

**VOLUNTARY RESOLUTION AGREEMENT**

**BETWEEN THE**

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE FOR CIVIL RIGHTS (OCR)**

**AND**

**MID-MARYLAND MUSCULOSKELETAL INSTITUTE, A DIVISION OF THE CENTERS  
FOR ADVANCED ORTHOPAEDICS**

**OCR TRANSACTION NUMBER: 17-261091**

**I. Introduction**

The parties to this Voluntary Resolution Agreement (the "Agreement") are the United States Department of Health and Human Services, Office for Civil Rights ("OCR"), and Mid-Maryland Musculoskeletal Institute, a division of The Centers for Advanced Orthopaedics ("MMI"). MMI is an orthopedic practice in Maryland that provides a full-range of orthopedic services. This Agreement resolves OCR Transaction Number: 17-261091. The Complainant alleged MMI discriminated against her and her minor son on the basis of their disabilities (deafness), in violation of Section 504 of the Rehabilitation Act of 1973 and Section 1557 of the Affordable Care Act. Specifically, the Complainant alleged that even though MMI provided a sign language interpreter to her and her son, MMI denied her and her son the full and equal enjoyment of MMI's goods, services, facilities, privileges, advantages or accommodations by failing to provide a sign language interpreter that was qualified.

**A. Parties to the Agreement:**

1. United States Department of Health and Human Services, Office for Civil Rights; and
2. Mid-Maryland Musculoskeletal Institute.

**B. Jurisdiction:**

MMI receives Federal financial assistance ("FFA") through its participation in the Medicaid program (under Title XIX of the Social Security Act, 42 U.S.C. § 1396 et seq.) and is subject to Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and its implementing regulations, 45 C.F.R. Part 84 ("Section 504"). Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance.

Furthermore, as a health program that receives FFA through the Medicaid program, MMI is obligated to comply with Section 1557 of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18116 and its implementing regulations, 45 C.F.R. Part 92 (“Section 1557”).

- C. **Purpose of the Agreement:** To resolve these matters without further burden or the expense of litigation, MMI agrees to the terms stipulated in this Agreement and affirms that it will comply with all provisions of Section 504 and Section 1557. MMI’s willingness to enter into this Agreement with OCR in no way constitutes an admission of liability and demonstrates MMI’s ongoing efforts to accommodate individuals with disabilities. The promises, obligations or other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between MMI and OCR. The actions described in this Agreement fully address the issues described in the complaint.

## II. **Definitions**

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

- A. **“Patient”** means any individual who is seeking or receiving health care or other services from MMI or the employees and/or contractors under its supervision or control.
- B. **“MMI” and/or “MMI staff”** means employees and/or contractors under MMI’s supervision or control, including but not limited to physicians, registered nurses, physical therapists, occupational therapists, and administrative staff members.
- C. **“Appropriate Auxiliary Aids and Services”** includes qualified interpreters on-site or through video remote interpreting (VRI) services; note takers; real-time computer aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunication devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.
- D. **“Companion”** means a family member, friend, or associate of a Patient who, along with the Patient, is an appropriate person with whom MMI should communicate.
- E. **“Primary Consideration”** means that MMI will inquire as to the choice of auxiliary aids or service of the Patient or Companion who is deaf or hard of hearing

and will honor the individual's request unless, based on an objective assessment, another equally effective means of communication is available, or that use of the means chosen would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens.

- F. **“Qualified Interpreter”** means an interpreter who, via a video remote interpreting (VRI) service or an onsite-appearance, adheres to generally accepted interpreter ethics principles, including client confidentiality; and 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. Not all interpreters are qualified for all situations. For example, an interpreter who is qualified to interpret using American Sign Language (ASL) is not necessarily qualified to interpret orally. Someone who has only a rudimentary familiarity with sign language or finger spelling is not a Qualified Interpreter under this Agreement. Likewise, someone who is fluent in ASL but unable to translate spoken communication into ASL or to translate signed communication into spoken words is not a Qualified Interpreter. Someone who is fluent in Signed English, but is unable to interpret using ASL is not qualified to interpret for an individual who communicates using ASL.
- G. **“Video Remote Interpreting” or “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.

### III. **General Provisions**

- A. **Recipient Covered by the Agreement:** This Agreement covers all programs, services and activities, which MMI administers or provides directly or through sub-recipients or contractors, throughout the Term of this Agreement.
- B. **Suspension of Administrative Actions:** Subject to MMI's continued performance of the stated obligations and required actions contained in this Agreement and in conformity with Section III-D, Failure to Comply with the Agreement, OCR shall suspend administrative action on OCR Transaction Number: 17-261091.
- C. **Effective Date and Term of the Agreement:** This Agreement shall become effective on the date it is signed by all parties (the “Effective Date”) and will remain in effect for three (3) years after the Effective Date, at which point if OCR determines that MMI has substantially complied with this Agreement, then OCR's review and monitoring of this Agreement shall terminate. Notwithstanding the Term of this Agreement, MMI acknowledges that it will comply with Section 504 and Section 1557 and other applicable Federal nondiscrimination statutes and their

implementing regulations, for so long as it continues to receive Federal financial assistance.

- D. Failure to Comply with the Agreement:** If OCR determines that MMI has failed to substantially comply with any provision of this Agreement, the parties will confer and attempt to reach agreement as to what steps may be necessary to resolve the compliance issues to both parties' satisfaction. If an agreement is not reached, OCR may terminate this Agreement within thirty (30) calendar days' notice and take appropriate measures to effectuate MMI's compliance with Section 504 and Section 1557. Such measures may include OCR reopening its investigation of MMI's compliance with Section 504 and Section 1557. OCR may incorporate into its reopened investigation any relevant evidence of noncompliance with the Agreement and any relevant evidence obtained by OCR prior to signing of the Agreement. OCR may also exercise all rights available under Section 504 and Section 1557, including, but not limited to issuing noncompliance findings and the initiation of enforcement proceedings to terminate Federal financial assistance to MMI.
- E. Effect on Other Compliance Matters:** The terms of this Agreement do not apply to any other issues, reviews, investigations 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. Any unrelated compliance matter arising from subsequent reviews or investigations shall be addressed and resolved separately. Nothing in this Agreement shall be construed to limit or restrict OCR's statutory and regulatory authority to conduct future complaint investigations and compliance reviews related to MMI and the subject matter of this Agreement. This Agreement does not address or resolve issues involved in any other complaint investigation, compliance review, or administrative action under Federal laws by other Federal Agencies or with any issues or complaints that relate to any other division of the Centers for Advanced Orthopaedics, including any action or investigation under Section 504 and Section 1557.
- F. Prohibition Against Retaliation and Intimidation:** MMI 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.
- G. OCR's Review of MMI's Compliance with the Agreement:** OCR may review MMI's compliance with this Agreement at any time while the Agreement is in effect. As part of such review, OCR may require written reports, access to witnesses, copies of documents, and/or inspection of MMI. Throughout the duration of this Agreement, MMI agrees to retain the records required by OCR to assess its compliance. OCR will maintain the confidentiality of all documents, files

and records received from MMI; and will not disclose their contents except where necessary in formal enforcement proceedings or where otherwise required by law.

- H. **Non-Waiver Provision:** OCR's failure 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.
- I. **Entire Agreement:** This Agreement constitutes the entire understanding between MMI and OCR in resolution of OCR Transaction Number: 17-261091. Any statement, promise or agreement not contained herein shall not be enforceable through this Agreement.
- J. **Modification of Agreement:** This Agreement may be modified by mutual agreement of the parties in writing.
- K. **Publication or Release of Agreement:** OCR places no restrictions on the publication of this Agreement or its terms. 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.
- L. **Third Party Rights:** This Agreement can be enforced only 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.
- M. **Technical Assistance:** OCR will provide appropriate technical assistance to MMI regarding compliance with this Agreement, as requested and as reasonably necessary.
- N. **Miscellaneous:** When OCR verifies that MMI has completed all actions contained in this Agreement, OCR shall consider all matters related to this investigation resolved and so notify MMI in writing.
- O. **Authority of Signer:** The individual who signs this Agreement on behalf of MMI represents that he or she is authorized to bind MMI to the Agreement.
- P. **Severability:** In the event that a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such provision shall be severed from the Agreement and all other provisions shall remain valid and enforceable; provided, however, that if the severance of any such provision materially alters the rights or obligation of the Parties, they shall, through reasonable, good faith negotiations, agree upon such other amendments hereto as may be necessary to

restore the Parties as closely as possible to the relative rights and obligation initially intended to them hereunder.

- Q. **Successor in Interest:** This Agreement is binding on the Parties, and their successors in interest, and MMI shall have a duty to so notify all such successors in interest of the existence and terms of this Agreement.

#### IV. **Obligations**

- A. **Designation of Responsible Employee and Nondiscrimination Policy:** In 2009, MMI designated its Chief Operating Officer to coordinate its efforts to comply with Section 504. Within five (5) calendar days of the Effective Date of this Agreement, MMI shall designate its Chief Operating Officer to coordinate its efforts to comply with Section 1557.

Within fifteen (15) calendar days of the Effective Date of this Agreement, MMI shall adopt the Nondiscrimination Policy set forth in Appendix A. The policy will be submitted to OCR for review and approval.

MMI shall also prominently display the Nondiscrimination Policy, attached as Appendix A, in its waiting area or lobby.

Within ninety (90) calendar days of the Effective Date of this Agreement, MMI shall publish the Nondiscrimination Policy (Appendix A or Appendix B) in MMI's general practice brochures, website, and/or other existing promotional materials.

- B. **Grievance Procedure:** With fifteen (15) calendar days of the Effective Date of this Agreement, MMI shall revise its Grievance Procedure to make clear that said procedure provides for the prompt and equitable resolution of complaints alleging discrimination on the protected bases covered by Section 504 and Section 1557, as set forth in Appendix C. The revised policy will be submitted to OCR for review and approval.

- C. **Appropriate Auxiliary Aids and Services:** Consistent with Section 504 and Section 1557, MMI will furnish appropriate auxiliary aids and services where necessary to ensure effective communication with individuals with disabilities, and take appropriate steps to ensure that communication with Patients, Companions, and members of the public who are deaf or hard of hearing are as effective as communication with others. MMI will provide appropriate auxiliary aids and services in a timely manner, in accessible formats, and in such a way so as to protect the privacy and independence of the individual with a disability consistent with the provisions set forth in this Agreement. MMI will give primary consideration to the requests of individuals with disabilities when determining what types of auxiliary aids and services are necessary, but an individual's need to receive urgent medical

care will also be given strong consideration when determining whether to use VRI or a qualified onsite interpreter.

**D. Prohibition of Surcharges.** All appropriate auxiliary aids and/or services required by this Agreement will be provided free of charge to Patients and Companions who are deaf or hard of hearing.

**E. Timing of Communication Assessment and Determination.** MMI personnel will inquire about each patient's need for auxiliary aids and services or other accommodations at the first point of contact. If there is any indication that a Patient or Companion is deaf or hard of hearing and auxiliary aids and services are necessary, MMI personnel who are primarily responsible for coordinating and/or providing patient care services, in consultation with the Patient or Companion wherever possible, will determine which appropriate auxiliary aids and services are necessary.

**F. Communication Assessment Criteria.** In determining which type of auxiliary aids or services are needed to ensure effective communication, MMI shall give Primary Consideration to the requests of a Patient or Companion who is deaf or hard of hearing. The determination made by MMI personnel will take into account all relevant facts and circumstances, including without limitation the following:

- a. the method of communication used by the individual, giving Primary Consideration to the Patient's or Companion's request for or statement of need for a particular auxiliary aid or service;
- b. the nature and type of healthcare services that will be delivered;
- c. the nature, length, and complexity of the communication at issue;
- d. the context in which the communication is taking place, including the reasonably foreseeable health care activities of the Patient and the Patient's health status or changes thereto; and
- e. with regard to the provision of Qualified Interpreters, the circumstances described in Sections IV.J, IV.K, and IV.L.

**G. Documentation of Communication Assessment Relating to Provision of Auxiliary Aids and Services.** Documentation of any assessment and determination as to the provision of auxiliary aids and services will be maintained in the Auxiliary Aid and Service Log(s), as set forth in Section IV.R. Consistent with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, 45 C.F.R. Parts 160 and 164, MMI shall label or make a notation in the Patient's record to alert MMI personnel to the fact that the Patient or Companion is deaf or hard of hearing and will take appropriate steps to ensure that all MMI personnel reasonably likely to have contact with a Patient or a Companion are made aware of the auxiliary aid or service(s) that have been identified as necessary to communicate effectively with the Patient or

Companion.

- H. **Determination Not to Provide Requested Auxiliary Aid or Service.** If, after conducting the assessment as described in Section IV.F of this Agreement, MMI determines that it will not provide a particular auxiliary aid or service requested by a Patient or Companion who is deaf or hard of hearing based on undue financial or administrative burden or because an equally effective auxiliary aid or service is available, MMI personnel shall so advise the individual requesting the auxiliary aid or service, provide a copy of the Grievance Procedure, and secure a means of effective communication in a timely manner. MMI shall document the basis for the determination, including the date of the determination, the name and title of the MMI personnel who made the determination, and the alternative auxiliary aid or service, if any, that MMI decided to provide, in the Patient's record, as set forth in Section IV.G, and in the Auxiliary Aid and Service Log, as set forth in Section IV.R. A copy of this documentation shall be provided to the Patient or Companion upon request.
- I. **Redetermination and Subsequent Visits.** Once a plan for accommodation has been established MMI shall not modify said plan without consulting the Patient and/or Companion. MMI shall reassess its determination of which appropriate auxiliary aids and services are necessary, in consultation with the Patient or Companion, to ensure effective communication, and promptly after a Patient or Companion indicates that communication is not currently or has not been effective. MMI will document in the Patient's medical records and in the Auxiliary Aid and Service Log, as set forth in Section IV.R, any instance where a Patient or Companion indicates that the auxiliary aids and services provided by MMI have not been effective; any reassessment; and the results of any redeterminations. With respect to any subsequent visits, MMI will consult the Patient's records to review what, if any, auxiliary aids or services may be necessary without requiring additional assessments or requests for the appropriate auxiliary aids and services by the Patient or Companion, unless the Patient or Companion indicates otherwise.
- J. **Circumstances Under Which Qualified Interpreters Will Be Provided.** MMI shall provide Qualified Interpreters, on-site or through a VRI service, to Patients and Companions as necessary to ensure effective communication. The following are examples of circumstances and types of communication when it is likely be necessary to provide a Qualified Interpreter:
- a. obtaining a Patient's medical history or description of symptoms and medical condition;
  - b. discussing or explaining a Patient's diagnosis, current condition, prognosis, treatment options or recommendation for treatment;
  - c. discussing or explaining procedures, tests, or treatments;



- d. discussing or explaining test results;
- e. discussing or explaining prescribed medications, instructions for how and when medication is to be taken, and possible side effects and interactions of medications;
- f. obtaining informed consent or permission for procedures, surgery, or other treatment options;
- g. communicating during treatment and testing;
- h. communicating during discharge or post-operative planning and instruction;
- i. communicating during physical and occupational therapy sessions;
- j. discussing complex financial or insurance matters; and
- k. any other circumstance in which a qualified interpreter is necessary to ensure a Patient's rights provided by law.

**K. Video Remote Interpreting (VRI) Services Assessment Criteria.** In determining whether a Qualified Interpreter via VRI is appropriate to provide effective communication, relevant factors include the following:

- a. the need for medical or surgical care and the requisite urgency;
- b. the Patient or Companion is limited in his or her ability to see the video screen, either due to limited vision or the physical positioning of the Patient (e.g., lying in a prone position or moving frequently during a physical or occupational therapy session);
- c. the Patient or Companion has limited ability to move his or her head, hands, or arms;
- d. the Patient has cognitive limitations, loss of consciousness, or pain issues;
- e. there are multiple people in a room and the information exchanged is highly complex or fast-paced;
- f. the Patient or Companion may move repeatedly to areas of MMI that do not have a designated high-speed internet line;
- g. the Patient will be treated in a room where there are space restrictions; and
- h. whether the VRI can be provided in accordance with the performance standards described in Section IV.L.

**L. Standards for Providing Video Remote Interpreting (VRI).** Whenever a Qualified Interpreter via VRI is provided or used, MMI shall ensure that it provides VRI in accordance with the following standards:

- 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.

In the event that the Patient or Companion cannot communicate effectively using any VRI service MMI elects to acquire and offer, MMI shall make all reasonable efforts to locate an on-site Qualified Interpreter or other auxiliary aid or service that will provide effective communication; periodically inform the Patient or Companion of the status of those efforts; and document the concern and the steps taken to locate a Qualified Interpreter.

**M. Restricted Use of Adults Accompanying a Parent or Companion to Interpret or Facilitate Communication.** MMI shall never require or coerce a Patient or Companion who is deaf or hard of hearing to bring another individual to interpret or facilitate communications between MMI personnel and such Patient or Companion. MMI shall not rely on an adult accompanying a Patient or Companion to interpret or facilitate communication except in either of the following circumstances:

- a. In an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available. This provision applies to exigent circumstances where any delay in providing immediate services to the individual could have life-altering or life-ending consequences.
- b. If a patient who is deaf or hard of hearing specifically requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance, and reliance on that person for such assistance is appropriate under the circumstances. In such circumstances, MMI shall advise the Patient or Companion that the full range of auxiliary aids and services is available without charge and shall give appropriate consideration to any relevant issues and concerns that may arise, such as privacy and confidentiality. MMI will document such a request in the Patient's medical records. This provision in no way lessens MMI's obligation to provide appropriate auxiliary aids and services as required by this Agreement, including the requirement to ensure that interpreters are qualified.

**N. Restricted Use of Minors to Interpret or Facilitate Communication.** MMI shall not rely on a minor accompanying a Patient or Companion to interpret or facilitate

communications between MMI personnel and a Patient or Companion except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available.

- O. **Qualified Interpreters.** MMI will develop and implement a process to ensure that any interpreter it contracts with is qualified.
  
- P. **Training.** To ensure compliance with this Agreement and the law as it relates to the provision of auxiliary aids and services, MMI agrees to conduct training to all staff members regarding Section 504, Section 1557, and the provision of auxiliary aids to individuals who are deaf or hard of hearing. MMI shall maintain copies of the training materials and attendance records for each training. The training shall occur within ninety (90) calendar days of the Effective Date of this Agreement, and on an annual basis thereafter. All new MMI personnel will receive training within ninety (90) days of their start date at MMI.
  
- Q. **Timeframe for Providing Qualified Interpreters.** MMI shall ensure that it provides Qualified Interpreters in a timely manner, as set forth below.
  - a. **Request for Qualified Interpreter for a non-scheduled incident.** For all non-scheduled incidents, MMI will provide a Qualified Interpreter, via an on-site appearance or VRI, as soon as practicable after a request or determination that a Qualified Interpreter is necessary. Between the time when a Qualified Interpreter is requested and when a Qualified Interpreter is made available, MMI personnel will inform the Patient or Companion of the current efforts being taken to secure a Qualified Interpreter and continue to communicate with the Patient or Companion who is deaf or hard of hearing for such purposes and to the same extent as they would have communicated with the person but for the disability, using the most effective means of communication available where appropriate. Notification of the efforts to secure a Qualified Interpreter does not lessen MMI's obligation to provide a Qualified Interpreter as required by this Agreement. Efforts to communicate with the Patient or Companion in the interim shall not involve the use of accompanying adults or minors to interpret or facilitate communication, except under the limited circumstances specified in Section IV.M and IV.N.
  
  - b. **Request for Qualified Interpreter for scheduled events.** For all scheduled events when there is at least twenty-four (24) hours' notice in advance of the time when an interpreter is required, MMI shall attempt to make a Qualified Interpreter available at the time of the scheduled event. Even when there are fewer than twenty-four (24) hours from the request to the scheduled event, MMI will make reasonable efforts to provide a Qualified Interpreter for the scheduled event. If an on-site Qualified Interpreter is

necessary, but not available, and it is medically appropriate to do so, MMI may make arrangements, with the Patient's agreement, to reschedule the appointment as soon as the doctor's, or if appropriate, the next available physicians', schedule will allow, to a time when an interpreter can be appropriately scheduled. If an interpreter fails to arrive for the appointment, the patient shall be given the option of rescheduling or asking MMI to use other means to accommodate. If the appointment is rescheduled, MMI shall immediately arrange for a Qualified Interpreter.

Any deviations from the applicable response times will be documented in the Auxiliary Aid and Service Log, as described in Section IV.R., and then addressed with the interpreting service provider.

- R.** Auxiliary Aid and Service Log(s). Within ninety (90) calendar days of the Effective Date of this Agreement, MMI shall document and maintain a log, or logs, of each request for an auxiliary aid or service, recording the date of the request; the name of the individual who made the request; the name of the individual for whom the auxiliary aid or service is being requested (if different from the requestor); the specific auxiliary aid or service requested; the date of the request and, if applicable, the scheduled event; the date the auxiliary aid or service was provided; the type of auxiliary aid or service provided if different from what was requested; any deviations from the response times specified in Section IV.Q, and, if applicable, a statement and explanation as to why the requested auxiliary aid or service was not provided, including a description of any alternative auxiliary aid or service provided by MMI. Such logs will be maintained for the Duration of this Agreement.

## **V. Reporting Requirements**

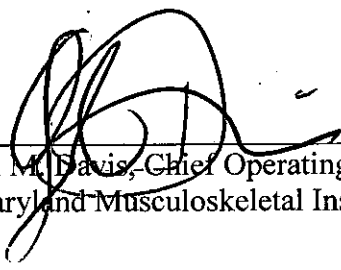
MMI agrees to provide OCR with the following:

- A.** No later than forty-five (45) calendar days after the Effective Date of this Agreement, copies of:
- a. MMI's Notice of Non-Discrimination; and
  - b. A Copy of MMI's Grievance Procedure.
- B.** No later than ninety calendar (90) days after the Effective Date of this Agreement, a copy of training materials that MMI proposes to use to train staff members regarding effective communication and the provision of auxiliary aids to individuals who are deaf or hard of hearing.

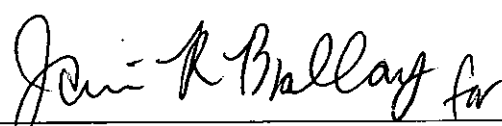
- C. No later than ninety (90) calendar days after the Effective Date of this Agreement, copies of the Nondiscrimination Policy published in MMI's pamphlets, brochures, website and/or other existing promotional material
- D. No later than one hundred eighty (180) calendar days, twelve (12) months, twenty four (24) months, and thirty six (36) months after the Effective Date of this Agreement, a list of staff members who attended the training regarding effective communication and the provision of auxiliary aids to individuals who are deaf or hard of hearing.
- E. No later than one hundred eighty (180) calendar days after the Effective Date of this Agreement, an explanation of the steps taken by MMI to ensure all sign language interpreters used by MMI are qualified and a list of all sign language interpreters reviewed by MMI.
- F. At one hundred eighty (180) calendar days, twelve (12) months, twenty four (24) months, and thirty six (36) months after the Effective Date of this Agreement, a copy of MMI's Auxiliary Aid and Service Log.
- G. At one hundred eighty (180) calendar days, twelve (12) months, twenty four (24) months, and thirty six (36) months after the Effective Date of this Agreement, letters describing:
  - (1) the number and type of grievances and complaints filed by or on behalf of patients (pursuant to this Agreement, Section II, Definitions) alleging discrimination on any protected basis under Section 504 or Section 1557, with MMI and/or a member of its staff and/or with any Federal, state or local agency, medical board or licensing entity; and
  - (2) the status and/or outcome of each such grievance/complaint.

**VI. Signatures**

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

  
\_\_\_\_\_  
Quentin M. Davis, Chief Operating Officer  
Mid-Maryland Musculoskeletal Institute

6/27/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Barbara J. Holland, Regional Manager  
Office for Civil Rights, Mid-Atlantic Region  
U.S. Department of Health and Human Services

6/11/19  
\_\_\_\_\_  
Date

## Appendix A

Mid-Maryland Musculoskeletal Institute (MMI) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. MMI does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

### MMI

- provides free aids and services to people with disabilities to communicate with us, such as:
  - qualified sign language interpreters
  - written information in other formats (large print, audio, accessible electronic formats, other formats)
- provides free language services to people whose primary language is not English, such as:
  - qualified interpreters
  - information written in other languages

If you need these services, contact the Chief Operating Officer.

If you believe that MMI has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the:

Chief Operating Officer  
Mid-Maryland Musculoskeletal Institute  
86 Thomas Johnson Court  
Frederick, MD 21702  
301-694-8311 x1112  
qdavis@mmidocs.com

You can file a grievance in person or by mail, email, or in person. If you need help filing a grievance, the Chief Operating Officer is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201 1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

**Appendix B**

**Nondiscrimination Policy (short-form)**

*[For pamphlets, brochures and purchased advertising where space is limited, MMI may use the following short-form Nondiscrimination Policy:]*

MMI complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.



## Appendix C

### **Grievance Procedure**

It is the policy of Mid-Maryland Musculoskeletal Institute (MMI) not to discriminate on the basis of race, color, national origin, sex, age, or disability. MMI has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 1557 of the Affordable Care Act (42 U.S.C. § 18116) and its implementing regulations at 45 C.F.R. pt. 92, issued by the U.S. Department of Health and Human Services. Section 1557 prohibits discrimination on the basis of race, color, national origin, sex, age or disability in certain health programs and activities. Section 1557 and its implementing regulations may be examined in the office of the Chief Operating Officer, Mid-Maryland Musculoskeletal Institute, 886 Thomas Johnson Court, Frederick, MD 21702, 301-694-8311, who has been designated to coordinate the efforts of MMI to comply with Section 1557.

Any person who believes someone has been subjected to discrimination on the basis of race, color, national origin, sex, age, or disability may file a grievance under this procedure. It is against the law for MMI to retaliate against anyone who opposes discrimination, files a grievance, or participates in the investigation of a grievance.

#### **Procedure:**

- Grievances must be submitted to the Chief Operating Officer, Section 1557 Coordinator, within sixty (60) calendar days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Section 1557 Coordinator (or his/her designee) shall conduct an investigation of the complaint. This investigation may be informal, but it will be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Section 1557 Coordinator will maintain the files and records of MMI relating to such grievances. To the extent possible, and in accordance with applicable law, the Section 1557 Coordinator will take appropriate steps to preserve the confidentiality of files and records relating to grievances and will share them only with those who have a need to know.
- The Section 1557 Coordinator will issue a written decision on the grievance, based on a preponderance of the evidence, no later than thirty (30) calendar days after its filing, including a notice to the complainant of their right to pursue further administrative or legal remedies. The person filing the grievance may appeal the decision of the Section 1557 Coordinator by writing to the President of MMI within fifteen (15) calendar days of

receiving the Section 1557 Coordinator's decision. The President of MMI shall issue a written decision in response to the appeal no later than thirty (30) calendar days after its filing.

The availability and use of this grievance procedure does not prevent a person from pursuing other legal or administrative remedies, including filing a complaint of discrimination on the basis of race, color, national origin, sex, age, or disability in court or with the U.S. Department of Health and Human Services, Office for Civil Rights. A person can file a complaint of discrimination electronically through the Office for Civil Rights Complaint Portal, which is available at: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at: <http://www.hhs.gov/ocr/office/file/index.html>. Such complaints must be filed within one hundred eighty (180) calendar days of the date of the alleged discrimination.

MMI will make appropriate arrangements to ensure that individuals with disabilities and individuals with limited English proficiency are provided auxiliary aids and services or language assistance services, respectively, if needed to participate in this grievance process. Such arrangements may include, but are not limited to, providing qualified interpreters, providing taped cassettes of material for individuals with low vision, or assuring a barrier-free location for the proceedings. The Section 1557 Coordinator will be responsible for such arrangements.