

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
CIVIL RIGHTS DIVISION

Rufus Neal

Complainant,

v.

Northern Arizona Healthcare Corp. on behalf
of its affiliate Flagstaff Medical Center,

Respondent.

CRD No. CRD-2020-0350

CONCILIATION AGREEMENT
(Pre-Finding)

1. BACKGROUND

1.1 On April 22, 2020, Rufus Neal (“Neal” or “Complainant”) filed a Complaint of Discrimination (“Complaint”) with the Arizona Civil Rights Division of the Arizona Attorney General’s Office (the “Division”) against Northern Arizona Healthcare Corp. on behalf of its affiliate Flagstaff Medical Center (“Respondent”) alleging that Respondent discriminated against him by failing to provide American Sign Language (“ASL”) interpretation for approximately two weeks while he was a patient at Flagstaff Medical Center in violation of the Arizonans with Disabilities Act (“AzDA”).

1.2 This Agreement is made between the Arizona Civil Rights Division of the Arizona Attorney General’s Office, Rufus Neal, and Northern Arizona Healthcare Corp. on behalf of its affiliate Flagstaff Medical Center (collectively, the “Parties”). Neal filed a Complaint of unlawful discrimination with the Division against Respondent pursuant to A.R.S. § 41-1492 *et*

seq., the Parties conferred and hereby voluntarily agree to and do resolve the Complaint on the following terms:

2. AGREEMENT

2.1 This Pre-finding Conciliation Agreement (“Agreement”) does not constitute an admission by the Respondent that any act, omission, policy, or practice made unlawful by A.R.S. § 41-1492 *et seq.* occurred, nor should such inference be drawn. The Division’s participation in this Agreement does not reflect any judgment by the Division as to the merits of the Complaint.

2.2 Subject to Respondent’s fulfillment of all of the obligations set forth in this Agreement, (1) the Division agrees to close Complaint CRD-2020-0350; and (2) Neal agrees to waive or release all claims against Respondent and Respondent’s employees, agents, owners, affiliates, and subsidiaries, in any forum with respect to the AzDA matters that were alleged in the Complaint, CRD-2020-0350. Neal agrees not to file any lawsuits based on the allegations of the Complaint, or any other complaints, claims, or causes of action arising out of any the events giving rise to the allegations contained in the Complaint.

2.3 In resolving this Complaint, the Division does not waive or in any manner limit its right to process any other complaint or seek relief from Respondent in any other complaint or investigation that may arise. By entering into this Agreement, the Parties do not resolve any complaints of discrimination currently pending before the Division other than Complaint, CRD-2020-0350. The Division does not waive any future claims or complaints against Respondent for any violation of the Arizona Civil Rights Act, A.R.S. § 41-1401 *et seq.* The Division also does not waive any future claims or charges against Respondent for any violations of Sections 6, 7, 8, 9, and 10 of this Agreement.

2.4 The Parties agree that venue is proper in Maricopa County pursuant to A.R.S. § 12-401(17) for any Division enforcement of this Agreement.

2.5 Respondent agrees that it and its agents will not engage in discrimination or retaliation of any kind against Neal or against any other person because they have opposed any practice reasonably believed to be unlawful under the AzDA, A.R.S. §41-1492 *et seq.*, or because they have filed a complaint, given testimony or assistance, or participated in any manner in any investigation or proceeding under the AzDA.

3. SPECIFIC RELIEF FOR NEAL

3.1 Within thirty (30) days after the effective date of this Agreement, Respondent shall pay Neal a total monetary amount of fifty thousand dollars (\$50,000) through a certified check or money order made payable to Rufus Neal and mailed to 612 W Hopi Drive #122, Holbrook, AZ 86025. Neal and Respondent acknowledge that the Division makes no representation concerning the tax consequences, if any, of this provision of the Agreement, and confirm that they each had the opportunity to consult a tax advisor about the consequences of this provision if they wished to do so.

3.2 Within ten (10) calendar days of issuance of the check or money order, Respondent will mail a copy of the check or money order and related correspondence to: Arizona Attorney General's Office, Civil Rights Division, c/o Daniel Nies or his successor, 2005 North Central Avenue, Phoenix, Arizona 85004 or by e-mail to daniel.nies@azag.gov.

4. CIVIL PENALTY

4.1 Within thirty (30) calendar days of the effective date of this Agreement, Respondent shall submit a certified check made payable to the Arizona Attorney General's Civil Rights Division in the amount of two thousand five hundred dollars (\$2,500). Respondent will deliver the certified check to the Attorney General's Office, Civil Rights Division, c/o Daniel Nies or his successor, 2005 North Central Avenue, Phoenix, Arizona 85004.

5. DEFINITIONS

5.1 “Auxiliary Aids and Services” include qualified interpreters provided either on-site or through video remote interpreting (“VRI”) services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (“TTYs”), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard-of-hearing.

5.2 “Hospital Personnel” means all Respondent’s employees, full-time and part-time, who have or are likely to have direct contact with Patients regarding Patients’ clinical care and treatment.

5.3 “Active Members of the Hospital Medical Staff” means all physicians who are credentialed to provide medical services for Respondent, whether or not they are direct employees of Respondent.

5.4 “Qualified Interpreter” and “Qualified Interpreters” mean a qualified, licensed, sign language interpreter who, via VRI service or an in-person appearance, is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.

5.5 “Patient” or “Patients” shall be broadly construed to include any individual who is Deaf or Hard of Hearing and is seeking access to, or participating in, the goods, services,

facilities, privileges, advantages, or accommodations of Respondent, whether as an inpatient or an outpatient.

5.6 The terms “Deaf” and “Hard of Hearing” mean having a physical or mental impairment that substantially limits the major life activities of hearing and/or speaking.

5.7 “Effective communication” means the ability of a deaf or hard of hearing person to communicate with, receive information from, and convey information to others in a manner that is equally effective as that of a hearing (i.e., non-deaf) person.

5.8 The term “Video Remote Interpreting” or “VRI” means providing a Qualified Interpreter through video in a manner that meets the following requirements: (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; and (4) Respondent provides adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.

6. PROHIBITION OF DISCRIMINATION

6.1 Respondent shall provide appropriate Auxiliary Aids and Services, including in-person Qualified Interpreters and/or Qualified Interpreters via VRI, where such aids and services are necessary to ensure effective communication with Patients. Pursuant to A.R.S. § 41-1492.02(G)(3), Respondent shall also provide Patients who are Deaf with the full and equal enjoyment of the services, privileges, facilities, advantages, and accommodations of Respondent as required by this Agreement and the AzDA.

6.2 Respondent 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 AzDA. See A.R.S. § 41-1492.10.

7. EFFECTIVE COMMUNICATION

7.1 Respondent shall provide Patients any appropriate Auxiliary Aids and Services that are necessary for Effective Communication after making the assessment described in paragraphs 7.2 and 7.3 of this Agreement. Respondent agrees to provide appropriate Auxiliary Aids and Services as soon as practicable without compromising patient care, except that the provision of on-site Qualified Interpreters must be within the time frame described in paragraphs 8.1 and 8.2 of this Agreement.

7.2 The determination of appropriate Auxiliary Aids and Services, and the timing, duration, and frequency with which they will be provided, will be made by Respondent in consultation with the Patient. The assessment made by Hospital Personnel will consider all relevant facts and circumstances, including but not limited to, the Patient's communication skills and knowledge, the nature and complexity of the communication at issue, and the context in which the communication is taking place.

7.3 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 (a) at the time an appointment for the Patient is scheduled or, (b) on the arrival of the Patient, whichever is earlier. Hospital Personnel will perform an assessment informed by the information collected as described in paragraph 7.2 as part of each initial inpatient assessment and document the results in the Patient's medical record. In the event that the initial form of communication is not Effective Communication or circumstances change, Hospital Personnel will reassess which appropriate Auxiliary Aids and Services are necessary, in consultation with the Patient, where possible, and provide such aid or service based on the reassessment.

7.4 Respondent will designate an Assistive Device Point Person. This Assistive Device Point Person or his or her designee(s) will be on duty and available to Respondent's staff and Patients 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 but not limited to Qualified Interpreters and VRI.

7.4.1 The Assistive Device Point Person and his or her designees shall know where the appropriate Auxiliary Aids and Services, including but not limited to VRI, are stored and how to operate them and will be responsible for their replacement and distribution. The Assistive Device Point Person will also be responsible for the maintenance and repair of the Auxiliary Aids and Services.

7.4.2 Respondent will post prominently in a conspicuous location visible to patients and employees the name and telephone number for the Assistive Device Point Person and/or his or her designee(s).

7.4.3 The Assistive Device Point Person and his or her designees will be designated by Respondent no later than thirty (30) calendar days after the effective date of this Agreement. Respondent will provide notice of such designation to the Attorney General's Office, Civil Rights Division, c/o Daniel Nies, 2005 North Central Avenue, Phoenix, Arizona 85004 or by e-mail to daniel.nies@azag.gov.

7.5 Respondent will maintain an Auxiliary Aids and Services log containing requests for in-person Qualified Interpreters and VRI. The log will contain: a) the name of the Patient; b) whether the request is for an in-person Qualified Interpreter or VRI; c) The time and date the Patient's request was made; d) The time and date the request was made by staff after assessing the needs of the Patient; e) the time and date the request was made for, i.e. for immediate use (emergent need) or for a scheduled appointment (stating the date and time of the appointment);

f) the time and date the request was fulfilled; and g) the type of the Auxiliary Aids or Services provided. If the Patient's requested Auxiliary Aids or Services were not provided, or were provided outside of the timeliness provisions contained in paragraphs 8.1 and 8.2 of this Agreement, the log shall contain a statement explaining why. For Patients who are admitted to Flagstaff Medical Center, in lieu of documenting each and every time a VRI is used, if a VRI is maintained in the Patient's room, the log can provide that the VRI was in the Patient's room, in good working order, and was used for interactions with the Patient during that time, so long as any and all problems with the VRI are documented in the log. The Auxiliary Aids and Services logs shall be maintained by the Assistive Device Point Person for the entire duration of this Agreement, and will be incorporated into the semi-annual Compliance Reports as described in section 15 of this Agreement. Respondent will implement the Auxiliary Aids and Services Log within thirty (30) calendar days of the effective date of this Agreement. Within thirty (30) calendar days of the effective date of this Agreement, Respondent will provide a copy of the Auxiliary Aids and Service Log to the Attorney General's Office, Civil Rights Division, c/o Daniel Nies, 2005 North Central Avenue, Phoenix, Arizona 85004 or by e-mail to daniel.nies@azag.gov.

7.6 Respondent will implement a grievance resolution mechanism for the investigation of disputes regarding Effective Communication with Patients. In particular:

7.6.1 Respondent will maintain records of all grievances regarding effective communication, whether oral or written, made to Respondent with Respondent's actions taken in response to each grievance.

7.6.2 At the time Respondent completes its assessment described in paragraphs 7.2 and 7.3 and advises the Patient of its determination regarding any request for reasonable accommodation, Effective Communication or, Respondent will

notify the Patient of Respondent's grievance resolution mechanism, how to file a grievance, and their right to receive a written response to the grievance.

7.6.3 A written response to any grievance shall be completed within thirty (30) days of receipt.

7.6.4 Copies of all grievances related to provision of services for Patients and the Respondent's responses thereto will be provided to the Assistive Device Point Person and maintained by Respondent's Patient Relations Department for the entire duration of this Agreement.

7.7 All appropriate Auxiliary Aids and Services required by this Agreement will be provided free of charge.

8. TIMELY PROVISION OF AUXILIARY AIDS AND SERVICES

8.1 Non-scheduled Qualified Interpreter Requests: A "non-scheduled interpreter request" means a request for an interpreter made by a Patient less than four (4) hours before the Patient's appearance at Respondent's facility for examination or treatment. For non-scheduled Qualified Interpreter requests, Hospital Personnel will complete the assessment described in paragraphs 7.2 and 7.3 above.

8.1.1 A Qualified Interpreter (via VRI) will be provided as soon as practicable, but no more than 30 minutes from the time Respondent completes the assessment absent exigent circumstances affecting patient care which may extend the time for providing such service.

8.1.2 In the event that an on-site Qualified Interpreter is required, an interpreter will be provided as soon as practicable pursuant to the assessment or at such time that Respondent knows or should reasonably know that a live interpreter is

necessary for effective communication, but no more than four (4) hours from the time it becomes clear that a live interpreter is necessary for effective communication.

As described below in paragraph 8.1.6, Respondent will document the in-person Qualified Interpreter service's response time, including the time of contact and the time of arrival. Deviations from this response time will be addressed with the interpreting service provider. If no Qualified Interpreter can be located, Hospital Personnel will:

- 8.1.3 Exert reasonable efforts, which shall be deemed to require no fewer than four (4) telephone inquiries and/or emails and/or text messages unless exceptional circumstances intervene, to contact any Qualified Interpreters or interpreting agencies already contracted with the Hospital and request their services;
- 8.1.4 Inform the Assistive Device Point Person of the efforts made to locate an interpreter and solicit assistance in locating an interpreter;
- 8.1.5 Inform the Patient of the efforts taken to secure a Qualified Interpreter and that the efforts have failed, and follow up on reasonable suggestions for alternate sources of Qualified Interpreters, such as contacting a Qualified Interpreter known to that person; and
- 8.1.6 Document all of the above efforts.

8.2 Scheduled Interpreter Requests: A "scheduled interpreter request" is a request for an interpreter made four (4) or more hours before the services of the interpreter are required. For scheduled interpreter requests, Respondent's Hospital Personnel will complete the assessment described in paragraphs 7.2 and 7.3 above in advance, and, when a Qualified Interpreter is appropriate, Respondent will make a Qualified Interpreter available at the time of the scheduled appointment. If a Qualified Interpreter fails to arrive for the scheduled appointment, upon notice

that the Qualified Interpreter failed to arrive, Respondent will immediately call the interpreter service for another Qualified Interpreter and comply with the timeframes set forth in paragraph 8.1 above.

8.3 Respondent will monitor and document in the Auxiliary Aids and Services Log, described in paragraph 7.5, the response time of each Qualified Interpreter service it uses to provide communication to Patients through its established process of monitoring outside vendors. Respondent will document and investigate, per the grievance process identified in paragraph 7.6, any grievances by the Patients regarding the quality and/or effectiveness of services provided by the interpreter service.

9. VIDEO REMOTE INTERPRETING (“VRI”)

VRI shall not be used when it is not effective, for example, due to: (1) a Patient’s limited ability to move his or her head, hands or arms; vision or cognitive issues; or significant pain; (2) space limitations in the room; (3) the complexity of the medical issue(s); (4) the video remote interpreting services fails to meet all requirements for VRI as included in the definition section of this Agreement; or (5) any other time when there are indicators that VRI is not providing Effective Communication. Whenever, based on the circumstances, VRI does not provide Effective Communication after it has been provided or is not available, VRI shall not be used as a substitute for an on-site Qualified Interpreter except in an emergent situation and only during such emergency, and an on-site Qualified Interpreter shall be requested by Respondent’s Hospital Personnel and provided. The on-site Qualified Interpreter shall be requested and provided in a timely manner as required by paragraphs 8.1 and 8.2 of this Agreement; the applicable time periods begin when it becomes evident to Respondent’s Hospital Personnel that VRI cannot provide Effective Communication.

10. OTHER PROVISIONS REGARDING EFFECTIVE COMMUNICATION

10.1 As soon as Respondent's Hospital Personnel have determined that a Qualified Interpreter is necessary for Effective Communication with a Patient, Respondent will inform the Patient of the current status of efforts being taken to secure a Qualified Interpreter on their behalf. Respondent will provide additional updates to the Patient as necessary until a Qualified Interpreter is secured. Notification of efforts to secure a Qualified Interpreter does not lessen Respondent's obligation to provide Qualified Interpreters in a timely manner as required by paragraphs 8.1 and 8.2 of this Agreement.

10.2 Respondent agrees that between the time a Qualified Interpreter is requested and the time a Qualified Interpreter is provided, Hospital Personnel will attempt Effective Communication with the Patient 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. This provision in no way lessens Respondent's obligation to provide Qualified Interpreters in a timely manner as required by paragraphs 8.1 and 8.2 of this Agreement.

11. POSTING

11.1 Within thirty (30) calendar days of the effective date of this Agreement, Respondent shall post and maintain signs of conspicuous size and print at all Respondent's admitting stations and wherever a Patient's Bill of Rights is required by law to be posted notifying the public of the availability of Auxiliary Aids and Services and their related rights. These signs will include the international symbol for "ASL interpreter."

11.2 Within ten (10) calendar days of the posting described in paragraph 11.1 above, Respondent will provide picture of each posted sign to the Attorney General's Office, Civil Rights Division, c/o Daniel Nies, 2005 North Central Avenue, Phoenix, Arizona 85004 or by e-mail to daniel.nies@azag.gov.

12. WRITTEN POLICY AND PROCEDURE UPDATES

12.1 Within thirty (30) calendar days of the effective date of this Agreement, Respondent will revise its written Policies and Procedures for providing effective communication with Patients to incorporate and comply with the terms of this Agreement and the requirements of the Arizonans with Disabilities Act and Americans with Disabilities Act.

12.2 Respondent shall provide a draft of the proposed written Policies and Procedures required in paragraph 12.1 to the Division within thirty (30) days of the effective date of this Agreement. The Division shall review to confirm that the obligations set forth in paragraph 12.1 and this Agreement are contained within the Policies and Procedures and will submit any comments in writing by email to Respondent's counsel within fourteen (14) calendar days of receipt of the draft. Respondent shall submit the draft proposed written Policies and Procedures to the Attorney General's Office, Civil Rights Division, c/o Daniel Nies, 2005 North Central Avenue, Phoenix, Arizona 85004 or by e-mail to daniel.nies@azag.gov.

12.3 Within fourteen (14) calendar days from receipt of the email described in paragraph 12.2 containing the Division's comments, Respondent will incorporate the Division's revisions to meet the minimum requirements set forth in paragraph 12.1 and this Agreement. Respondent will submit an email to the Division affirming that the Division's revisions have been incorporated into its Policies and Procedures, along with a copy of the revised finalized Policies and Procedures. Respondent shall submit the final written Policies and Procedures to the Attorney General's Office, Civil Rights Division, c/o Daniel Nies, 2005 North Central Avenue, Phoenix, Arizona 85004 or by e-mail to daniel.nies@azag.gov.

13. NOTICE OF POLICIES AND PROCEDURES TO RESPONDENT'S EMPLOYEES

13.1 Within ninety (90) calendar days of the effective date of this Agreement Respondent's Policies and Procedures for providing Effective Communication with Patients, as

outlined in paragraphs 12.1 through 12.3 of this Agreement, will be disseminated to all Respondent's Hospital Personnel and Active Members of the Hospital Medical Staff. The Policies and Procedures will also be provided to all newly hired Hospital Personnel and Active Members of the Hospital Medical Staff upon their affiliation or employment with Respondent.

13.2 Within ten (10) calendar days of completing dissemination of its revised Policies and Procedures for providing Effective Communication with Patients as contained in this Agreement, Respondent will provide attestation of dissemination of its revised Policies and Procedures to the Attorney General's Office, Civil Rights Division, c/o Daniel Nies, 2005 North Central Avenue, Phoenix, Arizona 85004 or by e-mail to daniel.nies@azag.gov.

13.3 Each new employee hired by Respondent after the effective date of this Agreement shall receive a copy of the revised Policies and Procedures for providing Effective Communication with Patients as outlined in this Agreement and receive training pursuant to section 14 of the Agreement.

14. TRAINING

14.1 Within one hundred and twenty (120) calendar days of the effective date of this Agreement, Respondent agrees that each of its Supervisors, Managers, Directors, Administrative Coordinators, Charge Nurses, Assistive Device Point Person(s) and their Designees, Patient Relations Department Employees, and Patient Registration employees (collectively, "Patient Care Controllers") shall receive training regarding Respondent's policies for providing appropriate Auxiliary Aids and Services that are necessary for Effective Communication as outlined in this Agreement. The training will also address requirements of the Arizonans with Disabilities Act and Americans with Disabilities Act. Respondent will similarly train all new Patient Care Controllers within sixty (60) days of starting in such position.

14.2 The training will address the needs of Patients and will include the following objectives: (a) how to promptly identify communication needs of Patients, including when an in-person Qualified Interpreter is necessary and when VRI or other Auxiliary Aids and Services are appropriate and effective; (b) how to secure Qualified Interpreter services and VRI services as quickly as possible; (c) how and when to use VRI services; (d) how to troubleshoot VRI issues should they arise; (e) examples of circumstances where VRI does not provide Effective Communication; (f) how to use, when appropriate, flash cards and/or pictographs in conjunction with any other available means of communication that will augment the effectiveness of the communication; and (g) the requirements of this Agreement, the Americans with Disabilities Act, and the Arizonans with Disabilities Act.

14.3 Such training may be completed through the remote Learning Management System that Respondent utilizes for training all Hospital Personnel. A Qualified Trainer shall conduct the training. For purposes of this Agreement, a Qualified Trainer is a person, persons, or agency that is knowledgeable about the legal requirements under state and federal disability laws and was not one of Respondent's employees involved in the acts alleged as discriminatory by the Complainant. The training shall consist of at least one (1) hour of instruction. If there are costs associated with training, Respondent shall pay those costs.

14.4 Within ten (10) days of the completion of the training for all Patient Care Controllers who are not on extended leaves of absence, Respondent agrees to provide written notice to the Division that it has complied with the terms of this section 14. Respondent agrees that the written notice will contain at a minimum the following: (1) confirmation that the training occurred; (2) the date, time and location of which may be included in a detailed agenda for the training; (3) a list of the names and positions of those persons who attended the training(s); and (4) a plan to train new Patient Care Controllers in the future. Respondent may satisfy the requirement of identifying the attendees by attaching a copy of a registration list that includes

the printed name and position of the person registering his/her attendance. Respondent will send the written notice confirming training to the Attorney General's Office, Civil Rights Division, c/o Daniel Nies, 2005 North Central Avenue, Phoenix, Arizona 85004 or by e-mail to daniel.nies@azag.gov.

15. MONITORING AND ENFORCEMENT OF THIS AGREEMENT

15.1 Within one hundred and twenty days (120) of the effective date of this Agreement, Respondent will make an initial written report to the Division outlining its compliance with this Agreement, including supplying documentation that demonstrates Respondent's compliance with this Agreement. Respondent will report the following to the Division every six months after the initial report for the duration of this Agreement:

- 15.1.1 A specific acknowledgment that Respondent has, for the reporting period, complied with the requirements of this Agreement;
- 15.1.2 A copy of any updates or revisions to Respondent's Policies and Procedures for providing Effective Communication with Patients;
- 15.1.3 A confirmation that Respondent provided a copy of Respondent's Policies and Procedures for providing Effective Communication with Patients to any new Hospital Personnel hired during the reporting period; and
- 15.1.4 Notification of any lawsuits, charges or complaints with any governmental agencies alleging that Respondent engaged in unlawful disability discrimination, which includes at a minimum a description of the nature of the allegation(s), the names of any individuals bringing the allegation(s), and a copy of the charge, complaint, or lawsuit.

15.2 The Parties agree that the Division has the right to make reasonable inquiry and investigation regarding compliance with this Agreement. The Division further has the right to enforce the Agreement through all available means, including but not limited to, litigation in any court with jurisdiction should Respondent fail to comply with any of the terms of this Agreement.

16. TERM AND SURVIVAL

16.1 Provided Respondent has timely complied with all obligations set forth in this Agreement, the duration of this Agreement will be two (2) years from the effective date. After expiration or termination of this Agreement, Respondent will continue to comply with the Americans with Disabilities Act, the Arizonans with Disabilities Act, the Arizona Civil Rights Act, and all other applicable laws and regulations regarding accessible communication for individuals with disabilities.

17. GENERAL PROVISIONS

17.1 The Agreement constitutes the entire agreement between the Parties. The Agreement may be executed in two or more counterparts, each of which will be deemed an original. Facsimiles and pdf versions of this signed Agreement shall be deemed to be originals.

17.2 The Parties agree to be bound by this Agreement and to not contest whether it was validly entered into in any subsequent proceeding to implement or enforce its terms.

17.3 Nothing contained in this Agreement shall be construed to preclude the Division or Neal from bringing a lawsuit to enforce this Agreement in the event that Respondent fails to perform the promises contained herein.

17.4 Nothing in this Agreement shall be construed to limit or reduce Respondent's obligation to comply with the AzDA.

17.5 This Agreement does not affect the Division's right to bring, investigate, or litigate any other complaints that may be in existence or may arise against Respondent.

17.6 The Agreement will become effective when it has been reviewed and signed by a Division representative. The Division representative will be the last party to sign the Agreement.

17.7 Neal and Respondent agree to pay their own attorneys' fees and costs, if any, and any and all other fees and costs relating to Case No. CRD-2020-0350 and this Agreement.

17.8 Neal and Respondent represent that they have read this Agreement in its entirety, have had an opportunity to consult with counsel of their choice, are satisfied that they understand and agree to all of its provisions, and have freely signed the Agreement without coercion.

17.9 Each party entering into this Agreement hereby represents and warrants that it has the capacity and authority to do so, and that no third party has rights that could affect the validity or legality of this Agreement.

17.10 Any signatory to this Agreement affirmatively asserts that he or she is authorized to bind that party to this Agreement.

17.11 This Agreement will be binding on the heirs, assigns, successors, successors-in-interest, receivers, trustees in bankruptcy, and personal representatives of Respondent. Respondent has a duty to inform any successor in interest of the obligations of this Agreement.

17.12 If any provision of this Agreement is declared illegal, unenforceable, or ineffective by a legal forum or by operation of law, this provision shall be deemed severable, such that all other provisions of the Agreement shall remain valid and binding on the Parties.

17.13 Failure of any party to seek enforcement of this Agreement pursuant to its terms with respect to any provision or instance shall not be construed as a waiver of such enforcement with regard to that provision or to the entirety of the Agreement.

17.14 This Agreement does not limit Respondent's continuing duty to comply with the Arizona Civil Rights Act and AzDA.

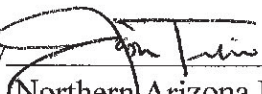
17.15 This Agreement may be made public if the Attorney General determines that disclosure is required to further the purposes of the Arizona Civil Rights Act, including AzDA.

Date

6/24/21

Date

By _____
Rufus Neal
Complainant

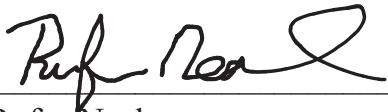
By  _____
Northern Arizona Healthcare Corp. o/b/o its
affiliate Flagstaff Medical Center
Joshua Tinkle, Chief Operating Officer
Respondent

17.14 This Agreement does not limit Respondent's continuing duty to comply with the Arizona Civil Rights Act and AzDA.

17.15 This Agreement may be made public if the Attorney General determines that disclosure is required to further the purposes of the Arizona Civil Rights Act, including AzDA.

6/17/2021

Date

By 


Rufus Neal
Complainant

Date

By _____
Northern Arizona Healthcare Corp. o/b/o its
affiliate Flagstaff Medical Center
Joshua Tinkle, Chief Operating Officer
Respondent

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL CIVIL
RIGHTS DIVISION

Date 6/25/2021

By 
Daniel Nies
Assistant Attorney General
2005 North Central Avenue
Phoenix, Arizona 85004

Executed copy mailed/mailed
this 25 day of June, 2021 to:

Rufus Neal
612 W Hopi Drive, #122
Holbrook, AZ 86025
Complainant

Northern Arizona Healthcare
Corp. o/b/o its affiliate Flagstaff Medical Center
c/o Colleen Maring, Esq.
Northern Arizona Healthcare Corp.
1200 N. Beaver Street
Flagstaff, AZ 86001
Respondent

By Annette Sexton-Ruiz