

**VOLUNTARY RESOLUTION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
COMFORT HANDS HOME HEALTH CARE, LLC  
USAO # 2021V01067  
DJ # 202-48-376  
OCR # 21-435078**

**PARTIES TO THE AGREEMENT**

1. The Parties to this Voluntary Resolution Agreement (“Agreement”) are:
  - a. the U.S. Department of Justice, through the U.S. Attorney’s Office for the District of New Jersey (“DOJ”), pursuant to its jurisdictional authority under Title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181-12189, and the U.S. Department of Health and Human Services (“HHS”), Office for Civil Rights (“OCR”), pursuant to its jurisdictional authority under Section 504 of the Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. § 794, and its implementing regulation, 45 C.F.R. Part 84, and Section 1557 of the Affordable Care Act (“Section 1557”), 42 U.S.C. § 18116, and its implementing regulations, 45 C.F.R. Part 92, (collectively, “United States”) and
  - b. Comfort Hands Health Care, LLC (“Comfort Hands”). Comfort Hands is an agency with twenty-eight (28) employees that provides home healthcare services.

**BACKGROUND**

2. This matter was initiated upon a complaint filed with DOJ and OCR by an individual (the “Complainant”) alleging that Comfort Hands discriminated against her on or about May 18, 2021, by denying her home healthcare services because she has HIV.
3. As a result of this complaint, DOJ and OCR initiated respective reviews of Comfort Hands’ compliance with Title III of the ADA, Section 504, and Section 1557 regarding Complainant’s allegations.
4. Comfort Hands believes it is in its best interests to amicably resolve the investigation without the necessity of litigation, and the United States believes that it is in the public interest to resolve this dispute amicably and without litigation. In consideration of the terms set out in this document, the Parties agree to enter voluntarily into this Agreement, as set forth below.

## **JURISDICTION**

5. The Attorney General of the United States is responsible for administering and enforcing Title III of the ADA, 42 U.S.C. §§ 12181-12189, and the relevant regulations implementing Title III, 28 C.F.R. Part 36.
6. OCR is responsible for enforcing Section 504, 29 U.S.C. § 794(a), and its implementing regulation, 45 C.F.R. Part 84, which prohibit discrimination based on disability in any program or activity receiving federal financial assistance from HHS.
7. OCR is also responsible for enforcing Section 1557, 42 U.S.C. § 18116, and its implementing regulation, 45 C.F.R. Part 92, which prohibit discrimination based on race, color, national origin, sex, age, or disability in certain health programs and activities. Section 1557 and its implementing regulation provides that, except as provided in Title I of the Patient Protection and Affordable Care Act (“ACA”), an individual shall not, on the grounds prohibited under Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, or Section 504, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity, any part of which is receiving federal financial assistance from HHS, or under any program or activity that is administered by HHS under Title I of the ACA or by any entity established under Title I of the ACA.
8. Comfort Hands is a limited liability company that provides home health care services and assistance to seniors. The entity operates an office located at 925 Route 73 N, Suite B, Marlton, NJ 08053.
9. The United States alleges that Comfort Hands is a public accommodation within the meaning of 42 U.S.C. § 12181(7)(F) because the business affects commerce and its facility is a place of public accommodation, specifically a service establishment. Accordingly, the United States alleges that Comfort Hands, which owns, operates or leases a place of public accommodation, is a public accommodation subject to the requirements of Title III of the ADA. 28 C.F.R. §§ 36.104; 36.201(a).
10. The ADA prohibits discrimination on the basis of disability at a place of public accommodation in the full and equal enjoyment of the entity’s goods and services. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201. Public accommodations may not subject an individual on the basis of disability, directly or through contractual, licensing, or other arrangements, to a denial of the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of the entity. 42 U.S.C. § 12182(b)(1)(A)(i); 28 C.F.R. § 36.202(a).
11. Comfort Hands is a recipient of financial assistance from HHS, including through its participation in Medicare, Title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*, and Medicaid, Title XIX of the Social Security Act, 42 U.S.C. § 1396 *et seq.*, programs, and thus subject to the requirements of Section 504. 45 C.F.R. § 84.2. As a

health program or activity receiving financial assistance from HHS, Comfort Hands is subject to Section 1557. 45 C.F.R. § 92.3(a)(1).

12. Under Title III of the ADA, and its implementing regulation, public accommodations are prohibited from discriminating on the basis of disability in the full and equal enjoyment of their goods, services, facilities, privileges, advantages, or accommodations. 42 U.S.C. §§ 12182(a); 28 C.F.R. § 36.201. Public accommodations may not subject an individual on the basis of disability, directly or through contractual, licensing, or other arrangements, to a denial of the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of the public accommodation. 42 U.S.C. § 12182(b)(1)(A)(i); 28 C.F.R. § 36.202(a).
13. The ADA further prohibits public accommodations from imposing or applying eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any goods, services, facilities, privileges, advantages, or accommodations, unless such criteria can be shown to be necessary for the provision of the goods, services, facilities, privileges, advantages, or accommodations being offered. 28 CFR § 36.301(a). A public accommodation may impose legitimate safety requirements that are necessary for safe operation. Safety requirements must be based on actual risks and not on mere speculation, stereotypes, or generalizations about individuals with disabilities. 28 CFR § 36.301(b).
14. Under Section 504 and Section 1557, no qualified individual with a disability shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination by reason of disability in any health program or activity receiving financial assistance from HHS. 29 U.S.C. § 794; 42 U.S.C. § 18116; 45 C.F.R. §§ 84.4(a), 84.52(a)(1); 45 C.F.R. § 92.2. In providing health services or benefits, a recipient of HHS financial assistance may not, based on disability, deny a qualified individual with a disability the opportunity to participate in or benefit from its services, or provide benefits or services in a manner that limits or has the effect of limiting the participation of a qualified individual with a disability. 45 C.F.R. §§ 84.4(b)(1)(i), (b)(4)(i), 84.52(a)(4); 45 C.F.R. § 92.2.
15. The Complainant, an individual with HIV, has a physical impairment that substantially limits one or more life activities, including functions of the immune system, which is a major bodily function. Accordingly, she has a disability within the meaning of the ADA, 42 U.S.C. § 12102, 28 C.F.R. §§ 36.105(a)(1)(i), 36.105(c)(1)(ii), 36.105(d)(2)(iii)(J) (“(HIV) infection substantially limits immune function”), Section 504, 29 U.S.C. § 705(20)(B) (adopting ADA definition of “disability” at 42 U.S.C. § 12102); and Section 1557, 45 C.F.R. § 92.102(c) (same).

The United States alleges that the Complainant, an individual with HIV, was subjected to an action prohibited under the ADA, Section 504, and Section 1557, “because of an actual or perceived impairment. 42 U.S.C. 12102(3)(A). This applies “whether or not the impairment limits or is perceived to limit a major life activity.” *Id.* Accordingly, the

Complainant is regarded as having a disability within the meaning of the ADA, 42 U.S.C. 12102(1)(C); Section 504, 29 U.S.C. 705(20)(B) (adopting ADA definition of “disability” at 42 U.S.C. 12102); and Section 1557, 45 C.F.R. 92.102(c) (same).

16. Ensuring that health care providers do not discriminate based on disability is an issue of general public importance. DOJ is authorized to investigate alleged violations of Title III of the ADA, to use alternative means of dispute resolution, when appropriate, including settlement negotiations, to resolve disputes, and to bring a civil action in federal court in any case that the Attorney General concludes raises an issue of general public importance. 42 U.S.C. §§ 12188(b), 12212; 28 C.F.R. §§ 36.502, 503, 506.
17. OCR is responsible for investigating complaints and conducting compliance reviews to determine if recipients of HHS funding operate their programs and activities in compliance with Section 504 and Section 1557. OCR has the authority, where appropriate, to negotiate and secure voluntary compliance agreements. If noncompliance cannot be corrected by informal means, OCR may take any action authorized by law.

### **DEFINITIONS**

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

18. The term “duration of this Agreement” means the period of time this Agreement remains in effect.
19. The term “effective date of this Agreement” means the date the Agreement is signed by all Parties.
20. The term “Comfort Hands personnel” means all employees, agents, and contractors working for or on behalf of Comfort Hands who have, or are reasonably likely to have, direct contact with individuals seeking services from Comfort Hands, including, without limitation, owners, directors, home health aides, companions, nurses, social workers, coordinators, technicians, receptionists, telephone operators, billing staff, counselors, and administrative support staff. The term “Comfort Hands personnel” shall include home health aides, as defined in Paragraph 22 of this Agreement.
21. The term “client” means any individual who is seeking or receiving services (including referrals, authorizations, consultations, treatment, scheduling of appointments, discussion of billing issues, and any health care or non-medical services) from or through Comfort Hands or Comfort Hands personnel.
22. The term “home health aide” refers to any individual who provides care or any other services to a client, as defined in Paragraph 21, including but not limited to as a full-time or part-time employee, independent contractor, consultant, or in any other capacity in which the individual may be assigned to work with a Comfort Hands client. This shall include but is not limited to any individual providing services to Comfort Hands clients,

and any individual who is reasonably likely to provide services to a Comfort Hands client for the duration of this Agreement.

### **INVESTIGATION**

23. Following its investigation, the United States determined that:
- a. The Complainant is a 59-year-old woman who is HIV positive. For unrelated reasons, the Complainant, who cannot walk and is unable to leave her bed without assistance, has needed home care since 2019.
  - b. In May 2021, the Complainant sought to find new home health services and worked with a Managed Long-Term Services and Support Nurse Case Manager (“Case Manager”) employed by Horizon to find agency services through a benefit program for Medicaid members. Comfort Hands responded to the Case Manager’s request for services and identified an aide who could start immediately.
  - c. Comfort Hands sent a home health aide (the “Health Aide”) to provide home health services for the Complainant on or about May 18, 2021. The Complainant’s HIV status did not come up during that visit. Soon after the Health Aide left Complainant’s home, a nurse from Comfort Hands (the “Nurse”) called the Complainant to ask for her medication list. The Complainant provided a list, which included HIV medications. Shortly after, the Nurse called a second time to say that the Health Aide would not return because of the Complainant’s HIV’s status, and that Comfort Hands would not provide services due to the Complainant’s HIV status.
  - d. The same day, the Case Manager received a call from a Comfort Hands coordinator (the “Coordinator”) who stated that the Health Aide would not return due to the Complainant’s HIV status. Shortly thereafter, the Coordinator called the Case Manager a second time, said that Comfort Hands would not take Complainant’s case because of her HIV status, and instructed the Case Manager to cancel the authorization.
  - e. The Complainant had no home health care services for three or four days after the denial of service. .
24. As a result of its investigation, the United States determined that Comfort Hands violated the ADA, Section 504 and Section 1557 by denying Complainant, on the basis of her disability, the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of Comfort Hands on the basis of HIV. This is not an admission by Comfort Hands but, consistent with Paragraph 4, Comfort hands believes it is in its best interests to amicably resolve the investigation without the necessity of litigation.

## **REMEDIAL ACTIONS TO BE TAKEN BY COMFORT HANDS**

25. Non-discrimination: Comfort Hands agrees not to discriminate against any individual on the basis of disability:
- a. Comfort Hands will not discriminate on the basis of disability, including HIV, in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations it offers, as required by Title III of the ADA, Section 504, and Section 1557.
  - b. Comfort Hands shall not deny an individual on the basis of disability, including HIV, the opportunity to participate in or benefit from its goods, services, facilities, privileges, advantages, or accommodations.
  - c. Comfort Hands shall not impose or apply eligibility criteria that screen out, or tend to screen out, an individual with a disability or a class of individuals with disabilities, including HIV, from fully and equally enjoying its goods, services, facilities, privileges, advantages, or accommodations.
26. Non-Discrimination Policies and Procedures: Within sixty (60) days of the effective date of this Agreement, Comfort Hands shall submit a non-discrimination policy to the DOJ and OCR for their review and written approval, which approval shall be timely and not be unreasonably withheld. Within twenty-one (21) days of receiving written approval by DOJ and OCR, Comfort Hands will adopt and implement the policy, and Comfort Hands will maintain and enforce the policy. The non-discrimination policy will:
- a. state that Comfort Hands and Comfort Hands personnel will not deny services to individuals with disabilities, including on the basis of HIV status;
  - b. require modification of policies and procedures when such modifications are necessary to afford goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities;
  - c. include a Grievance Procedure for investigating and addressing complaints alleging disability discrimination arising under Section 504 and Section 1557, in accordance with its obligations under 45 C.F.R. § 84.7, and disseminate it 30 days after approval;
  - d. be posted conspicuously in Comfort Hands' facility, including in its current office and any future office space; posted as a link on the Comfort Hands' main webpage, currently located at <https://www.comforthandshomecare.com>, and on the homepage of any other current or future Comfort Hands website; and printed on all brochures and promotional materials;
  - e. be distributed to all new Comfort Hands clients, as defined in Paragraph 21;

- f. be distributed to all Comfort Hands personnel, as defined in Paragraphs 20, and provided to all new personnel as they are hired or contracted, including all new home health aides within forty-eight (48) hours of the official hire or contract date.
- 27. Training: To ensure compliance with this Agreement, Comfort Hands agrees to conduct annual non-discrimination trainings to its staff for the duration of this Agreement, including the staff member who refused to provide services to the Complainant, within the timeframes specified in Paragraph 29 of this Agreement. Each training will be of sufficient duration (no less than 30 minutes) and content to train Comfort Hands personnel on the non-discrimination policy and all related procedures, as well as on how to respond to an allegation of discrimination that, if true, would violate the non-discrimination policy.
- 28. Training Materials: Within thirty (30) days of receiving written approval of its non-discrimination policy from DOJ and OCR under Paragraph 26 of this Agreement, Comfort Hands shall submit their proposed training materials to the DOJ and OCR for their review and written approval, which approval shall be timely and not unreasonably withheld. All training materials, including training manuals and/or written or electronic materials that address Comfort Hands' policies and procedures shall be consistent with the provisions of this Agreement. Training materials shall be distributed to staff members within twenty-four (24) hours after the conclusion of each training.
- 29. Timeframe for the Provision of Training:
  - a. Comfort Hands Personnel. Within sixty (60) days of receiving written approval for its training materials pursuant to Paragraph 28, and on an annual basis thereafter for the duration of this Agreement, Comfort Hands will provide mandatory training for all Comfort Hands personnel, as defined by Paragraphs 20. Thereafter, a screening of a video of any training provided pursuant to Paragraph 27 will suffice to meet this annual obligation, as long as the non-discrimination policy has not been revised since the original training was recorded.
  - b. Training of New Comfort Hands Personnel. Within ten (10) calendar days of their start date, and for the duration of this Agreement, Comfort Hands will provide mandatory training for all new Comfort Hands personnel, as defined by Paragraph 20. A screening of a video of any training provided pursuant to Paragraphs 27 and 29(a) of this Agreement will suffice to meet the obligation for New Comfort Hands Personnel, as long as the non-discrimination policy has not been revised since the original training was recorded.
- 30. Training Records & Log:
  - a. Comfort Hands shall maintain copies of the training materials for each training provided pursuant to Paragraphs 27 and 29 for the duration of this Agreement.

- b. Comfort Hands shall create and maintain a log to record the name of each individual who participates in the trainings provided pursuant to Paragraphs 27 and 29 for the duration of this Agreement.
  - c. Comfort Hands will provide copies of the records provided for in this Paragraph to DOJ and OCR for the training or trainings described in Paragraphs 27 and 29 of this Agreement. Records of all other trainings may be kept in electronic format and, for the duration of this Agreement, copies shall be provided to DOJ and OCR within thirty (30) days of any written request.
31. Revisions: Should Comfort Hands substantively revise the non-discrimination policy while this Agreement is in effect, such revisions and an explanation of the need for the revisions, shall be submitted for written approval by DOJ and OCR pursuant to the provisions of Paragraph 26 of this Agreement, which approval shall be timely and not unreasonably withheld. The revised policy shall be posted and distributed in accordance with Paragraph 26. Thereafter, all subsequent trainings and training materials provided to staff pursuant to Paragraphs 27 through 29 must be consistent with the revised policy, with any revised training materials subject to approval as provided in Paragraph 28.
32. Complaints. For the duration of this Agreement, Comfort Hands will, within thirty (30) days of receipt of any written complaint made to Comfort Hands alleging a failure to provide services to an individual on the basis of their disability, including but not limited to actual or perceived HIV status, send written notification to counsel for DOJ and the Regional Manager for OCR a copy of any such written complaint and a complete copy of Comfort Hands' response.
33. Lawsuits/Formal Charges. For the duration of this Agreement, Comfort Hands shall notify DOJ and OCR if any person files a lawsuit or formal charge against Comfort Hands with a state or federal agency, alleging that Comfort Hands failed to provide services to any client or prospective client based on their disability, including but not limited to HIV. Such notification must be provided in writing via certified mail within thirty (30) calendar days of the date Comfort Hands receives notice of the allegation and must include, at a minimum, the nature of the allegation, the name of the person making the allegation, and any documentation possessed by Comfort Hands relevant to the allegation.
34. Deadlines. If any issues arise that affect the anticipated completion dates set forth above during the duration of this Agreement, Comfort Hands will immediately notify DOJ and OCR of the issue(s), and the Parties will attempt to resolve those issues in good faith.
35. Designation of an ADA/504 Coordinator. Within fourteen (14) days of the Effective Date of this Agreement, Comfort Hands shall designate at least one employee who will be responsible for:
- a. the coordination of Comfort Hands' efforts to comply with the ADA, Section 504, and Section 1557;

- b. the investigation of any grievance communicated to Comfort Hands alleging discrimination on the basis of disability; and
  - c. Comfort Hands' compliance with the terms of this Agreement set forth here, including coordinating and/or conducting trainings, maintaining records, providing compliance reports and logs, and creating and modifying policies and procedures.
  - d. Should the ADA/504 Coordinator designee leave Comfort Hands, a new employee must be designated within fourteen (14) days of the departure.
36. Retaliation and Coercion. Comfort Hands shall not retaliate against or coerce in any way any person who made or is making a complaint or exercised or is exercising his or her rights under the ADA, Section 504, or Section 1557, or who has assisted or participated in the investigation of any matter covered by this Agreement.
37. Monetary Relief. Comfort Hands agrees to pay Complainant the gross sum of **NINE THOUSAND DOLLARS (\$9,000.00)** in eight (8) equal installments on a quarterly basis over two years. Comfort Hands will send installment payment through an electronic payment application agreed to by the parties (using the payment information, identified under Complainant's signature in her signed release, which is attached as Exhibit A), pursuant to 42 U.S.C. § 12188(b)(2)(B), for the effects of the discrimination and the harm the Complainant has allegedly endured (including emotional distress, and pain and suffering) as a result of allegedly being denied home health care services on the basis of disability. Comfort Hands shall provide written notification to DOJ, including photographs of the electronic record of each installment payment, within fourteen (14) days after each installment payment is mailed to Complainant.
38. The eight installment payments, each in the amount of one thousand, one hundred and twenty-five (\$1,125) dollars, shall be made as follows:
- a. The first payment will be mailed within ten days (10) after receiving Complainant's signed release; and
  - b. The remaining seven payments will be mailed every ninety (90) days, beginning with the second payment, which shall be mailed ninety (90) days after the mailing date of the first payment. The final payment shall be mailed no later than two (2) years after the first payment is made.
  - c. At any time during the duration of this Agreement, Comfort Hands may make a payment to Complainant for the total amount of the remaining damages amount owed.
39. This compensation is relief that DOJ is authorized to obtain for the Complainant under Title III of the ADA. Comfort Hands will not withhold taxes from the monetary award, and the Complainant, through the signed release, will accept full responsibility for taxes due and owing, if any, on such funds. Comfort Hands will issue to the Complainant an IRS Form 1099 reflecting the amount paid on an annual basis. Nothing in this Paragraph or any other provision of this Agreement constitutes an agreement by DOJ concerning the

characterization of the Compensatory Relief for purposes of the Internal Revenue laws, Title 26 of the United States Code.

40. Records. Comfort Hands shall maintain appropriate records to document the information required by this Agreement, and shall make them available, upon request, to DOJ and OCR, throughout the duration of this Agreement.

### **ENFORCEMENT**


41. Duration of this Agreement. This Agreement shall terminate in three (3) years from its Effective Date.
42. Compliance Review and Enforcement. DOJ and OCR may review compliance with this Agreement at any time during the duration of this Agreement. If DOJ and OCR believe that Comfort Hands has failed to comply with this Agreement, they will notify Comfort Hands in writing and the Parties will attempt to resolve the issue(s) in good faith. DOJ and OCR will allow Comfort Hands thirty (30) calendar days from the date they notify Comfort Hands to cure said failure to comply. If DOJ and OCR determine they are unable to reach satisfactory resolution of the issue(s), DOJ and OCR may take any action authorized by law to secure compliance with Title III of the ADA, Section 504, and Section 1557, including instituting a civil action in U.S. District Court to enforce the terms of this Agreement and/or Title III of the ADA, Section 504, and/or Section 1557.
43. The Parties will not, individually or in combination with one another, seek to have any court declare or determine that any portion of this Agreement is invalid, illegal, or unenforceable. In the event that a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such provision shall be severed from the Agreement and all other provisions shall remain valid and enforceable; provided, however, that if the severance of any such provision materially alters the rights or obligation of the Parties, they shall, through reasonable, good faith negotiations, agree upon such other amendments as may be necessary to restore the Parties as closely as possible to the relative rights and obligation initially intended to them within the Agreement.
44. In consideration of the terms of this Agreement, DOJ and OCR agree to refrain from undertaking further investigation or taking steps toward instituting a civil suit or administrative action in DJ #202-48-376, USAO # 2021V01067, and OCR # 21-435078 against Comfort Hands based on the facts set forth in Paragraph 23 except as provided in Paragraph 42.
45. Except as related to the above-mentioned complaints, nothing contained in this Agreement is intended or shall be construed as a waiver by DOJ and OCR of any right to institute proceedings against Comfort Hands for violations of any statutes, regulations, or rules administered by DOJ and OCR or to prevent or limit the rights of DOJ and OCR to obtain relief under the ADA, Section 504, or Section 1557.
46. This Agreement does not constitute a finding by DOJ and OCR that Comfort Hands is in full compliance with the ADA, Section 504, and Section 1557. This Agreement is not

intended to remedy any other potential violations of the ADA, Section 504, Section 1557, or any other law that is not specifically addressed in this Agreement, including any other claims for discrimination on the basis of disability. Nothing in this Agreement relieves Comfort Hands of its continuing obligations to comply fully with the requirements of the ADA, Section 504, and Section 1557.

47. Entire Agreement. This Agreement constitutes the entire agreement between the Parties on the matters raised here, and no prior or contemporaneous statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written agreement, including attachments, is enforceable. This Agreement can only be modified by mutual written agreement of the Parties.
48. Binding. This Agreement is final and binding on Comfort Hands, including all principals, agents, executors, administrators, representatives, employees, successors, and assigns. In the event that Comfort Hands seeks to sell, transfer, or assign substantially all of its assets or a controlling membership position in Comfort Hands during the term of this Agreement, then, as a condition of such sale, transfer, or assignment, Comfort Hands will obtain the written agreement of the successor, buyer, transferee, or assignee to all obligations remaining under this Agreement for the remaining term of this Agreement.
49. Non-Waiver. Failure by DOJ or OCR to seek enforcement of any provision of this Agreement is not a waiver of the agencies' respective right to enforce any provision of this Agreement.
50. Execution of Agreement. The undersigned represent that they have been fully authorized to enter into and execute this Agreement under the terms and conditions contained herein. This Agreement may be executed in counterparts.
51. Publication or Disclosure of Agreement. DOJ and OCR place no restriction on the publication of the Agreement. In addition, DOJ and OCR may be required to disclose material related to this Agreement to any person upon request, consistent with the requirements of the Freedom of Information Act, 5 U.S.C. § 522, and its implementing regulation, 45 C.F.R. Part 5.
52. Release by Complainant. Within thirty (30) calendar days of the Effective Date of this Agreement, DOJ shall deliver to counsel for Comfort Hands a release signed by the Complainant.
53. All notifications under this Agreement shall be sent to the United States Attorney's Office, District of New Jersey, by email directed to Assistant U.S. Attorney Susan Millenky at [susan.millenky@usdoj.gov](mailto:susan.millenky@usdoj.gov), and to the Office for Civil Rights, by email directed to Regional Manager Linda C. Colón at [linda.colon@hhs.gov](mailto:linda.colon@hhs.gov).

AGREED BY THE PARTIES:

COMFORT HANDS HEALTH CARE, LLC:

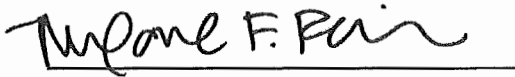


Name: Bridget Dodos

Title: Administrator

Dated: 8/14/2023

For the United States Department of Health and Human Services



Dated: 08.29.23

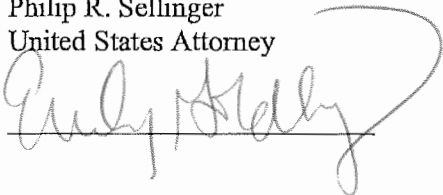
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For the United States Attorney's Office, District of New Jersey

Philip R. Sellinger  
United States Attorney



Dated: 8/30/2023

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Susan Millenky  
Assistant United States Attorneys  
Civil Rights Division