

**VOLUNTARY RESOLUTION AGREEMENT**

Between the

U.S. Department of Health and Human Services  
Office for Civil Rights

And

Doctors' Center Hospital San Juan, Inc.

Doctors' Center Hospital Bayamón, Inc.

Doctor Center Hospital Inc.,

Transaction Number: 12-146835

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## **I. INTRODUCTION**

This Resolution Agreement (“Agreement”) is entered into by the U.S. Department of Health and Human Services (“HHS”), Office for Civil Rights (“OCR”), and Doctors’ Center Hospital San Juan, Inc., including but not limited to Doctors’ Center Hospital Bayamón, Inc., and Doctors’ Center Hospital, Inc. This Agreement resolves OCR Transaction Number 12-146835, a discrimination complaint alleging, *inter alia*, that the Doctors’ Center Hospital<sup>1</sup> San Juan, Inc., located in San Juan Puerto Rico discriminated against the complainant, who is deaf, by denying her an appropriate auxiliary aid (sign language interpreter) during her daughter’s hospitalization.

### **A. Parties to the Agreement**

1. United States Department of Health and Human Services, Office for Civil Rights; and
2. Doctors' Center San Juan, Inc., Doctors’ Center Hospital Bayamón, Inc., and Doctors’ Center Hospital Inc.

### **B. Jurisdiction**

OCR is the HHS office charged with enforcing civil rights laws as they pertain to programs funded by HHS. The Doctors’ Center Hospital San Juan, Inc., Doctors’ Center Hospital Bayamón, Inc., and Doctors’ Center Hospital, Inc., receive federal financial assistance through their participation in Medicare, Title XVIII of the Social Security Act, 42 U.S.C. § 1395 et. seq., and/or Medicaid, Title XIX of the Social Security Act, 42 U.S.C. §1396 et. seq., and Medicare, Title XVIII of the Social Security Act, 42 U.S.C. § 1395 et. seq., and are subject to Section 504 of the Rehabilitation Act of 1973, 29 United States Code (U.S.C.) § 794, and its implementing regulation, 45 Code of Federal Regulations (C.F.R.) Part 84 (“Section 504”). Section 504 and prohibits discrimination on the basis of disability. Part 84

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<sup>1</sup> OCR’s investigation of Doctors’ Center Hospital San Juan, Inc., investigated the hospital’s compliance with applicable federal laws, the Doctors’ Center Hospitals, Inc., located in , Puerto Rico, corporate attorney advised OCR of the desire to voluntarily resolve all potential civil rights compliance issues with all of the Doctors’ Center Hospitals which are separate corporations under one ownership. The names of the individual hospitals that this agreement will cover are Doctors’ Center Hospital, Inc., Doctors’ Center Hospital Bayamón, Inc., and Doctors’ Center Hospital San Juan, Inc.

prohibits such discrimination in programs and activities receiving Federal financial assistance from the HHS.

### **C. Background**

The complaint which was filed on August 2, 2012 alleged that in May 2012, Doctor's Center Hospital San Juan, Inc., denied the complainant an appropriate auxiliary aid, (sign language interpreter) during her daughter's hospitalization in violation of Section 504.

### **D. Purpose of the Agreement**

The purpose of this Agreement is to ensure that Doctors' Center Hospital San Juan, Inc., Doctor Center Hospital Bayamón, Inc., and Doctors' Center Hospital, Inc., (hereinafter referred to collectively as DCH) compliance with Section 504. To resolve this matter without further burden or the expense of additional investigation or litigation, the DCH agrees to the terms stipulated in this Agreement and affirms its assurance of compliance with all provisions of Section 504. The promises, obligations or other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between DCH and OCR.

The actions described in this Agreement fully address the issues described in the complaint. It is understood and agreed by OCR that the DCH's agreement to take steps outlined herein was reached prior to issuance of findings by OCR. This Agreement shall not be deemed or construed to be an admission or evidence of any violation of any law or regulation or of any liability or wrongdoing on the part of the DCH or its staff.

## **II. DEFINITIONS**

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

### **A. Appropriate Auxiliary Aids and Services**

Include, but are not limited to, qualified sign language, oral, or relay interpreters; qualified note-takers; computer-assisted real time transcription services; written materials; pictographs; telephone handset amplifiers; assistive listening devices and systems; telephone compatible hearing aids; closed caption

decoders; open and closed captioning; teletypewriters/telecommunication devices for the deaf (TTYs/TDDs); video interpreting services; and other methods of ensuring effective communication with individuals who are deaf or hard of hearing.

## **B. Companion**

A person who is one of the following: (a) a person whom the Patient designates to communicate with DCH on his or her behalf regarding the Patient's condition or care; (b) a person legally authorized to make health care decisions on behalf of the Patient; or (c) such other person with whom DCH Staff would ordinarily and regularly communicate regarding the Patient's medical condition.

## **C. Patient**

An individual who is seeking or receiving health care services including such services as the opportunity to donate blood, attend health education classes, or discuss billing issues.

## **D. Qualified Interpreter**

Includes sign language interpreters, oral interpreters, video interpretation services or other interpreters who are able to interpret competently, accurately, and impartially, both receptively and expressively, using any specialized terminology necessary for effective communication in a health care setting to a Patient or a Companion who is deaf or hard of hearing. An interpreter must be able to sign to the person who is deaf what is being said by the hearing person, and to voice to the hearing person what is being signed by the person who is deaf. Because a qualified reader or interpreter must be able to interpret impartially, a Companion of the Patient who requires a communication-related auxiliary aid or service may not be qualified to render the necessary auxiliary aid or service because of factors such as professional or personal involvement. Additionally, 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."

Not all interpreters are qualified for all situations. For example, an interpreter who is qualified to interpret using American Sign

Language is not necessarily qualified as an oral interpreter. Someone who has only a rudimentary familiarity with sign language or finger spelling is not a qualified sign language interpreter. Also, someone who is fluent in sign language but who does not possess the ability to process spoken communication into the proper signs or to observe someone signing and translate their signed or finger-spelled communication into spoken words is not a qualified sign language interpreter. A "qualified interpreter" may include a "relay interpreter" who has specific skill and training in acting as an intermediary between a Patient and a Companion and a sign language interpreter in instances when the interpreter cannot otherwise independently understand the consumer's primary mode of communication.

#### **E. Qualified Note Taker**

A note taker who is able to transcribe voice communications competently, accurately, and impartially, using any specialized terminology necessary to effectively communicate in a health care setting to a Patient or a Companion who is deaf or hard of hearing, given that individual's language skills and history.

#### **F. Section 504 Coordinators**

The individual designated at each location of DCH to coordinate efforts to comply with and carry out its Section 504 responsibilities.

#### **G. Section 504 Grievance Procedure**

DCH's process for addressing complaints of disability discrimination from employees, applicants, Patients, Companions, and other interested parties that incorporate appropriate due process standards and provide for the prompt and equitable resolution of grievances.

#### **H. DCH Staff**

All DCH employees, as well as contractors working with DCH, including, without limitation, nurses, physicians, social workers, technicians, admitting personnel, security staff, counselors and therapists, and all volunteers, who have or are likely to have direct contact with Patients and Companions as defined herein.

### **III. GENERAL PROVISIONS**

#### **A. Facilities Covered by the Agreement.**

This agreement covers Doctors' Center Hospital San Juan, Inc., Doctors' Center Hospital Bayamón, Inc. and Doctors' Center Hospital, Inc.

#### **B. Suspension of Administrative Actions.**

Subject to the continued performance by DCH of the stated obligations and required actions contained in this Agreement and in conformity with Section III.D, Failure to Comply with the Terms of this Agreement, OCR shall suspend administrative action on OCR Transaction Number 12-146835.

#### **C. Effective Date and Term of the Agreement**

This Agreement shall become effective on the date it is signed by both parties (the "Effective Date") and shall remain in effect for twelve (12) months after the Effective Date (the "Term"). At such time, if OCR determines that DCH has completed all actions required by the Agreement, OCR's review and monitoring of this Agreement shall terminate.

#### **D. Failure to Comply with the Agreement**

Throughout the term of this Agreement, if at any time OCR determines that DCH has failed to comply with any provision of this Agreement, OCR shall notify DCH in writing. The notice shall include a statement of the basis for OCR's determination and shall allow DCH fifteen (15) working days to either; (a) explain in writing the reason for the actions and describe the remedial actions that have been or shall be taken to achieve compliance with this Agreement or (b) dispute the accuracy of OCR's findings. On notice to DCH, OCR may shorten the 15 day period if it determines that a delay would result in irreparable injury to the complainant or to other affected parties. If DCH does not respond to the notice, or if, upon review of DCH's response, OCR determines that DCH has not complied with the terms of the Agreement, OCR reserves the right to reopen its investigation of the DCH's compliance with Section 504. OCR may incorporate into its reopened investigation any relevant

evidence of noncompliance with this Agreement, and any relevant evidence gathered by OCR prior to the signing of this Agreement.

#### **E. Effect on Other Compliance Matters**

The terms of this Agreement do not apply to any other issues, investigations, reviews, or complaints of discrimination that are unrelated to the subject matter of this Agreement and that may be pending before OCR or any other Federal agency. This Agreement does not preclude OCR from conducting future compliance reviews of DCH or from conducting investigations of complaints filed against DCH that are received after the Effective Date of this Agreement. Nothing in this Agreement shall be construed to limit or restrict OCR's statutory and regulatory authority to conduct compliance reviews or complaint investigations.

#### **F. DCH's Continuing Obligations**

Nothing in this Agreement is intended to relieve DCH of their continuing obligation to comply with other applicable Federal nondiscrimination statutes and their implementing regulations, including Section 504 and its implementing regulation at 45 C.F.R. Part 84.

#### **G. Prohibition Against Retaliation and Intimidation**

DCH shall not retaliate, intimidate, threaten, coerce or discriminate against any person who has filed a complaint or who has assisted or participated in the investigation of any matter addressed in this Agreement.

#### **H. OCR's Review of DCH's Compliance with the Agreement**

OCR may, at any time, review DCH's compliance with this Agreement. As part of such review, OCR may interview witnesses, examine and copy documents, and require DCH to provide written reports and permit inspection of DCH's facilities and services. Throughout the term of this Agreement, DCH agrees to retain records required by OCR to assess DCH's compliance with the Agreement and to submit the requested records to OCR. OCR will maintain the confidentiality of all

documents, files and records received from DCH and will not disclose their contents except where necessary in formal enforcement proceedings or where otherwise required or allowed by law.

#### **I. Technical Assistance**

OCR agrees to provide appropriate technical assistance to DCH regarding compliance with this Agreement, as requested and as reasonably necessary.

#### **J. Non-Waiver Provision**

Failure by OCR to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision shall not be construed as a waiver of OCR's right to enforce other deadlines or any provisions of this Agreement.

#### **K. Entire Agreement**

This Agreement constitutes the entire understanding between DCH and OCR in resolution of OCR Transaction Number 12-146835. Any statement, promise or agreement not contained herein shall not be enforceable through this Agreement.

#### **L. Modification of Agreement**

This Agreement may be modified by mutual agreement of the parties in writing.

#### **M. Effect of DCH Program Changes.**

DCH reserves the right to change or modify its programs, so long as DCH ensures compliance with Section 504 and other applicable Federal statutes and the provisions of this Agreement. Significant program changes that may affect compliance with this Agreement or any applicable statutes and regulations within OCR's jurisdiction must be promptly reported to OCR.

#### **N. Publication or Release of Agreement**

OCR places no restrictions on the publication of the terms of this Agreement. In addition, OCR may be required to release this

Agreement and all related materials to any person upon request, consistent with the requirements of the Freedom of Information Act, 5 U.S.C. § 522, and its implementing regulation, 45 C.F.R. Part 5.

**O. Authority of Signer**

The individual who signs this document on behalf of DCH represent that he or she is authorized to bind the DCH to this Agreement.

**P. Third Party Rights.**

This Agreement can only be enforced by the parties specified in this Agreement, their legal representatives, and assigns. This Agreement shall be unenforceable by third parties and shall not be construed to create third party beneficiary rights.

**Q. Miscellaneous.**

When OCR verifies that DCH has completed all actions contained in this Agreement, OCR shall consider all matters related to this investigation resolved and so notify DCH in writing.

**IV. GENERAL OBLIGATIONS**

**A. Disability Non-discrimination**

DCH shall provide deaf or hard of hearing Patients and/or Companions with the full and equal enjoyment of the services, privileges, facilities, accommodations and benefits of DCH without discrimination, as required by Section 504.

**B. Non-discrimination by Association**

DCH shall not deny equal services, accommodations, or other opportunities to any individual because of the known relationship of the individual with someone who is deaf or hard of hearing.

**C. Section 504 Coordinator**

Within fifteen (15) calendar days of the Effective Date of this Agreement, DCH shall designate one individual to be responsible for coordination of its effort to comply with Section 504. The

DCH shall publish, in an appropriate form, the name, title, function, telephone number, email and physical address of the Section 504 Coordinator. The Section 504 Coordinator (and their designee(s)) shall be available to answer questions and provide appropriate assistance to DCH Staff and the public at their designated facility regarding immediate access to, and proper use of, the appropriate auxiliary aids and services required by this Agreement. The Section 504 Coordinator shall oversee and ensure the quality of the services provided by the interpreters, readers and note-takers that DCH uses.

#### **D. Section 504 Grievance Procedures**

Within sixty (60) calendar days of the Effective Date of this Agreement, DCH shall adopt and submit to OCR the Section 504 Grievance Procedure at Attachment C for addressing complaints of disability discrimination, including complaints regarding the failure to provide appropriate auxiliary aids and services. The Section 504 Grievance Procedure must be consistent with 45 C.F.R. § 84.7. DCH will update the Section 504 Coordinator information contained in the Section 504 Grievance Procedures, as necessary.

OCR shall review the Section 504 Grievance Procedure within fifteen (15) calendar days of receipt. The Grievance Procedure shall not be implemented by DCH without the approval of OCR.

Within thirty (30) calendar days of approval by OCR., DCH's Section 504 Coordinator's designee(s) shall be available to assist interested persons in filing Section 504 grievances and shall forward completed grievance to the Section 504 Coordinator for appropriate action.

DCH shall take steps to notify the DCH Staff, Applicants, Patients, Companions, and interested persons of the information contained in the Section 504 Grievance Procedure. This information shall be communicated as follows:

1. Within thirty (30) calendar days after approval by OCR, Doctors' Center Hospitals shall post copies of the Section 504 Grievance Procedure of conspicuous size and print in visible locations in DCH facilities and on each such facility's and/or service's website;

2. DCH shall publish the Section 504 Grievance Procedure in patient handbooks or similar publications within sixty (60) calendar days of approval of the Grievance Procedure by OCR; and
3. DCH's Section 504 Coordinator (and his/her designee(s)) shall be responsible for maintaining and providing copies of the Section 504 Grievance Procedure to interested persons, including in alternative formats such as Braille, large print, and audiotape.

#### **E. Notice of Nondiscrimination**

Within sixty (60) calendar days after the Effective Date of this Agreement, DCH shall adopt and submit to OCR the Notice of Nondiscrimination at Attachment D, which states that DCH does not discriminate on any ground prohibited by Federal law, including disability, and provides the name, title, and contact information of DCH Section 504 Coordinator.

OCR shall review the Notice of Nondiscrimination within fifteen (15) calendar days of receipt. The Notice of Nondiscrimination shall not be posted by DCH without the approval of OCR.

DCH shall take steps to notify Patients, Companions, and DCH Staff of the information contained in the Notice of Nondiscrimination. This information shall be communicated:

1. Within sixty (60) calendar days of approval by OCR, by posting signs of conspicuous size and print in visible locations at DCH facilities and on each such facility's service's website;
2. Within sixty (60) calendar days of approval by OCR, by including this information in DCH patient handbooks or in similar publications.

#### **F. Nondiscrimination Statement**

Within sixty (60) calendar days after the Effective Date of this Agreement, DCH shall adopt and submit to OCR the Nondiscrimination Statement, which identifies DCH's Section 504

Coordinator, at Attachment E, for inclusion on each on each covered DCH facility or services' website and in all major publication or brochures, including DCH Patient Rights and Responsibilities.

OCR shall review the Nondiscrimination Statement within fifteen (15) calendar days of receipt. The Nondiscrimination Statement shall not be implemented by DCH without the approval of OCR.

Within sixty (60) calendar days of approval by OCR, DCH shall publish the Nondiscrimination Statement.

## **V. Provision of Appropriate Auxiliary Aids and Services**

### **A. Recognition**

DCHs recognizes that deaf or hard of hearing Patient's and Companions need and have a right to appropriate auxiliary aids and services to access and fully participate in health care provided by DCH(s). DCH is committed to providing appropriate auxiliary aids and services in a timely manner to deaf or hard of hearing Patients and Companions to ensure effective communication and an equal opportunity to participate fully in the benefits, activities, programs and services provided by DCH. This includes ensuring effective communication between DCH Staff, officers, personnel, contractors and subcontractors and deaf or hard of hearing Patients and Companions.

### **B. Revised Policies and Procedures**

Within sixty (60) calendar days of the Effective date of this Agreement, DCH shall adapt and submit to OCR the Auxiliary Aids and Services For Persons With Disabilities Policy and Procedures, at Attachment F, to ensure effective communication with deaf or hard of hearing Patients and/or Companions, consistent with the requirements of this Agreement and Section 504. The revised policy and procedures shall include, at a minimum, the following:

1. A section indicating that appropriate auxiliary aids and services shall be provided free of charge to deaf or hard of

hearing Patients and/or Companions when such aids or services are necessary to ensure effective communication.

2. A section designating the name and title (e.g., office manager or chief operations officer) of the individual who will make the determination of what auxiliary aid or service DCH will provide to a deaf or hard of hearing Patient or Companion who requests one.
3. A section indicating that DCH staff will consider the following factors in reaching the determination referred to in V-B.2 , above: (a) the nature, length, and importance of the communication at issue; (b) the Patient's and Companion's disability and communication skills and knowledge; (c) the Patient's health status or changes thereto; (d) the Patient's and/or Companion's preference or stated need for an interpreter; and (e) the reasonably foreseeable health care activities of the Patient (e.g., medical tests or procedures, meetings with health care professionals, or discussions concerning billing, insurance, history, diagnosis, prognosis, self care, or discharge). DCH(s) staff, taking into account the preferences of the individual, will decide which auxiliary aid or service to provide, so long as effective communication is provided.
4. A section indicating general circumstances under which auxiliary aids and services, including but not limited to, qualified interpreters will be provided when necessary for effective communication. Examples include, but are not limited to: (a) determining a Patient's medical history or obtaining a description of the Patient's ailments or symptoms; (b) explaining and describing inpatient, outpatient, pre-operative, post-operative, and other medical procedures, tests, or treatment; (c) discussing test results; (d) discussing diagnosis, prognosis, and treatment options; (e) obtaining informed consent or permission for procedures, surgery, or other treatment options; (f) explaining reasons for, how to take and possible side effects of medications; (g) communicating during treatment and testing; (h) communicating during discharge or post-operative planning and instruction; (i) discussing complex financial or insurance matters; (j) any other circumstances in which auxiliary aids and services are necessary to ensure a Patient's privacy or

confidentiality, or other rights provided by Federal or local law.

OCR shall review the revised policy and procedures within fifteen (15) calendar days. The policy and procedures shall not be implemented by DCH without the approval of OCR. Within thirty (30) calendar days of OCR approval, DCH shall implement them and disseminate them to DCH Staff and subcontractors.

### **C. General Assessment Criteria**

DCH shall engage in an interactive process with the deaf or hard of hearing Patient and Companion to determine which appropriate auxiliary aids and services are needed to ensure effective communication. As part of this process DCH shall discuss with the Patient and Companion, whenever possible, the type of auxiliary aids and services needed and the Patient's and Companion's preference of auxiliary aids or services. DCH staff, taking into account the preferences of the individual, will decide which auxiliary aid or service to provide, so as long as effective communication is provided.

Lip reading, in some instances, may be an effective means of communication; however, it should not be relied upon as the sole or primary means of communication. Relevant factors in determining whether communication using lip reading is appropriate include: (1) the Patient's and Companion's fluency in English; (2) the Patient's and Companion's competency in lip reading; (3) whether the Patient and Companion have residual hearing; and (4) the nature, length, importance and complexity of the matter being discussed.

In some instances, hand-written notes may be an effective means of communication. Relevant factors in determining whether communication using hand-written notes is appropriate include: (1) the Patient's and Companion's fluency in written English, and (2) the nature, length, importance and the complexity of the matter being discussed.

### **D. General Circumstances When Auxiliary Aids and Services Will Be Provided**

The scope of this Agreement is limited to services provided through covered DCH facilities and services. DCH shall provide auxiliary aids and services, including but not limited to qualified interpreters, to Patients and Companions who are deaf or hard of hearing in situations where such provision is necessary for effective communication. Situations in which provision of auxiliary aids and services may be necessary for effective communication include, but are not limited to, the items described in Section V-B.4. This list does not imply that a qualified interpreter must always be provided in these circumstances. Nor does it suggest that there are not other circumstances when it may be appropriate to provide qualified interpreters for effective communication.

## **E. Initial Assessment and Ongoing Assessments**

1. Scheduled Appointments and Non-Scheduled Incidents: Beginning sixty (60) calendar days of the Effective Date of this Agreement, DCH will have in place a process to ensure that when a Patient arrives at a covered DCH facility or service seeking medical care (as part of a scheduled appointment or otherwise), trained DCH Staff shall perform an initial communication assessment to determine whether the Patient and Companion requires auxiliary aids or services in order to ensure effective communication. The assessment will consider the timing, duration, and frequency for which appropriate auxiliary aids and services will be provided. The Patient and Companion will be provided with an appropriate auxiliary aid or service. The fact of the assessment and any identified auxiliary aids or services for the Patient and Companion will be documented in a conspicuous space in the Patient's registration records.
2. Continuation of Provision of Appropriate Auxiliary Aids and Services: After conducting an initial assessment at a covered facility or service DCH, that facility or service shall continue to provide appropriate auxiliary aids and services to Patients and Companions during the entire period of the Patient's hospitalization and/or outpatient visits, without requiring subsequent requests for the appropriate auxiliary aids and services by the Patient and/or Companion. DCH Staff shall keep records that reflect the ongoing provision of appropriate auxiliary aids and services to Patients and Companions.

3. Determination Not to Provide Requested Auxiliary Aid or Service: If, after conducting the assessment as described in Section V of this Agreement, DCH facility or service decides not to provide a particular auxiliary aid or service requested by a Patient and/or Companion, DCH Staff at the facility or service shall so advise the person requesting the auxiliary aid or service and document the basis for the determination, including the date of the determination, the name and title of the DCH Staff who made the determination, and the alternative auxiliary aid or service, if any, that DCH has decided to provide. Upon request, a copy of this documentation shall be provided to the Patient and/or Companion and retained in the Patient's medical record.

#### **F. Notifying Deaf and Hard of Hearing Patients and/or Companions of the Availability of Auxiliary Aids and Services**

Within thirty (30) calendar days of OCR's approval of DCH revised policies and procedures (see Section V-B), DCH shall provide notice to deaf and hard of hearing individuals of the following: (1) the right to appropriate auxiliary aids and services free of charge; (2) the process for filing and resolving grievances about such services with DCH; and (3) DCH staff member(s) who have been designated to provide assistance regarding access to appropriate auxiliary aids and services.

The notice shall be readily and routinely available and visible in a conspicuous location on DCH's website and covered DCH facilities and services.

#### **G. Interpreter Services**

When an interpreter is necessary for effective communication, the DCH shall ensure that interpreters are provided in a timely manner. DCH agree that, between the time an interpreter is requested and the time an interpreter arrives, DCH Staff will continue to try to communicate with the Patient and Companion who is deaf or hard of hearing for such purposes and to the same extent as they would have communicated with a person who is not deaf or hard of hearing, using all available methods of communication. This section is not intended to delay the provision of appropriate medical care and services.

A staff member authorized to approve and schedule interpreting services shall be available at all times during normal business hours.

Types of Interpreter Services:

1. Qualified interpreters on the DCH staff;
2. Qualified interpreters who are contractors or employees of agencies, nonprofits, or community organizations;
3. Qualified interpreters who work through volunteer programs; or
4. Video Interpretation Services (VIS) that use video conference technology over high-speed internet wires.

If VIS technology is used as one of the resources potentially available to DCH to meet its obligations under this Agreement and Section 504, the VIS technology shall meet the following performance standards:

- a. High quality, clear, delay-free, motion-free video and audio over a dedicated high speed internet connection;
- b. A clear, sufficiently large and sharply delineated picture of the qualified interpreter's and the Patient's/Companion's head, hands, and fingers, regardless of the body position of the Patient/Companion;
- c. Clear and easily understood transmission of voices; and
- d. DCH Staff and/or contractors trained to accomplish efficient set-up and operation.

**H. Contract for Provision Of Interpreter Services**

Within ninety (90) calendar days of the Effective Date of this Agreement, DCH shall enter into a contract(s) with an agency/agencies of its choice for the provision of qualified interpreter services for a period of, at a minimum, one (1) year from the Effective Date of the contract with the agency.

## **I. Restricted Use of Certain Persons to Facilitate Communication.**

Due to confidentiality, potential emotional involvement, and other factors that may adversely affect the ability to facilitate communication, DCH shall never permit a family member, advocate or friend of a Patient and Companion who is deaf or hard of hearing to interpret or facilitate communication between DCH Staff and the Patient and Companion unless the following four factors are present:

1. Such person wishes to provide such assistance;
2. Such use is necessary or appropriate under the circumstances, giving appropriate consideration to any privacy and confidentiality issues that may arise;
3. The Patient and Companion has been made aware of the DCH's full range of auxiliary aids and services available free of charge; and
4. The Patient and Companion provide written confirmation that he or she was made aware of the relevant auxiliary aids or services available free of charge and agree to the use of such person to interpret or facilitate communication.

In time-sensitive, life-threatening situations, DCH may rely upon communications through a family member, advocate or friend until a qualified interpreter or other appropriate auxiliary aid or service is obtained. In such situations, DCH shall retain the above required written documentation in the Patient's record.

## **J. Procedures for Obtaining Qualified Interpreters**

In the event that a qualified interpreter is required for effective communication with a Patient and Companion, DCH shall take the following steps to obtain a qualified interpreter. Steps should be taken in the order in which they are listed.

1. Request a qualified interpreter from a list maintained by the DCH, from among any qualified interpreters on DCH

staff or from an agency with whom DCH has an ongoing contract for qualified interpreter services;

2. If DCH is unable to obtain the services of an available qualified interpreter from the resources identified in subparagraph 1, then DCH shall request an interpreter from a secondary list of qualified interpreters (agency or freelance) maintained by DCH.

The preferred and secondary lists of qualified interpreters maintained by DCH shall be updated by DCH regularly, not less than once every twelve (12) months. DCH may select the agencies or individuals on the list based upon such criteria as DCH deems appropriate, so long as DCH provides a qualified interpreter for each instance where the services of such an interpreter is necessary to ensure effective communication.

3. Inform the Patient and/or Companion of the efforts taken to secure a qualified interpreter and the efforts that have failed, and follow up on reasonable suggestions for alternate sources of qualified interpreters, such as a qualified interpreter known to the Patient and/or Companion.

#### **K. Qualified Interpreters on DCH Staff**

At anytime, DCH may, but shall have no obligation, to satisfy its obligations under this agreement by hiring qualified staff interpreters and providing them to Patients and Companions when necessary for effective communication. Patients and Companions who are provided with qualified interpreters on DCH staff must have the same level of coverage (for both duration and frequency) as DCH is otherwise obligated to provide under this Agreement. If a qualified interpreter on DCH staff is not available when needed, DCH shall follow the procedures set forth above to obtain the services of another qualified interpreter.

#### **L. Telephone Communications**

DCH shall take the following steps to ensure that Patients and Companions can communicate effectively by telephone:

1. Public Telephones: Within sixty (60) calendar days after the Effective Date of this Agreement, DCH shall provide TTY (also known as TDD) devices at public telephones serving emergency, recovery, or waiting rooms. In addition, DCH shall provide at least one TTY device at all locations where there are four (4) or more public telephones. DCH may install the required TTY's or make available a sufficient number of portable TTY's.

Wherever public telephones are available but TTY's are not permanently installed, DCH shall post signs indicating the location of the nearest portable or installed TTY.

Wherever TTY's are permanently installed, DCH shall post signs, identifying them and indicating their location.

2. Patient Rooms: DCH shall make a TTY device available to Patients and Companions upon arrival in a patient room.
3. Storage and Accessibility of Equipment: Portable TTY devices shall be stored in places that are readily accessible at all times of the day or night to all DCH Staff that have patient contact. DCH shall make reasonable efforts to provide a TTY to a Patient and Companion within twenty (20) minutes from the time it is requested.

All DCH Staff shall be notified in writing of the storage location of a TTY device that is closest to their work area(s).

## **VI. TRAINING**

### **A. Training of the Section 504 Coordinator**

Within thirty (30) calendar days after the Effective Date of this Agreement. DCH shall ensure that its Section 504 coordinator and his/her designee(s) receive training on their responsibilities under this Agreement and the requirements of Section 504, including but not limited to, Section 504's prohibition on retaliation; requirements regarding the provision of appropriate auxiliary aids and services, and the proper handling of Section 504 Grievances.

### **B. Training of DCH Staff**

Within sixty (120) calendar days after the Effective Date of this Agreement, DCH shall provide training to all available Doctors' Center Hospital Staff on its revised policies and procedures for ensuring effective communication with deaf or hard of hearing Patients and Companions. Such training shall be sufficient in content to train DCH Staff to promptly identify communication needs and preferences of persons who are deaf or hard of hearing, and to secure appropriate, effective auxiliary aids and services, including qualified interpreter services, as quickly as possible when necessary. Such training shall include topics such as the various degrees of hearing impairment, sensitivity to the needs of the deaf community, language and cultural diversity in the deaf community, dispelling myths and misconceptions about persons who are deaf or hard of hearing, identification of communication needs of persons who are deaf or hard of hearing, the proper use and role of qualified interpreters and procedures and methods for accessing qualified interpreters.

### **C. Training the DCH Staff with Telephone Contact**

Within one-hundred twenty (120) calendar days after the Effective Date of this Agreement, all DCH Staff whose duties include the handling of incoming and outgoing telephone calls from the public shall receive additional special training and instructions on using TTY's and the Puerto Rico Relay or similar services to make telephone calls to (and receive telephone calls from) persons who are deaf or hard of hearing.

## **VII. REPORTING**

### **A. Compliance Reports**

On the dates detailed in Section VII-B of this Agreement, DCH shall provide a written report ("Compliance Report") to OCR regarding the status of its compliance with this Agreement. The Compliance Report shall include data contained in Attachment B and may take the form of Attachment B.

### **B. Submission of Compliance Reports**

DCH shall submit the aforementioned Compliance Reports to OCR within thirty (30) days after the end of each of the following periods: (1) six (6) months after the Effective Date of this

Agreement (covering the preceding six-month period) and (2) eight (8) months after the Effective Date of this Agreement (covering the preceding eight-month period).

### **C. Additional Documentation**

1. Within one hundred eighty (180) calendar days of the Effective Date of this Agreement, DCH shall provide a letter certifying that the distribution of materials required by Sections IV and V of this Agreement has occurred. The letter shall specify the date(s) that such distribution occurred, and the persons to whom the materials were provided;
2. Within one hundred eighty (180) calendar days of the Effective Date of this Agreement, DCH shall provide documentation that the actions required in Paragraphs B through L of Section V of this Agreement have been completed;
3. Within two hundred seventy (270) calendar days after the Effective Date of this Agreement, DCH shall provide documentation and a letter certifying that the training described in Section VI has been completed. The letter shall specify the date(s), time(s), and location(s) of the training, the person(s) conducting the training, the content of the training, and the names and titles of those participating in the training; and
4. Within ten (10) months after the Effective Date of this Agreement, DCH shall provide OCR with documentation, photographs of posted notices, and a letter certifying that DCH has completed all the actions required by the Agreement.

### **D. Summary of Section 504 Grievances**

At six (6), eight (8) and ten (10) months after the Effective Date of this Agreement, DCH shall provide OCR with letters describing the number and type of Section 504 Grievances filed against DCH and the status and outcome of each grievance.

### **E. Maintenance of Records**

DCH shall maintain appropriate records to document the information required by this Agreement and shall make them available, upon request, to OCR and shall retain those records throughout the Term of this Agreement.

**VIII. SIGNATURES**

The individuals signing represent that they are authorized to execute this Agreement and legally bind the parties to the Agreement.

/s/ 10/7/2015

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Carlos Blanco Ramos, M.D. Date  
President  
Doctors' Center Hospital, Inc.

/s/ 10/7/2015

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Carlos Blanco Ramos, M.D. Date  
President  
Doctors' Center Hospital Bayamón, Inc.

/s/ 10/7/2015

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Carlos Blanco Ramos, M.D. Date  
President  
Doctors' Center Hospital San Juan, Inc.

/s/ 10/9/2015

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Linda C. Colón Date  
Regional Manager  
Office for Civil Rights, Region II  
U.S. Department of Health and Human Services