and/or take any other action to enforce Title III of the ADA.

27. Severability. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement will nonetheless remain in full force and effect.

28. Non-Waiver. Failure by the United States to enforce any provision of this Agreement will not be construed as a waiver of the United States' right to enforce any provision of this Agreement.

29. Extensions. The time frame for completion of any act required by this Agreement may be modified with the mutual written consent of the Parties.

30. Successor Liability. This Agreement is binding upon Springfield Clinic, its departments, agents, and employees. In the event Springfield Clinic or its owners seek to transfer or assign all or part of their interest in the clinic, and the successor or assign intends on carrying on the same or similar use of the facility, as a condition of sale, the Clinic's owners shall obtain the written accession of the successor or assign to any obligations remaining under this Agreement for the remaining term of this Agreement.

31. Signing Authority. A signatory to this document in a representative capacity for the Springfield Clinic represents that he or she is authorized to bind Springfield Clinic to this Agreement.

32. Entire Agreement. This Agreement constitutes the entire Agreement between the United States and Springfield Clinic on the matters raised herein and no other statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this Agreement, including its attachments, is enforceable.

33. Scope. This Agreement is not intended to remedy any other potential violations of the ADA or any other law by Springfield Clinic that is not specifically addressed in this Agreement. This Agreement does not affect the Clinic's continuing responsibility to comply with all aspects of the ADA. Nothing in this Agreement relates to other provisions of the ADA or affects the Clinic's obligations to comply with any other federal, state, or local statutory, administrative, regulatory, or common law obligation, including those relating to nondiscrimination against individuals with disabilities.

34. Publicly Available. This Agreement is a public document. The United States or Springfield Clinic will provide a copy of this Agreement to any person, upon request.

35. Counterparts. This Agreement may be executed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

36. Binding Nature of Agreement. This Agreement shall be applicable to and binding upon the Springfield Clinic, its owners, officers, agents, employees, and assigns.

37. Costs. Each party will assume its own costs and expenses, including attorneys' fees.

38. Effective Date. The effective date of this Agreement is the date of the last signature below.

39. Term. The duration of this agreement is two (2) years from the Effective Date.

AGREED AND CONSENTED TO:
FOR THE UNITED STATES

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United States Attorney

/s/ Joshua I. Grant

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Dated: May 7, 2024

FOR THE SPRINGFIELD CLINIC LLP

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Dated: April 30, 2024

Dated: April 30, 2024

Exhibit 1

Springfield Clinic ACCESSIBILITY ISSUES

| | Page | Issue | Reference¹ |
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| 1. | CIOX | Records requests alternative signature options are missing instructions. The signature box (“draw your signature”) for records requests is missing instructions directing users to alternative signature options. The “auto-generated” signature tab lacks instructions or descriptions of what is actually generated or submitted on their behalf. Users may be unable to complete a signature for a records request. | WCAG 2.1.1 WCAG 1.1.1 |
| 2. | CIOX | Insufficient distinction between content. For visually impaired users with screen readers, all questions are available for screen readers to interact with at all times. If content should be hidden in order to assist users entering complete and correct information, hide the same content in the same progression for all users. By having all questions active in the form at once, a user may get lost and be unable to complete a questionnaire, or unnecessarily have to recomplete portions. | WCAG 1.3.1 WCAG 1.3.2 |
| 3 | CIOX & Patient Portal | Unlabeled or improperly labeled form fields. User controls lack an identifiable or associated label, rendering them inaccessible via a screen reader. For example, the “what is your email” and “confirm email” fields lack programmatically associated fields, so a visually impaired user may not be able to discern what text to enter. Other examples: placeholder text acts a temporary label for the username/password in the Patient Portal login fields but can disappear, insufficient text labels or names on the Recover Username page of the Patient Portal may result in confusion, and required indicators in the Schedule an Appointment portion page of the Patient Portal are missing and may result in confusion. | WCAG 1.3.1 WCAG 3.3.2 WCAG 4.1.2 |
| 4 | CIOX | New content is not focused or available as the currently activated control for user interaction. For example, without focus on the content intended to capture a user signature for a records request, it will be unclear to a visually impaired user or screen reader when the workflow is ready or where to complete a signature. | WCAG 2.4.3 WCAG 4.1.2 |

¹ Web Content Accessibility Guidelines version 2.1 (WCAG) were used for reference.

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| 5 | CIOX | Unlabeled group controls. Grouped items or controls are not associated with correct labels. For example, in a Records Request, group fields have visual headers that are not visible using screen readers because they have not been programmatically associated to fields. | WCAG 1.3.1 |
| 6 | Patient Portal | Difficult or impossible to see dotted link focus outline. For example, on the Popular Questions page, there is nothing to indicate focus on each link as they are each active. | WCAG 2.4.7 |
| 7 | CIOX | Images lack alternative text resulting in screen readers only detecting that an image exists but not communicating the content or importance of an image. | WCAG 1.1.1 |
| 8 | CIOX & Patient Portal | Links lack names, text, or labels, that identifies their function independently from surrounding context of other links or the page. Other links lack underlines. | WCAG 2.4.4 WCAG 4.1.1 |
| 9 | CIOX & Patient Portal | Tab order issues. Non-interactive elements are present in tab orders such as the Records Request workflow. In other instances, like the Patient Portal's Home page after logging in, intentional / forced modification of tab order creates barriers to usability. | WCAG 1.3.2 |
| 10 | Ciox | The records request wizard generates a PDF of the completed requested form during the review step but the default Web view has an incorrect reading order for users of assistive technology when using a screen reader—all text is read first, followed by all answers. | WCAG 1.3.2 |
| 11 | Patient Portal | Missing table structures or HTML/table elements marked as presentational. | WCAG 1.3.1 |
| 12 | CIOX & Patient Portal | Insufficient color contrast ratios. Elements in the Patient Portal and Records Request pages do not meet minimum color contrast ratios. | WCAG 1.4.3 |
| 13 | CIOX | Link text contains insufficient information or descriptive text. For example, on the CIOX request medical records page, the link text for the Youtube link "here" simply states "here," which for a screen reader, would not provide sufficient information about the purpose of the link, especially when multiple links are contained on a page. | WCAG 2.4.4 |
| 14 | Patient Portal | Pages lack identified language | WCAG 3.1.1 |
| 15 | Patient Portal | Pages contain empty or missing titles | WCAG 2.4.2 |
| 16 | Patient Portal | Controls' accessible name does not contain a visual label | WCAG 2.5.3 |
| 17 | CIOX & Patient Portal | Users unable to resize Web page text—pages lack ability to Zoom/enlarge up to 200% | WCAG 1.4.4 |
| 18 | Patient Portal | CC font-weight property improperly used instead of semantic markup to indicate emphasis for all | WCAG 1.3.1 |

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| 19 | CIOX | Downloadable PDFS contain missing or invalid tags and/or structural semantics | |
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