

## **SETTLEMENT AGREEMENT AND GENERAL RELEASES**

This Settlement Agreement and General Releases (the “Agreement”) is made by and between **BRONX INDEPENDENT LIVING SERVICES, INC. a nonprofit organization** (“BILS”), **ANTONIA AYALA, RODOLFO DIAZ and BRETT EISENBERG** (“Individual Plaintiffs” and, collectively with BILS, the “Plaintiffs”) and **UNION COMMUNITY HEALTH CENTER, INC.** (“UCHC”) and **ST. BARNABAS HOSPITAL, d/b/a SBH Health System** (“St. Barnabas,” and collectively, with UCHC, the “Defendants”). Plaintiffs and Defendants are each Parties to this Agreement and shall be referred to, collectively, as the “Parties.”

### **RECITALS**

**WHEREAS**, Plaintiffs filed a complaint dated July 29, 2015 against Defendants in the United States District Court for the Southern District of New York (the “Lawsuit”) alleging that Defendants, *inter alia*, violated Title III of the Americans with Disabilities Act, the New York Human Rights Law, and the New York City Human Rights Law (the “Statutes”) in connection with certain healthcare services allegedly sought by the Individual Plaintiffs at the healthcare facility operated by UCHC (the “Facility”) which UCHC operates within the premises located at 2021 Grand Concourse, Bronx, New York (the “Premises”); and

**WHEREAS**, UCHC denies violating the Statutes and denies that it has any obligations with respect to the Premises’ common areas; and

**WHEREAS**, St. Barnabas denies that it owns, operates, or controls the Facility operated by UCHC within the Premises; denies that it has any obligations with respect to the Premises’ common areas; denies violating the Statutes; and maintains it was an improper party to this Lawsuit; and

**WHEREAS**, the undersigned Parties desire to avoid the necessity, risks and expenses attendant to litigation or other legal proceedings related to the Lawsuit. Accordingly, and in full satisfaction of all claims that the Parties had, have or may have, whether asserted or unasserted, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals: The Parties agree that the above recitals are true and correct, and form a part of this Agreement.

2. Obligations of UCHC:

(a) UCHC shall complete all items listed on the status chart annexed hereto as Exhibit A (the “Architectural Status Chart”) under the title headings “Work in Progress,” “Requiring Major Expense Outlay,” within six (6) months of the Parties’ mutual execution of this Agreement. UCHC further agrees to provide Plaintiffs, through their counsel, Disability Rights Advocates, written confirmation that items listed under the above-referenced headings have been completed within five (5) business days of the completion of the final modification. All items listed under those headings shall be completed in accordance with requirements codified in the Statutes, as well as the requirements of The Americans with Disabilities Act Access Guidelines (Appendix A to 28 C.F.R. Part 36); N.Y.C. Administrative Code Section 8-101, *et seq.*; and the New York State and New York City building codes.

(b) Accessible Medical Equipment: To the extent it has not already done so at the time of the Agreement’s execution, UCHC shall purchase and make available in the Facility five accessible examination tables with stirrups as detailed in item 17.1 of Exhibit A; decals with

the International Symbol of Accessibility for each room with an accessible examination table or chair; and two transfer boards and gait belts with handles.

(c) Review of completed work by Dr. Joel Ziev of Partners for Access: Within one month of Plaintiffs' receipt of UCHC's notice of the completion of work identified in Paragraph 2(a) and (b), the parties shall utilize Dr. Joel Ziev of Partners for Access to review completed work and equipment required by this Agreement (as set forth in the Architectural Status Chart) and identify any area of non-compliance with the requirements of the statutes described in Paragraph 2(a). UCHC shall have sixty (60) days to remedy any such non-compliance identified by Dr. Ziev that Plaintiffs and UCHC agree in writing requires further modification. To the extent UCHC disagrees with the findings of Dr. Ziev, UCHC shall notify Plaintiffs and the Parties shall engage in dispute resolution pursuant to Paragraph 5 of this Agreement.

(d) UCHC shall adopt and implement all policies and procedures annexed to this Agreement as Exhibit B within three (3) months of the Parties' mutual execution of this Agreement and shall continue to implement all such policies and procedures through the term of this Agreement.

(e) UCHC shall train all relevant physicians and staff with regular anticipated patient contact and/or direct obligations under the policies mentioned herein Paragraph 2(d) with regard to implementation and/or application of the policies and procedures in Exhibit B upon hire and at least annually thereafter. UCHC also shall train all relevant physicians and staff with regard to proper set-up and use of all accessible medical equipment described in paragraph 2(b) upon hire and at least annually thereafter. One year after the Effective Date of the Agreement,

UCHC shall submit to Plaintiffs a certification of the training that it conducts pursuant to this paragraph.

(f) Pursuant to the details set forth in the Architectural Status Chart, UCHC shall provide an accessible entrance to the Premises.

█ [REDACTED]

█ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

█ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED]

[REDACTED]

[REDACTED]

█ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. Obligations of Plaintiffs:

(a) Plaintiffs shall file the Stipulation of Discontinuance With Prejudice attached to the Agreement as Exhibit C, subject to the Court retaining jurisdiction for enforcement purposes (except paragraphs 3 and 7) and for purposes of dispute resolution pursuant to paragraph 5, discontinuing the Lawsuit against Defendants within fifteen (15) business days of the Parties' mutual execution of this Agreement.

5. Dispute Resolution: If a Party contends there is a dispute related to and/or arising from the performance of the terms of this Agreement, during the term of the Agreement such dispute shall be resolved as follows:

(a) Notice: Counsel for the Party raising the dispute must provide notice to the other Parties specifying in writing any perceived non-compliance with the terms of the Agreement within ten (10) business days of the Party raising the dispute first becoming aware of the underlying issues ("Notice of Dispute").

(b) Meet and Confer: Within thirty (30) calendar days after receipt of the Notice of Dispute, Counsel for the parties will meet and confer in an effort to reach a mutually satisfactory resolution of the dispute.

(c) Mediation: If the meet and confer does not lead to a resolution of the dispute, then, within thirty (30) days after the Parties meet and confer, any Party may request that

the parties bring the dispute before a mutually agreed upon neutral mediator at JAMS in Manhattan, New York to see if a resolution can be reached. Absent the written consent of all Parties, no application for further relief can be made to the Court or any other tribunal without the Parties first engaging in mediation.

(d) Application for Further Relief: If neither the meet-and-confer nor the mediation lead to a resolution of the dispute, then, no sooner than fifteen (15) business days after providing the other parties with written notice of an intent to terminate the mediation process, any party may apply to the Court for further relief with respect to the dispute to the extent it involves compliance with this Agreement (except paragraphs 3 and 7). The parties acknowledge the Court retains jurisdiction over relief as appropriate.

6. General Releases:

(a) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Plaintiffs, for themselves, their administrators, representatives, executors, successors and assigns, and each of their past and present officers, directors, partners, owners, members, supervisors, employees, affiliates, agents and attorneys, including, without limitation, any and all persons acting by, through, under or in concert with any of them (collectively, "Plaintiff Releasers"), do hereby irrevocably and unconditionally release, acquit and forever discharge UCHC and each of UCHC's past and present officers, directors, partners, owners, members, supervisors, employees, affiliates, agents and attorneys, including without limitation, any and all persons acting by, through, under or in concert with any of them (collectively, "UCHC Releasees"), and each of them from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, remedies, actions,

causes of action, suits, rights, demands, losses, debts regarding disability access at the Premises and/or the Facility of any nature whatsoever, known or unknown, whether in law or equity, including Claims arising under the United States, the Statutes, local or other governmental codes and/or statutes and/or State laws, Constitutions, common law, and/or claims arising out of the allegations contained in the Complaint which Plaintiff Releasors may have against each or any of the UCHC Releasees, which Claims arose on or before the date UCHC executes this Agreement, EXCEPT that Plaintiff Releasors do not release any claim to enforce the terms of this Agreement.

(b) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Plaintiffs, for themselves, their administrators, representatives, executors, successors and assigns, and each of their past and present officers, directors, partners, owners, members, supervisors, employees, affiliates, agents and attorneys, including, without limitation, any and all persons acting by, through, under or in concert with any of them (collectively, "Plaintiff Releasors"), do hereby irrevocably and unconditionally release, acquit and forever discharge St. Barnabas and each of St. Barnabas' past and present officers, directors, partners, owners, members, trustees, supervisors, employees, affiliates, agents and attorneys, including without limitation, any and all persons acting by, through, under or in concert with any of them (collectively, "St. Barnabas Releasees"), and each of them from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, remedies, actions, causes of action, suits, rights, demands, losses, debts regarding disability access at the Premises and/or the Facility of any nature whatsoever, known or unknown, whether in law or equity, including Claims arising under the United States, the Statutes, local or other governmental codes and/or statutes and/or State laws, Constitutions, common law, and/or claims

arising out of the allegations contained in the Complaint which Plaintiff Releasors may have against each or any of the St. Barnabas Releasees, which Claims arose on or before the date St. Barnabas executes this Agreement, EXCEPT that Plaintiff Releasors do not release any claim to enforce the terms of this Agreement.

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

8. Permits & Consents: UCHC’s obligations set forth in this Agreement are subject to, and contingent upon, obtaining all necessary permits, consents, and approvals from local building departments and/or other relevant governmental authorities, including, but not limited to, fire officials and planning commissions.

(a) UCHC will make a good faith effort to obtain the necessary permits, consents, and/or approvals. However, if such permits, consents, and/or approvals are denied to UCHC for the Facility, those alterations or modifications specifically requiring the denied permit(s), consent, and/or approval need not be made, however, UCHC shall make all other alterations and/or modification to the Facility required by this Agreement which do not require the denied permit(s), consent, and/or approval, or for which the necessary permit(s), consent, and/or approval is obtained.

(b) If UCHC is unable to obtain such permit(s), consent, and/or approval for the Facility despite its good faith efforts, UCHC’s counsel shall notify Plaintiffs’ counsel, by

certified mail and/or electronic mail, of each such denial within forty-five (45) days of the denial, and shall, at the same time, provide Plaintiffs' counsel with sufficient evidence necessary to support each such denial or UCHC's inability to obtain permit(s), approval, and/or consent.

(c) The Parties agree that any delays in making the alterations/modifications to the Facility, as provided for in Exhibit A, caused by state, city, and/or county building officials, inspectors, or permitting departments shall not be deemed to violate the compliance dates contained within this Agreement, provided any such delays do not result from UCHC's failure to take appropriate actions.

(d) If at any time while making the modifications required by Paragraphs 2(a) and 3(b) above (as set forth in the Architectural Status Chart attached as Exhibit A), UCHC identifies new information that calls into question the technical feasibility of an identified modification required by the Agreement, the parties shall utilize the dispute resolution process set forth above in Paragraph 5 to determine what, if any, revisions are necessary to the Architectural Status Chart and/or the time period for completing the modifications set forth above in Paragraph 2(a) above, or if the identified modification is no longer feasible.

9. Force De Majeure: Failure of the Defendants to perform any action required by this Agreement shall not subject them to any liability or remedy for damages or otherwise, or constitute a breach of this Agreement, if such failure is occasioned in whole or in part by an act of God, fires, accidents, hurricanes, earthquakes, explosions, floods, wars, terrorism, labor disputes or shortages, riots or sabotage, or any similar circumstance beyond Defendants' reasonable control.

10. No Admission of Liability: This Agreement does not constitute an admission of liability, wrongdoing, or unlawful conduct by any of the Parties, and it is expressly understood and agreed that this Agreement is entered into solely for the mutual convenience of the Parties.

11. Attorneys' Fees and Costs: UCHC shall pay Plaintiffs attorneys' fees and costs associated with the Lawsuit in an amount to be separately negotiated between UCHC and Plaintiff, which amount shall be payable within ninety (90) days of all Parties' mutual execution of this Agreement. Plaintiffs hereby release any claims for attorneys' fees, costs and expenses (including expert's costs and expenses) in connection with this Lawsuit.

12. Admissibility of Agreement: This Agreement shall only be admissible in an action or proceeding, or before any governmental or judicial body, when necessary to enforce the terms of this Agreement, or as otherwise required by law.

13. Severability: In the event that any portion of the Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect, and such invalid or unenforceable provision shall automatically be deemed rewritten to the minimal extent necessary to eliminate such invalidity or unenforceability.

14. Representation by Counsel: The Parties acknowledge that they have retained legal counsel to review this Agreement, and have consulted said counsel concerning the terms and conditions of the Agreement. The Parties further acknowledge that they have read and fully understand each and every term of this Agreement and the consequences thereby, and knowingly and voluntarily enter into this Agreement. The Parties represent and warrant that they possess the legal and mental capacity to understand and enter into this Agreement on behalf of

themselves, and knowingly and forever waive and relinquish any right or claim whatsoever to directly or collaterally attack the validity of the Agreement on any grounds, including, but not limited to, unconscionability, duress, coercion, lack of adequate legal representation, physical or mental or legal incapacity, incompetence, or any claim of counsel's conflict of interest.

15. Binding Effect: This Agreement shall be binding upon, and inure to the benefit of the Parties, their respective heirs, executors, representatives, successors, and assigns.

16. Notices: Unless otherwise specified in this Agreement, any and all written notices that are required and/or requested herein shall be forwarded by certified mail, return receipt requested, to:

**Bronx Independent Living Services, Inc. & The Individual Defendants**

c/o Christina Brandt-Young, Esq.  
Disability Rights Advocates  
675 Third Avenue, Suite 2216  
New York, New York 10017

**Union Community Health Center, Inc.**

c/o Justin M. Vogel, Esq.  
Garfunkel Wild, P.C.  
111 Great Neck Road, Sixth Floor  
Great Neck, New York, 11021

**St. Barnabas Hospital**

c/o Joshua A. Stein, Esq.  
Epstein, Becker, Green  
250 Park Avenue  
New York, New York 10177

The Parties may designate in writing alternate addresses for any notices to be provided.

17. Non-Waiver: The delay or failure to enforce or seek enforcement of any right under this Agreement shall not constitute or be construed as: (a) a waiver of such rights or any

other rights; (b) a waiver of any remedy to enforce such rights or any other rights; or (c) acquiescence in any default.

18. Governed By New York Law: This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of New York. The Parties consent to have any dispute arising out of this Agreement, its validity, or interpretation brought before the United States District Court for the Southern District of New York, subject to the dispute resolution sections contained herein in Paragraph 5 above, unless the Parties mutually agree otherwise.

19. Jointly Drafted: This Agreement shall be deemed to have been drafted by all of the Parties, and the principle of construing a document against the Party that drafted it shall have no application to this Agreement.

20. Attorneys' Fees: In the event that any Party brings litigation to enforce the terms of this Agreement, reasonable attorneys' fees and costs shall be awarded in accordance with applicable law.

21. Effective Date: This Agreement shall become effective upon the delivery of a fully executed copy of this Agreement or required counterparts to counsel for all Parties.

22. No Assignment: All parties represent that they shall not and have not heretofore assigned or transferred, or purported to assign or transfer to any person or entity, any claim or any portion thereof or interest therein relating to Defendants, and all parties agree to indemnify, defend and hold harmless any other parties to this Agreement and/or their owners, shareholders, directors, officers and senior level management against any and all disputes based on, arising out of, or in connection with any such transfer or assignment of any claims or interest therein.

23. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all prior agreements and understanding between the Parties, and may not be modified except in writing signed by both Parties.

24. Counterparts: This Agreement may be executed in counterparts, and together they shall be valid to prove the Agreement. Facsimile signatures shall be deemed as originals.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**BRONX INDEPENDENT LIVING SERVICES**

By: *Brett L. Eisenberg*  
Name: *Brett L. Eisenberg*  
Title: *Executive Director*

STATE OF NEW YORK )  
 )  
COUNTY OF BRONX ) ss.:

On August 29th of 2016, before me, personally came Brett Eisenberg, to me known, who, being by me duly sworn, did depose and say that s/he resides in the State of New York; that s/he is the Executive Director of Bronx Independent Living Services, the corporation described in and which executed the above instrument; and that s/he signed his name thereto by authority of the board of directors of said professional corporation

*Christina L. Brandt-Young*  
NOTARY PUBLIC

CHRISTINA L. BRANDT-YOUNG  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02BR6174363  
Qualified In New York County  
My Commission Expires September 17, 2019



*Rodolfo Diaz*

**RODOLFO DIAZ**

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF BRONX )  
 29th of

On the August, 2016, before me, the undersigned, personally appeared **Rodolfo Diaz**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

*Christina L. Brandt-Young*  
NOTARY PUBLIC

CHRISTINA L. BRANDT-YOUNG  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02BR6174363  
Qualified in New York County  
My Commission Expires September 17, 2019



**BRETT EISENBERG**

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF BRONX            )

On the 29<sup>th</sup> of August, 2016, before me, the undersigned, personally appeared **Brett Eisenberg**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

Christina L. Brandt-Young  
NOTARY PUBLIC

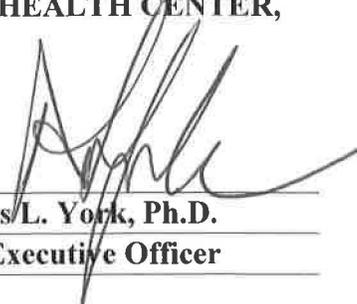
CHRISTINA L. BRANDT-YOUNG  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02BR6174363  
Qualified in New York County  
My Commission Expires September 17, 2019

**UNION COMMUNITY HEALTH CENTER,  
INC.**

By:

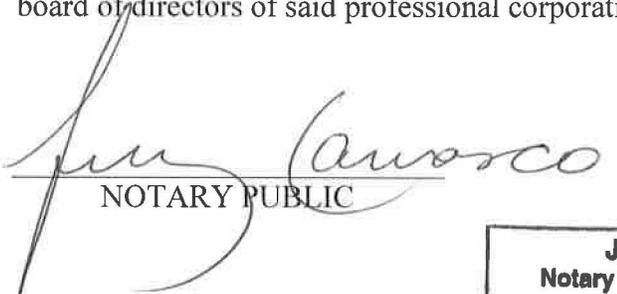
Name: Douglas L. York, Ph.D.

Title: Chief Executive Officer



STATE OF NEW YORK )  
COUNTY OF Bronx ) ss.:

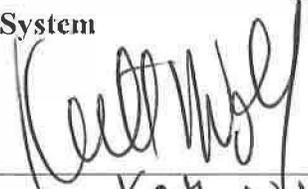
On August 31<sup>st</sup>, 2016, before me, personally came Douglas L. York, Ph.D., to me known, who, being by me duly sworn, did depose and say that he resides in the State of New York; that he is the **Chief Executive Officer** of **Union Community Health Center, Inc.**, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said professional corporation

  
NOTARY PUBLIC

**JUNY CARRASCO**  
Notary Public, State of New York  
No. 01CA6248643  
Qualified in Bronx County  
Commission Expires September 19, 2019

ST. BARNABAS HOSPITAL d/b/a  
SBH Health System

By:



Name:

Keith Wolf

Title:

Senior Vice President

STATE OF NEW YORK )

COUNTY OF New York )

ss.:

On September 2, 2016, before me, personally came Keith Wolf, to me known, who, being by me duly sworn, did depose and say that s/he resides in the State of New York; that s/he is the ~~President & General Counsel~~ Sr. Vice President of ST. BARNABAS HOSPITAL d/b/a SBH Health System, the corporation described in and which executed the above instrument; and that s/he signed his name theret by ~~the~~ authority of the board of directors of said professional corporation.

  
NOTARY PUBLIC

ADRIANA STEFANIE KOSOVYCH  
Notary Public, State of New York  
No. 02KO6216875  
Qualified in New York County  
Commission Expires January 25, 2018

# EXHIBIT A

Union Community Health Center - 2021 Grand Concourse Physical Plan Improvements February 2016

Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
<b>Main Entrance/ Lobby - 1.11</b>	The first entrance door is not provided with 32 inches of clear width. Only 31-1/4 inches of width was measured.			√	√	Provide an automatic door that simultaneously opens both leaves of the door
1.12	48 inches perpendicular to the doorway is not provided at the first entrance door due to the angled wall of the vestibule.			√	√	
1.14	A smooth surface does not extend 10 inches from the finish floor at the first entrance door. Only 4-3/4 inches from the finish floor surface was measured as smooth				√	Provides a smooth surface within 10 inches of the finish floor or ground measured vertically on the push side of the first entrance doors. Ensure the smooth surface extends the full width of the doors.
1.15	The second entrance door is not provided with 32 inches of clear width. Only 31-1/4 inches was measured.				√	Provide an automatic door that simultaneously opens both leaves of the door.
1.17	A smooth surface does not extend 10 inches from the finish floor at the second entrance door. Only 4-3/8 inches from the finish floor surface was measured as smooth.				√	Main doorway Option 2.  Another option would be to designate the second entrance door, located approximately 30 feet south of the double leaf front door, as the dedicated Accessible Entrance to this building. This door also provides access to the lobby. This door will need to be available anytime the UCHC is open. Compliant door hardware will need to be installed. Directional signage with the ISD should be installed at the double door entrance and at the new accessible entrance.
1.18	The vestibule between the first and second entrance doors is only 52-1/2 inches wide due to the trash can.			√	√	
<b>Security Desk - 1.21</b>	The service counter is more than 36 inches above the finish floor. The counter was measured 43-3/8 inches above the finish floor.		√			New Service Counter will be ordered or adjusted to meet height specifications. - 2-3 months to complete

Union Community Health Center - 2021 Grand Concourse Physical Plan Improvements February 2016

Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
1.22	The waiting area does not provide sufficient space for a wheelchair to wait without being in the general circulation space. Note: the existing waiting room chairs are moveable.	√				Remove a few chairs to provide a space that is at least 30 inches wide and 48 inches deep.
1.23	The letter box is a protruding object which is hazardous to a person with a visual disability. The letter box projects 5-1/4 inches from the wall at 36-1/2 inches above the finish floor.				√	
<b>Behavioral Care Service Clinic and Rapid Care Clinic - 2.00</b>						
2.1	<b>Corridor to/from elevator/stairs lobby to the waiting area</b>					
<b>2nd Floor - 2.11</b>	18 inches parallel to the doorway beyond the latch is not provided at the door from the corridor to the elevator/stair lobby. Only 15 inches is provided.		√			Replace and relocate the door so that required maneuvering clearances are provided. Contractor chosen work to be included in the estimate
Waiting Room - 2.21	The door from the waiting room to the corridor to elevator stair lobby is not provided with 32 inches of clear width. Only 27 inches was measured.		√			Replace the door with a door that provides a clear width of 32 inches minimum. Ensure required maneuvering clearances are provided at the new door. Ensure the new door has accessible door hardware, such as lever type hardware. Door handle replaced, contractor chose work to be included in the estimate. 3-4 weeks
2.22	The waiting room does not provide sufficient space for a wheelchair to wait without being in the general circulation space. Note: the existing waiting room chairs are moveable.	√				Remove/ relocate a few chairs to provide a space that is at least 30 inches wide and 48 inches deep.
Isolation Room - 2.31	The handle at the door to the isolation room is not accessible as required. The handle has a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed

Union Community Health Center - 2021 Grand Concourse Physical Plan Improvements February 2016

Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
2.32	Signage is not provided at the inaccessible toilet room in the isolation room indicating the availability and location of an accessible toilet room. There is a sign in the elevator/stair lobby that provides general locations of accessible restrooms. This sign does not include the International Symbol of Accessibility.		√			In progress, signs ordered, installation 1 week
Triage Room - 2.41	The door to the triage room is not provided with 32 inches of clear width. Only 25 inches was measured.		√			Contrator chose, work included in the estimate 3-4 weeks to start
2.42	18 inches parallel to the doorway beyond the latch is not provided at the door from the triage room. Only 13 inches is provided.		√			Contrator chose, work included in the estimate 3-4 weeks to start
2.43	The handle at the door to the triage room is not accessible as required. The handle has a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed
2.44	The exam table in the triage room is not adjustable.	√				Completed
2.51	An accessible exam room is not provided in this area.	√				One accessible room is provided for this area
<b>2nd Floor Pediatric 3.00</b>						
<b>Waiting Area 3.11</b>	The service counter at the waiting room is more than 36 inches above the finish floor. The counter was measured 43 inches above the finish floor.		√			Contrator chosen, work included in the estimate. 3-4 weeks
3.12	The waiting room does not provide sufficient space for a wheelchair to wait without being in the general circulation space. Note: the existing waiting room chairs are moveable.	√				Remove/relocate a few chairs to provide a space that is at least 30 inches wide and 48 inches deep.

Union Community Health Center - 2021 Grand Concourse Physical Plan Improvements February 2016

Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
3.13	Signage is not provided at the inaccessible toilet room indicating the availability and location of an accessible toilet room. There is a sign in the elevator/stair lobby that provides general locations of accessible restrooms. This sign does not include the International Symbol of Accessibility.		√			In progress, signs ordered, installation 1 week.
Triage Room (labeled as "nurse station") - 3.21	The first door to the triage room is not provided with 32 inches of clear width. Only 30 inches was measured. This is a half swing door.	√				Completed
3.22	The second door to the triage room is not provided with 32 inches of clear width. Only 31 inches was measured.		√			Included in the estimate. 3-4 weeks
3.23	A clear floor space for use of the lavatory at the triage room is not provided. The clear floor space, and lavatory is obstructed by the furniture, equipment and other items.	√				Relocate the furniture, equipment and other items so that a 30 inch wide by 48 inch deep clear floor space can be provided at the lavatory.
3.24	The hot water and drain pipes under the lavatory at the triage room are not protected as required.	√				Completed
3.25	The exam table in the triage room is not adjustable.	√				Completed, accesible exam table available in this area
Exam Room - 3.31	An accessible exam room is not provided in this area.	√				Completed
3.32	The door between the secondary waiting room near the exam room of Doctor Wipanee Phupakdi and the elevator/stair lobby is not provided with 32 inches of clear width. Only 27 inches was measured. This is the recommended accessible route from the Pediatrics waiting room to the exam room of Doctor Wipanee Phupakdi (to be designated as accessible,		√			Included in the estimate. 3-4 weeks

Union Community Health Center - 2021 Grand Concourse Physical Plan Improvements February 2016

Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
3.33	The interior threshold at the door between the secondary waiting room near the exam room of Doctor Wipanee Phupakdi and the elevator/stair corridor is more than 1/4 inch vertical. A 1/2 inch vertical change in elevation was measured. This is the recommended accessible route from the Pediatrics waiting room to the exam room of Doctor Wipanee Phupakdi (to be designated as accessible).		√			Included in the estimate. 3-4 weeks
3.34	The exam table in the exam room of Doctor Wipanee Phupakdi is not adjustable.	√				Completed
3.35	A clear floor space for use of the lavatory at the exam room of Doctor Wipanee Phupakdi is not provided. The clear floor space, and lavatory is obstructed by the furniture, equipment and other items.	√				Relocate the furniture, equipment and other items so that a 30 inch wide by 48 inch deep clear floor space can be provided at the lavatory
3.36	The hot water and drain pipes under the lavatory at the exam room of Doctor Wipanee Phupakdi are not protected as required.	√				Completed
<b>4</b>	<b>General 2nd Floor</b>					
4.1	An accessible toilet room is not provided on this floor.		√			Signs will be available indicating accessible toilet room. 1 week
<b>3rd Floor</b>						
<b>5</b>	<b>Eye Clinic</b>					
5.1	<b>Corridor to/from the elevator/stair lobby to the waiting room</b>					
5.11	18 inches parallel to the doorway beyond the latch is not provided at the door from the corridor to the elevator/stair lobby. Only 15 inches is provided.		√			Included in the estimate. 3-4 weeks
5.2	<b>Waiting Room</b>					
5.21	The door to the waiting room is not provided with 32 inches of clear width. Only 26-1/2 inches was measured.		√			Included in the estimate. 3-4 weeks

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Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
5.22	18 inches parallel to the doorway beyond the latch is not provided at the door from the waiting room. Only 9 inches is provided due to the trash can.	√				Relocate the trash (and all items) so that 18 inches minimum is provided parallel to the doorway beyond the latch.
5.23	The handle at the door to the waiting room is not accessible as required. The handle has a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed
5.24	The waiting room does not provide sufficient space for a wheelchair to wait without being in the general circulation space. Note: the existing waiting room chairs are moveable.	√				Remove a few chairs to provide a space that is at least 30 inches wide and 48 inches deep.
5.25	Signage is not provided at the inaccessible toilet room indicating the availability and location of an accessible toilet room. The sign is located around the corner from the toilet room.		√			In progress, signs ordered, installation 1 week.
5.3	<b>Exam Room</b>					
5.31	An accessible exam room is not provided in this area.		√			Included in the estimate. 3-4 weeks.
6	<b>Credit Department Offices</b>					
6.1	Waiting Room					
6.11	The door to the waiting room is not provided with 32 inches of clear width. Only 26-1/2 inches was measured.		√			Included in the estimates. 3-4 weeks
6.12	The handle at the door to the waiting room is not accessible as required. The handle has a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed
6.13	The waiting room does not provide sufficient space for a wheelchair to wait without being in the general circulation space. Note: the existing waiting room chairs are moveable.	√				Remove a few chairs to provide a space that is at least 30 inches wide and 48 inches deep.

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Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
7	<b>OB/GYN Clinic</b>					
7.1	Waiting Room					
7.11	The service counter is more than 36 inches above the finish floor. The counter was measured 42-3/4 inches above the finish floor.		√			Included in the estimates. 3-4 weeks
7.12	The waiting room does not provide sufficient space for a wheelchair to wait without being in the general circulation space. Note: the existing waiting room chairs are moveable.	√				Remove a few chairs to provide a space that is at least 30 inches wide and 48 inches deep.
7.13	The suggestion box at the waiting room is more than 54 inches above the finish floor. The suggestion slot at the box was measured at 67 inches above the finish floor.	√				Completed
7.14	The brochures at the waiting room area are more than 54 inches above the finish floor and obstructed by chairs	√				Completed
7.15	The telephone is a protruding object which is hazardous to a person with a visual disability. The telephone projects 6-1/4 inches from the wall at 35-1/2 inches above the finish floor.		√			Public phone does not work, will contact phone company or owner to have it removed. Will have signs made indicating "if patient needs to use a phone, that one will be provided by our staff" 4-6 weeks to complete
7.16	The telephone at the waiting room has operable parts that are more than 54 inches above the finish floor. The volume controls and the coin slot are 55-1/2 inches above the finish floor.		√			Public phone does not work, will contact phone company or owner to have it removed. Will have signs made indicating "if patient needs to use a phone, that one will be provided by our staff"
7.17	18 inches parallel to the doorway beyond the latch is not provided at the door to the exam rooms (exam rooms 4, 5 and 6). Only 10 inches is provided due to the telephone.		√			Public phone does not work, will contact phone company or owner to have it removed. Will have signs made indicating "if patient needs to use a phone, that one will be provided by our staff"

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Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
7.18	The handle at the door to the exam rooms (exam rooms 4, 5 and 6) is not accessible as required. The handle has a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed
7.19	The door to the exam rooms (exam rooms 4, 5 and 6) is not provided with 32 inches of clear width. Only 26-1/2 inches was measured.		√			Included in the estimates. 3-4 weeks
7.2	18 inches parallel to the doorway beyond the latch is not provided at the door from the exam rooms (exam rooms 1, 2, 3 and triage). Only 8 inches is provided due to the copy machine	√				Relocate the copy machine (and all items) so that 18 inches minimum is provided parallel to the doorway beyond the latch. Completed
7.21	The handle at the door to the exam rooms (exam rooms 1, 2, 3 and triage) is not accessible as required. The handle has a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed
7.3	<b>Toilet Room</b>					
7.31	The sign at the designated accessible toilet room is not in the correct location as required. The sign is located on the door.	√				Completed
7.32	The center of the water closet at the designated accessible toilet room is not between 16 inches and 18 inches from the side wall. The centerline of the water closet was measured 15 inches from the side wall.					Work not feasible. Will required changing the entire plumbing in the building
7.33	The flush control of the water closet at the designated accessible toilet room is not on the open side of the fixture as required.					Work not feasible. Will required changing the entire plumbing in the building

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Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
7.34	The side wall grab bar at the designated accessible toilet room is not the correct length or located in the correct location. The side wall grab bar is only 36 inch long and located only 45 inches rom the rear wall.	√				Work completed 3/3/16
7.35	A vertical side wall grab bar is not provided at the designated accessible toilet room as required.	√				work completed 3/3/16
7.36	The toilet paper dispenser at the designated accessible toilet room is not located as required. The center line of the toilet paper dispenser is 54 inches from the rear wall (or 24 inches from the rim of the water closet).	√				Work completed 3/3/16
7.37	The hot water and drain pipes under the lavatory at the designated accessible toilet room are not protected as required.	√				Completed
7.38	The mirror above the lavatory at the designated accessible toilet room is more than 40 inches above the finish floor. The mirror was measured at 44-3/4 inches above the finish floor.	√				Completed
7.39	The paper towel dispenser at the designated accessible toilet room has operable parts that are more than 54 inches above the finish floor. The operable part of the dispenser was measured at 54-1/4 inches above the finish floor.	√				Work completed 3/3/16
7.4	<b>Exam Room</b>					
7.41	The sign at the designated accessible exam room is not in the correct location as required. The sign is located on the door. Note: This area contains the only vertically adjustable examination table in the entire facility.	√				Completed

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Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
7.42	The door to the designated accessible exam room is not provided with 32 inches of clear width. Only 27-1/2 inches was measured.		√			Included in the estimates. 3-4 weeks
7.43	The handle at the door to the designated accessible exam room is not accessible as required. The handle has a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed
7.44	The center of the lavatory at the designated accessible exam room is not 15 inches minimum from the side wall. The centerline of the lavatory is only 10-1/2 inches from the side wall.					Work not feasible. Will required changing the entire plumbing in the building
7.45	The hot water and drain pipes under the lavatory at the designated accessible exam room are not protected as required.	√				Completed
7.5	<b>Triage Room</b>					
7.51	18 inches parallel to the doorway beyond the latch is not provided at the door from the triage room. Only 3 inches is provided.		√			Included in the estimates. 3-4 weeks
7.52	60 inches perpendicular to the doorway is not provided at the door from the triage room. Only 37-1/2 inches is provided due to the chair.	√				Relocate the chair (and all items) so that 60 inches minimum is provided perpendicular to the doorway. Completed
7.53	The exam table in the triage room is not adjustable.	√				Completed
7.54	A clear floor space for use of the lavatory at the triage room is not provided. The clear floor space, and lavatory is obstructed by the furniture, equipment and other items.	√				Relocate the furniture, equipment and other items so that a 30 inch wide by 48 inch deep clear floor space can be provided at the lavatory.
7.55	The hot water and drain pipes under the lavatory at the triage room are not protected as required.	√				Completed
9	<b>Dental Clinic</b>					
9.1	Waiting Room					

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Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
9.11	The service counter is more than 36 inches above the finish floor. The counter was measured 42-1/2 inches above the finish floor.		√			Additional bids needed for costume cabinetry. 4-6 weeks
9.12	The waiting room does not provide sufficient space for a wheelchair to wait without being in the general circulation space. Note: the existing waiting room chairs are fixed and not moveable.	√				Note: the existing waiting room chairs are fixed and not moveable.
9.13	The door to the exam rooms is not provided with 32 inches of clear width. Only 29 inches was measured.		√			Included in the estimates. 3-4 weeks
9.14	The interior threshold at the door to the exam rooms is more than 1/4 inch vertical. A 1/2 inch vertical change in elevation was measured.		√			Included in the estimates. 3-4 weeks
9.15	Signage is not provided at the inaccessible toilet room near the exam rooms indicating the availability and location of an accessible toilet room.	√				Completed
9.16	The brochures at the waiting room are more than 54 inches above the finish floor	√				Completed
9.2	<b>Exam Room 5</b>					
9.21	An accessible exam room is not provided in this area	√				Designated exam room #5 as the accessible exam room in this area
9.22	18 inches parallel to the doorway beyond the latch is not provided at the door from exam room 5. Only 13 inches is provided due to the base cabinet and counter. A trash can also prohibits the door from opening a full 90 degrees.		√			Included in the estimates. 3-4 weeks
9.3	<b>Toilet Room</b>					
9.31	Signage is not provided at the inaccessible toilet room near the exam room indicating the availability and location of an accessible toilet room		√			Signs ordered, 1 week for installation.

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Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
10	<b>Administration Area</b>					
10.1	Toilet Room					
10.11	The handle at the door to the designated accessible toilet room is not accessible as required. The handle has a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed
10.12	The sign at the designated accessible exam room is not in the correct location as required. The sign is located on the door. Note: The location of this toilet room requires pressing a door button to gain access to the administrative area. There are no signs identifying the location of this toilet room or how to gain access.	√				Completed
10.13	The center of the water closet at the designated accessible toilet room is not between 16 inches and 18 inches from the side wall. The centerline of the water closet was measured 14-3/8 inches from the side wall. Furthermore, a trash can is in the required maneuvering clearance of the water closet.					Work not feasible. Will required changing the entire plumbing in the building
10.14	The flush control of the water closet at the designated accessible toilet room is not on the open side of the fixture as required.					Work not feasible. Will required changing the entire plumbing in the building
10.15	The side wall grab bar at the designated accessible toilet room is not the correct length or located in the correct location. The side wall grab bar is only 36 inch long and located only 46 inches rom the rear wall.	√				Job completed 3/2/16
10.16	A vertical side wall grab bar is not provided at the designated accessible toilet room as required.	√				Job completed 3/2/16

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Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
10.17	The toilet paper dispenser at the designated accessible toilet room is not located as required. The center line of the toilet paper dispenser is 34 inches from the rear wall (or 5 inches from the rim of the water closet).	√				Job completed 3/2/16
10.18	The center of the lavatory at the designated accessible toilet room is not 15 inches minimum from the side wall. The centerline of the lavatory is only 14-1/2 inches from the side wall.					Work not feasible. Will required changing the entire plumbing in the building
10.19	The hot water and drain pipes under the lavatory at the designated accessible toilet room are not protected as required.	√				Completed
10.2	The mirror above the lavatory at the designated accessible toilet room is more than 40 inches above the finish floor. The mirror was measured at 43-1/2 inches above the finish floor.	√				Completed 3/2/16
10.21	The paper towel dispenser at the designated accessible toilet room has operable parts that are more than 54 inches above the finish floor. The operable part of the dispenser was measured at 54-1/2 inches above the finish floor.	√				Completed 3/2/16
10.22	Signage is not provided at the inaccessible toilet room at the waiting area room indicating the availability and location of an accessible toilet room		√			In progress, signs ordered, installation 1 week
10.3	<b>Navigation Room (4th Floor administration area)</b>					
10.31	The navigation room is not fully accessible	√				Relocate desk and chairs to ensure there is a 60 inch turning space within the room with a 30 inch clear floor space for meeting with the navigator

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Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
10.32	The handle at the door to the designated accessible toilet room is not accessible as required. The handle has a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed
<b>5th Floor</b>						
12	<b>Medical Clinic (Door 503)</b>					
12.1	Waiting Room					
12.11	The door to the waiting rooms is not provided with 32 inches of clear width. Only 29 inches was measured.		√			Included in the estimates. 3-4 weeks
12.12	The handle at the door to the designated accessible toilet room is not accessible as required. The handle has a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed
12.13	The service counter is more than 36 inches above the finish floor. The counter was measured 44-1/8 inches above the finish floor.		√			Additional bids needed for costume cabinetry. 4-6 weeks
12.14	The waiting room does not provide sufficient space for a wheelchair to wait without being in the general circulation space. Note: the existing waiting room chairs are moveable.	√				Remove a few chairs to provide a space that is at least 30 inches wide and 48 inches deep.
12.15	The TV is a protruding object which is hazardous to a person with a visual disability. The TV projects 6 inches from the wall at 35-1/2 inches above the finish floor.	√				Completed
12.16	18 inches parallel to the doorway beyond the latch is not provided at the first door to the exam rooms. Only 4 inches is provided.		√			Included in the estimates. 3-4 weeks

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Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
12.17	The handle at the first door to the exam rooms is not accessible as required. The handle has a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed
12.18	18 inches parallel to the doorway beyond the latch is not provided at the second door to the exam rooms. Only 5-3/4 inches is provided.		√			Included in the estimates. 3-4 weeks
12.19	The handle at the second door to the exam rooms is not accessible as required. The handle has a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed
12.2	<b>Toilet Room</b>					
12.21	The designated accessible toilet room lacks a sign that depicts the International Symbol of Accessibility as required.	√				Completed
12.22	The sign at the designated accessible toilet room is not in the correct location as required. The sign is located on the door.	√				Completed. Additional signs were ordered to be installed in the accessible toilet room
12.23	The exterior threshold at the designated accessible toilet room is more than 1/4 inch vertical. A 5/8 inch vertical change in elevation was measured.		√			Included in the estimates. 3-4 weeks
12.24	The interior threshold at the designated accessible toilet room is more than 1/4 inch vertical. A 3/4 inch vertical change in elevation was measured.		√			Included in the estimates
12.25	The center of the water closet at the designated accessible toilet room is not between 16 inches and 18 inches from the side wall. The centerline of the water closet was measured 18-1/2 inches from the side wall. Furthermore, a trash can is in the required maneuvering clearance of the water closet.	√				Completed

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Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
12.26	The side wall grab bar at the designated accessible toilet room is not the correct length or located in the correct location. The side wall grab bar is only 36 inch long and located only 41-1/2 inches rom the rear wall.	√				Completed
12.27	A vertical side wall grab bar is not provided at the designated accessible toilet room as required.	√				Completed
12.28	The toilet paper dispenser at the designated accessible toilet room is not located as required. The center line of the toilet paper dispenser is 44 inches from the rear wall (or 14 inches from the rim of the water closet).	√				Completed
12.29	The lavatory at the designated accessible toilet room is more than 34 inches above the finish floor. The lavatory was measured 35-3/4 inches above the finish floor.		√			Included in the estimates
12.3	The hot water and drain pipes under the lavatory at the designated accessible exam room are not protected as required.	√				Completed
12.31	The mirror above the lavatory at the designated accessible toilet room is more than 40 inches above the finish floor. The mirror was measured at 51-3/4 inches above the finish floor.		√			Included in the estimates
12.32	The soap dispenser at the designated accessible toilet room (which is located overt the 23 inch deep lavatory countertop) has operable parts that are more than 44 inches above the finish floor. The soap dispenser is 50-3/4 inches above the finish floor.	√				Completed

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Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
12.33	The paper towel dispenser at the designated accessible toilet room has operable parts that are more than 54 inches above the finish floor. The operable part of the dispenser is 54-1/4 inches above the finish floor.	√				Completed
12.4	<b>Exam Room</b>					
12.41	An accessible exam room is not provided in this area.	√				One accessible room is assigned for this floor, some signs were installed.
12.5	<b>Triage Room</b>					
12.51	18 inches parallel to the doorway beyond the latch is not provided at the door from the triage room. Only 1-3/4 inches is provided due to the refrigerator.	√				Relocate the refrigerator (and all items) so that 18 inches minimum is provided parallel to the doorway beyond the latch.
12.52	The handle at the door to the triage room is not accessible as required. The handle has a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed
12.53	A clear floor space for use of the lavatory at the triage room is not provided. The clear floor space, and lavatory is obstructed by the furniture, equipment and other items.	√				Relocate the furniture, equipment and other items so that a 30 inch wide by 48 inch deep clear floor space can be provided at the lavatory.
12.54	The hot water and drain pipes under the lavatory at the triage room are not protected as required.	√				Completed
12.55	The exam table in the triage room is not adjustable.	√				An adjustable exam table is available in this area
12.56	The triage room is not provided with a 60 inch turning space.	√				Relocate (or remove) furniture and equipment so that a 60 inch turning space can be provided within the room. Completed
13	<b>Medical Clinic (near door 505)</b>					
13.1	Waiting Room					

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Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
13.11	18 inches parallel to the doorway beyond the latch is not provided at the door from the waiting room. Only 4-1/2 inches is provided.	√				Door stop installed. Completed 2/22/16
13.12	The handle at the door to the waiting room is not accessible as required. The handle has a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed
13.13	The service counter is more than 36 inches above the finish floor. The counter was measured 44 inches above the finish floor.		√			Additional bids for costume cabinetry needed. 4-6 weeks
13.14	The waiting room does not provide sufficient space for a wheelchair to wait without being in the general circulation space. Note: the existing waiting room chairs are fixed and not moveable.	√				Remove a few chairs to provide a space that is at least 30 inches wide and 48 inches deep. Completed
13.15	The telephone is a protruding object which is hazardous to a person with a visual disability. The telephone projects 6-1/4 inches from the wall at 35-1/2 inches above the finish floor.					Public phone does not work, will contact phone company or owner to have it removed. Will have signs made indicating "if patient needs to use a phone, that one will be provided by our staff"
13.16	The telephone at the waiting room has operable parts that are more than 54 inches above the finish floor. The volume controls and the coin slot are 55 inches above the finish floor.					Public phone does not work, will contact phone company or owner to have it removed. Will have signs made indicating "if patient needs to use a phone, that one will be provided by our staff"
13.17	Signage is not provided at the inaccessible toilet room at the waiting room indicating the availability and location of an accessible toilet room.		√			In progress, signs ordered, installation 1 week
13.18	18 inches parallel to the doorway beyond the latch is not provided at the door to the exam rooms. Only 3-3/4 inches is provided.		√			Included in the estimates

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Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
13.19	The handle at the door to the exam rooms is not accessible as required. The handle has a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed
13.2	<b>Exam Room</b>					
13.21	The sign at the designated accessible exam room is not in the correct location as required. The sign is located on the door.	√				Completed
13.22	18 inches parallel to the doorway beyond the latch is not provided at the door to the designated accessible exam room. Only 15-1/4 inches is provided. Furthermore, the maneuvering space required at the door is obstructed by a medical waist bin and the lavatory.		√			Included in the estimates
13.23	The handle at the door to the designated accessible exam room is not accessible as required. The handle has a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed
13.24	The exam table in the designated accessible exam room is not adjustable.	√				Adjustable table is provided and operational in the designated accessible exam room
13.25	The hot water and drain pipes under the lavatory at the designated accessible exam room are not protected as required.	√				Completed
<b>15</b>	<b>Elevators</b>					

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Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
15.1	This facility has two passenger elevators and none of them are fully accessible. The south elevator size is compliant and only requires minor changes to be fully accessible.		√			Provide at least one fully accessible passenger elevator. We recommend designating the south elevator as the accessible passenger elevator since it is of sufficient size to comply the requirements. Identify the south elevator with the International symbol of Accessibility. Signs will be order and installed - 1 week
15.11	The call controls at the floors have visible signals to indicate when each call is registered and when each call is answered, however, the visual signals don't always work				√	Visual Signals at the call controls are not required in existing buildings, however, since the feature exists and is just not working, we recommend fixing the visual signals at call controls so they work and are in compliance.
15.12	The entrance hall signals at the floors have visible and audible signals to indicate which car is answering a call and the car's direction of travel, however, the visual and audible signals don't always work.				√	Visual and audible signals at the entrance hall signals are not required in existing buildings, however, since the feature exists and is just not working, we recommend fixing the visual and audible signals at entrance hall signals so they work and are in compliance
15.13	The hoistway entrance floor designations are not located 48 inches minimum, measured from the baseline of the lowest tactile character and 60 inches maximum, measured from the baseline of the highest tactile character				√	Lower the hoistway entrance characters so they are located as required.
15.14	The north elevator is only 42 inches deep and 70 1/2 inches wide				√	See item 15.10. The south elevator is 61-3/4 inches x 61-3/4 inches and of sufficient size to comply with the requirements
15.15	Emergency control buttons are less than 35 inches minimum above the finish floor				√	Reach range requirements permit 15" minimum AFF. Relocating the emergency controls are not readily achievable, and since they are 15 inches minimum and within reach, no work is recommended
15.16	In the elevator cars, the audible signals, required as the car passes or stops at a floor served by the elevators, is not always working				√	Ensure the audible signals in the elevator cars are working so that they sound as the car passes or stops at floors served by the elevators

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Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
15.17	The highest operable part of a two-way emergency communication system is more than 48 inches above the floor of the car. Furthermore, the two-way emergency communication does not appear to be working				√	Lower the emergency two-way communication so that it is not more than 48 inches above the finish floor. Ensure the two-way emergency communication is working.
16	<b>Stairs</b>					
16.1	This facility has two stairs and neither are fully accessible				√	In existing buildings, stairs between levels that are connected by an accessible route are not required to comply, except that handrails shall be accessible if altered. The handrails do not appear to have ever been altered, so no work is recommended.
17	<b>General</b>					
17.1	This facility has only one accessible examination table which is in the Medical Clinic #2 on the 5th Floor and one accessible examination chair which is in the Dental Clinic on the 4th floor.	√				Provide an accessible exam table for the following rooms and departments: Rapid Care Clinic triage room - rapid care clinic exam room - Pediatrics clinic exam room - OB/GYN exam room - OB/GYN Triage room - Medical clinic #1 exam room - Medical Clinic #2 Triage room - Provide an accessible exam chair for the following Departments: Eye Clinic
	This facility has only one wheelchair accessible scale which is on the 5th Medicine Clinic. Scale is movable, so it can be used where is needed.	√				
	This facility has a computer station with a diversified language services system by CyraCom, however, this lift is in the Administration Area on the 4th Floor.	√				
	Signs identifying permanent rooms and spaces are generally located in the wrong location. Signs are typically located on doors.	√				Completed

Union Community Health Center - 2021 Grand Concourse Physical Plan Improvements February 2016

Floor/location	Findings/Deficiencies	Completed Work	Work in Progress	Requiring Major Expense Outlay	Landlord Responsibility	Comments
	Door hardware at doorways is generally not accessible as required. Door handles generally have a shape that requires tight grasping and twisting of the wrist (knob type hardware).	√				Completed

# EXHIBIT B

# UNION COMMUNITY HEALTH CENTER

## Accessible Services and Procedure

### Policy Manual

1. General Policy for Providing Accessible Service and Facilities to Patients and Visitors with Disabilities.
2. Disability Etiquette and Instructions for Treating of Patients with Disabilities.
3. Effective Communication for Person Who Are Deaf or Hard of Hearing
4. Alternate Formats for Persons with Vision Impairments
  - a. Large Print Guidelines
  - b. Braille Guidelines
  - c. Audio Guidelines
  - d. PDF Accessibility
5. Service Animal Guidelines
6. Policy on Accessible Medical Equipment
7. Policy for Purchasing Accessible Equipment
8. Instructions for Mobilizing, Lifting and Transferring Patients with Physical Disabilities.
9. Policy on Weight Measurement for Patients with Disabilities

May 18, 2016

# EXHIBIT B-1

UNION COMMUNITY HEALTH CENTER  
Bronx, New York

Title: <b>Policy for Providing Accessible Services and Facilities for Patients and Visitors with Disabilities.</b>	Page: 1 of 6
	Issued: 04/16
	Reviewed: 05/16 Ziev

**I. POLICY**

**It is the policy of UCHC to provide persons with disabilities equal access to its facilities and services.**

**II. Purpose**

**To establish consistent procedures for providing accessible medical facilities and equipment for patients with disabilities, in accordance with the relevant and applicable standards set forth in, Title III of The Americans with Disabilities Act, 42 U.S.C. § 12181, et seq., and/or Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 701, et seq. and/or the regulations promulgated under these statutes.**

**III. Procedure**

**A. General Obligations:**

**1. UCHC shall be responsible for assuring that all services, including medical procedures, examinations, treatment, education and its services are accessible to and useable by people with disabilities. The following are examples of steps to be taken:**

**A. Assure physical access to patient-care areas, registration areas, waiting areas and restrooms and all other places open for public or patient use.**

**B. Implement policy and procedures to accommodate patients and / or visitors with disabilities.**

**C. Provide effective communication by assuring the use of auxiliary aids, services and Alternative Formats for print materials.**

**D. Use Accessible Medical Equipment when necessary to optimize delivery of health care services to patients with disabilities. Train staff responsible for patient care on use of adjustable exam tables, procedure chairs, lift equipment, and other**

**Accessible Medical Equipment, including appropriate assistance for the patients.**

- E. Ensure that Service Animals are permitted to perform their functions.**
- F. Implement staff training for employees upon hire and at least annually on issues of access for people with disabilities.**

**2. Determining Patient Needs for Disability-Related Accommodations:**

**Staff shall consult and evaluate each patient upon registration to determine whether disability-related accommodation(s) is needed. General accommodation categories include a physically accessible patient examination/treatment room, accessible medical equipment such as an adjustable examination table, communication assistance such as Alternative Formats for print materials, Auxiliary Aids or Services, and modifications to procedures.**

**A minimum of one room in each clinic area will be set up and designated as accessible. This room will have available accessible equipment, , and a clear and accessible path of travel to and within the room**

- 3. Recordkeeping: UCHC personnel shall document in the patient's medical record the type of Disability-Related Accommodations and assistance needed and what disability-related accommodations were provided. Charting and recordkeeping must be done so that disability-related accommodations can be determined throughout the visit and referred to on subsequent visits.**
- 4. Scheduling: When scheduling or assessing a patient's needs, staff will communicate with the patient and/ or the patient's companion prior to his/ her appointment to determine if the patient requires a disabled-accessible patient exam room, accessible medical equipment. Alternative formats for print materials, other Auxiliary Aids or Services, or other disability related accommodations. For all scheduled appointments, this information will be collected prior to the appointment when available.**
- 5. Grievance/ Complaint Process: UCHC will maintain a grievance/ complaint procedure. UCHC will designate a Disability Specialist/Navigator who may be involved in the resolution of complaints.**
- 6. Patients and visitors have the right to file a complaint regarding the provision of services and accessibility of facilities and equipment at UCHC. Any complaint should first be communicated to the clinic's supervisor. The supervisor in consultation with the Disability Specialist/Navigator may provide immediate intervention to resolve a complaint.**
- 7. Notices posted in the reception and other designated common areas will inform patients and visitors of UCHC internal complaint resolution process and shall be available in alternative audio/print formats. The procedure will include:**

- a. A description of how and where a complaint may be filed with UCHC;
  - b. That a complaint may be communicated either verbally or in writing.
  - c. That a complaint should first be communicated to the individual clinics' supervisor.
  - d. If not resolved the complaint can be communicated directly to the Disability Specialist/Navigator.
  - e. That if a written complaint is desired, a statement notifying potential complainants that alternative means of filing will be available to people with disabilities who require such an alternative;
  - f. A description of the time frames and processes to be followed by the complainant and UCHC.
  - g. Information on how to appeal an adverse decision; and
  - h. A statement of how long complaint files will be retained. That a record of all complaints will be maintained by whom?
8. **Maintenance of Accessible Features:** UCHC will maintain, in working order, equipment and features of facilities that are required to provide access to individuals with disabilities. Isolated or temporary interruptions in access due to maintenance and repair of accessible features are allowed where alternative provisions are made to serve the individual. An accessible route must remain accessible and free of obstacles such as furniture, filing cabinets, potted plants and a clear space must be maintained in waiting rooms for a wheelchair user to sit. Similarly, accessible doors must be unlocked when the place of public accommodation is open for business. Any door that must be locked for security purposes must include a call system (door bell). Response to the alert system must be provided in less than one minute.
9. **Fees or Surcharge:** Person with disabilities will not be charged any surcharge or extra fee due to accommodations. Where a fee would be ordinarily charged to and patient, it may be charged on the same basis to a patient with a disability. For example, communication access is considered an ordinary part of healthcare services; thus no extra fees may be charged when a person with a disability is provided with Auxiliary Aids and Services.

#### **IV. DEFINITIONS WHICH APPLY TO ALL POLICIES REGARDING PATIENTS AND/OR VISITORS WITH DISABILITIES:**

**A. Accommodations (Disability-Related)** — Refers to assistance, provision of aids or equipment, modification or adjustment to a procedure/process that allows an examination, procedure, treatment, or visit to be successfully completed for a person with a disability. General accommodation categories include physically accessible patient treatment/examination rooms, accessible medical equipment such as an accessible exam table, and communication assistance such as Alternative Formats for print materials, Auxiliary Aids or Services and modification to procedures (such as providing a less crowded or quieter location to prevent patient anxiety).

**B. Accessible Medical Equipment** — Refers to equipment that is accessible to and usable by persons with disabilities.

**C. Accessible Medical Equipment Requiring Transfer** — Refers to any height adjustable piece of medical equipment to which patients must transfer for examination or treatment purposes, including, but not limited to, examination tables and chairs, tables used for radiology exams, and gurneys, which lower to a point no greater than 17-19 inches from the floor, and which are capable of being locked or otherwise fixed into position so as to permit a safe transfer from a wheelchair or other mobility device without slipping, and which have a protective padded surface (unless such a surface is inconsistent with the table's intended use). Tables and gurneys that can be lowered closest to the floor (i.e., 17 – 19 inches or lower) are preferred because they will provide better access for more individuals with disabilities, and selection of such equipment is encouraged.

**D. Alternative Formats** — Refers to audible and document formats that are designed to communicate with those individuals who are not able to effectively use regular print documents. Examples include large print, computer disc, audio recording and Braille.

**E. Ancillary Equipment** — Refers to all ancillary equipment used with an examination table or chair. Such ancillary equipment, when used with an accessible table or chair shall be adapted or adjustable for use by individuals with disabilities. Ancillary equipment includes items such as, but not limited to, leg supports for gynecological examinations, protective padding, positioning straps, and additional supports or rails needed to ensure the safety and comfort of patients with disabilities.

**F. Auxiliary Aids and Services** — Refers to services and/or devices necessary for ensuring effective communication with individuals with sensory and/or cognitive disabilities, including but not limited to qualified sign language interpreters, qualified readers (i.e., persons who are able to effectively, accurately, completely and impartially read written text to a patient with a visual impairment), audio recordings, Braille materials, large print materials, audible prescription labels, and other visual media.

**G. Companion** — Refers to a person who may be : (a) authorized to help the patient act on information or instructions by personnel and/or physicians; (b) designated by the patient to communicate, or circumstances otherwise indicate should communicate, with personnel and/or physicians about the patient, the patient's needs, condition, history, or symptoms; (c) legally authorized to make health care decisions on behalf of the patient; or (d) the patient's next of kin or health care surrogate or such person with whom personnel and/or physicians ordinarily and regularly communicate concerning the patient's medical condition and medical advice.

**H. Direct Threat** — Refers to a significant risk to the health or safety of others that cannot be eliminated or mitigated by a modification of policies practices, or procedures.

**I. Disability** — Refers to any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that: (a) affects one of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory,

including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine and (b) limits a major life activity.

**1. Mobility Disabilities** — Refers to limitations in motor movements such as walking, lifting, sitting, standing, typing, writing, gripping, and maintaining stability and maintaining stamina. Many conditions cause motor or mobility disabilities, including multiple sclerosis, cancer, stroke, spinal cord injury, cumulative trauma disorder, back condition, arthritis, and heart condition. A person with a mobility disability may use an assistive device for mobility, or may be semi- ambulatory.

***Some common accommodations:*** Generally, will involve some kind of physical adjustment to the environment including equipment that is used differently,

positioning a patient during a procedure or treatment differently, or using equipment such as an accessible weight scale that can accommodate a wheelchair, or a call button that is operated by breath or body movement.

**2. Cognitive Disabilities — Refers** to conditions that lead to disturbances in brain functions, such as memory, orientation, distractibility, perceptions, and thinking logically. Cognitive disability is a syndrome, not a diagnosis. Many conditions can cause cognitive disabilities, including multiple sclerosis, depression, alcoholism, Alzheimer disease, Parkinson disease, traumatic brain injury, chronic fatigue syndrome, and stroke.

*Some common accommodations:* Pictographs or pictures that represent words and concepts, models, simple language, writing things down.

**3. Psychiatric Disabilities — Refers** to mental disorders that are health conditions characterized by alterations in thinking, mood, or behavior (or some combination thereof) associated with distress and/or impaired functioning. Examples of psychiatric impairments include depression, bipolar disorder, anxiety disorder, schizophrenia, and addiction.

*Some common accommodations:* Slowing pace of spoken communication to allow for absorption of information; assuring that information is given in written as well as spoken form, providing a less crowded or quieter location where possible.

**4. Sensory Disabilities — Refers** to any condition that affects hearing, speech, or vision.

**Some common accommodations include:**

*Hearing — Writing, Typing,* Sign language interpreter, Real time captioning, CART, VRS use of a TTY/TDD text telephone; visual alarms; assistive listening systems

*Vision — Alternative Formats* like large print, audio recording, computer disc or Braille

*Speech — Use of written communication,* , communication voice output systems, voice carry over (VCO) relay service and ask for speech to speech service; use of pictographs.

For a more detailed list of accommodations, refer to the policy entitled Communication Assistance.

**5. Developmental disabilities — Refers** to a diverse group of chronic conditions that are due to mental and/or physical impairments manifested before age 22, including cerebral palsy, mental retardation, autism spectrum disorder, various genetic and chromosomal disorders such as Down syndrome and Fragile X syndrome, and Fetal Alcohol Spectrum Disorder.

*Some common accommodations:* Pictographs or pictures that represent a

word, simple language, writing things down.

**J. Fundamental Alteration**—Refers to a modification that is so significant that it alters the essential nature of the services offered.

**K. Inaccessible Equipment Requiring Transfer** — Refers to any piece of medical equipment to which patients must transfer for examination or treatment purposes that is taller than 17-19 inches from floor at its fixed or lowest height.

# EXHIBIT B-2

# Disability Etiquette and Instructions for Treating Patients with Disabilities

## Tips for Treating Patients with Physical and Sensory Disabilities

Remember to:

- Speak directly with the patient, not to any companion that the patient may have.
- Avoid making assumptions about what assistance the patient needs. Offer assistance, wait for the offer to be accepted and wait for instructions.
- Ask how you can help them and respect their answers.
- Presume that patients with disabilities are competent to handle their own medical care. If patients do not have anyone to assist them, do not ask them whether they brought an aide or companion.
- Allow time for history taking and thorough exam.
- Use person- first language when referring to patients with disabilities (i.e. person who is blind, person who uses wheelchair, person with hearing loss) unless the patient asks to be referred to in another manner.
- Don't be afraid to ask the patient questions if you are unsure.

### Blind or Low Vision Patients

- Always verbally identify yourself when you approach and introduce other people in the room
- Do not leave without letting the patient know.
- Ask before you help. Always ask how they would like to be assisted. Ask the person before you touch him/her to offer help.
- Be prepared to provide written materials in auditory, tactile, or electronic format of the patient's preference (CD, Braille, large print.)
- Verbally explain procedures before beginning treatment and ask the patient if they have questions.
- Tell the patient where personal affects (clothing and other belongings) are in the room and do not move them without telling the patient.
- Staff should be welcoming and describe the physical environment (doors, steps, ramps, bathroom location, etc.).
- Never distract or touch a service animal without asking the owner.
- Provide accessible equipment as needed.

## Hard of Hearing Patients

- Ask how best to communicate.
- Be prepared to give written materials as long as they are not the primary form of communication.
- Inform patients that sign language interpreting is available.
- If requested, promptly provide sign language interpreting or real-time captioning service for effective communication.
- Do not talk a distance from them or from another room.
- Look directly at the patient when speaking so they can see your mouth.
- Speak normally and clearly. Do not shout, exaggerate mouth movements, or speak rapidly.
- Minimize background noise and glare

## Deaf Patients

- Ask how best to communicate
- Inform patients that sign language interpreting and real-time caption services are available.
- If requested, promptly provide sign language interpreting or real-time captioning service for effective communication.
- Family members should not be used to interpret unless requested by patient.
- Address the patients, not the interpreter.
- Be prepared to give written materials as long as they are not the primary form of communication.

## Wheelchair Users

- Make sure there is an accessible path to travel.
- Respect personal space, including wheelchair and assistive devices
- Do not propel the wheelchair unless asked to do so.
- Provide accessible equipment as needed.
- Provide assistance as needed, such as by clearing obstacles from the path of travel or helping patients transfer to equipment if accessible equipment is unavailable.
- Do not separate patients from their wheelchair unless required metal scans
- Do not examine patients while seated in their wheelchairs if the examination requires a person to lie down.

## Questions

- If you have any questions or need assistance in caring for patients with disabilities, please call (718) 901-9570.

## References

“Access to Medical Care: Adults with Physical Disabilities”, World Institute on Disability, ISBN Number: 0-94799-08-0, Published 2011

- Provide assistance as needed such as by clearing obstacles from the path of travel or helping transfer to equipment if accessible equipment is unavailable.
- Do not separate patients from their wheelchairs.
- Do not examine patients while seated in their wheelchairs if the examination requires a person to lie down.

References: “Access to Medical Care: Adults with Physical Disabilities”, World Institute on Disability, ISBN Number: 0-942799-08-0, Published 2011.

# EXHIBIT B-3

# UNION COMMUNITY HEALTH CENTER

Bronx, New York

Title: Effective Communication for individuals who are Deaf or Hard of Hearing.	Page: 1 of 6
	Issued: 02/16 Reviewed: 8/25/16

**POLICY:** To ensure the provision of effective means of communication for individuals who are deaf or hard of hearing.

**PURPOSE:**

This policy sets forth a process to provide individuals who are Deaf or Hard of Hearing with auxiliary aids and services so that their communication needs can be met. Under the Americans with Disabilities Act (ADA), hospitals and medical facilities must provide effective means of communication for patients, companions or family members, and hospital visitors who are Deaf or Hard of Hearing. This includes but is not necessarily limited to requests for qualified sign language interpreters, assistive listening devices or systems or video remote interpreting (VRI).

**PROCEDURE:**

- UCHC may need to provide an interpreter or other assistive services to a patient's family members or companions who are Deaf or hard of hearing. For example, an interpreter may be necessary to communicate with the guardian of a minor patient or the spouse of a patient.
- People who are deaf or hard of hearing use a variety of ways to communicate. For instance, some persons who are Deaf can speak: others may not have this skill. Not all persons who are Deaf use sign language (either ASL or Signed English or other sign language base).
- The determination about the appropriate form of communication should not left up to the individual healthcare provider. You should consult with the patient to assess the patient's communication needs and preferences. This is mandated by law.
- UCHC shall take appropriate steps to ensure that all personnel having contact with a patient are made aware of such person's disability so that effective communication with such person is achieved. UCHC shall take appropriate steps to ensure that all personnel having contact with a patient are aware of this policy and procedure.
- All patient care staff is required to be trained on this policy upon initial hire and ongoing. Training should include deaf sensitivity training, directions for keeping patient

information confidential and proper etiquette for communicating with people who are deaf and hard of hearing. Staff that accept relay and TTY calls will be trained on the proper procedures.

- UCHC shall ensure that all staff interpreters receive training on HIPAA compliance and keeping patient information confidential upon initial hire and ongoing.

Many patients return for successive visits, personnel will keep appropriate records that reflect the provision of auxiliary aids and services to patients (and companions as necessary). During successive visits UCHC will expedite arrangements for the provision of auxiliary aids and services when such a request is made.

## UCHC Administrative Policy and Procedure

### **The use of Qualified Interpreters**

The ADA defines a qualified interpreter as someone who is able to interpret effectively, accurately and impartially, both receptively and expressively, using any necessary specialized vocabulary. UCHC will not require a family member or a friend to act as an interpreter, UCHC will generally do so. If the patient specifically chooses to use a family member or friend as an interpreter, we will consider issues of competency of interpretation, confidentiality, privacy and conflict of interest. If the family member or friend is not competent or appropriate for any of these reasons, we will seek to provide competent interpreter services where appropriate.

Note: Children will not be used to interpret in order to assure confidentiality of information and accurate communication.

All interpreters provided by UCHC and the agencies in Appendix A are screened by certified interpreters and/or deaf professionals and meet the necessary criteria outlined in the ADA. The agencies in Appendix A are the first agencies that UCHC should attempt to utilize.

If a qualified interpreter retained by UCHC is to interpret communication between UCHC personnel and a deaf person turns out to be a family member, companion, case manager, advocate, or friend of the deaf person, UCHC may utilize that interpreter so long as the deaf person agrees and the interpreter indicates that interpreting in that setting would be ethical and professional.

### **Provisions of Interpreters in a Timely Manner**

For scheduled appointments UCHC shall make an interpreter available at the time of the scheduled appointment.

For non-scheduled visits, UCHC shall make interpretation services available as soon as practicable. However, the time within which the interpreter is provided shall be no more than one hour from the time the request is made if the service is provided through a contract interpreting service that is located off-site or 30 minutes from the time the request is made if the service is provided through a staff interpreter who is on-site at the time of the request or need for an

interpreter. These timeframes shall be detailed in the agreements UCHC has with the agencies in Appendix A.

### **Use of Ad-Hoc Interpreters (Family members, companions, and children)**

To ensure complete, accurate, and confidential communication between patient and a provider, the patient's family and companions should not be used as interpreters, except for the most extraordinary circumstances, such as medical emergencies. Children shall never be used to interpret.

When the patient brings a family or a friend with them to interpret, UCHC always offers the communication assistance making sure that the patient understands it is a free and available service. If the patient prefers to use their family member or friend and gives permission to the health care team to share information with any of those individuals, this, as well as the outside as-hoc interpreter's name and relationship to the patient, should be documented in the medical record. If a patient refuses interpreting services or chooses to use a family member or a companion to act as an interpreter UCHC should consider issues of competency of interpretation, confidentiality, privacy and conflict of interest. If the family member or friend is not appropriate for any of these reasons, we will seek to provide competent interpreter services or other effective means of communication where appropriate.

### **Identifying a qualified interpreter**

Finding a qualified interpreter within a reasonable timeline is a major challenge. Reality is that there are not enough qualified interpreters in the Bronx or in New York City.

It is best to have an on-site and in-person qualified interpreter. Obtaining one within the recommended timeframes may be unrealistic.

Recommendation:

#### A four tier approach

1. Identify if the UCHC network has on-site interpreters who could respond to a call for an interpreter within the network.
2. Identify and contract with several free-lance qualified interpreters, located in proximity to the UCHC. These interpreters would be called directly by the DCN to provide interpreting services. If the DCN is not available, others should be trained to carry this function out.
3. Maintain a list of agencies that can arrange for interpreting services on a 24-7 basis.
4. Use VRI when an on-site interpreter is not available.
  - a. Assign people who would be able to operate this system
  - b. Routine practice needed to be effective. The system must be ready to go.
  - c. The VRI system must also be available for use during evening clinic hours.

All efforts to provide a qualified interpreter must be documented.

### **Signage for self-Identification**

Recommend additional signage to provide opportunity for a deaf or hard of hearing patient to self-identify need for need for interpreting or other accommodations. For example, one to these signs would enable a person who is deaf or hard of hearing to self-identify by pointing to the sign that includes a selection of preferred means of communication. The back of the sign would provide instructions to the staff on what actions should be taken when someone points to the sign. The centers “Navigation/Disability access coordinator may be called to assist.

It also may be necessary to have a more in depth intake to determine needs. This should take place in a private office possibly in the administration area on the floor.

It is important to have an idea of what may be needed before the patient gets to a specific clinic.

### **Captioned TV**

Recommend that captioning be in the On position for TVs in all public waiting rooms,

### **Standards for use of VRI**

It is UCHC overriding policy preference to provide an on-site and in-person qualified sign language interpreter. VRI will be used as necessary when an in-person sign language interpreter is not available or in emergency situations discussed below. In situations where VRI is used, UCHC shall ensure that the equipment meets the following standards:

1. The service delivers high quality, clear, delay-free full- motion video and audio over a dedicated high speed internet connection.
2. A clear sufficiently large and sharply delineated picture of the interpreter’s and the patient’s heads, arms, hands, and fingers, regardless of the body position of the patient.
3. Voices being transmitted are clear and easily understood
4. Appropriate personnel are trained, available and able to operate and connect the VRI system quickly and efficiently at all times.

VRI is not effective in certain circumstances, including:

1. Where patients have limited ability to move their heads, hands, or arms; vision limitations; cognitive or consciousness issues; or pain issues.
2. Areas that do not have a designated high-speed internet line
3. Where patients will be treated in rooms where the treatment area cannot accommodate the services, such as space limitations.
4. Where patients lack familiarity with the technology.

Whenever, based on circumstances VRI does not provide effective communication with a patient or companion who is deaf or hard of hearing (after it has been provided or is not available), VRI shall not be used as a substitute for an on-site qualified interpreter, and an on-site qualified interpreter shall be requested and provided. The on-site qualified interpreter shall be provided within the timeframe above when it becomes evident that VRI cannot provide effective communication.

UCHC will ensure a sufficient number of VRI equipment to meet the needs of patients who are deaf or hard of hearing, especially in high traffic areas such as rapid care. The VRI will be stored in the rapid care clinic.

### **Signage**

Signs stating that UCHC provides sign language interpreting service, VRI and other aids and services to persons who are deaf and hard of hearing, that these services are free of charge, and the process to obtain them are displayed in public areas of the UCHC lobby or initial points of patient contact including waiting areas patient service areas, and in the Patient Handbook (or equivalent, including UCHC's website)

In any patient area in which telephones and tv's are made available, UCHC will promptly provide a patient with a TTY and televisions with caption capability.

UCHC will allow text messaging

### **Visual Fire Alarms**

UCHC agrees that its evacuation procedures will be modified to include specific measures to ensure the safety and patients and visitors who are deaf of hard of hearing, including but not limited to the use of visual alarms where audible alarms are provided.

## Administrative Policy and Procedure

### APPENDIX A

American Sign Language, Inc.  
Interpreting Services  
444 East 20th Street Suite ME,  
New York, NY 10009  
855 634-2754 Voice/TTY  
212 475-7677 Fax  
[office@asli.com](mailto:office@asli.com)  
New York / New Jersey  
212 477-0775  
[nynj@asli.com](mailto:nynj@asli.com)

Elizabeth Johnson  
MEJ Personal Business Services Inc.  
245 East 116th Street  
New York, NY 10029  
212-426-6017  
Fax 646-395-9579

## Administrative Policy and Procedure

### APPENDIX B

#### New VRI (Video Remote Interpreter) Instructions for

1. Take the video cart from the Rapid Care where the patient is located.
2. Plug the black electrical cord into the wall outlet.
3. Turn the television monitor on (switch on the black of the box).
4. Press the button (call)
5. The camera is located at the top of the unit and can be positioned so that the patient hands from the waist up can be seen.
6. Once the Customer Service Representative from Language Line is on the screen, identify the center and give the ID# (located on the monitor) to request an ASL (American Sign Language) Interpreter.

7. Introduce the patient and begin the discussion.
8. Usage of the Video Interpreter should be documented in the patient's chart.
9. When the session is completed inform the interpreter that you will sign off.
10. Press again button (hang up)
11. Disconnect cable from the wall.
12. Return Video Cart to the Rapid Care.

# EXHIBIT B-4

# UNION COMMUNITY HEALTH CENTER

Bronx, New York

Title: Alternate Formats for Persons with Vision Impairments	Page: 1 of 10
	Issued: 02/16 Reviewed:

**POLICY:** UCHC will provide appropriate alternative formats as necessary for effective communication to patients, visitors, and patient companions (i.e. family members and support people) who have physical, sensory, cognitive, and communication disabilities as required to meet needs and to ensure equal access to the full and equal enjoyment of the programs, activities, services, advantages or accommodations provided by this

**Purpose:**

To provide patients, visitors, and Member and patient companions (i.e. family members and support people) who have physical, sensory, cognitive, and communication disabilities appropriate alternative formats as necessary for effective communication as required to meet needs and to ensure equal access to the full and equal enjoyment of the programs, activities, services, facilities, privileges, advantages or accommodations provided by UCHC

**Scope/Coverage:**

The policy applies to all Members, patients, visitors and Member and patient companions (i.e. family members and support people).

**Definition:**

Alternative Formats: Braille, large print, audio, and electronic formats that provide effective communication of print information to individuals with vision disabilities.

**Provisions/Procedures**

## Accessing Alternative Formats:

Staff should consult with individuals with disabilities wherever possible to determine what type of alternative format is needed to ensure effective communication. In many cases, more than one type of alternative format may be needed to make effective communication possible.

Staff has the choice of which alternative format to provide. However, the alternative format chosen must result in effective communication.

Staff may require reasonable prior notice of the need for an alternative format or service.

Will provide alternative formats at no charge to members and companions with disabilities.

**General:**

Alternative formats may be needed to provide safe and effective medical treatment.

Alternative formats will be complete and contain all of the information in the standard print version of the document.

Appropriate alternative formats may include, but are not limited to:

Accessible PDF: PDF document that satisfies KP PDF Accessibility requirements.

Audio format: Live or synthesized voice recording\_ on an **audio file or compact** disc.

Braille:

Electronic format: Accessible PDFs and Word documents. Text documents created in an accessible format.

Large Print:

Note-takers.

Exchange of written notes.

The following are examples of circumstances when it may be necessary to provide Auxiliary Aids in the form of Alternative Formats:

- Explanation of patient's rights, informed consent or
- permission for treatment;
- Admissions, discharge and/or orientation;
- Determination and explanation of Member's diagnosis or prognosis;
- Explanation of daily scheduled events and activities, procedures, tests, and treatment;
- Provision of mental health evaluations, individual, group and family therapy, counseling, and other therapeutic activities, including grief counseling and crisis intervention;
- Explanation of prescribed medications (dosage, instructions for how and when the medication is to be taken, side effects, food or drug interactions);
- Explanation of follow-up care, treatment, therapies, test results or other recovery care directions;
- Descriptions of the types of programs and/or services provided in the form of brochures, pamphlets and application materials; and/or
- Provisions of educational services and educational presentations.

## **ALTERNATIVE FORMATS**

### **Large Print Standards**

All reasonable efforts are required to ensure that printed materials provided in Large Print format substantially comply with the following standards:

- (a) Font size of headings and title's at least 20 points; font size of body of document, at least 16 points;
- (b) Sans serif bold font, such as Arial or Verdana;
- (c) Text printed in block paragraphs and sentence case, using initial capital letters followed by lower-case characters;
- (d) Page numbers in upper right hand corner;
- (e) No use of italics. Emphasis provided by setting text apart with asterisks, dashes, double bolding, or lines, and not through use of colored text;
- (f) Line spacing of at least 1.5 and double-spacing between paragraphs;
- (g) Printed on non-glossy or matte paper;
- (h) Documents that are fewer than ten (10) sheets of paper in length will be stapled using a heavy-duty manual stapler;
- (i) Documents that are ten (10) to twenty (20) sheets of paper in length shall be stapled using an electronic production stapler;
- (j) Documents that are twenty one (21) sheets of paper or larger, shall be bound using spiral or "wiro" binding;
- (k) Stapling or binding to ensure sufficient space on the left margin so as to not restrict reading; and
- (I) Large print documents shall include all of the information contained in the standard print version of the same document/s.

# **Braille Guidelines**

## **Braille Standards**

Printed materials provided in Braille format are required to substantially comply with the **Braille Authority of North America's** standards for printing and binding Braille materials, currently found at [www.brailleauthority.org](http://www.brailleauthority.org).

Braille materials should be bound as follows:

- (a) Documents that are fewer than ten (10) sheets of paper in length will be stapled using a heavy-duty manual stapler;
- (b) Documents that are ten (10) to twenty (20) sheets of paper in length shall be stapled using an electronic production stapler or bound using spiral or "wiro" binding;
- (c) Documents that are at least twenty-one (21) sheets of paper in length shall be bound using spiral or "wiro" binding; and
- (d) Documents shall allow sufficient space to the left of the margin so as not to restrict reading; and
- (e) Braille documents shall include all of the information contained in the standard print version of the same document/s.

# **Audio Guidelines**

## **Audio Standards**

Definition: Audio Format - live or synthesized voice recording on a compact disc or audio file.

All reasonable efforts are required to ensure that printed materials provided in Audio Format substantially comply with the following standards:

- (a) The document being read should be identified by name at the beginning of the audio file;
- (b) A table of contents should be provided at the beginning of the audio file;
- (c) When the document is divided into chapters, each chapter should be in a separate track so the user can go directly to the desired information;
- (d) Whether live or digital, audio information must be clearly enunciated;
- (e) The end of the publication should be identified;
- (g) Audio CDs should be delivered in a CD Case with the name of the document provided in both Braille and Large Print formats meeting the standards for such formats set forth in this Agreement;
- (f) Medical records and complex information will be presented clearly and completely and in a manner that enables the listener to effectively obtain the information;
- (g) Audio CDs must be playable both in a computer and a CD player;  
and
- (h) Audio files shall include all of the information contained in the standard print version of the same document/s.

## **ALTERNATIVE FORMATS**

### **Accessible PDF Standards**

UCHC will use Reasonable Efforts to ensure that PDFs substantially comply with the following standards and techniques:

(a)W3C Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines(WCAG) 2.0, conformance level A and AA (a.k.a., WCAG 2.0 AA),[www.w3.org/TR/WCAG20/](http://www.w3.org/TR/WCAG20/);

(b)W3C PDF Techniques for WCAG 2.0 AA, [www.w3.org/TR/WCAG20-TECHS/pdf.html](http://www.w3.org/TR/WCAG20-TECHS/pdf.html)).

# EXHIBIT B-5

# Service Animal Guidelines

# UNION COMMUNITY HEALTH CENTER

Title: Use of Service Animals by Persons with Disabilities	Page: 1 of 3
	Issued: 02/16

## **PURPOSE:**

To assist staff in providing reasonable accommodations for patients and/or visitors requiring the use of service animals.

## **POLICY:**

Consist with UCHC commitment toward providing a barrier-free environment for people with disabilities; UCHC supports the use of service animals within its facilities.

## **COMPLIANCE WITH LAW:**

UCHC has developed these Policies and Procedures to ensure full compliance with the obligations, terms and conditions consistent with relevant Federal, State, and City laws including the final regulations implementing the American with Disabilities Act (ADA) for title III (public accommodations and commercial facilities).

## **DEFINITIONS:**

1. An "individual with a disability" means a person who has a physical or mental impairment that substantially limits one or more major life activities including, but not limited to, walking, talking, seeing, breathing, or hearing.

Service animals are dogs that have been individually trained to do work or perform task for a person with a disability. Examples of such work or task include, but are not limited to, guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post-Traumatic Stress Disorder during an anxiety attack, or performing other duties. A service animal does not have to have a license or certification. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under ADA.

2. Miniature horses that have been individually trained to do work or perform tasks for the benefit of an individual with a disability shall be permitted to accompany patients or visits to

the UCHC. The UCHC should be called to facilitate accommodation with the ADA Coordinator based on the following considerations.

- (1) Whether they are housebroken
- (2) Whether they are under the owner's control;
- (3) Whether the UCHC can accommodate the horse's type, size, and weight; for safe operation of the UCHC.

3. Direct Treat: A significant risk to the health or safety of the others that cannot be eliminated or mitigated by a modification of policies, practices, or procedures,, or by the provision of auxiliary aids or services. The existence of a direct treat needs to be made on a case-by-case basis.
4. Fundamental Alteration: A modification that is so significant that it alters the essential nature of the services offered.

#### **PROCEDURE:**

1. Individual with disabilities accompanied by service animals shall be allowed in all areas of the UCHC that are unrestricted to inpatients outpatients, or visitors (e. g. lobbies, waiting areas, standard patient rooms, cafeterias, and examination rooms) provided that the service animal does not pose a direct treat and that the presence of the service animal would not require a fundamental alteration to the provision of the UCHC policies, practices or procedures.
2. A determination to exclude a service animal shall be based on an individualized assessment made by the physicians, nurses or other licensed health care providers with the ADA Coordinator based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain the nature, duration, and severity of the risk to health and safety the service animal poses; the probability that the potential injury will actually occur; and whether reasonable modification of policies, practices, or procedures will mitigate the risk. Decisions may not be made on the basis of bias, stereotype, or assumptions about how a particular animal is likely to behave.
  - a. Service animals are not allowed in areas in which a sterile environment is maintained such as operating rooms, surgical suites and other locations for invasive procedures where a sterile field is present, or the central sterile processing department and food preparation areas.
3. When it is not obvious what service an animal provides, only limited inquiries are allowed. Staff may ask if the dog is a service animal required because of a disability and what work or task the dog has been trained to perform.
4. Staff may not ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.
5. Individuals with disabilities must keep their service animals under control at all times, including keeping their service animals on a leash or in a harness, unless these devices

interfere the service animal's work or the individual's disability prevents using these devices, in which case the individual must maintain control of the animal through voice, signal, or other effective controls.

6. A person with a disability cannot be asked to remove his service animal from the premises Unless (a) the dog is out of control and the handler does not take effective action to control it within a reasonable amount of time or (b) the dog is not housebroken.
7. When there is a legitimate reason to ask that a service animal be removed, staff must offer the person with the disability the opportunity to obtain services without the animal's presence.
8. The UCHC (evenings and weekends) will assist in arranging escorts for individual with disabilities in the event that service animals are not permitted into a restricted area after an individualized assessment is made. Contact the UCHC if previous arrangements have not been made for the disposition of the service animal.
9. The animal's handler is responsible for making arrangements with family, friends, or accompanying persons to take care of the animal's physical needs (i.e., feeding, walking, grooming, etc.) and to clean up after the service animal. Staff is not required to provide care or food for a service animal.
10. In the event someone in the area of the service animal has asthma, allergies to the animal, or a phobia about animals, the UCHC shall modify its policies practices, and procedures to permit a service animal to remain with a patient by, for example, moving the patient to another comparable room, changing staff schedules, or using other nondiscriminatory methods.
11. UCHC shall instruct and train all medical personnel and staff, including security personnel , on the provisions of this policy upon hire and annually.
12. A copy of this policy shall be provided upon request in an accessible format to every service animal user seeking access to UCHC.

# EXHIBIT B-6

# UNION COMMUNITY HEALTH CENTER

Bronx, New York

Title: Policy on Accessible Medical Equipment	Page: 1 of 4
	Issued: 02/16
	Reviewed:

## 1. Purpose

The purpose of this agreement is to set forth the scoping requirements to ensure that health care facilities within the Union Community Health Center have the amount and type of accessible equipment and furniture needed to provide equal access to, and equal benefit from, health care for persons with disabilities.

## 2. Definitions

"Accessible medical equipment and furniture" means medical equipment and furniture that is used in or in conjunction with medical settings by health care providers for examination, diagnosis, treatment, or other purposes that is designed, constructed and operated to allow independent access to and use by patients with disabilities to the maximum extent possible; anticipate the use of supports and stabilizing ancillary equipment such as removable railings, side arms and foot rests, and pillows; use larger tactile and high contrast grips, controls and labels; have the capacity for adjusting to a wide range of heights, leg and arm lengths, and weights; use redundant signals and alarms that provide visual, audible, and tactile (e.g., vibratory) indications; and provide for the ongoing use of durable medical equipment such as ventilators, feeding tubes, etc. during lengthy medical procedures involving equipment. To be accessible, diagnostic medical equipment must meet the standards established by the United States Architectural and Transportation Barriers Compliance Board (U.S. Access Board) pursuant to Section 510 of the Rehabilitation Act (29 U.S.C.A. § 794f, as amended by § 4203 of the Patient Protection and Affordable Care Act.

- The United States Access Board Medical Diagnostic Equipment Accessibility Standards Advisory Committee published a final report regarding standards for accessible medical equipment. The parties agree that for the purposes of settlement, any purchases in line with these interim recommendations but made during the pendency of rulemaking activities, are deemed "accessible." Upon issuance of an federal or state agency regulations addressing the scoping standards set forth, UCHC will adjust its standards to meet the regulatory requirements.

"Assisted patient handling" means patient handling using: mechanical patient handling equipment including, but not limited to, electric beds, portable base and ceiling track-mounted full body sling lifts, stand assist lifts, and mechanized lateral transfer aids; and patient handling aids including, but not limited to, gait belts with handles, sliding boards and surface friction-reducing devices.

"Assistive technology" means any item, piece of equipment, or system that is commonly used to increase, maintain, or improve functional capabilities of individuals with disabilities. Examples include telephone handset amplifiers, assistive listening devices, and videophones.

"Basic medical equipment" means medical equipment needed for basic medical examination, diagnosis and treatment. For all facilities and practice types, basic medical equipment includes examination tables, weight scales, and mechanical lifts (either portable or track).

"Diagnostic medical equipment" means equipment used in or in conjunction with medical settings by health care providers for diagnostic purposes.

"Diagnostic imaging equipment" means equipment, not including mammography equipment, which is used to create visual representations of the interior of a body. Examples include but are not limited to Computed Tomography (CT), Magnetic Resonance (MR), Nuclear Medicine (Scintigraphy & Single Photon Emission Computed Tomography) (NM), Positron Emission Tomography (PET), X-Ray Fluoroscopy, X-Ray Radiography, X-Ray Interventional, X-Ray Mobiles, X-Ray C-arms, Dual-energy X-ray Absorptiometry (DXA), X-Ray Mammography Biopsy Tables, PET/CT Combined Systems, NM/CT Combined Systems, and PET/MR Combined System.

"Equipment necessary for effective communication with patients with disabilities" includes but is not limited to, accessible healthcare computer kiosks, telephone handset amplifiers, assistive listening devices, and videophones.

"Inpatient medical equipment" means the equipment that, in addition to basic medical equipment, is required for safe and effective examination, diagnosis, treatment, communication, transfers of position and location, and activities of daily living in inpatient settings. Inpatient medical equipment includes gurneys, commodes, lifts, beds (including air mattresses), shower benches, nurse call buttons and telephones operable by those with limited manual strength or movement, and other comparable equipment.

"Medical equipment and furniture" means equipment and furniture used in health care facilities by health care providers for examination, diagnosis, treatment, rehabilitation or other medical purposes.

"Non-Medical Equipment and Furniture" means equipment and furniture that is commonly found in health care facilities but is not used for examination, diagnosis, or treatment. Examples include but are not limited to waiting room furniture, sanitizer dispensers, and emergency evacuation equipment.

"Specialty medical equipment" means medical equipment, except diagnostic imaging equipment, needed for examination, diagnosis, and treatment within a specialty practice area. Examples include but are not limited to a mammography machine for a mammography or breast cancer clinic, infusion chairs for dialysis, and examination chairs for dentistry or ophthalmology. Specialty medical equipment is determined by the type of medical facility and the type of practice or area of specialization.

### 3. Transition Plan

Within 4 months, UCHC agrees to both a transition plan with stated priorities for equipment and furniture replacement/modification over a 24-month time period, and interim accommodation plans for the period before the required items of accessible equipment and furniture are in place.

### 4. Training

UCHC will develop a specialized training module to train staff and personnel on the accommodation processes required for the provision of accessible medical equipment. The training module will address the availability, use, and scheduling of accessible medical equipment.

## 5. Scoping Standards

### a. Inpatient Services in Acute and Other Inpatient Facilities

- i. Regardless of size or specialty function, all inpatient units must have at least one (or at least 25%, whichever is greater) fully accessible piece of each type of basic medical equipment to ensure safe and effective examination, diagnosis, treatment, and communication in inpatient
- ii. Specialty inpatient units must have at least one accessible piece of every type of specialty medical equipment for that particular specialty.
- iii. Any inpatient units in facilities specializing in treating conditions that affect mobility must have 100% accessible basic medical equipment. If it is a specialty inpatient unit, it must also have 100% accessible specialty medical equipment.
- iv. 25% of non-medical equipment and furniture must be accessible.
- v. Accessible inpatient medical equipment must be present in all accessible patient rooms, and sufficient amount and variety of accessible inpatient and assistive technology necessary to ensure effective communication with all patients must be dispersed across all other units in a proportionate manner.
- vi. If an inpatient facility has diagnostic imaging equipment, it must have at least one accessible piece of each type of diagnostic imaging equipment that it has.

### b. Outpatient Services in Outpatient Departments and Other Outpatient Facilities

- i. Every outpatient department and outpatient facility, regardless of size or specialty function, must have at least one (or at least 25%, whichever is greater) fully accessible piece of each type of basic medical equipment.
- ii. Each specialty department or facility must have at least one accessible piece of specialty medical equipment for that particular specialty (e.g. mammography machine for a mammography or breast cancer clinic, infusion chair for dialysis).
- iii. Each outpatient department or outpatient facility must also have at least one examination/procedure room with sufficient floor space for the least one examination/procedure room with sufficient floor space for the wheelchair turning radius required by the 2010 ADA Standards for Accessible Design and operation of portable floor-lifts (unless the room is equipped with a functional ceiling lift, or a portable free-standing overhead lift track that does not require installation).
- iv. If an outpatient facility has diagnostic imaging equipment, it must have at least one accessible piece of each type of diagnostic imaging equipment that it has.
- v. Outpatient departments and outpatient facilities that specialize in the treatment of conditions that affect mobility impairments must achieve at least 100% accessible basic medical equipment and furniture categories, including 100% accessible examination/procedure rooms with sufficient floor space for the wheelchair turning radius required by the 2010 ADA Standards for Accessible Design and the operation of portable floor-lifts (unless the room is equipped with a functional ceiling lift, or a portable free-standing two-track overhead lift that does not require installation).

- vi. 25% of pieces of non-medical equipment and furniture at all outpatient departments and outpatient facilities must be accessible.
  - vii. A sufficient amount and variety of assisted technology necessary to ensure effective communication with all patients must be dispersed across outpatient departments and outpatient facilities in a proportionate manner.
- c. Replacement/Alternations of Medical Equipment and Furniture: If a covered entity voluntarily chooses to replace or alter any of its medical equipment and furniture or acquires additional items, then those pieces of equipment should be fully accessible.

# EXHIBIT B-7

# UNION COMMUNITY HEALTH CENTER

Bronx, New York

Title: Policy for Purchasing Accessible Equipment	Page: 1 of 1
	Issued: 04/16 Reviewed:

Policy:

UCHC is committed to incorporating the American with Disabilities Act (“ADA”) guidelines into facility and equipment planning. All equipment planning will include an assessment as to the ability of the potential new equipment to be used by and/or for UCHC patients with disabilities, and where reasonable, practicable, and/or used by patients with disabilities. Further, UCHC hereby incorporates the ADA publication titled Access To Medical Care for Individuals with Disabilities into this Purchasing Policy for guidance on specific requirements of the ADA in medical settings.

[http://www.ada.gov/medicare\\_mobility\\_ta/medicare\\_ta.htm](http://www.ada.gov/medicare_mobility_ta/medicare_ta.htm)

# EXHIBIT B-8

# UNION COMMUNITY HEALTH CENTER

Bronx, New York

Title:

**PATIENTS/VISITORS WITH DISABILITIES: MOBILIZING LIFTING AND TRANSFERING**

Page: 1 of 4

Issued: 04/07/2016

Reviewed: 5/18/2016

## Policy

It is the policy of UCHC to use safe patient mobilization practices, maintaining the privacy and dignity of all patients and reducing manual lifting whenever possible by using assistive equipment and devices for mobilizing patients, including patients with mobility disabilities.

## Purpose

To provide a safe method of lifting, positioning, or transferring any patient where medical procedures, examination or treatment requires it, including patients with difficulty standing and/or mobility disabilities. This policy is designed to comply with the relevant and applicable standards set forth in Title III of the Americans with Disabilities Act, 42 U.S.C. § 12181 *et seq.*, and/or Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq.* and/or the regulations promulgated under these statutes.

## Definitions

**Manual Lifting:** Refers to lifting, repositioning, and moving patients using a caregiver's body strength without the use of lifting equipment /aids.

**Patient Transfer and Mechanical Lifting Devices:** Refers to equipment used to assist staff in the patient lift or transfer process. Such equipment includes mechanical lifts, standing and raising aids, slide boards, motorized wheelchairs and transfer chairs.

## PROCEDURE

### A. Safe Patient

1. Screen patients to determine mobility limitations upon arrival at any entry point in the facility and as often as needed.
2. Assess the patient's need for lifting or transferring and determine the appropriate technique to be used prior to any lift or transfer.
3. Consult with the patient regarding the most effective transfer techniques for that patient.
4. At all times, staff should maintain patient privacy and dignity during mobilization.
5. Consider the following:
  - a. Physician's current medical assessment regarding the patient's ability to bear weight
  - b. Any patient condition that may impact the selection and safe

- use of a particular Patient Transfer or Mechanical Lifting Device.
- c. Patient's input on successful techniques.
  - d Patient's ability to follow instructions and cooperate.
  - e. Patient's upper body strength and ability to assist in the transfer.
  - f. Patient's conditions that heighten the risk of skin breakdown, i.e. implement skin assessment/treatment practices.
  - g. Staffs ability to assist patient, if determined necessary, get assistance and/or mechanical device before moving the patient.
7. Use Mechanical Lifting Devices and other approved patient mobilization *aids* for all high risk patient mobilization and movement tasks, except for exceptional or life threatening situations.
8. Document patients with limited mobility and plan for appropriate repositioning and transfer techniques.

## **B. Equipment Cleaning and Maintenance**

1. After an assistive device/equipment is used, it is the responsibility of the person who obtained the device to follow established procedure to assure that it is either cleaned locally and replaced in its storage area, or sent to the soiled equipment area to be processed.
2. Assistive devices/equipment will be maintained in accordance with manufacturer's recommendations. Assistive device/equipment that is broken or unusable must be removed from service.

## **C. Education and Training**

All patient care staff are required to be trained on this policy upon initial hire, and annually.

## **D. More Information**

For more information about this policy, contact UCHC Site Administrator at (718) 901-9570

**APPENDIX B**

Should include location of all lift and transfer equipment (see sample below)

FL ID	Department	Location	Equipment	#Lift/s	Contact Person
2021Grand Concourse	Administration	4 <sup>th</sup> floor	Hoyer Lift	1	Vincenzo Ferraro

# EXHIBIT B-9

# UNION COMMUNITY HEALTH CENTER

Subject: Policy on Weight Measurement for Patients with Disabilities.

Page: 1 of 2

Issued: 04/2016

## Policy:

It is the policy of UCHC to obtain and document an accurate weight measurement for patients as medically appropriate, including those with disabilities and/or activity limitations, which may include the inability to stand, balance, or step up. This policy, which discussed Accessible Scales, is not meant to eliminate other methods of measuring a patient's weight, such as bed scales, lift equipment with scales, or other methods that may be used for all patients.

## Purpose:

To assure accurate weight measurements for patients with disabilities and/or activity limitations in accordance with the relevant and applicable standards set forth in Title III of the American with Disabilities Act, 42 U.S.C. § 12181 *et seq.*, and/or Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq.* and/or the regulations promulgated under these statutes.

## Definitions:

Accessible Scales include the following features:

Wide platform, large enough to accommodate larger powered wheelchairs

Sturdy handrails

Platform level to the floor, with ramp (<1" rise and 12" run) or low beveled-lip that allows easy access by person using a wheelchair,

High weight capacity

Large and easy to read display and slip resistant platform

## Procedure:

- A. Assess patient's need for an accessible scale when he or she has any of the following:
  - Difficulty maintaining balance standing on standard scale platform
  - Difficulty or inability to step up on a standard scale; conditions that interfere with mobility, walking, climbing, using steps (joint pain, short stature, pregnancy, fatigue, respiratory and cardiac conditions, post-surgical conditions, orthopedic injuries); and or use of mobility devices(e.g. wheelchairs, scooters, canes,

crutches, walkers) and or weight that is over the standard scale limit.

B. Procedures for weighing patients using Accessible Scales:

1. Wheelchair users who are unable to self-transfer to scale:

Have the patient roll his/her wheelchair onto the weight scale, locking brakes for safety.

Weigh patient and wheelchair together after removing excess weight, such as book bags

Use lift equipment or provide a one or two staff team of assistance, depending on need, in transferring patient to and from the wheelchair onto a safe location.

If a patient is in a separate room from the scale, do not leave him/her unattended on an exam table

Roll empty wheelchair onto scale and weigh

Subtract the weight of the wheelchair (alone) from that of the weight measurement of the patient and the wheelchair (combined)

Document weight measurement

Return all equipment to folded position (wall unit) or storage space as appropriate

2. Patients with limited mobility or patients who have difficulty keeping their balance on a standard scale (this includes wheelchair users who are able to self-transfer to scale):

Provide assistance to patient throughout the weight measurement procedure

Carefully monitor patient while watching for any balance support that patient may need.

C. Education and Training:

All patient care staff are required to be trained on this policy upon initial hire, and annually.

# EXHIBIT C

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK

BRONX INDEPENDENT LIVING  
SERVICES, a nonprofit organization,  
RODOLFO DIAZ, BRETT EISENBERG, and  
ANTONIA AYALA, on behalf of themselves  
and all others similarly situated,

Plaintiffs,

-against-

UNION COMMUNITY HEALTH CENTER,  
INC., and ST. BARNABAS HOSPITAL, d/b/a  
SBH Health System, New York corporations,

Defendants.

Case No. 15-cv-5934 (VEC) (JCF)

**STIPULATION OF DISMISSAL**

It is hereby stipulated and agreed by and between the attorneys for the respective parties hereto, that this action, having been settled by a separate agreement, is dismissed with prejudice except to the extent necessary to enforce the Agreement pursuant to Section 5 thereof, pursuant to Fed. R. Civ. P. 41(a)(1)(ii). The Court shall retain jurisdiction over this case only for purposes of enforcement and dispute resolution regarding the terms of the agreement.

Dated: August \_\_, 2016  
New York, New York

Respectfully submitted,

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