

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
AND PEROUTKA AND PEROUTKA, P.A.
UNDER THE AMERICANS WITH DISABILITIES ACT
DJ # 202-35-207 and DJ # 202-35-236**

BACKGROUND

1. This Settlement Agreement is made by and entered into between the United States of America and Peroutka and Peroutka, P.A. (Peroutka). The Agreement resolves an investigation of Peroutka conducted by the United States Department of Justice (United States or Department) under title III of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12181 - 12189, and its implementing regulation, 28 C.F.R. pt. 36.
2. The United States initiated its investigation of Peroutka after receiving complaints by two individuals who are deaf. The complainants alleged that Peroutka violated title III of the ADA by refusing to take relay calls when the complainants called to resolve disputes involving alleged unpaid debts. The United States investigated these complaints under the authority granted by the ADA, 42 U.S.C. § 12188(b)(1)(A)(i), and 28 C.F.R. § 36.502.
3. The United States' investigation substantiated the complainants' allegations. Peroutka acknowledged that it had directed its employees to refuse to accept calls made by individuals with disabilities through relay services and, instead, directed the callers to call back when a manager was available. Peroutka employees followed these instructions, refusing to take relay calls and telling callers using the relay service they had to call back when a manager was available to take the call.
4. The Attorney General of the United States is authorized to enforce title III of the ADA by seeking monetary relief for aggrieved persons, civil penalties, and full compliance with title

III's provisions, such as requiring public accommodations to make reasonable modifications to policies, practices, and procedures and provide auxiliary aids and services, 42 U.S.C. § 12188(b); 28 C.F.R. § 36.504. The Attorney General may commence a civil action to enforce title III in any situation where he has reasonable cause to believe that a pattern or practice of discrimination exists or a matter of general public importance is raised. 42 U.S.C. § 12188(b)(1)(B); 28 C.F.R. § 36.503.

5. Peroutka owns and operates a law firm and collection agency located at 8028 Ritchie Highway, Suite 300 in Pasadena, Maryland. As owner or operator of the law firm and collection agency, Peroutka is a public accommodation covered by title III of the ADA. 42 U.S.C. § 12181(7)(F); 28 C.F.R. § 36.104.
6. Title III of the ADA and the title III implementing regulation prohibit discrimination on the basis of disability by public accommodations. 42 U.S.C. § 12182; 28 C.F.R. § 36.201. Specifically, title III requires public accommodations to provide auxiliary aids and services when necessary to ensure effective communication with individuals with disabilities. 42 U.S.C. § 12182(b)(2)(A)(iii); 28 C.F.R. § 36.303. Title III also requires public accommodations to make reasonable modifications to policies, practices, or procedures when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302(a).
7. In consideration of the terms of this Agreement, the United States agrees to refrain from undertaking further investigation or filing a civil lawsuit in this matter regarding the allegations of Department of Justice complaints DJ # 202-35-207 and DJ # 202-35-236, except as provided in the Enforcement section of this Agreement.

DEFINITIONS

8. The term "Peroutka employees" shall mean partners, shareholders, owners, individuals employed by Peroutka, and contractors working for Peroutka.
9. The term "appropriate auxiliary aids and services" shall mean:

- a. Qualified interpreters on-site or through video remote interpreting (VRI) services; note takers; computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other methods of making aurally delivered information available to individuals who are deaf or hard of hearing; and
 - b. Qualified readers, taped texts, audio recordings, Brailled materials and displays, screen reader software, magnification software, optical readers, secondary auditory programs (SAP), large print materials, accessible electronic and information technology, or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.
10. The term "qualified interpreter" shall mean an interpreter who, via a video remote interpreting service (VRI) or an on-site appearance, is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include, for example, sign language interpreters, oral transliterators, and cued-language transliterators. Someone who has only a rudimentary familiarity with sign language or finger spelling is not a "qualified interpreter" under this Agreement. Likewise, someone who does not possess the ability to process spoken communication into the proper signs or to observe someone signing and change their signed or finger spelled communication into spoken words is not a qualified sign language interpreter.
11. The term "video remote interpreting (VRI) service" means an interpreting service that uses video conference technology over dedicated lines or wireless technology offering high-speed, wide-bandwidth video connection that delivers high-quality video images meeting the following requirements:

- a. Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags; choppy, blurry, or grainy images; or irregular pauses in communication;
 - b. A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position;
 - c. A clear, audible transmission of voices; and
 - d. Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.
12. The term "relay services" shall mean any calls made through a telephone / TTY relay service provider, Internet Protocol (IP) relay service provider, video relay service provider, or other relay service provider that may come into existence as communications technology advances. Telephone / TTY relay services involve a relay operator who uses both a standard telephone and a TTY to type the voice messages to the TTY user and read the TTY messages to the standard telephone user. IP relay services involve a relay operator who uses both a standard telephone and a computer terminal to type the voice messages as text to the computer / smart phone / cellular phone user and read the text messages to the standard telephone user. Video relay services involve a relay operator who uses both a standard telephone and a computer video terminal to communicate voice messages in sign language to the computer video terminal user and to voice the sign language messages to the standard telephone user.
13. The term "qualified reader" shall mean a person who is able to read effectively, accurately, and impartially using any necessary specialized vocabulary.

REMEDIAL ACTIONS

14. Peroutka shall not discriminate against any individual on the basis of disability in the full and equal enjoyment of any of its goods, services, facilities, privileges, advantages, or accommodations or otherwise violate any provision of title III or section 503 of the ADA, 42

U.S.C. §§ 12181 - 12189, 12203, or the title III implementing regulation, 28 C.F.R. pt. 36, including but not limited to the following:

- a. Peroutka shall not impose or apply eligibility criteria that screen out or tend to screen out an individual on the basis of disability from fully and equally enjoying any of its goods, services, facilities, privileges, advantages, or accommodations, 42 U.S.C. § 12182(b)(2)(A)(i) and 28 C.F.R. § 36.301(a);
- b. Peroutka shall not refuse to make reasonable modifications in policies, practices, and procedures when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, 42 U.S.C. § 12182(b)(2)(A)(ii) and 28 C.F.R. § 36.302;
- c. Peroutka shall furnish appropriate auxiliary aids and services, free of charge, when necessary to ensure effective communication with individuals with disabilities and shall take any and all steps that may be necessary to ensure that no individual with a disability is excluded, denied services, segregated, or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, 42 U.S.C. § 12182(b)(2)(A)(iii) and 28 C.F.R. §§ 36.301(c), 36.303; and
- d. Peroutka shall not engage in retaliation, coercion, interference, intimidation, or any other action prohibited by the ADA, 42 U.S.C. § 12203 and 28 C.F.R. § 36.206.

Adoption and Implementation of Effective Communication Policy

15. Within ten (10) days of the effective date of this Agreement, to ensure equal access for persons with disabilities, Peroutka shall adopt, implement, and thereafter maintain, the "Peroutka and Peroutka, P.A. Policy for Ensuring Effective Communication with Individuals with Disabilities" (Effective Communication Policy), attached to this Agreement as Exhibit A and incorporated herein by reference.
16. Within ten (10) days of the effective date of this Agreement, Peroutka shall distribute the Effective Communication Policy to all employees and contractors who have contact with the

public either in person, through the telephone, via the computer, or by any other distribution channel. Within thirty (30) days of the effective date of this Agreement, Peroutka shall furnish to the United States documentation confirming the implementation and distribution of the Effective Communication Policy to Peroutka's employees and contractors.

17. Peroutka shall distribute the Effective Communication Policy to all newly hired employees and contractors who have duties involving contact with the public either in person, through the telephone, via the computer, or by any other distribution channel within three (3) days of the date on which each such employee or contractor is hired.
18. Peroutka shall post and maintain a copy of the Effective Communication Policy in all Peroutka locations in a conspicuous location where employees and the public can readily read it, such as the employee lounge and an area adjacent to public entrances. The Effective Communication Policy posted in Peroutka locations shall be printed in a bold font no smaller than 20 points on a contrasting background. The heading on the posted Effective Communication Policy shall be printed in capital letters in a bold font no smaller than 26 points. Physical copies of the posted Effective Communication Policy will be maintained and refreshed, as needed, for the life of this Agreement. If Peroutka maintains a website within the term of this Agreement, Peroutka shall post and maintain a copy of the Effective Communication Policy on its website in a location that is easy for the public to find (*i.e.*, directly linked to the primary web portals used by the public with an appropriate description of the Effective Communication Policy at the link located on those portals – *e.g.*, ADA Policy/Effective Communication), in a format accessible to persons with disabilities (*e.g.*, HTML). Within forty-five (45) days of the effective date of this Agreement, Peroutka shall provide the United States with proof of posting the Effective Communication Policy in all Peroutka locations and on its website (if applicable).
19. Within thirty (30) days of the effective date of this Agreement and thereafter at least once per year, Peroutka shall provide an educational training program regarding its obligations under title III of the ADA, this Agreement, and the Effective Communication Policy to all Peroutka employees and contractors who have contact with the public as well as those who make decisions affecting the public. The training program, the materials for which shall be approved in advance by the United States, shall be no less than one hour in duration, shall be conducted

separately from any training on nondiscrimination in employment, shall provide employees and contractors an opportunity to ask questions and get them answered, and shall be conducted by a person or organization with a high level of expertise regarding the requirements of title III of the ADA. Peroutka shall bear all costs associated with the development and delivery of this training program to its employees and contractors. Pursuant to its reporting obligations under Paragraph 32 of this Agreement, Peroutka shall provide the United States with proof that such training has occurred and that all employees and contractors have received it.

Relay Calls

20. Beginning immediately as of the effective date of this Agreement, to provide equal access to its telephone services for individuals with disabilities, Peroutka shall require all of its employees and contractors who interact with the public to accept calls via relay services from individuals who are deaf or hard of hearing, or have speech disabilities. Peroutka shall provide direct access to its services to individuals with such disabilities who communicate using relay services.
21. Beginning immediately as of the effective date of this Agreement, Peroutka shall discontinue all policies, procedures, and practices that permit or require the initial Peroutka employee or contractor who receives a relay call to refer the caller to a manager or to call back at another time.
22. When a Peroutka employee receives a call made through a relay service, the employee may take reasonable steps to ensure that the call is valid. These steps may include verification of personal information so long as such verification is not unduly intrusive nor extensive and is equivalent to the verification process used with a caller who does not communicate using a relay service. After such verification has been completed, the employee shall provide to the person with a disability communicating through a relay service access to any service that would be provided to a person without a disability who is communicating with Peroutka by telephone.
23. Within ten (10) days of the effective date of this Agreement, Peroutka shall provide training on the use of relay services to place and receive telephone calls to all employees and contractors whose duties involve telephone communication with the public. Such training shall include

information regarding the use of each different type of relay service (TTY relay service, IP relay service, and video relay service), the procedures to be followed, and the telephone numbers to be used locally to contact each type of relay service to place a relay call.

24. Within thirty (30) days of the effective date of this Agreement, Peroutka shall affix a sticker to each piece of telephone equipment (*e.g.*, telephones, computer terminals and call handling stations, and telephone switchboards) used by employees or contractors to answer telephone calls from the public. The sticker, which shall be prominently displayed in a location that is easy for employees and individuals to see, shall say "Relay calls accepted" or a similar message, approved by the United States, which communicates employees' and contractors' obligation to accept relay calls. Such stickers shall be maintained, refreshed as necessary, and installed on newly leased or acquired equipment used to answer telephone calls for the life of this Agreement.

Phone Lines Dedicated to TTYs

25. Within thirty (30) days of the effective date of this Agreement, to ensure effective communication with persons with disabilities who elect to use TTYs to communicate with Peroutka, Peroutka shall ensure that telephone services dedicated to TTYs are staffed on a basis equivalent to the staffing provided for telephones that are not dedicated to TTYs. Specifically, for telephone services in which Peroutka provides access to its representatives 24 hours per day, 7 days per week, Peroutka will provide the same level of access to callers who use TTYs. Callers using TTYs shall not be directed to leave a message in any circumstance in which callers who do not use TTYs would instead be connected to a representative.

Effective Communication During Face-to-Face Services

26. Beginning immediately as of the effective date of this Agreement, and pursuant to the Effective Communication Policy, Peroutka shall provide individuals who are deaf, are hard of hearing, or have speech disabilities with appropriate auxiliary aids and services, including qualified sign language interpreters and oral interpreters, where necessary to ensure effective communication during face-to-face encounters.

27. The determination of which auxiliary aid or service is appropriate for face-to-face encounters shall be made by Peroutka. As set out in the Effective Communication Policy in Exhibit A, Peroutka will consult with the requesting individual with a disability to determine what type of auxiliary aid is needed to ensure effective communication. The determination shall take into account the nature, circumstances, length, complexity, and importance of the communication, as well as the communication skills of the person with a disability for whom auxiliary aids and services have been requested. The provided auxiliary aid or service must result in effective communication for the individual with a disability.

Documents and Information in Alternate Formats

28. Beginning immediately as of the effective date of this Agreement, and pursuant to its Effective Communication Policy, Peroutka shall provide members of the public who are blind or have low vision with appropriate auxiliary aids and services, including documents in alternate formats, where necessary to ensure effective communication.

Monetary Relief for Complainants

29. The ADA authorizes the Attorney General to seek monetary relief on behalf of aggrieved persons. 42 U.S.C. § 12188(b)(2)(B); 28 C.F.R. § 36.504(a)(2).
30. Within ten (10) business days of the effective date of this Agreement, Peroutka shall pay each of the two complainants fifteen thousand dollars (\$15,000) via check or money order. The Department shall provide Peroutka with the complainants' names and mailing addresses once this agreement is signed and returned. Simultaneously, Peroutka will submit a copy of the check or money order to the Department.

Maintaining Records and Reporting

31. For the term of this Agreement, Peroutka shall preserve all records related to this Agreement, including but not limited to those required by the Effective Communication Policy. Upon reasonable notice to Peroutka, representatives of the United States shall be permitted to inspect and copy any of Peroutka's records or inspect any of Peroutka's locations bearing on

compliance with this Agreement at any and all reasonable times, provided, however, that the United States shall endeavor to minimize any inconvenience to Peroutka from such inspections.

32. Within sixty (60) days of the effective date of this Agreement and, every six months thereafter, Peroutka will submit a written report to the United States describing all actions relating to compliance and noncompliance with this Agreement, including, inter alia, copies of policies and training programs, photographs of notices posted, and any other documents to support compliance with this Agreement. Within thirty (30) days of receipt of a written request by the United States, Peroutka shall provide documents and other information sought by the United States to determine compliance with this Agreement.

ENFORCEMENT

33. If at any time Peroutka desires to modify any portion of this Agreement because of changed conditions making performance impossible or impractical or for any other reason, it will promptly notify the United States in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. All modifications to the Agreement must receive the prior written approval of the United States, which approval shall not be unreasonably withheld or delayed. Until there is written Agreement by the United States to the proposed modification, the proposed modification will not take effect.
34. The United States may review compliance with this Agreement at any time, including, but not limited to, testing of any Peroutka services, locations, or facilities. If the United States believes that Peroutka has failed to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written agreement with the United States for a modification of the relevant terms, the United States will so notify Peroutka in writing, and it will attempt to resolve the issue or issues in good faith. If the United States is unable to reach a satisfactory resolution of the issue or issues raised within thirty (30) days of the date it provides notice to Peroutka, it may institute a civil action in federal court to enforce the terms of this Agreement or title III and may, in such action, seek any relief available under law.
35. Failure by the United States to enforce this Agreement with regard to any deadline or any other provision will not be construed as a waiver of the United States' right to enforce other

deadlines and provisions of this Agreement.

36. A copy of this Agreement, including Exhibit A, will be made available to any person by Peroutka or the United States on request.
37. This Agreement, including Exhibit A, shall be binding on Peroutka and its agents, employees, associates, and contractors. In the event Peroutka seeks to transfer or assign all or part of its interest in any Peroutka location or service covered by this Agreement, and the successor or assignee intends on carrying on the same or similar use of the facility, as a condition of sale, Peroutka shall obtain the written accession of the successor or assignee to any obligation remaining under this Agreement for the remaining term of this Agreement.
38. This Agreement, including Exhibit A, constitutes the entire agreement between the United States and Peroutka on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or their respective agents, that is not contained in this written Agreement, will be enforceable. This Agreement does not affect Peroutka's continuing responsibility to comply with all aspects of the ADA and other federal laws.
39. This Agreement will remain in effect for three (3) years.
40. The person signing this Agreement for Peroutka represents that he or she is authorized to bind Peroutka to this Agreement.
41. The Effective Date of this Agreement is the date of the last signature below.

FOR PEROUTKA AND
PEROUTKA, P.A.:

By: /s/ Stephen G. Peroutka
Stephen G. Peroutka
President
Peroutka and Peroutka, P.A.

FOR THE UNITED STATES

THOMAS E. PEREZ
Assistant Attorney General
EVE L. HILL
Senior Counselor to the Assistant Attorney
General
Civil Rights Division
GREGORY B. FRIEL, Acting Chief

Date: January 3, 2013

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Date: January 3, 2013

Exhibit A

Peroutka and Peroutka, P.A.

Policy for Ensuring Effective Communication with Individuals with Disabilities

It is the policy of Peroutka and Peroutka, P.A. (Peroutka) to ensure that communications with individuals with disabilities are as effective as communications with individuals without disabilities, consistent with the requirements of title III of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12181 - 12189, and the regulation implementing title III, 28 C.F.R. pt. 36. To meet this obligation, Peroutka will provide, free of charge, appropriate auxiliary aids and services, whenever necessary, to ensure that individuals with disabilities have an equal opportunity to participate in, and benefit from, Peroutka's goods, services, facilities, privileges, advantages, or accommodations. 28 C.F.R. §§ 36.301(c), 36.303. This policy applies to all members of the public with disabilities contacting or attempting to contact Peroutka's services, locations, and facilities.

1. What Are Appropriate Auxiliary Aids and Services?

Appropriate auxiliary aids and services include a wide variety of equipment, materials, and services that may be necessary to ensure effective communication for people with disabilities. 28 C.F.R. § 36.303.

For people who are blind or have low vision, appropriate auxiliary aids and services include, but are not limited to, qualified readers; printed information provided in Braille, in large print, in electronic format, or through audio recordings; oral descriptions of action and visual information to ensure the accessibility of proceedings and presentations; note takers; assistance in filling out forms or accessing materials in a computer database; screen reader software or text magnification software to make computer displays accessible; or an assistant to guide a person to find his or her way to an unfamiliar location or along an unfamiliar route.

For people who are deaf, are hard of hearing, or have speech impairments, appropriate auxiliary aids include, but are not limited to, qualified oral/sign language interpreters (including on-site and video remote interpreting (VRI) services), written notes, note takers, computer-assisted real-time transcription services, video text displays, amplified and hearing aid compatible telephones, assistive listening systems, open or closed captioning and caption decoders, teletypewriters (TTYs), computer terminals equipped for video communication, and other effective methods of making information or materials delivered using sound available to individuals who are deaf or hard of hearing.

2. What does the term "qualified interpreter" mean?

The term "qualified interpreter" includes "sign language interpreters," "oral interpreters," or other "interpreters" who, via video remote interpreting (VRI) service or an on-site appearance, are able to interpret competently, accurately, and impartially, both receptively and expressively, using any specialized terminology necessary for effective communication with an individual who is deaf or hard of hearing or who has a speech impairment, given that individual's language skills and education. Not all interpreters are qualified to interpret in all situations. For example, an interpreter who is qualified to interpret using American Sign Language (ASL) is not necessarily qualified to interpret orally. Also, someone who has only a rudimentary familiarity with sign language or finger spelling is not a "qualified sign language interpreter." Likewise, someone who is fluent in sign language but who does not possess the ability to interpret medical or legal terminology; process spoken communication into the proper signs; or observe someone signing and translate their signed or finger-spelled communication into spoken words is not a qualified sign language interpreter. 28 C.F.R. §§ 36.104, 36.303(b). An interpreter who knows tactile interpreting may be the only interpreter who is qualified to interpret for someone who is both deaf and blind. Although an interpreter may be certified, a certified interpreter is not necessarily "qualified." Similarly, certification is not required in order for an interpreter to be "qualified."

3. What is a "qualified reader" and when might a qualified reader be required?

A "qualified reader" is a person who is able to read effectively, accurately, and impartially using any

necessary specialized vocabulary. For example, a qualified reader may assist a person who is blind or has low vision in reading and filling out forms. When assisting a person in reading documents or completing forms that involve confidential personal, medical, or financial information, the assistance must be provided in a private area in order to preserve the privacy of the individual who is being assisted.

4. What does the term "video remote interpreting service" mean?

"Video remote interpreting service (VRI)" means an interpreting service that uses video conference technology over dedicated lines or wireless technology offering high-speed, wide-bandwidth video connection that delivers high-quality video images meeting the following requirement:

- (a) Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry or grainy images, or irregular pauses in communication;
- (b) A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands and fingers, regardless of his or her body position;
- (c) A clear, audible transmission of voices; and
- (d) Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.

5. Can Peroutka employees or contractors ask or require family members or friends of individuals who are blind or have low vision to read for them?

No. Peroutka may not ask or require friends or family members to interpret, read, fill out forms, or provide other auxiliary aids or services for individuals with disabilities. A family member or friend may not be qualified to render the necessary services due to factors such as professional or personal involvement or invasion of an individual's right to keep personal, medical, or financial information confidential from friends and family members.

6. Can Peroutka charge an individual with a disability for the cost of providing an auxiliary aid or service needed for effective communication?

No. People with disabilities must not be asked to pay or be charged for the cost of an auxiliary aid or service needed for effective communication. 28 C.F.R. § 36.301(c).

7. Are there specific procedures for requesting auxiliary aids and services?

Whenever possible, requests for auxiliary aids and services should be directed to [*insert name, and title*], Peroutka, [*insert telephone number, and email address*]. Requests can be made by an individual with a disability who needs the auxiliary aids or services or by someone acting on that individual's behalf. When [*name of person designated above*] is not available to receive a request, the request may be directed to [*designate alternative personnel for receiving requests*]. Requests can be made either in writing or orally.

Requests should be made in advance, whenever possible, in order to better enable Peroutka to address the communication needs of the individual. However, Peroutka will address all requests for auxiliary aids and services promptly and in accordance with ADA requirements.

8. How will Peroutka determine which auxiliary aids and services to provide?

In determining which types of auxiliary aids and services to provide, Peroutka will consult with the requesting individual with a disability to determine what type of auxiliary aid is needed to ensure effective communication. In many cases, more than one type of auxiliary aid or service may facilitate effective communication. The provided auxiliary aid or service must result in effective communication for the individual with a disability.

9. How will Peroutka handle requests for auxiliary aids and services?

Upon receipt of notification that any auxiliary aids and services will be necessary, Peroutka's personnel will confer with the individual with the disability to ascertain the individual's needs. Peroutka will respond promptly to all requests for auxiliary aids and services to ensure that individuals with disabilities have a full and equal opportunity to participate in, and benefit from the goods, services, facilities, privileges, advantages, or accommodations offered by Peroutka. Peroutka will neither request nor require documentation of disability.

Peroutka will not disclose information about an individual's disability or requests for auxiliary aids and services except to Peroutka personnel who have a need to know this information (*e.g.*, to make a decision on a request and/or to provide the auxiliary aids and services).

10. What records will Peroutka keep regarding auxiliary aids and services?

Except for simple requests that are immediately granted, Peroutka personnel will maintain records of requests for auxiliary aids and services. These records should include the request date; name of the individual making the request; name of the individual for whom the request is made; auxiliary aids and services requested; date of response to the request; description of the auxiliary aids and services provided; and date the auxiliary aids and services were provided. If Peroutka did not provide the requested auxiliary aids and services, the record must include a description of any auxiliary aids and services that were provided; the date they were provided; reasons for denying the requested auxiliary aids and services; and the decision maker's name and title.

11. What should Peroutka personnel do if they believe that provision of requested auxiliary aids and services will result in a fundamental alteration or impose undue financial and administrative burdens on Peroutka?

Peroutka is not required to provide a requested auxiliary aid or service if it can demonstrate that doing so would fundamentally alter the nature of the goods, services, facilities, privileges, or advantages being offered or would result in an undue burden, *i.e.*, significant difficulty or expense. In such circumstances,

Peroutka must adopt any other feasible measures to ensure that, to the maximum extent possible, the individual with a disability receives the goods, services, facilities, privileges, advantages, or accommodations offered by Peroutka.

All decisions denying a requested auxiliary aid or service on the grounds that doing so would result in a fundamental alteration or impose undue burdens must be made by [*insert name, and title*] after considering all resources available to Peroutka for use in the funding and operation of Peroutka's services, and must be accompanied by a written statement of the reasons for reaching that conclusion.

Any questions about this policy should be directed to [*insert name, title, address, telephone number, and email address of Peroutka*].

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last updated January 3, 2013