

SETTLEMENT AGREEMENT

BETWEEN THE

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE FOR CIVIL RIGHTS

AND

9109 LIBERTY ROAD OPERATIONS LLC D/B/A RANDALLSTOWN CENTER
AND GENESIS HEALTHCARE LLC

OCR TRANSACTION NUMBER: 10-116191

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I. Introduction

This Settlement Agreement (Agreement) is entered into by the U.S. Department of Health and Human Services (HHS), Office for Civil Rights (OCR), and 9109 Liberty Road Operations LLC d/b/a Randallstown Center (the Center) and Genesis HealthCare LLC (Genesis). This Agreement resolves OCR transaction number 10-116191, a complaint filed on August 11, 2010 by the sister of a deaf patient who resided at the Center, a Genesis skilled nursing facility. The complainant alleged that the Center discriminated against the patient on the basis of his disability (deafness) when it failed to provide him with sign language interpreter services when he was a resident at the Center.

OCR conducted an investigation to determine whether the Center discriminated against the patient. OCR determined that, based on his individual needs, the patient required a sign language interpreter in order to communicate effectively with his treatment providers at the Center. Additionally, OCR found that the Center inappropriately determined before the patient was admitted that it would not provide him with an ASL interpreter at the Center, regardless of whether or not it was necessary to afford him an equal opportunity to benefit from the skilled nursing services in question. Furthermore, OCR found the evidence demonstrated that the Center failed to communicate effectively with the patient in the context of his long term skilled nursing care. OCR concluded that the Center's failure to provide the patient with a qualified sign language interpreter at any point during his treatment and its failure to ensure effective communication, denied the patient the opportunity to participate in or benefit from the services the Center offers equal to the opportunity offered to persons who are not deaf or hard of hearing, in violation of 45 C.F.R. §§ 84.4(a) and (b)(1)(ii) and 45 C.F.R. §§ 84.52(a)(2) and (d)(1). OCR also found that the Center did not implement adequate policies or procedures for communicating with patients who are deaf or hard of hearing. OCR concluded that, as a result of this failure, Genesis may not be implementing policies or procedures for communicating with patients who are deaf or hard of hearing and, therefore, may not be providing persons who are deaf or hard of hearing with appropriate auxiliary aids and services in order to ensure effective communication in the long term skilled nursing care setting.

A. Parties to the Agreement

1. United States Department of Health and Human Services, Office for Civil Rights;
2. 9109 Liberty Road Operations LLC d/b/a Randallstown Center; and
3. Genesis HealthCare LLC.¹

¹ This Agreement applies to all Genesis skilled nursing facilities nationwide that provide treatment services to patients, including the Center, except for those provisions that expressly apply to the Center only.

B. Jurisdiction

OCR is the HHS office charged with enforcing civil rights laws as they pertain to programs funded by HHS. Genesis' facilities, as identified in footnote 1, receive Federal financial assistance through their participation in 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 U.S.C. § 794, and its implementing regulation at 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. Part 84 prohibits such discrimination in programs and activities receiving Federal financial assistance from HHS.

C. Purpose of this Agreement

The purpose of this Agreement is to ensure the Center and Genesis' compliance with Section 504 and its implementing regulation. To resolve this matter without further burden or the expense of additional investigation or litigation, the Center and Genesis agree to the terms stipulated in this Agreement and affirm their 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 the Center, Genesis and OCR.

The actions described in this Agreement fully address the issues described in the complaint. It is understood and agreed by OCR that completion of these actions will ensure that the Center and Genesis are in compliance with Section 504 as it pertains to the issues specifically addressed during this investigation. The 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 Center, Genesis, its parents, subsidiaries, affiliates, directors, officers, employees and/or agents.

II. Definitions

For purposes 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 Genesis staff² on his or her behalf regarding the Patient's condition or care or to help the Patient act on the information, advice or instructions provided by Genesis staff; (b) a person legally authorized to make health care decisions on behalf of the Patient; or (c) such other person with whom Genesis staff would ordinarily and regularly communicate regarding the Patient's medical condition.

C. Patient

Any individual who is seeking or receiving health care services, including such services as consultations, treatment, or discussion of billing issues.

D. Non-scheduled Encounter

An encounter in which there are less than two hours between the time when a Patient or Companion makes an initial request for an interpreter and when an interpreter is needed.

E. Qualified Interpreter

Includes sign language interpreters, oral interpreters, video interpretation services as described in Section V.G.4 of this Agreement, 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 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.

² See definition of Genesis Staff at II-J.

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.

F. 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.

G. Section 504 Coordinators

The individuals designated at each Genesis facility to coordinate that facility’s efforts to comply with and carry out its Section 504 responsibilities.

H. Corporate Section 504 Coordinator

The individual designated to coordinate and oversee the individual Section 504 Coordinators’ efforts to comply with and carry out Genesis’ Section 504 responsibilities.

I. Section 504 Grievance Procedure

Genesis’ 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.

J. Genesis Staff

All employees of Genesis’ skilled nursing facilities, as well as contractors working with Genesis, including, without limitation, nurses, physicians, social workers, technicians, dieticians, 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 all Genesis skilled nursing facilities that provide treatment services to patients, including the Center, except for those provisions that

expressly apply to the Center only. However, the obligations within this agreement which apply to Genesis skilled nursing facilities are subject to a two-tiered compliance deadline. Specifically, all Genesis skilled nursing facilities existing as Genesis subsidiaries prior to December 3, 2012 are to comply with the obligations stated herein in accordance with the “Settlement Agreement Compliance Timeline” at Attachment A. Whereas, all Genesis skilled nursing facilities acquired in relation to a corporate transaction with a closing date of December 3, 2012 (hereinafter “New Facilities”) are to comply with the obligations stated herein in accordance with the “Settlement Agreement Compliance Timeline for New Facilities” at Attachment B.

For any deadline set forth in the “Settlement Agreement Compliance Timeline for New Facilities” that Genesis cannot meet due to unforeseen circumstances related to the recent acquisition of these New Facilities, Genesis may seek an extension of time from OCR. All requests for an extension of any deadline related to New Facilities shall be submitted in writing to OCR and shall be for good cause only as determined by OCR.

B. Suspension of Administrative Actions

Subject to the continued performance by Genesis of the 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 10-116191.

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 30 months after the Effective Date (the “Term”). At such time, if OCR determines that Genesis has completed all actions required by the Agreement and demonstrated to OCR’s satisfaction an ability to sustain compliance, OCR’s review and monitoring of this Agreement shall terminate. Notwithstanding the Term of this Agreement, Genesis acknowledges that it shall comply with Section 504 for so long as it continues to receive Federal financial assistance.

D. Failure to Comply with the Agreement

1. Notice and Opportunity to Cure or Dispute with Respect to the First Failure to Comply: Throughout the term of this Agreement, if at any time OCR determines that Genesis has failed to comply with any provision of this Agreement, OCR shall notify Genesis in writing (Notice Letter). The Notice Letter shall include a statement of the provisions with which Genesis has failed to comply and the basis for OCR’s determination and shall allow Genesis fifteen (15) calendar days to either: (a) describe the remedial actions that have been taken to achieve compliance with this Agreement or (b) dispute the accuracy of OCR’s findings. On notice to Genesis, OCR may shorten the

15-day period if it determines that a delay would result in irreparable injury to affected parties. If Genesis does not respond to the Notice Letter, or if, upon review of Genesis' response, OCR determines that Genesis has not complied with the provisions of this Agreement and taken sufficient corrective action to comply with the terms of the Agreement, OCR may unilaterally terminate this Agreement and take any action authorized by law to secure compliance with Section 504, including referring the matter to the U.S. Department of Justice; taking steps to suspend, terminate, refuse to grant or continue Federal financial assistance to the Center; and/or conducting investigations of other Genesis facilities, as OCR deems appropriate.

2. Penalties for Subsequent Failures to Comply: For so long as this Agreement is in effect, following a second or subsequent determination by OCR that Genesis has failed to comply with this Agreement, OCR shall send a Notice Letter to Genesis as required under Section III.D.1 describing the provisions with which Genesis has failed to comply and the basis or bases for OCR's determination of noncompliance with the Agreement. The parties agree that following a second or subsequent determination by OCR that Genesis has failed to comply with this Agreement, and such failure to comply involves Section III.G, and/or Sections IV-VI of this Agreement, OCR may assess a monetary penalty. To the extent OCR determines that such a monetary penalty is appropriate, OCR is not limited to the assessment of a monetary penalty as its exclusive remedy for such failure to comply. Where OCR determines that a monetary penalty is appropriate, OCR will provide in the Notice Letter the following additional notice beyond that which is specified in Section III.D.1: (a) notice to Genesis that OCR has determined a monetary penalty for failure to comply with the Agreement; and (b) a demand that Genesis pay a monetary penalty to an account to benefit residents of Genesis facilities with instructions as to how the payment should be made.

The Notice Letter shall allow Genesis fifteen (15) calendar days to either: (a) describe the remedial actions that have been taken to achieve compliance with this Agreement; or (b) seek a Reconsideration by disputing the accuracy of OCR's findings and disputing the assessment of a monetary penalty, if one has been determined. On specific notice to Genesis, OCR may shorten the 15-day period if it determines that a delay would result in irreparable injury to affected parties. On request by Genesis, OCR may extend the 15-day period for good cause shown.

If Genesis does not respond to the Notice Letter within the fifteen (15) calendar days allotted, OCR may take immediate action to remedy the failure(s) to comply, including assessment of a monetary penalty. If Genesis responds to the Notice Letter by providing a description of remedial actions it has taken to bring Genesis into compliance with the Agreement and, if upon review of Genesis' response, OCR determines that Genesis 1) has not complied with the terms of this Agreement and 2) has not taken sufficient corrective action to comply with the terms of the Agreement, OCR may take

immediate action to remedy the failure(s) to comply, including assessment of a monetary penalty. In both of the circumstances described in this paragraph, to the extent a monetary penalty had been determined, such monetary penalty will accrue from the day after the date the obligation became due for each day Genesis fails to meet its obligations, as determined by OCR.

If Genesis requests a Reconsideration of the determination that it breached the Agreement, OCR will process the Reconsideration request within ten (10) calendar days. If OCR determines, after the Reconsideration process, that no breach transpired, OCR will provide notice of its determination to Genesis and, to the extent a monetary penalty had been determined, no monetary penalties will accrue. However, if OCR determines, after the Reconsideration process, that Genesis did breach the Agreement, OCR may take immediate action to remedy the failure(s) to comply and, to the extent a monetary penalty had been determined, such monetary penalty will accrue from the day after the date the obligation became due for each day Genesis fails to meet its obligations, as determined by OCR.

A monetary penalty for Genesis' failure to comply with Sections III.G and/or Sections IV-VI of the Agreement shall be determined as follows:

- a. \$2,500 per day for the second failure to comply with the Agreement;
- b. \$5,000 per day for the third failure to comply with the Agreement;
- c. \$7,500 per day for the fourth failure to comply with the Agreement;
and
- d. \$10,000 per day for the fifth and successive failure(s) to comply with the Agreement.

To the extent Genesis fails to comply with any provision of the Agreement OCR may enforce those provisions of the Agreement through any means authorized, including, but not limited to, the enforcement actions specifically described in Section III.D.1 of this Agreement. Moreover, if Genesis does not pay a monetary penalty that has been assessed and/or fails to take necessary corrective action to comply with the provisions of the Agreement, OCR may unilaterally terminate this Agreement and take other action authorized by law to secure compliance with Section 504.

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 Genesis or from conducting investigations of complaints filed against Genesis 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. Genesis' Continuing Obligations

Nothing in this Agreement is intended to relieve Genesis of its 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

Genesis 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 Genesis' Compliance with the Agreement

OCR may, at any time, review Genesis' compliance with this Agreement. As part of such review, OCR may interview witnesses, examine and copy documents, and require Genesis to provide written reports and permit inspection of Genesis facilities. Throughout the term of this Agreement, Genesis agrees to retain records required by OCR to assess Genesis' 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 Genesis 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 Genesis 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 the Center, Genesis and OCR in resolution of OCR Transaction Number 10-116191. 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 Genesis Program Changes

Genesis reserves the right to change or modify its programs, so long as Genesis 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 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 and other laws, as applicable, and may publish the terms of the Agreement at OCR's discretion

O. Authority of Signer

The individual(s) who sign this document on behalf of the Center and Genesis represents that he or she is authorized to bind the Center and Genesis 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 Genesis has completed all actions contained in this Agreement, OCR shall consider all matters related to this investigation resolved and so notify Genesis in writing.

IV. General Obligations

A. Disability Non-discrimination

Genesis 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 Genesis, as required by Section 504. Genesis

shall provide qualified interpreters, as necessary for effective communication, in all Genesis facilities.

B. Non-discrimination by Association

Genesis 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 Coordinators

Within fifteen (15) calendar days of the Effective Date of this Agreement, or as indicated in Attachment B applicable to New Facilities, Genesis shall designate one individual at each of its facilities to be responsible for coordination of that facility's efforts to comply with Section 504. Genesis shall publish, in an appropriate form, the title, function, physical address and telephone number of each Section 504 Coordinator. The Section 504 Coordinators (and their designee(s)) shall be available to answer questions and provide appropriate assistance to Genesis 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 Coordinators shall oversee and ensure the quality of the services provided by the interpreters and note-takers that Genesis uses at their designated facility. Additionally, the Section 504 Coordinator will be responsible for processing any Section 504 complaints received at their designated facility.

D. Corporate Section 504 Coordinator

Within fifteen (15) calendar days of the Effective Date of this Agreement Genesis shall designate an individual to be responsible for compliance with this Agreement and the coordination of its efforts to comply with Section 504. This individual will serve as a single point of contact for the individual Section 504 Coordinators referenced in Section IV. C. of this Agreement. Genesis shall establish a unique email address for contacting the Corporate Section 504 Coordinator. Genesis shall publish, in an appropriate forum, the title, function, physical address, telephone number, and unique email address of the Corporate Section 504 Coordinator. The Corporate Section 504 Coordinator (and his/her designee(s)) shall be available to answer questions and provide appropriate assistance to the individual Section 504 Coordinators regarding access to, and proper use of, the appropriate auxiliary aids and services required by this Agreement. The Corporate Section 504 Coordinator shall oversee and ensure the quality of the services provided by the interpreters and note-takers that Genesis uses. Furthermore, the Corporate Section 504 Coordinator shall oversee the processing of any Section 504 complaints received at the individual Genesis facilities.

E. Section 504 Grievance Procedures

Within sixty (60) calendar days of the Effective Date of this Agreement, Genesis shall develop and submit to OCR a Section 504 Grievance Procedure 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. A sample has been provided at Attachment C for your reference. Genesis will update the Section 504 Coordinator with 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 Genesis without the approval of OCR. Genesis shall implement this Grievance Procedure within thirty (30) calendar days of OCR's approval, or as indicated in Attachment B applicable to New Facilities.

Within thirty (30) calendar days of approval by OCR, or as indicated in Attachment B applicable to New Facilities, Genesis' Section 504 Coordinators' designee(s) shall be available to assist interested persons in filing Section 504 grievances and shall forward all completed grievances to the Section 504 Coordinators for appropriate action.

Genesis shall take steps to notify Genesis Staff, 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 or as indicated in Attachment B for New Facilities, Genesis shall post copies of the Section 504 Grievance Procedure of conspicuous size and print in visible locations in all Genesis facilities. This document shall include the title and contact information for the specific facility's Section 504 Coordinator;
2. Within thirty (30) calendar days after approval by OCR, or as indicated in Attachment B for New Facilities, Genesis shall publish in its Admissions Kits, and on its website, the Section 504 Grievance Procedure. This document shall direct individuals to: contact the Corporate Section 504 Coordinator at a specified telephone number, physical address, or unique email address or in the alternative, to contact their facility's administrator.
3. Genesis' Section 504 Coordinators (and their designee(s)) shall be responsible for maintaining and providing copies of the Section 504 Grievance Procedure to interested persons and having alternative formats of the Section 504 Grievance Procedure such as Braille, large print, and audiotape available to interested persons when necessary.

F. Auxiliary Aids and Services Hotline

Genesis currently operates a Dialogue Line, which is a hotline for Genesis patients and their families to report any questions or concerns regarding Genesis facilities. The Dialogue Line is staffed with live operators 24 hours a day, 7 days a week. Within sixty (60) calendar days of the Effective Date of this Agreement, Genesis shall expand or clarify the functions of the Dialogue Line so that it can be utilized by Patients and Companions in Genesis facilities that: 1) believe a Genesis facility has failed to provide an effective auxiliary aid or service or has failed to provide an effective auxiliary aid or service in a timely manner; and 2) have been unable to resolve the matter with the Genesis facility in a timely manner.

Upon receiving a communication through the Dialogue Line regarding provision of an auxiliary aid or service, the designated Genesis Dialogue Line operator, the appropriate Genesis facility staff members, and Genesis Headquarters staff, as necessary, shall attempt to resolve the caller's concern as soon as possible, but no later than two hours from the time of the call. Within sixty (60) calendar days of the Effective Date of the Agreement, or as indicated in Attachment B applicable to New Facilities, Genesis shall train Dialogue Line operators about this priority handling of calls regarding auxiliary aids and services.

Genesis shall take steps to notify Genesis Staff, Patients, Companions, and interested persons of the availability of the Dialogue Line and its specific availability for addressing concerns about the provision of auxiliary aids and services. This information shall be communicated as follows:

1. Within sixty (60) calendar days of the Effective date of this Agreement, Genesis shall include Dialogue Line contact information and information about its availability for addressing Patient and/or Companions' concerns about the provision of auxiliary aids and services in the Section 504 Grievance Procedure and on Genesis' website; and
2. Within sixty (60) calendar days of the Effective date of this Agreement, or as indicated in Attachment B applicable to New Facilities, Genesis shall publish the Dialogue Line contact information and information about its availability for addressing Patient and/or Companions' concerns about the provision of auxiliary aids and services in the Admissions Kits; and
3. Within sixty (60) calendar days of the Effective Date of this Agreement, or as indicated in Attachment B applicable to New Facilities, Genesis shall post revised notices in patient common areas in each of its facilities.

G. Notice of Nondiscrimination

Within sixty (60) calendar days of the Effective Date of this Agreement, Genesis shall develop and submit to OCR a Notice of Nondiscrimination, which states that

Genesis does not discriminate on any ground prohibited by Federal law, including disability, and provides the title and contact information for the appropriate Section 504 Coordinator contact as specified in Section G. 1-2. An example Notice of Nondiscrimination has been provided at Attachment D for your reference.

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

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

1. Within sixty (60) calendar days of approval by OCR or as indicated in Attachment B applicable to New Facilities, Genesis shall post copies of the Notice of Nondiscrimination of conspicuous size and print in visible locations in all Genesis facilities. This document shall include the title and contact information for the specific facility's Section 504 Coordinator;
2. Within sixty (60) calendar days of approval by OCR or as indicated in Attachment B applicable to New Facilities, Genesis shall publish in its Admissions Kits, and on its website, the Notice of Nondiscrimination. This document shall direct individuals to: contact the Corporate Section 504 Coordinator at a specified telephone number, physical address, or unique email address or in the alternative, to contact their facility's administrator.

H. Ensuring Compliance of Healthcare Professionals

To the extent that physicians and other healthcare professionals with medical staff privileges have direct contact with Patients and/or Companions of Genesis skilled nursing facilities, Genesis shall be responsible for ensuring their compliance with Section 504 and with the requirements of this Agreement.

I. Ensuring Access for Individuals with Limited English Proficiency

When limited English proficiency may be a barrier to the Patient's and/or Companion's full and equal enjoyment of the services that Genesis provides, Genesis agrees to take reasonable steps to provide meaningful access to Genesis programs, consistent with the OCR LEP Guidance. A copy of the OCR LEP Guidance can be found using the following citation: *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 68 Fed. Reg. 47,311 (Aug. 8,2003).

V. Provision of Appropriate Auxiliary Aids and Services

A. Recognition

Genesis recognizes that deaf or hard of hearing Patients and/or Companions need and have a right to appropriate auxiliary aids and services to access and fully participate in health care provided by Genesis skilled nursing facilities. Genesis is committed to providing appropriate auxiliary aids and services in a timely manner to deaf or hard of hearing Patients and/or Companions to ensure effective communication and an equal opportunity to participate fully in the benefits, activities, programs and services provided. This includes ensuring effective communication between Genesis Staff and deaf or hard of hearing Patients and/or Companions.

B. Revised Policies and Procedures

Within sixty (60) calendar days of the Effective Date of this Agreement, Genesis shall develop and submit to OCR a policy and procedures 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 Auxiliary Aids and Services for Persons with Disabilities Policy and Procedures, at Attachment E, have been provided as a reference to Genesis in drafting its own policy and procedures. Genesis' 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 title of the individual at each facility who will make the determination of what auxiliary aid or service Genesis will provide to a deaf or hard of hearing Patient and/or Companion who requests one.
3. A section indicating that Genesis staff will consider the following factors in reaching the determination referred to in Section V-B.2, above: (a) the nature, length, and importance of the communication at issue; (b) the Patient's and/or 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). Genesis 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. In the event that communication is not effective, Genesis Staff shall reassess which appropriate auxiliary aids or services are necessary, in consultation with the person with a disability, where

possible. Under no circumstances shall a staff member deny a request for an interpreter based solely on whether an individual who is deaf or hard of hearing can answer short questions by nodding or through the use of questions to which the answers are simply “yes” or “no.”

4. A section indicating general circumstances under which qualified interpreters will be provided. Qualified interpreters are generally necessary in these situations: (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 treatments; (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) explaining living wills or powers of attorney or their availability; (k) providing mental health evaluations, group and individual therapy, counseling, and other therapeutic activities, including, but not limited to, grief counseling and crisis intervention; (l) conducting educational presentations; and (j) any other circumstances in which qualified interpreters are necessary to ensure a Patient’s privacy or confidentiality. This list does not imply that an interpreter must always be provided in these circumstances nor does it suggest that there may not be other circumstances where it may be appropriate to provide qualified interpreters for effective communication.

OCR shall review the revised policy and procedures within fifteen (15) calendar days. The policy and procedures shall not be implemented by Genesis without the approval of OCR. Within thirty (30) calendar days of OCR approval, or as indicated in Attachment B applicable to New Facilities, Genesis shall implement the revised policy and procedures in Genesis’ skilled nursing centers nationwide and disseminate them to all skilled nursing facility administrators (“administrators”).

Within in five (5) calendar days of their receipt of the revised policy and procedures, or as indicated in Attachment B applicable to New Facilities, all Genesis administrators shall disseminate the policy and procedures to the Genesis Staff at their respective facilities.

C. General Assessment Criteria

Genesis shall engage in an interactive process with the deaf or hard of hearing Patient and/or Companion to determine which appropriate auxiliary aids and services are needed to ensure effective communication. As part of this process, Genesis shall discuss with the Patient and/or Companion, wherever possible, the type of aids and services needed and the Patient’s and/or Companion’s preference

of auxiliary aids or services. Genesis 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.

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/or Companion's fluency in English; (2) the Patient's and/or Companion's competency in lip reading; (3) whether the Patient and/or 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/or 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 Genesis skilled nursing facilities. Genesis shall provide auxiliary aids and services, including but not limited to qualified interpreters, to Patients and/or Companions who are deaf or hard of hearing in situations where such provision is necessary for effective communication.

E. Initial Assessment and Ongoing Assessments

1. Scheduled Encounters: Within sixty (60) calendar days of the Effective Date of this Agreement, Genesis will submit to OCR a draft of its proposed assessment process to ensure that deaf or hard of hearing Patients' and/or their Companions' communication needs are evaluated prior to their first encounter at a Genesis skilled nursing facility. As part of this assessment process, trained Genesis Staff shall perform an initial communication assessment to determine whether the Patient and/or 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/or Companion will be provided with an appropriate auxiliary aid or service at the time of the scheduled encounter. The results of the assessment and any identified auxiliary aids or services for the Patient and/or Companion will be documented in a conspicuous space in the Patient's registration or medical records to alert staff that auxiliary aids and services must be provided.

OCR shall review the proposed assessment process within fifteen (15) calendar days of receipt. The assessment process shall not be implemented by Genesis without the approval of OCR. Once OCR has approved the proposed

assessment process, Genesis shall implement the assessment process within thirty (30) calendar days, or as indicated in Attachment B applicable to New Facilities.

2. Non-Scheduled Encounters: After receiving a request for an auxiliary aid or service for a non-scheduled encounter and determining that an auxiliary aid or service is necessary, Genesis shall make an appropriate auxiliary aid or service available to the Patient and/or Companion. If it is determined that a sign language interpreter is necessary for effective communication, Genesis shall provide an interpreter to the Patient and/or Companion as soon as practicable, but no later than two hours from the time the request was made.
3. Continuation of Provision of Appropriate Auxiliary Aids and Services: Where auxiliary aids and services are necessary for effective communication the Genesis skilled nursing facility shall continue to provide appropriate auxiliary aids and services to Patients and/or Companions during the entire period of the Patient's course of treatment at Genesis, without requiring subsequent requests for the appropriate auxiliary aids and services by the Patient and/or Companion. Genesis Staff shall keep records that reflect the ongoing provision of appropriate auxiliary aids and services to Patients and/or Companions.
4. Determination Not to Provide Requested Auxiliary Aid or Service: If, after conducting the assessment as described in Section V of this Agreement, a Genesis skilled nursing facility decides not to provide a particular auxiliary aid or service requested by a Patient and/or Companion, Genesis Staff 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 Genesis Staff who made the determination, and the alternative auxiliary aid or service, if any, that Genesis 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 records.

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 Genesis' revised policies and procedures (see Section V-B), Genesis 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 Genesis; and (3) the Genesis 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 Genesis' website. The notice also shall be readily and routinely available and visible in conspicuous locations in Genesis facilities and services

within thirty (30) calendar days of OCR's approval of Genesis' revised policies and procedures, or as indicated in Attachment B applicable to new Facilities.

G. Interpreter Services

When an interpreter is necessary for effective communication, Genesis shall ensure that qualified interpreters are provided in a timely manner at all Genesis facilities throughout the Term of the Agreement and thereafter, as required under Section 504. Genesis agrees that, between the time an interpreter is requested and the time an interpreter arrives, Genesis Staff will continue to try to communicate with the Patient and/or 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 throughout the operating hours of the facility.

Types of Interpreter Services:

1. Qualified interpreters on the Genesis 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 Genesis 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. Genesis 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, or as indicated in Attachment B applicable to New Facilities, Genesis shall either: 1) enter into a contract(s) with an agency/agencies of its choice for the provision of qualified interpreter services at all of its skilled nursing facilities for a period of, at a minimum, one (1) year from the Effective Date of the contract with the agency; 2) ensure that each of its skilled nursing facilities enters into a contract(s) with an agency/agencies of its choice for the provision of qualified interpreters at that facility for a period of, at a minimum, one (1) year from the Effective Date of the contract with the agency; or 3) ensure that each of its facilities has established an arrangement with an agency/agencies of its choice for the provision of qualified interpreter services.

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, Genesis shall never permit a family member, advocate, or friend of a Patient and/or Companion who is deaf or hard of hearing to interpret or facilitate communication between Genesis Staff and the Patient and/or 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/or Companion have been made aware of Genesis' full range of auxiliary aids and services available free of charge; and
4. The Patient and/or Companion provides written confirmation that he or she was made aware of relevant auxiliary aids or services available free of charge and agree to the use of such person to interpret or facilitate communication. A sample Interpreter Request and Waiver Form has been provided at Attachment F.

In time-sensitive, life-threatening situations, Genesis 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, Genesis 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/or Companion, Genesis shall take the following steps to obtain a qualified interpreter. The steps should be taken in the order in which they are listed:

1. Request a qualified interpreter from a list maintained by Genesis, from among any qualified interpreters on the Genesis staff or from an agency with whom Genesis has an ongoing contract for qualified interpreter services;
2. If Genesis is unable to obtain the services of an available qualified interpreter from the resources identified in subparagraph 1, then Genesis shall request an interpreter from a secondary list of qualified interpreters (agency or freelance) maintained by Genesis.

The preferred and secondary lists of qualified interpreters maintained by Genesis shall be updated by Genesis regularly, not less than once every twelve (12) months. Genesis may select the agencies or individuals on the list based upon such criteria as Genesis deems appropriate, so long as Genesis 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 the Genesis Staff

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

L. Telephone Communications

Within sixty (60) calendar days of the Effective Date of this Agreement, or as indicated in Attachment B applicable to New Facilities, Genesis shall ensure that Patients and/or Companions can communicate effectively by telephone. Genesis shall ensure that each skilled nursing facility that uses public telephones uses a

TTY (also known as a TDD) device or an equally effective telecommunications system for Patients and or Companions that are deaf or hard of hearing.

Genesis shall ensure that each skilled nursing facility that has a resident Patient that needs a TTY for effective telephonic access has access to a TTY when needed, so that the resident Patient who is deaf or hard of hearing has access to a telephone that is equal to the access of patients who are not deaf or hard of hearing.

In those facilities that have portable TTY devices, they shall be stored in places that are readily accessible at all times of the day or night. Genesis shall make reasonable efforts to provide a TTY or equally effective telecommunication system to a Patient or Companion within twenty (20) minutes from the time it is requested.

All Genesis staff shall be notified in writing of the location of a TTY device that is closest to their work area.

VI. Training

A. Training of the Section 504 Coordinators

Within thirty (30) calendar days of the Effective Date of this Agreement, or as indicated in Attachment B applicable to New Facilities, Genesis shall ensure that its individual Section 504 Coordinators, its Corporate Section 504 Coordinator, and their 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 Genesis Staff

Within one-hundred twenty (120) calendar days of the Effective Date of this Agreement, or as indicated in Attachment B applicable to New Facilities, Genesis shall provide training to all available Genesis Staff on its revised policies and procedures for ensuring effective communication with deaf or hard of hearing Patients and/or Companions. Such training shall be sufficient in content to train Genesis 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.

1. The training program shall be of sufficient content and duration to cover the following:
 - a. The requirements of Section 504, including the requirement to ensure effective communication with Patients and/or Companions who are deaf or hard of hearing and the prohibition against retaliation;
 - b. The importance of effective communication with individuals who are deaf or hard of hearing;
 - c. The policies and procedures outlined in this Agreement;
 - d. Effective methods that Genesis staff may use to promptly identify a Patient's and/or Companion's communication needs and preferences for services;
 - e. Types of auxiliary aids and services available at Genesis for deaf and hard of hearing persons;
 - f. The proper use of qualified interpreters and note takers for people who are deaf or hard of hearing;
 - g. Procedures for securing appropriate, effective auxiliary aids and services for people who are deaf or hard of hearing;
 - h. Action to take when a Genesis staff member's efforts to obtain auxiliary aids and services are unsuccessful, such as when a contract interpreter provider does not respond to a request or is unavailable to provide the requested service;
 - i. Appropriate response to persons who are deaf or hard of hearing; and
 - j. Recommended and required charting procedures governing provision of appropriate auxiliary aids and services.

Genesis shall provide the aforementioned training to all new hires of skilled nursing facilities within thirty (30) calendar days of employment.

VII. Outreach

- A. Within sixty (60) calendar days of the Effective Date of this Agreement, Genesis shall develop and submit to OCR an Outreach Plan for the Center to increase

community awareness of hearing impairments, deafness, issues facing deaf and hard of hearing persons, and the auxiliary aids and services available at the Center for Patients and/or Companions who are deaf or hard of hearing. The Outreach Plan shall include:

1. Publication of a notice in a local Randallstown news publication stating that the Center accepts all qualified patients with disabilities, including persons who are deaf or hard of hearing, and that appropriate auxiliary aids and services are provided to Patients and/or Companions who are deaf or hard of hearing at the Center to ensure effective communication.
 2. Dissemination of a notice to select state and local disability advocacy groups stating that the Center accepts all qualified patients with disabilities, including persons who are deaf or hard of hearing, and that appropriate auxiliary aids and services are provided to Patients and/or Companions who are deaf or hard of hearing at the Center to ensure effective communication.
- B. The Outreach Plan may include additional outreach efforts as deemed necessary by Genesis. OCR shall review the Outreach Plan within fifteen (15) calendar days. The Outreach Plan shall not be implemented by the Center without the approval of OCR. Within thirty (30) calendar days of OCR approval, the Center shall implement the Outreach Plan.

VIII. Advisory Committee

- A. Within thirty (30) calendar days of the Effective Date of this Agreement, Genesis shall form an internal Advisory Committee to provide guidance and direction to Genesis on the topic of effective communication with the deaf and hard of hearing community during the implementation of terms of this Agreement. Specifically, the Advisory Committee shall review and comment on draft versions of the following Genesis policies or processes required by the terms of this Agreement:
1. Notice of Non-discrimination;
 2. Notice of the Availability of Auxiliary Aids and Services;
 3. Grievance Procedures;
 4. Revised Policies and Procedures for Effective Communication with Deaf and Hard of Hearing Persons;
 5. Assessment process for Patients and/or Companions who are deaf or hard of hearing;
 6. Outreach Plan for the Center;
 7. Training for Genesis staff; and
 8. Monitoring of the provision of auxiliary aids and services.
- B. The Advisory Committee shall be comprised of at least four (4) Genesis professionals who have knowledge of compliance issues involving Section 504 and deaf and hard of hearing persons. The Advisory Committee may fulfill additional responsibilities as deemed necessary by Genesis.

IX. Monitoring

To ensure effective provision of auxiliary aids and services, within ninety (90) calendar days of the Effective Date of this Agreement, Genesis shall hire or designate an individual or office to monitor the provision of auxiliary aids and services to persons who are deaf or hard of hearing and compliance with this Agreement and inform OCR of the identity of the individual or office designated with monitoring responsibilities. As part of the monitoring program, Genesis shall:

- A. Review medical records of Patients at the Center who are deaf or hard of hearing to assess whether communication needs are properly recorded in all patient records and whether such persons are provided effective auxiliary aids or services.
- B. Review all complaints filed by individuals who are deaf or hard of hearing to determine effectiveness of auxiliary aids or services;
- C. Assess Genesis Staff's knowledge about Genesis auxiliary aids and services policies and procedures;
- D. Review the accuracy of the list(s) containing the availability of interpreters;
- E. Request feedback from deaf or hard of hearing individuals and advocates;
- F. Assist with the recruitment and assignment of staff interpreters, if applicable;
- G. Analyze the impact of all procedural and policy changes affecting individuals who are deaf or hard of hearing; and
- H. Develop and conduct a self-assessment program to determine whether auxiliary aids or services are provided to individuals who are deaf or hard of hearing when they visit Genesis facilities or contact a Genesis facility by telephone.

X. Reporting

A. Documentation of Initial Assessments and Requests for Auxiliary Aids or Services at the Center.

1. Pursuant to the schedule provided below, Genesis shall provide OCR with periodic reports (Auxiliary Aids and Services Reports) for the Center. The Auxiliary Aids and Services Reports will identify the following information for each auxiliary aid or service request or assessment at the Center:

- a. date and time of the Initial Assessment or request made by a Patient and/or Companion regarding the need for an auxiliary aid or service, the type of auxiliary aid or service requested, the auxiliary aid or service determined, and the auxiliary aid or service provided;
- b. a code that identifies the Patient and/or Companion who requests or is determined to need an auxiliary aid or service;
- c. name and title of the Center Staff who receives the request or makes the determination concerning the request or need for an auxiliary aid or service; and
- d. documentation of any decision to deny a request by a Patient and/or Companion and the basis for that decision.

2. Genesis shall submit Auxiliary Aids and Services Reports for the Center to OCR within thirty (30) calendar days after each of the time periods listed below. The Auxiliary Aids and Services Report shall cover all auxiliary aids or services requested and/or provided at the Center during the specified time period, as follows:

- a. 61-120 calendar days after the Effective Date of the Agreement;
- b. 121-210 calendar days after the Effective Date of the Agreement;
- c. 211-300 calendar days after the Effective Date of the Agreement;
- d. 301-390 calendar days after the Effective Date of the Agreement;
- e. 391-480 calendar days after the Effective Date of the Agreement;
- f. 481-570 calendar days after the Effective Date of the Agreement; and
- g. 571-630 calendar days after the Effective Date of the Agreement.

B. Monitoring Reports

On the dates detailed in Section X-D of this Agreement, Genesis shall provide a written report (“Monitoring Reports”) to OCR regarding the status of the activities required in Section IX of this Agreement.

C. Compliance Reports

On the dates detailed in Section X-D of this Agreement, Genesis shall provide a written report (“Compliance Report”) to OCR regarding the status of its compliance with this Agreement. The Compliance Report shall include appropriate documentation of the steps taken to comply with each portion of this Agreement. The “Settlement Agreement Compliance Timeline” at Attachment A

and the “Settlement Agreement Compliance Timeline for New Facilities” at Attachment B have been provided for your reference.

D. Submission of Compliance and Monitoring Reports

Genesis shall submit the aforementioned Compliance Reports to OCR within one (1) month of the end of each of the following periods: (1) six (6) months of the Effective Date of this Agreement (covering the preceding six-month period) or as indicated in Attachment B applicable to New Facilities; (2) twelve (12) months of the Effective Date of this Agreement (covering the preceding six-month period) or as indicated in Attachment B applicable to New Facilities; (3) eighteen (18) months of the Effective Date of the Agreement (covering the preceding six-month period) or as indicated in Attachment B applicable to New Facilities; and 4) twenty-two (22) months of the Effective Date of the Agreement (covering the preceding four-month period) or as indicated in Attachment B applicable to New Facilities.

E. Additional Documentation

1. Within one hundred eighty (180) calendar days of the Effective Date of this Agreement, or as indicated in Attachment B applicable to New Facilities, Genesis 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. Genesis shall also provide OCR with copies of these materials at this time;
2. Within one hundred eighty (180) calendar days of the Effective Date of this Agreement, or as indicated in Attachment B applicable to New Facilities, Genesis shall provide documentation that the actions required in Paragraphs B through L of Section V and Sections VII and VIII of this Agreement have been completed. As part of this documentation, Genesis shall provide OCR with a copy/copies of the contract(s) and/or a description of the arrangements described in Section V.H. of this Agreement
3. Within one hundred fifty (150) calendar days of the Effective Date of this Agreement, or as indicated in Attachment B applicable to New Facilities, Genesis 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. As part of this documentation, Genesis shall provide a copy of the staff training information or materials provided, training sign-in sheets, and any other training documentation on its revised policy and procedures for effective communication;

4. Within one hundred thirty-five (135) calendar days of the Effective Date of this Agreement, or as indicated in Attachment B applicable to New Facilities, Genesis shall provide OCR copies of posted notices; and
5. Within eight hundred seventy (870) calendar days of the Effective Date of this Agreement, Genesis shall provide OCR with a letter certifying that it has completed all the actions required by this Agreement.

F. Summary of Section 504 Grievances

At six (6), nine (9), twelve (12), fifteen (15), eighteen (18) and twenty-one (21) months of the Effective Date of this Agreement, or as indicated in Attachment B applicable to New Facilities, Genesis shall provide OCR with letters describing the number and type of Section 504 Grievances filed against Genesis and the status and outcome of each grievance. Each report shall cover the months not previously covered by the preceding report.

G. Maintenance of Records

Genesis 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.

XI. Signatures

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

<p>_____ <i>/s/</i></p>	<p>3/01/2013 <hr style="width: 100%;"/></p>
<p>Name: Mike Reitz Title: Executive Vice President and Chief Operating Officer Genesis HealthCare LLC</p>	<p>Date</p>
<p>_____ <i>/s/</i></p>	<p>3/01/2013 <hr style="width: 100%;"/></p>
<p>Name: Mike Reitz Title: Executive Vice President and Chief Operating Officer 9109 Liberty Road Operations LLC d/b/a Randallstown Center</p>	<p>Date</p>
<p>_____ <i>/s/</i></p>	<p>3/01/2013 <hr style="width: 100%;"/></p>
<p>Barbara J. Holland Regional Manager, Region III U.S. Department of Health and Human Services Office for Civil Rights</p>	<p>Date</p>

Attachment A

SETTLEMENT AGREEMENT COMPLIANCE TIMELINE

DUE DATE	ACTION REQUIRED	DATE COMPLETED
15 Days	<ol style="list-style-type: none"> 1. Genesis shall designate a Section 504 Coordinator at each of its facilities. 2. Genesis shall designate a Corporate Section 504 Coordinator. 	
30 Days	<ol style="list-style-type: none"> 1. Genesis shall complete training to the individual Section 504 Coordinators, the Corporate Section 504 Coordinator, and their designee(s). 2. Genesis shall form an internal Advisory Committee as specified in Section VIII of the Agreement. 	
60 Days	<ol style="list-style-type: none"> 1. Genesis shall develop and submit to OCR the following: <ul style="list-style-type: none"> • A Section 504 Grievance Procedures; • A Notice of Nondiscrimination; • A draft of its proposed assessment process for ensuring effective communication with deaf or hard of hearing Patients and/or Companions; • A Policy and Procedures on Auxiliary Aids and Services for Persons with Disabilities; 2. Genesis shall ensure the telephone communication access referenced in Section V.L. of the Agreement. 3. Genesis shall expand or clarify the functions of the Dialogue Line so that it can be utilized as described in Section IV. F. of the Agreement. 4. Genesis shall train Dialogue Line operators as per Section IV. F. of the Agreement. 5. Genesis shall include Dialogue Line contact information and information about its availability for addressing Patient and/or Companions' concerns about the provision of auxiliary aids and services in the Section 504 Grievance Procedure and on Genesis' website. 6. Genesis shall publish the Dialogue Line contact information and information about its availability for addressing Patient and/or Companions' concerns about the provision of auxiliary aids and services in the Admissions Kits and post revised notices in patient common areas in each of its facilities. 7. Genesis shall develop and submit to OCR an Outreach Plan for the Center as specified in Section VII of the Agreement. 	

DUE DATE	ACTION REQUIRED	DATE COMPLETED
75 Days	<p>OCR shall complete review of the following:</p> <ul style="list-style-type: none"> • Genesis Section 504 Grievance Procedures; • Genesis Notice of Nondiscrimination; • Genesis proposed assessment process; • Genesis Policy and Procedures on Auxiliary Aids and Services for Persons with Disabilities. • The Outreach Plan specified in Section VII of the Agreement 	
90 Days and ongoing	<ol style="list-style-type: none"> 1. Genesis shall secure the contracts or arrangements specified in Section V.H. of this Agreement. 2. Genesis shall designate an individual or office to monitor the provision of auxiliary aids and services and inform OCR of the identity of the individual or office, as per Section IX of the Agreement. 	
105 Days	<ol style="list-style-type: none"> 1. Genesis shall implement and disseminate to all skilled nursing facility administrators its Policy and Procedures on Auxiliary Aids and Services for Persons with Disabilities. 2. Genesis shall implement its Section 504 Grievance procedure. 3. Genesis' Section 504 Coordinators' designee(s) shall be available to assist interested persons in filing Section 504 grievances. 4. Genesis shall publish on its website and in its Admissions Kits its Section 504 Grievance Procedures. 5. Genesis shall post its Section 504 Grievance Procedure. 6. Genesis shall implement its process for assessing the communication needs of the deaf or hard of hearing persons. 7. Genesis shall provide notice to deaf or hard of hearing persons of: <ul style="list-style-type: none"> • their right to appropriate auxiliary aids and services free of charge; • the process for filing and resolving grievances about such services with Genesis; • the Genesis staff member(s) who have been designated to provide assistance in this area. 8. The Center shall implement the Outreach Plan referenced in Section VII. of the Agreement. 	

DUE DATE	ACTION REQUIRED	DATE COMPLETED
110 days	Genesis administrators shall disseminate the Policy and Procedures on Auxiliary Aids and Services for Persons with Disabilities to the Genesis Staff at their respective facilities.	
120 days	Genesis shall provide training to all Genesis staff on its revised policies and procedures for ensuring effective communication with deaf or hard of hearing Patients and/or Companions.	
135 Days	<ol style="list-style-type: none"> 1. Genesis shall publish its Notice of Nondiscrimination on its website and in Admissions Kits. 2. Genesis shall post its Notice of Nondiscrimination. 3. Genesis shall provide to OCR copies of the posted notices. 	
150 Days	<ol style="list-style-type: none"> 1. Genesis shall provide to OCR documentation of and a letter certifying that the training described in Section VI of the Agreement has been completed and a copy of staff training information, sign-in sheets, and other training documentation on revised policy and procedures for effective communication. 2. The Center shall submit its first Auxiliary Aids and Services Report to OCR as per the format specified in Section IX.A of the Agreement. 	
180 Days	<ol style="list-style-type: none"> 1. Genesis shall submit to OCR a letter certifying that the distribution of materials required by Section IV and V of this Agreement has occurred. Genesis shall also submit copies of these materials at this time. 2. Genesis to provide documentation to OCR that the actions required in Paragraphs B through L of Section V and Section VII and VIII of this Agreement have been completed. Genesis shall also provide copies of the contracts and/or a description of the arrangements described in Section V.H. of this Agreement. 	
6 Months	Genesis shall provide OCR with a letter describing the number and type of Section 504 grievances filed against Genesis and the status and outcome of each grievance during the last 6 months.	
7 Months	Genesis to submit to OCR the first Compliance Report.	
240 days	The Center shall submit its second Auxiliary Aids and Services Report to OCR as per the format.	

DUE DATE	ACTION REQUIRED	DATE COMPLETED
9 Months	Genesis shall provide OCR with a letter describing the number and type of Section 504 grievances filed against Genesis and the status and outcome of each grievance during the last 3 months.	
330 days	The Center shall submit its third Auxiliary Aids and Services Report to OCR as per the format.	
12 months	Genesis shall provide OCR with a letter describing the number and type of Section 504 grievances filed against Genesis and the status and outcome of each grievance during the last 3 months.	
13 months	Genesis to submit to OCR the second Compliance Report.	
420 days	The Center shall submit its fourth Auxiliary Aids and Services Report to OCR as per the format.	
15 months	Genesis shall provide OCR with a letter describing the number and type of Section 504 grievances filed against Genesis and the status and outcome of each grievance during the last 3 months.	
510 days	The Center shall submit its fifth Auxiliary Aids and Services Report to OCR as per the format.	
18 months	Genesis shall provide OCR with a letter describing the number and type of Section 504 grievances filed against Genesis and the status and outcome of each grievance during the last 3 months.	
19 months	Genesis to submit to OCR the third Compliance Report.	
600 days	The Center shall submit its sixth Auxiliary Aids and Services Report to OCR as per the format.	
21 months	Genesis shall provide OCR with a letter describing the number and type of Section 504 grievances filed against Genesis and the status and outcome of each grievance during the last 3 months.	
660 days	The Center shall submit its seventh Auxiliary Aids and Services Report to OCR as per the format.	
23 months	Genesis to submit to OCR the fourth Compliance Report.	
870 days	Genesis shall submit to OCR a letter certifying that it has completed all actions required by this Agreement.	

Attachment B

**SETTLEMENT AGREEMENT COMPLIANCE TIMELINE
FOR NEW FACILITIES**

DUE DATE	ACTION REQUIRED	DATE COMPLETED
45 days	Genesis shall designate a Section 504 Coordinator at each of its facilities.	
6 months and 30 Days	Genesis shall complete training to the individual Section 504 Coordinators, and their designee(s).	
6 months and 60 Days	<ol style="list-style-type: none">1. Genesis shall ensure the telephone communication access referenced in Section V.L. of the Agreement.2. Genesis shall train Dialogue Line operators as per Section IV. F. of the Agreement.3. Genesis shall publish the Dialogue Line contact information and information about its availability for addressing Patient and/or Companions' concerns about the provision of auxiliary aids and services in the Admissions Kits and post revised notices in patient common areas in each of its facilities.	
6 months and 90 Days and ongoing	Genesis shall secure the contracts or arrangements specified in Section V.H. of this agreement.	
6 months and 105 Days	<ol style="list-style-type: none">1. Genesis shall implement and disseminate to all skilled nursing facility administrators its Policy and Procedures on Auxiliary Aids and Services for Persons with Disabilities.2. Genesis shall implement its Section 504 Grievance procedure.3. Genesis' Section 504 Coordinators' designee(s) shall be available to assist interested persons in filing Section 504 grievances.4. Genesis shall publish its Section 504 Grievance Procedures in its Admissions Kits.5. Genesis shall post its Section 504 Grievance Procedure.6. Genesis shall implement its process for assessing the communication needs of the deaf or hard of hearing persons.7. Genesis shall provide notice to deaf or hard of hearing persons of the following:<ul style="list-style-type: none">• their right to appropriate auxiliary aids and services free of charge;• the process for filing and resolving grievances about such services with Genesis;• the Genesis staff member(s) who have been designated to provide assistance in this area.	

DUE DATE	ACTION REQUIRED	DATE COMPLETED
6 months and 110 days	Genesis administrators shall disseminate the Policy and Procedures on Auxiliary Aids and Services for Persons with Disabilities to the Genesis Staff at their respective facilities	
6 months and 120 days	Genesis shall provide training to all Genesis staff on its revised policies and procedures for ensuring effective communication with deaf or hard of hearing Patients and/or Companions.	
6 months and 135 Days	<ol style="list-style-type: none"> 1. Genesis shall publish the Notice of Nondiscrimination in its Admissions Kits. 2. Genesis shall post its Notice of Nondiscrimination. 3. Genesis shall provide to OCR copies of the posted notices. 	
6 months and 150 Days	Genesis shall provide to OCR documentation of and a letter certifying that the training described in Section VI of the Agreement has been completed and a copy of staff training information, sign-in sheets, and other training documentation on revised policy and procedures for effective communication.	
6 months and 180 Days	<ol style="list-style-type: none"> 1. Genesis shall submit to OCR a letter certifying that the distribution of materials required by Section IV and V of this Agreement has occurred. Genesis shall also submit copies of these materials at this time. 2. Genesis to provide documentation to OCR that the actions required in Paragraphs B through L of Section V of this Agreement have been completed. Genesis shall also provide copies of the contracts and/or a description of the arrangements described in Section V.H. of this Agreement. 	
12 Months	Genesis shall provide OCR with a letter describing the number and type of Section 504 grievances filed against Genesis and the status and outcome of each grievance during the last 6 months.	
13 months	Genesis to submit to OCR the first Compliance Report.	
15 months	Genesis shall provide OCR with a letter describing the number and type of Section 504 grievances filed against Genesis and the status and outcome of each grievance during the last 3 months.	
18 months	Genesis shall provide OCR with a letter describing the number and type of Section 504 grievances filed against Genesis and the status and outcome of each grievance during the last 3 months.	
19 months	Genesis to submit to OCR the second Compliance Report.	

DUE DATE	ACTION REQUIRED	DATE COMPLETED
21 months	Genesis shall provide OCR with a letter describing the number and type of Section 504 grievances filed against Genesis and the status and outcome of each grievance during the last 3 months.	
24 months	Genesis shall provide OCR with a letter describing the number and type of Section 504 grievances filed against Genesis and the status and outcome of each grievance during the last 3 months.	
25 months	Genesis to submit to OCR the third Compliance Report.	
27 months	Genesis shall provide OCR with a letter describing the number and type of Section 504 grievances filed against Genesis and the status and outcome of each grievance during the last 3 months.	
29 months	Genesis to submit to OCR the fourth Compliance Report.	

Attachment C

Example of a Section 504 Grievance Procedure that Incorporates Due Process Standards

SECTION 504 GRIEVANCE PROCEDURE

It is the policy of **[insert name of Genesis facility or service]** not to discriminate on the basis of disability. **[Insert name of Genesis facility or service]** has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794.

Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance. The Law and Regulation, 45 C.F.R. Part 84, may be examined in the office of **[insert name, title, tel. no. of Section 504 Coordinator]**, who has been designated to coordinate the efforts of **[insert name of Genesis facility or service]** to comply with Section 504.

Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for **[insert name of Genesis facility or service]** to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

PROCEDURE:

- Grievances must be submitted to the Section 504 Coordinator within forty-five (45) 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 504 Coordinator (or his/her designee) shall conduct an investigation of the complaint. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Section 504 Coordinator will maintain the files and records of **[insert name of Genesis facility or service]** relating to such grievances.
- The Section 504 Coordinator shall issue a written decision on the grievance no later than thirty (30) calendar days after its filing.
- The person filing the grievance may appeal the decision of the Section 504 Coordinator by writing to the **[insert Administrator/Chief Executive Officer/Board of Directors/etc.]** within fifteen (15) calendar days of receiving the Section 504 Coordinator's decision. The **[insert Administrator/Chief Executive Officer/Board of Directors/etc.]** 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 filing a complaint of discrimination on the basis of disability with the:

Office for Civil Rights - Headquarters

Leon Rodriguez, Director

U.S. Department of Health and Human Services

200 Independence Avenue, S.W.

Room 509F HHH Bldg.

Washington, DC 20201

REGIONAL OFFICE ADDRESSES:

Region I - Boston (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont)

Peter Chan, Regional Manager

Office for Civil Rights

U.S. Department of Health and Human Services

Government Center

J.F. Kennedy Federal Building - Room 1875

Boston, MA 02203

Voice phone (800) 368-1019

FAX (617) 565-3809

TDD (800) 537-7697

Region II - New York (New Jersey, New York, Puerto Rico, Virgin Islands)

Linda Colon, Regional Manager

Office for Civil Rights

U.S. Department of Health and Human Services

Jacob Javits Federal Building

26 Federal Plaza - Suite 3312

New York, NY 10278

Voice Phone (800) 368-1019

FAX (212) 264-3039

TDD (800) 537-7697

Region III - Philadelphia (Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, West Virginia)

Barbara J. Holland, Regional Manager

Office for Civil Rights

U.S. Department of Health and Human Services

150 S. Independence Mall West

Suite 372, Public Ledger Building

Philadelphia, PA 19106-9111

Main Line (800) 368-1019

FAX (215) 861-4431

TDD (800) 537-7697

Region IV - Atlanta (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Roosevelt Freeman, Regional Manager
Office for Civil Rights
U.S. Department of Health and Human Services
Sam Nunn Atlanta Federal Center, Suite 16T70
61 Forsyth Street, S.W.
Atlanta, GA 30303-8909
Voice Phone (800) 368-1019
FAX (404) 562-7881
TDD (800) 537-7697

Region V - Chicago (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Celeste Davis, Regional Manager
Office for Civil Rights
U.S. Department of Health and Human Services
233 N. Michigan Ave., Suite 240
Chicago, IL 60601
Voice Phone (800) 368-1019
FAX (312) 886-1807
TDD (800) 537-7697

Region VI - Dallas (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Ralph Rouse, Regional Manager
Office for Civil Rights
U.S. Department of Health and Human Services
1301 Young Street, Suite 1169
Dallas, TX 75202
Voice Phone (800) 368-1019
FAX (214) 767-0432
TDD (800) 537-7697

Region VII - Kansas City (Iowa, Kansas, Missouri, Nebraska)

Frank Campbell, Regional Manager
Office for Civil Rights
U.S. Department of Health and Human Services
601 East 12th Street - Room 353
Kansas City, MO 64106
Voice Phone (800) 368-1019
FAX (816) 426-3686
TDD (800) 537-7697

Region VIII - Denver (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Velveta Howell, Regional Manager
Office for Civil Rights
U.S. Department of Health and Human Services

999 18th Street, Suite 417
Denver, CO 80202
Voice Phone (800) 368-1019
FAX (303) 844-2025
TDD (800) 537-7697

Region IX - San Francisco (American Samoa, Arizona, California, Guam, Hawaii, Nevada)

Michael Leoz, Regional Manager
Office for Civil Rights
U.S. Department of Health and Human Services
90 7th Street, Suite 4-100
San Francisco, CA 94103
Voice Phone (415) 437-8310
FAX (415) 437-8329
TDD (800) 537-7697

Region X - Seattle (Alaska, Idaho, Oregon, Washington)

Linda Yuu Connor, Regional Manager
Office for Civil Rights
U.S. Department of Health and Human Services
2201 Sixth Avenue - M/S: RX-11
Seattle, WA 98121-1831
Voice Phone (800) 368-1019
FAX (206) 615-2297
TDD (800) 537-7697

[Insert name of Genesis facility or service] will make appropriate arrangements to ensure that disabled persons are provided other accommodations, if needed, to participate in this grievance process. Such arrangements may include, but are not limited to, providing interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The Section 504 Coordinator will be responsible for such arrangements.

Attachment D

*Example of a Notice of Nondiscrimination
(for posting in the facility and inserting in advertising or admissions packages)*

NOTICE OF NONDISCRIMINATION

[insert name of Genesis facility or service] does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of race, color, national origin, disability, sex, or age in admission to, participation in, or receipt of the services and benefits under any of its programs and activities, whether carried out by **[insert name of Genesis facility or service]** directly or through a contractor or any other entity with which **[insert name of Genesis facility or service]** arranges to carry out its programs and activities.

This statement is in accordance with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, other applicable Federal civil rights statutes, and Regulations of the U.S. Department of Health and Human Services, at Title 45 Code of Federal Regulations Parts 80, 84, and 91.

In case of questions, please contact:

Facility or Service:

Contact Person/Section 504 Coordinator:

Title:

Telephone number:

TDD or State Relay number:

Address:

Attachment E

Example of a Policy and Procedures for Providing Auxiliary Aids for Persons with Disabilities

AUXILIARY AIDS AND SERVICES FOR PERSONS WITH DISABILITIES POLICY

[Insert name of Genesis facility or service] will take appropriate steps to ensure that persons with disabilities, including persons who are deaf, hard of hearing, or blind, or who have other sensory or manual impairments, have an equal opportunity to participate in our services, activities, programs and other benefits. The procedures outlined below are intended to ensure effective communication with patients/clients involving their medical conditions, treatment, services and benefits. The procedures also apply to, among other types of communication, communication of information contained in important documents, including waivers of rights, consent to treatment forms, financial and insurance benefits forms, etc. **[include those documents applicable to the Genesis facility or service]**. All necessary auxiliary aids and services shall be provided without cost to the person being served.

All staff will be provided written notice of this policy and procedure, and staff that may have direct contact with individuals with disabilities will be trained in effective communication techniques, including the effective use of interpreters.

PROCEDURES:

1. Identification and Assessment of Need:

[Insert name of Genesis facility or service] provides notice of the availability of and procedure for requesting auxiliary aids and services through notices in our **[website, brochures, handbooks, letters, print/radio /television advertisements, etc.]** and through notices posted **[in waiting rooms, lobbies, etc.]**. When an individual self-identifies as a person with a disability that affects the ability to communicate or to access or manipulate written materials or requests an auxiliary aid or service, staff will consult with the individual to determine what aids or services are necessary to provide effective communication in particular situations.

2. Provision of Auxiliary Aids and Services:

[Insert name of Genesis facility or service] shall provide the following auxiliary aids and services to achieve effective communication with persons with disabilities:

A. For Persons Who Are Deaf or Hard of Hearing

- (i) For persons who are deaf or hard of hearing and who use sign language as their primary means of communication, the **[insert responsible staff person/**

position/department and a telephone number] is responsible for providing effective interpretation or arranging for a qualified interpreter when needed.

In the event that an interpreter is needed, the **[insert responsible staff person/position/department]** is responsible for:

- Maintaining a list of qualified interpreters on staff showing their names, phone numbers, qualifications and hours of availability **[attach or insert the list]**;
- Contacting the appropriate interpreter on staff to interpret, if one is available and qualified to interpret; or
- Obtaining an outside interpreter if a qualified interpreter on staff is not available. **[Identify the agency(s) name with whom the Genesis facility or service has contracted]** has agreed to provide interpreter services. The agency's/agencies' telephone number(s) is/are **[insert telephone number(s) and the hours of availability]**.

[Note: If video interpreter services are provided via computer, the procedures for accessing the service must be included in the policy.]

(ii) Communicating by Telephone with Persons Who Are Deaf or Hard of Hearing

[Listed below are three methods for communicating over the telephone with persons who are deaf or hard of hearing. Select the method(s) to incorporate in the policy that best applies/apply to the Genesis facility or service.]

[Insert name of Genesis facility or service] utilizes a teletypewriter/telecommunication device for the deaf (TTYs/TDDs) for external communication. The telephone number for the TTY/TDD is **[insert number]**. The TTY/TDD and instructions on how to operate it are located **[insert location]** in the facility; OR

[Insert name of Genesis facility or service] has made arrangements to share a teletypewriter/telecommunication device for the deaf (TTYs/TDDs). When it is determined by staff that a TTY/TDD is needed, we contact **[identify the entity e.g., library, school or university, provide address and telephone numbers]**; OR

[Insert name of Genesis facility or service] utilizes relay services for external telephone communication with teletypewriter/telecommunication device for the deaf (TTYs/TDDs) users. We accept and make calls through a relay service. The state relay service number is **[insert telephone for your State Relay]**.

(iii) For the following auxiliary aids and services, staff will contact **[insert responsible staff person or position and a telephone number]**, who is responsible for providing the following auxiliary aids and services in a timely manner:

[Include those aids applicable to the facility or service, e.g., note-takers; computer-aided transcription services; telephone handset amplifiers; written copies of oral announcements; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning; videotext displays; or other effective methods that help make orally delivered materials available to individuals who are deaf or hard of hearing.]

(iv) Some persons who are deaf or hard of hearing may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the person will not be used as interpreters unless specifically requested by that individual and after an offer of an interpreter at no charge to the person has been made by the Genesis facility or service. Such an offer and the response will be documented in the person's file. If the person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided by the Genesis facility or service.

NOTE: Children and other patients will *not* be used to interpret, in order to ensure confidentiality of information and accurate communication.

B. For Persons Who Are Blind or Who Have Low Vision

(i) Staff will communicate information contained in written materials concerning consent, treatment, benefits, services, and waivers of rights by reading forms out loud and explaining these forms to persons who are blind or who have low vision **[in addition to reading, this section should describe the other aids that are available, where they are located, and how they are used]**.

The following types of large print, taped, Braille, and electronically formatted materials are available: **[identify the materials available]**. These materials may be obtained by calling **[insert responsible staff person/position/department and telephone number]**.

(ii) Staff will contact **[insert responsible staff person/position/department and a telephone number]**, who is responsible for providing the following aids and services in a timely manner:

[Include those aids applicable to the Genesis facility or service, e.g., qualified readers; reformatting into large print; taping or recording of print materials not available in alternate format; or other effective methods that help make visually delivered materials available to individuals who are blind or who have low vision.] In addition, staff members are available to assist persons who are blind or who have low vision in filling out forms and in otherwise providing information in a written format.

C. For Persons with Speech Impairments

To ensure effective communication with persons with speech impairments, staff will contact **[insert responsible staff person/position/department and telephone number]**, who is responsible to provide the aids and services in a timely manner:

[Include those aids applicable to the Genesis facility or service, e.g., writing materials; typewriters; TDDs; computers; flashcards; alphabet boards; communication boards; and other communication aids.]

D. For Persons with Manual Impairments

Staff will assist those who have difficulty in manipulating print materials by holding the materials and turning pages as needed, or by providing one or more of the following:

[Include those aids applicable to the Genesis facility or service, e.g., note-takers; computer-aided transcription services; speaker phones; or other effective methods that help to ensure effective communication by individuals with manual impairments.] For these and other auxiliary aids and services, staff will contact **[insert responsible staff person/position/department and telephone number]** who is responsible to provide the aids and services in a timely manner.

Attachment F

Sample Interpreter Request and Waiver Form

**NAME OF FACILITY
INTERPRETER REQUEST FORM**

It is the policy of *name of facility* to provide patients, companions, and those with legal authority to make decisions about the patient’s care with an interpreter, free of charge and upon request. Our goal in providing this service is to ensure your effective communication with our staff. However, it is your choice whether you use an interpreter provided by *name of facility*.

PATIENT NAME: _____ DATE: _____ TIME: _____

Would you like an interpreter for this encounter?

____ Yes. If yes, type of interpreter needed: _____

____ No. If no, by signing the waiver below you are indicating that *name of facility* has offered to provide you with an interpreter, free of charge, and that you have declined *name of facility’s* offer.

.....

**WAIVER OF RIGHTS TO INTERPRETER SERVICES PROVIDED BY
NAME OF FACILITY**

I waive my right to request that *name of facility* provide me an interpreter for this specific encounter.

SIGNATURE

RELATIONSHIP

DATE

TIME

If you prefer, you may request an alternative means of communication. Please indicate below how you would prefer to communicate with *name of facility’s* staff:

SIGNATURE

RELATIONSHIP

DATE

TIME

WITNESS SIGNATURE

PRINT NAME

DATE

TIME