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## Ohio Legal Rights Service FACT SHEET:

### **FAQs About Your Right to a Sign Language Interpreter During Appointments with Medical and Other Treatment Providers**

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**Question:** *Do I have the right to have a sign language interpreter during appointments with my doctor and other treatment providers?*

**Answer:** You have the right to effective communication between you and your treatment providers. You have the right to the same access to service and quality of service that hearing patients receive. Some kinds of appointments may require a sign language interpreter for there to be effective communication with your doctor or treatment provider, equal access and equal quality of service. Other kinds of appointments may not require a sign language interpreter to assure you effective communication, equal access and equal quality of service.

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**Question:** *Which kinds of appointments require a sign language interpreter to assure me equal access and quality of service and effective communication?*

**Answer:** Appointments with a lot of communication and new or complex information require a sign language interpreter to assure that the information is communicated effectively. For example, your doctor should use a sign language interpreter to explain a new medication, treatment or procedure, or to obtain your informed consent. On the other hand, a sign language interpreter may not be necessary to refill prescriptions, for follow-up appointments or for other routine appointments.

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**Question:** *What is effective communication?*

**Answer:** Communication with your treatment provider is effective communication when you are assured an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement from your doctors' treatment and services as any hearing patient, in the most integrated setting appropriate to your needs. Effective communication between you and your treatment providers is necessary to assure you the same access to service and quality of service that hearing patients receive.

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**Question:** *Do I have the right to a sign language interpreter during my child's appointments, if my child can hear and I am deaf?*

**Answer:** You have the right to effective communication, equal access and equal quality of service from your child's provider. You may or may not be entitled to a sign language interpreter during every appointment. Your child's provider must assure you the same access and quality of service that any other child's parent receives. Effective communication of new and complicated information about your child's treatment requires a sign language interpreter, but routine appointments like prescription refills and follow-up appointments may not require a sign language interpreter.

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**Question:** *What laws protect my right to have a sign language interpreter during my medical appointments?*

**Answer:** Title III of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and Chapter 4112 of the Ohio Revised Code (Ohio's civil rights law) prohibit discrimination based on disability. Under these laws you have the right to the same access and quality of service that hearing patients receive. These laws give you the right to a sign language interpreter during some, though not all, appointments. [The following FAQs will refer to these laws as "the ADA," "Section 504" and "Chapter 4112."]

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**Question:** *Do these laws apply to my doctor and other treatment providers?*

**Answer:** Yes. The ADA and Chapter 4112 apply to places of public accommodation like stores, restaurants, libraries and hospitals. Your doctor's office and other treatment providers' offices where clients are received are places of public accommodation, and so the ADA and Chapter 4112 apply to your doctor and other providers. Section 504 applies to providers who receive federal funds like Medicaid and Medicare. Even if your provider receives federal funds for only one patient, Section 504 applies to your provider's treatment of all other patients.

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**Question:** *My doctor has a small medical practice. Do these laws apply?*

**Answer:** Yes. These laws apply to both large and small medical practices. Exclusion, denial of services, segregation and different treatment because of disability are prohibited by these laws. The ADA requires medical practices of all sizes to provide auxiliary aids and services, like sign language interpreters, that are necessary to assure equal access and quality of service and effective communication. Section 504 excuses small medical practices with fewer than fifteen employees from this requirement to provide auxiliary aids and services. Also, the laws do not require medical practices to bear undue cost and administrative burdens.

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**Question: *What are auxiliary aids and services?***

Answer: Auxiliary aids are tools necessary to assure people with sensory, communication and other impairments an equal opportunity to benefit from a service. The ADA and Section 504 define auxiliary aid or service to include sign language interpreters. Auxiliary aids and services like sign language interpreters are necessary to properly diagnose, treat and obtain informed consent from some patients who are deaf or hard of hearing. Without auxiliary aids, doctors and medical staff may not understand the patient's report of symptoms, may misdiagnose the patient's medical problem, and may prescribe the wrong and even harmful treatment.

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**Question: *Do I have the right to choose the kind of auxiliary aid I prefer?***

Answer: No. Your doctor is allowed to choose a form of auxiliary aid which your doctor believes will assure effective communication with you. However, your doctor should consult with you about which form of auxiliary aid works best for you.

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**Question: *Do I have the right to a certified sign language interpreter?***

Answer: No. Although there are national accreditation and certification bodies for sign language interpreters, your doctor is not required to provide an accredited or certified sign language interpreter. If a sign language interpreter is necessary to assure you effective communication and equal access and quality of service, your doctor is only required to provide you a sign language interpreter who is qualified according to the standards of the profession.

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**Question: *May my doctor make me use a family member as a sign language interpreter?***

Answer: No. Family members may not have the expertise or may be too emotionally involved to assure effective communication between you and your doctor, and they may compromise your right to privacy. Your doctor should discuss with you which sign language interpreter or other auxiliary aid works best for you.

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**Question: *Can my doctor deny me a sign language interpreter during my medical appointments if lip reading and written notes work just as well?***

Answer: Yes, but only if lip reading and written notes would assure effective communication during a particular appointment. For persons who use lip reading regularly or read and understand print well, lip reading and written notes may assure effective communication during some appointments. However, lip reading and written notes are not always effective to communicate large amounts of detailed and

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complicated information. Lip reading only captures twenty-five percent of spoken content, on average. Written notes may be too slow, incomplete and inaccurate to keep up with the discussion and may be too different from American Sign Language and other signed language for some deaf people to recognize. Lip reading and written notes may assure effective communication for some appointments and not for others. The communication method should be chosen according to the nature and purpose of each appointment.

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**Question:** *Can my doctor charge me the cost of a sign language interpreter?*

**Answer:** No. Under the federal laws (ADA and Section 504), if a sign language interpreter is necessary to assure you effective communication and provide you equal access and quality of services, your doctor must pay for the sign language interpreter. Your doctor is not allowed to bill you for that expense. Ohio's law (Chapter 4112) does not require places of public accommodation like your doctor's office to pay for a sign language interpreter and other auxiliary aids. However, Ohio law prohibits discrimination based on disability in the form of denied access to treatment. In some cases the refusal to pay for a sign language interpreter effectively denies access to a person who is deaf or hard of hearing, and could violate Ohio law.

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**Question:** *My doctor complains that a sign language interpreter costs more than my doctor is paid for my medical appointment. Can my doctor refuse to pay?*

**Answer:** No. If a sign language interpreter is necessary to provide you equal access and quality of care, and necessary to assure you effective communication, your doctor must pay the sign language interpreter even if that appointment is financially a net loss to your doctor's practice. Your doctor is not, however, required to bear an undue burden or to fundamentally alter your doctor's medical practice. For example, a payment may be considered an undue burden or fundamental alteration if it would cause your doctor to go bankrupt or go out of business. A loss on a single appointment or even providing ongoing care for a patient does not establish an undue burden or fundamental alteration. The overall financial circumstances of your doctor's practice must be considered.

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**Question:** *Does my doctor have to pay a sign language interpreter for every one of my medical appointments?*

**Answer:** No. Your doctor has to pay only for those appointments where a sign language interpreter is necessary to provide you equal access and quality of service, and to assure you effective communication.

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**Question: *What can I do if my doctor refuses to pay for a sign language interpreter?***

Answer: If you believe your doctor has discriminated against you because of your disability by refusing to provide or pay for a sign language interpreter necessary to assure you effective communication, you have the right to file complaints with administrative agencies and to file law suits in federal and state court.

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**Question: *How do I file an administrative complaint against my doctor?***

Answer: The U.S. Department of Justice receives complaints of violations of the ADA and Section 504:

U.S. Department of Justice  
Civil Rights Division  
950 Pennsylvania Avenue, NW  
Disability Rights Section, NYAV  
Washington, DC 20530  
TTY 800-514-0383  
TEL 800-514-0301  
WEB <http://ada.gov/t3compfm.htm>

The U.S. Department of Health and Human Services also receives complaints of violations of Section 504:

U.S. Department of Health & Human Services  
Office for Civil Rights  
233 North Michigan Avenue, Suite 240  
Chicago, IL 60601  
TDD 312-353-5693  
TEL 312-886-2359  
WEB <http://www.hhs.gov/ocr/discrimhowtofile.html>

Although Ohio's civil rights law does not require your doctor to provide auxiliary aids, there may be some other basis for a discrimination complaint. The Ohio Civil Rights Commission receives complaints of violations of Ohio's civil rights law:

Ohio Civil Rights Commission  
1111 East Broad Street, Suite 301  
Columbus, Ohio 43205  
TTY 614-753-2391  
TEL 888-278-7101  
WEB [http://crc.ohio.gov/cf\\_affidavit\\_form.asp](http://crc.ohio.gov/cf_affidavit_form.asp)

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**Question:** *How much time do I have to file an administrative complaint against my doctor?*

**Answer:** You have 180 days after the act of discrimination to file a complaint with federal administrative agencies. You have six months after the act of discrimination to file a complaint with the Ohio administrative agency. If you wait longer than those time periods, you lose your right to file a complaint with these agencies.

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**Question:** *Can I sue my doctor in court if he refuses to pay for a sign language interpreter?*

**Answer:** Yes. You have the right to file law suits in state and federal courts under the ADA, Section 504 and Chapter 4112.

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**Question:** *How much time do I have to file a law suit in court against my doctor?*

**Answer:** You have two years to file a law suit in a federal court and six years to file a law suit in an Ohio state court. If you wait longer than these times, you may lose your right to file a law suit. You are not required to have an attorney to file a law suit, but Ohio Legal Rights Service recommends that you consult an attorney as soon as possible to protect your rights.

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**Question:** *Do I have to file an administrative complaint first, before I may file a law suit?*

**Answer:** No. You are not required to first file an administrative complaint before you file a law suit in court. You may file a complaint, or a law suit, or both.

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**Question:** *Can I sue on behalf of my family member who is deaf, if I have no disability?*

**Answer:** Yes. You may sue under the ADA because you are associated with a person who has a disability. Any aggrieved person may sue under Section 504.

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**Question:** *Can I sue my doctor for money damages?*

**Answer:** The ADA only allows courts to award injunctive relief. Injunctive relief is a court order to take a specific action. For example, the court could order your doctor to pay for a sign language interpreter. Section 504 allows courts to award both compensatory and punitive damages. Compensatory damages are awarded to compensate or pay you for your losses or suffering, and punitive damages are awarded to punish a doctor or medical practice for discriminating against you. Under federal law, the court may also award attorney fees.

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