

# **VOLUNTARY RESOLUTION AGREEMENT**

Between the

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

And

Memorial Health System

Transaction Number: 08-79513

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## **I. Introduction**

This Voluntary Resolution Agreement (“Agreement”) is entered into by the United States Department of Health and Human Services (“USDHHS”), Office for Civil Rights (“OCR”), and Memorial Health System (“MHS”), including general and specialty centers, and urgent care clinics that are part of the MHS Network.

This Agreement resolves OCR Transaction Number 08-79513, an investigation that OCR initiated on March 31, 2008, in response to a complaint. Complainant alleged that MHS discriminated against him on the basis of his disability (deafness) when it failed to provide him with a sign language interpreter within a reasonable amount of time. This agreement also resolves national origin compliance concerns identified during OCR’s investigation of this complaint, specifically issues addressing the manner in which MHS serves limited English proficient (LEP) persons.

During OCR’s review of MHS’s compliance with applicable federal laws, MHS demonstrated a sincere commitment to satisfying its federal obligations pursuant to *Section 504 of the Rehabilitation Act of 1973*, 29 United States Code (U.S.C.) § 794 *et seq.*, and its implementing regulation, 45 Code of Federal Regulations (C.F.R.) Part 84 (Section 504); and *Title II of the Americans with Disabilities Act of 1990*, 42 U.S.C. § 12131 *et seq.*, and its implementing regulation, 28 C.F.R. Part 35 (the ADA); and Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*, (Title VI) and its implementing regulation, 45 C.F.R. Part 80, to patient care, to meeting the needs of its patients, and to resolving OCR’s concerns voluntarily.

OCR’s review identified some areas of improvement concerning certain Section 504 and ADA administrative requirements and areas of improvement under Title VI to ensure that MHS is providing a meaningful opportunity for limited English proficient (LEP) individuals to benefit from the programs and services provided by MHS.

OCR recognizes that since it initiated its investigation of MHS, MHS has taken a number of corrective actions to achieve voluntary compliance with Section 504, the ADA, and Title VI. These actions include: staff training; revising Section 504/ADA and LEP-related policies and procedures; evaluating and addressing issues to improve effective communication with persons with disabilities and LEP, and appointing staff members and committees responsible for assessing MHS’s compliance with Section 504, the ADA, and Title VI.

OCR and MHS agree that additional corrective actions including enhancements, changes, and additions to MHS’s applicable practices, policies, and procedures are needed to ensure MHS’s continuing compliance efforts with its applicable federal obligations. This Agreement provides for the necessary corrective actions to achieve voluntary compliance with Section 504, the ADA and Title VI.

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

1. United States Department of Health and Human Services, Office for Civil Rights; and
2. Memorial Health System.<sup>1</sup>

## **B. Jurisdiction**

OCR initiated the complaint investigation pursuant to its jurisdictional authority under *Section 504 of the Rehabilitation Act of 1973*, 29 United States Code (U.S.C.) § 794 *et seq.*, and its implementing regulation, 45 Code of Federal Regulations (C.F.R.) Part 84 (Section 504); and *Title II of the Americans with Disabilities Act of 1990*, 42 U.S.C. § 12131 *et seq.*, and its implementing regulation, 28 C.F.R. Part 35 (the ADA). Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance (FFA). MHS receives FFA through its participation in the Medicare and Medicaid programs and is subject to Section 504. As an enterprise of the City of Colorado Springs, Colorado, MHS is also subject to the ADA. The ADA prohibits discrimination on the basis of disability in State and local government programs.

Because MHS receives Federal financial assistance from the USDHHS, it is also subject to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*, (Title VI) and its implementing regulation, 45 C.F.R. Part 80. Title VI prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance.

## **C. Purpose of the Agreement**

The purpose of this Agreement is to ensure MHS' compliance with Section 504, the ADA, and Title VI, and their implementing regulations. To resolve the issues without further burden or the expense of additional review or enforcement proceedings, MHS agrees to the terms stipulated in the Agreement and affirms its assurance of compliance with all provisions of Section 504, the ADA, and Title VI.

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<sup>1</sup> The MHS Network is comprised of various Colorado Springs hospitals (Memorial Hospital Central, Memorial Hospital North, and Memorial Hospital for Children); several Colorado Springs general and specialty centers (including Medical Office Building One, Briargate Medical Campus, Dublin Radiology, HealthLink, Memorial Medical Building, Printers Park Medical Plaza, and Westside Services); two Urgent Care centers (Briargate Medical Campus and Circle Square), and the Memorial Administrative Center.

The promises, obligations or other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between MHS and OCR.

The actions described in this Agreement fully address the issues described in the complaint investigation, OCR Transaction Number: 08-79513. MHS' completion of these actions will ensure that MHS is in compliance with Section 504, the ADA, and Title VI, as they pertain to the issues specifically addressed during this investigation. It is understood and agreed by OCR that MHS' agreement to take the steps outlined herein was reached prior to issuance of findings by OCR. This Agreement shall not be deemed or construed to be an admission or evidence of any violation of any law or regulation or of any liability or wrongdoing on the part of MHS or its staff.

For purposes of this Agreement, Title VI shall refer to the statute and those provisions of the Title VI implementing regulation that relate to the provision of language assistance to avoid discrimination on the basis of national origin, against persons who are LEP.

## **II. Definitions**

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

**A. Appropriate Auxiliary Aids and Services** include a wide variety of equipment, materials, and services that may be used to provide effective communication for people with visual, hearing, or speech disabilities:

1. For people with visual disabilities, auxiliary aids and services may include, but are not limited to: printed information provided on tape cassettes, on computer diskettes, in Braille and in large print, or read by qualified readers; verbal descriptions of action and visual information to enhance the accessibility of performances and presentations; and an assistant to guide a person who is blind or who has low vision to find his or her way along an unfamiliar route.
2. For people with hearing or speech disabilities, auxiliary aids and services may include, but are not limited to: qualified oral/sign language interpreters, written notes, pictographs, real-time transcription services, video text displays, amplified and hearing aid compatible telephones, assistive listening systems, open or closed captioning and caption decoders, and text telephones or Telecommunication Devices for the Deaf (TDDs).

**B. Bilingual/Multilingual Staff** means an MHS Staff Member who has demonstrated proficiency in English and at least one other language, and who can

interpret accurately, impartially, and effectively to and from such language(s) and English, using any specialized terminology necessary for effective communication and meeting the competency standards outlined in Part E of this section, but whose main job responsibilities are other than interpretation. An MHS Staff Member who only has a rudimentary familiarity with a language other than English shall not be considered “Bilingual/Multilingual Staff” under this Agreement.

**C. Companion** means an individual who is one of the following: (a) a person whom a Patient indicates should communicate with MHS Personnel/Staff Members about the Patient, participate in any treatment decision, play a role in communicating the Patient’s needs, condition, history, or symptoms to MHS Personnel/Staff Members or help the Patient act on the information, advice, or instructions provided by MHS Personnel; or (b) a person legally authorized to make health care decisions on behalf of the Patient; or (c) such other person with whom the MHS Personnel/Staff Member would ordinarily and regularly communicate the Patient’s medical condition.

**D. Contractor** means any entity that performs work or provides services on behalf of MHS under a contractual agreement of reimbursement arrangement, which includes reimbursements from monies allocated to MHS as FFA from the U.S. Department of Health and Human Services.

**E. Foreign Language Interpreter** means a person who has demonstrated proficiency in both spoken English and at least one other language; and who can interpret accurately, impartially, and effectively to and from such language(s) and English using any specialized terminology necessary for effective communication; and who understands interpreter ethics and client confidentiality needs. A person who has rudimentary familiarity with a language other than English shall not be considered a “foreign language interpreter” under this Agreement. To meet the definition of a foreign language interpreter under this Agreement, an individual must meet the following competency standards:

1. Communicate in both English and the LEP individual’s primary language accurately and effectively;
2. Interpret to and from English and the LEP individual’s primary language accurately and impartially;
3. Possess appropriate knowledge of specialized terms and concepts used frequently in the provision of MHS’ services and programs;
4. Understand and follow the obligation to maintain confidentiality; and
5. Understand the roles of interpreters and ethics associated with being an interpreter.

Competency does not require formal certification.

- F. Frequently-Encountered Language** means any language spoken by a significant number or percentage of the population eligible to be served or likely to be directly affected by MHS' programs or services.
- G. Language Assistance** means all oral and written language services needed to assist LEP individuals to communicate effectively with MHS staff, sub-recipients, contractors, and vendors to provide LEP individuals with meaningful access to, and an equal opportunity to participate fully in the services, activities programs or other benefits administered by MHS.
- H. Limited-English Proficient Individual** means an individual who does not speak English as his or her primary language and who has a limited ability to read, write, speak, or understand English in a manner that permits him or her to communicate effectively with MHS and have meaningful access to and participate fully in the services, activities, programs or other benefits administered by MHS.
- I. MHS Personnel/Staff Member** means all MHS employees and physicians with staff privileges, as well as independent contractors and sub-recipients who work for MHS, including, without limitation, nurses, physicians, social workers, technicians, admitting personnel, security staff, counselors, and therapists, and all volunteers, who have or are likely to have direct contact with Patients and/or Companions as defined herein.
- J. Patient** is broadly construed to mean any individual who is seeking or receiving health care services from MHS, including such services as the opportunity to donate blood, attend health education classes related to the receipt of medical care, or to discuss billing issues.
- K. Primary Language** means the language that an LEP individual identifies as the language that he or she uses to communicate effectively, and is the language which the individual prefers to use to communicate with MHS.
- L. Qualified Interpreter** means an individual who is able to interpret competently, accurately, and impartially, both receptively and expressively, using any specialized vocabulary necessary for effective communication in a health care setting to a Patient and/or Companion who is deaf or hard of hearing.

An interpreter must be able to sign to the individual who is deaf what is being said by the hearing person, and to voice to the hearing person what is being signed by the individual who is deaf. Because a qualified interpreter must be able to interpret impartially, a family member or friend of the individual 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 to interpret orally. Someone who has only a rudimentary familiarity with sign language or finger spelling is not a “qualified interpreter.” Also, someone who is fluent in sign language but who does not possess the ability to process spoken communication into the proper signs or to observe someone signing and translate his or her signed or finger-spelled communication into spoken words is not a qualified interpreter. A “qualified interpreter” may include a “relay interpreter” who has specific skill and training in acting as an intermediary between a Patient and/or Companion and a sign language interpreter in instances when the interpreter cannot otherwise independently understand the Patient’s and/or Companion’s primary mode of communication.

Types of Qualified Interpreters:

1. Qualified interpreters on the MHS staff;
2. Qualified interpreters who are independent contractors or employees of agencies, non-profit organizations, or community organizations;
3. Qualified interpreters who work through volunteer programs; and
4. Qualified interpreters who provide services remotely through a video remote interpreting services provider (services that use video conference technology over dedicated lines or wireless technology offering high-speed, wide-bandwidth video connection that delivers high-quality video images) (VRI), provided that such VRI interpreter is able to interpret competently, accurately, impartially and effectively, both receptively and expressively, using any specialized terminology necessary for effective communication in a hospital with a deaf or hard-of hearing Patient and/or Companion.

**M. Qualified Note-Taker** means 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 and/or Companion who has a hearing or speech disability, given that individual’s language skills and history.

**N. Qualified Reader** means a person who is able to read effectively, accurately, and impartially using any necessary specialized vocabulary.

**O. Section 504/ADA Coordinator** means the individual designated to coordinate MHS’ efforts to comply with and carry out its Section 504 and ADA responsibilities.

**P. Section 504/ADA Grievance Procedure** means MHS’ 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 complaints.

- Q. Staff Interpreter** means an MHS Staff Member whose job is to provide interpretation.
- R. Translation** means the replacement of written text from one language into an equivalent written text in another language.
- S. Vital Documents** includes, but is not limited to: applications; consent forms; complaint forms; letters or notices pertaining to eligibility for benefits; letters or notices pertaining to the reduction, denial, or termination of services or benefits that require a response from the LEP person; written tests that evaluate competency for a particular license, job, or skill for which knowing English is not required; documents that must be provided by law; and notices regarding the availability of free language assistance services for LEP individuals and MHS' *Vital Information for Patients*.

### **III. General Provisions**

- A. Facilities Covered by the Agreement.** This Agreement covers MHS, including general and specialty centers, and urgent care clinics, which are part of the MHS Network, as defined in footnote 1 of the Agreement.
- B. Suspension of Administrative Actions.** Subject to the continued performance by MHS of the stated obligations and required actions contained in this Agreement and in conformity with Section III-E, *Failure to Comply with the Agreement*, OCR shall suspend administrative actions on OCR Transaction Number 08-79513.
- C. MHS' Continuing Obligation.** Nothing in this Agreement is intended to relieve MHS of its obligation to comply with the provisions of Section 504, the ADA, Title VI, or any other applicable nondiscrimination statutes and their implementing regulations.
- D. Effective Date and Term of the Agreement.** This Agreement shall become effective on the date it is signed by all parties (the "Effective Date") and will remain in effect for twelve (12) months after the Effective Date (the "Term"), at which point if OCR determines that MHS has complied with the Agreement, OCR's review and monitoring of the Agreement shall terminate. Notwithstanding the Term of the Agreement, MHS acknowledges that it will comply with Section 504, the ADA, Title VI, and other applicable Federal nondiscrimination statutes and their implementing regulations, for as long as it continues to receive Federal financial assistance as regards Section 504 and Title VI and relative to the ADA, retains its enterprise status.

- E. Failure to Comply with the Agreement.** If OCR determines that MHS has failed to comply with any provision of this Agreement, the parties will confer and attempt to reach agreement as to what steps may be necessary to resolve the compliance issues to both parties' satisfaction. If an agreement is not reached, OCR may terminate the Agreement with thirty (30) calendar days notice and take appropriate measures to effectuate MHS' compliance with Section 504, the ADA, and Title VI. Such measures may include OCR reopening its investigation of MHS' compliance with Section 504, the ADA, and Title VI. OCR may incorporate into its reopened investigation any relevant evidence of noncompliance with the Agreement and any relevant evidence obtained by OCR prior to the signing of the Agreement. OCR also may exercise all rights available under Section 504, the ADA, and Title VI, including but not limited to issuing noncompliance findings and initiating necessary enforcement proceedings.
- F. Effect on Other Compliance Matters.** Nothing in this Agreement will be construed to limit or restrict OCR's statutory and regulatory authority to conduct future complaint investigations and compliance reviews related to MHS and the subject matter of the Agreement. The Agreement does not address or resolve issues involved in any other complaint investigation, compliance review, or administrative action under Federal laws by other Federal Agencies, including any action or investigation under Section 504, the ADA, or Title VI.
- G. Prohibition against Retaliation and Intimidation.** MHS 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 MHS' Compliance with the Agreement.** OCR may review MHS' compliance with this Agreement at any time while the Agreement is in effect. As part of such review, OCR may require written reports, access to witnesses, copies of documents, and/or inspection of MHS' facilities. Throughout the duration of the Agreement, MHS agrees to retain the records required by OCR to assess its compliance. OCR will maintain the confidentiality of all documents, files and records received from MHS and will not disclose their contents except where necessary in formal enforcement proceedings or where otherwise required by law.
- I. 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 provisions of the Agreement.
- J. Entire Agreement.** This Agreement constitutes the entire understanding between MHS and OCR in resolution of OCR Transaction Number 08-79513. Any statement, promise or agreement not contained herein shall not be enforceable through the Agreement.

- K. Modification of Agreement.** This Agreement may be modified by mutual agreement of the parties in writing.
- L. Effect of MHS Program Changes.** MHS reserves the right to change or modify its programs, so long as MHS ensures compliance with Section 504, the ADA, Title VI, and other applicable Federal statutes and the provisions of this Agreement. Significant program changes that may affect MHS' compliance with the Agreement or any applicable statutes and regulations within OCR's jurisdiction must be promptly reported to OCR.
- M. Authority of Signer.** The individual who signs this Agreement on behalf of MHS represents that he or she is authorized to bind MHS to the Agreement.
- N. Publication or Release of Agreement.** OCR places no restrictions on the publication of this Agreement or its terms. In addition, OCR may be required to release the Agreement and all related materials to any person upon request, consistent with the requirements of the Freedom of Information Act, 5 U.S.C. § 522, and its implementing regulation, 45 C.F.R. Part 5.
- O. Severability.** In the event that a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such provision shall be severed from the Agreement and all other provisions shall remain valid and enforceable; provided, however, that if the severance of any such provision materially alters the rights or obligations of the Parties, they shall, through reasonable, good faith negotiations, agree upon such other amendments hereto as may be necessary to restore the Parties as closely as possible to the relative rights and obligations initially intended to them hereunder.
- P. Third Party Rights.** This Agreement can be enforced only by the parties specified in this Agreement, their legal representatives and assigns. The Agreement shall be unenforceable by third parties and shall not be construed to create third party beneficiary rights.
- Q. Successor in Interest.** This Agreement is binding on the Parties, and their successors in interest, and MHS shall have a duty to so notify all such successors in interest of the existence and terms of this Agreement.
- R. Technical Assistance.** OCR will provide MHS appropriate technical assistance regarding compliance with this Agreement, as requested and as reasonably necessary.
- S. Miscellaneous.** When OCR verifies that MHS has completed all actions contained in this Agreement, OCR shall consider all matters related to OCR's investigation resolved and so notify MHS in writing.

#### **IV. General Obligations**

##### **A. Nondiscrimination**

MHS shall provide individuals with disabilities with the full and equal enjoyment of the services, privileges, facilities, advantages, and accommodations of MHS, as required by Section 504 and the ADA.

MHS shall not discriminate against individuals based on their race, color, or national origin, including their limited ability to read, speak, write, or understand English in a manner that permits the individual to communicate effectively with MHS and have meaningful access to and participate fully in the programs and services administered by MHS, as required by Title VI and the implementing regulation.

##### **B. Nondiscrimination by Association**

MHS shall not deny equal services, accommodations, or other opportunities to any individual because of the known relationship of the individual with a person with a disability.

##### **C. Agreement Coordinator**

Within fifteen (15) calendar days after the Effective Date of this Agreement, MHS shall designate an individual to be responsible for coordination of its efforts to comply with this Agreement and notify OCR of its designation. The identified individual shall have responsibility for directing compliance with implementation of the auxiliary aids and services and language assistance provisions of this Agreement, including but not limited to:

1. Consulting with the MHS Section 504/ADA Coordinator and the MHS Language Assistance Coordinator on the development and implementation of staff training pursuant to Section VIII of this Agreement;
2. Collecting MHS internal data pursuant to Sections IX and X of this Agreement; and
3. Performing other duties as identified in MHS policies and procedures implemented pursuant to Sections IV and VI of this Agreement.

##### **D. Section 504/ADA Coordinator**

Within fifteen (15) calendar days after the Effective Date of this Agreement, MHS shall complete the designation of an individual to be responsible for coordination of its efforts to comply with Section 504 and the ADA and notify OCR of its designation. The Section 504/ADA Coordinator (and/or his/her

designee(s)) shall be available to answer questions and provide appropriate assistance to MHS Personnel/Staff Members and the public regarding immediate access to, and proper use of, the appropriate auxiliary aids and services required by this Agreement. The Section 504/ADA Coordinator shall oversee and ensure the quality of the auxiliary aids and services, including the services provided by the readers, interpreters, and note-takers that MHS uses.

The 504/ADA Coordinator is responsible for consulting with the Agreement Coordinator identified in Section IV.C to coordinate the parts of this Agreement that relate to auxiliary aids and services.

#### **E. Language Assistance Coordinator**

Within fifteen (15) calendar days after the Effective Date of this Agreement, MHS shall complete the designation of a senior staff person to serve as its Language Assistance Coordinator and notify OCR of its designation. The Language Assistance Coordinator is responsible for consulting with the Agreement Coordinator identified in Section IV.C to coordinate the parts of this agreement that relate to language assistance services.

#### **F. Section 504/ADA Grievance Procedure**

Within sixty (60) calendar days after the Effective Date of this Agreement, MHS shall complete the development of and submit to OCR a Section 504/ADA Grievance Procedure (see Attachment A for a model) for addressing complaints of disability discrimination, including complaints regarding the failure to provide appropriate auxiliary aids and services.

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

Within thirty (30) calendar days of approval by OCR, MHS' Patient Representatives shall begin assisting interested persons in filing Section 504/ADA grievances and shall forward completed grievances to the Section 504/ADA Coordinator for appropriate action.

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

1. Within thirty (30) calendar days after approval by OCR, MHS shall post copies of the Section 504/ADA Grievance Procedure in visible locations in its facilities, on the MHS website, and on the MHS MNet;

2. MHS shall publish the Section 504/ADA Grievance Procedure in its *Vital Information for Patients* booklets or in similar publications within sixty (60) calendar days of OCR's approval of the Grievance Procedure; and
3. MHS shall offer additional assistance, including prominently displayed signage translated into frequently encountered languages, when limited English proficiency may be a barrier to a Patient's and/or Companion's understanding of the Section 504/ADA Grievance Procedure.
4. MHS' Section 504/ADA Coordinator (and his/her designee(s)) shall be responsible for maintaining and providing copies of the Section 504/ADA Grievance Procedure to interested persons, including in alternate formats such as Braille, and large print, and translated into frequently encountered foreign languages.

#### **G. Language Assistance Services Complaint Procedures**

Within sixty (60) calendar days after the Effective Date of this Agreement, MHS will develop and implement uniform procedures for receiving and responding to complaints and concerns from LEP individuals who need language assistance services. These complaints will be forwarded to the MHS Language Assistance Coordinator for review and response to questions and complaints regarding language assistance services.

OCR shall review the Language Assistance Services Complaint Procedure within fifteen (15) calendar days of receipt. The Complaint Procedure shall not be implemented by MHS without the approval of OCR.

Within thirty (30) calendar days of approval by OCR, MHS' Patient Representatives shall begin assisting interested persons in filing language assistance complaints and shall forward completed complaints to the Language Assistance Coordinator for appropriate action.

#### **H. Notice of Nondiscrimination**

Within sixty (60) calendar days after the Effective Date of this Agreement, MHS shall revise and submit to OCR its Notice of Nondiscrimination (see Attachment B for a model), which states that MHS does not discriminate on any ground prohibited by Federal law, including disability, race, color, national origin, and age; provides the process for filing and resolving grievances about disability discrimination and complaints about language assistance services; and provides the title, telephone number, functions and office location of the MHS Section 504/ADA Coordinator and Language Assistance Coordinator.

OCR shall review MHS' proposed Notice of Nondiscrimination within fifteen (15) calendar days of its receipt. The Notice of Nondiscrimination shall not be implemented by MHS without the approval of OCR.

Within sixty (60) calendar days of approval by OCR, MHS shall take steps to notify Patients, Companions, and MHS Personnel/Staff Member of the information contained in the Notice of Nondiscrimination. This information shall be communicated by:

1. Posting signs in visible locations in MHS facilities and on the MHS website and MNet;
2. Including this information in MHS *Vital Information for Patients* booklets or in similar publications; and
3. Offering additional assistance, including prominently displayed signage translated into frequently encountered languages where limited English proficiency may be a barrier to the Patient's and/or Companion's understanding of the notice.

#### **I. Nondiscrimination Statement**

Within sixty (60) calendar days after the Effective Date of this Agreement, MHS shall develop and submit to OCR a Nondiscrimination Statement (see Attachment C for a model), for inclusion in all major publications and brochures not containing the Notice of Nondiscrimination discussed in Section IV.H of this agreement.

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

Within sixty (60) calendar days of approval by OCR, MHS shall publish the Nondiscrimination Statement in its major publications and brochures not containing the Notice of Nondiscrimination discussed in Section IV.H of this agreement.

#### **J. Notice of Availability of Auxiliary Aids and Services and Language Assistance Services**

1. Within thirty (30) calendar days after the Effective Date of this Agreement, MHS shall provide meaningful notice to LEP individuals and community agencies serving LEP individuals in MHS' service area of the right to free language assistance and the process for filing and resolving complaints about such services with MHS. Such methods shall include:

- a. Posters and signs translated into frequently-encountered languages prominently displayed in each MHS hospital, general and specialty center, and urgent care center, in waiting rooms, reception areas, and other initial points of entry;
  - b. Brochures or flyers translated into frequently-encountered languages providing notice to community agencies and organizations;
  - c. Statements included on informational material disseminated to patients and the public, including statements on the MHS website.
2. Within thirty (30) calendar days of the Effective Date of this Agreement, MHS shall provide meaningful notice to individuals with disabilities and community agencies serving individuals with disabilities in MHS' service area of the right to auxiliary aids and services and the process for filing and resolving complaints about such services with MHS. Such methods shall include:
- a. Posters and signs prominently displayed and available in each MHS hospital, general and specialty clinic, and urgent care center, in waiting rooms, reception areas, and other initial points of entry;
  - b. Brochures or flyers providing notice to community agencies and organizations;
  - c. Statements included on application forms and informational material disseminated to patients and the public, including statements on the MHS website.

**V. Provision of Appropriate Auxiliary Aids and Services/Language Assistance Services**

**A. Recognition**

MHS recognizes that Patients and/or their Companions who have hearing, vision, or speech disabilities may need appropriate auxiliary aids and services, to access and fully participate in health care services provided by MHS. MHS is committed to providing appropriate auxiliary aids and services in a timely manner to such Patients and/or Companions to ensure effective communication and an equal opportunity to participate fully in the benefits, activities and programs administered by MHS. This includes ensuring effective communication between MHS Personnel/Staff Member and Patients and/or Companions who have hearing, vision, or speech disabilities and MHS Personnel/Staff Members. MHS also recognizes that LEP Patients and Companions need language assistance services to access and fully participate in benefits, activities and programs administered by MHS. Pursuant to this Agreement, Title VI and MHS policy, MHS is committed to providing competent language assistance at no cost and in a timely manner to LEP individuals to ensure meaningful access to and an equal opportunity to participate fully in the programs and services provided by MHS. This includes ensuring effective communication between LEP individuals and MHS Personnel/Staff Members.

## **B. Needs Assessments**

1. **Determining the Language Needs of LEP Individuals in the Population Served by MHS.** Within sixty (60) days of the Effective Date of this Agreement, and annually thereafter, MHS shall assess the language needs of LEP individuals who are eligible for programs and services and are likely to be directly affected by its programs and services to ensure that timely, competent language assistance services are provided as described in this Agreement.

Such assessment shall identify the following:

- a. The non-English languages likely to be encountered in the provision of MHS programs and services.
  - b. An estimate of the number of LEP individuals likely to be directly affected by MHS' programs and services, and their languages, by reviewing various sources of information, including but not limited to:
    - i. Census data;
    - ii. Utilization data from foreign language interpreter logs and bilingual staff logs of interpreter services and telephonic interpreter records
    - iii. School system data;
    - iv. Data from state and local governments;
    - v. Data from community agencies and organizations; and
    - vi. Information from refugee/immigrant serving agencies.
  - c. The points of contact within MHS' services where language assistance is likely to be needed.
  - d. The locations and availability of language assistance resources, and arrangements that must be made to access these resources in a timely manner. This shall include the number of bilingual/multilingual staff, staff interpreters, contracted interpreters, and community volunteer interpreters at each MHS facility. This shall also include an assessment of telephonic interpreting services required at each MHS facility and the resources needed to translate documents as required herein.
  - e. Existing vital documents and a process for determining which later-created documents are vital documents.
2. **Determining Communication Needs of Each Individual with a Disability and the Language Needs of Each LEP Individual.** MHS

currently has a process for identifying the communication needs of Patients or Companions. To ensure that MHS policies are compliant with applicable federal law, MHS shall modify its existing process within sixty (60) calendar days after the Effective Date of this Agreement to ensure that when a Patient and/or Companion arrives at an MHS facility seeking medical services (as part of a scheduled appointment or otherwise), or otherwise contacts MHS for services, a trained MHS Staff Member shall perform an initial communication assessment to determine whether the Patient or Companion requires auxiliary aids or services or language assistance services in order to ensure effective communication. The process shall require that the assessment be completed in advance if the individual has a scheduled appointment.

If the initial assessment reveals that the Patient and/or Companion requires additional services to ensure effective communication, a trained MHS staff member will conduct a more thorough, secondary assessment to determine the appropriate auxiliary aid or service or language assistance services in order to ensure effective communication. The assessment will consider the timing, duration, and frequency for which appropriate auxiliary aids and services or language assistance service will be provided.

The process for ensuring an appropriate secondary assessment will incorporate the following:

- a. **Determining Language Assistance Needs for Each LEP Individual**
  - i. **In-person Communication with LEP individuals.** Upon an MHS Staff Member's initial encounter with an LEP individual and/or Companion for whom the Staff Member cannot personally provide language assistance, the Staff Member will determine the individual's primary language. The method of determining the individual's primary language utilizing one of the following:
    1. Multi-language identification cards or "I speak" cards;
    2. Poster-size language list; or
    3. If the LEP person does not read or recognize any of the languages included in one of the methods described above, MHS shall immediately use a telephone interpreting service to identify the individual's primary language.

Upon identification of the LEP person's primary language, the Staff Member will provide language assistance services as needed. If necessary, the Staff Member will refer the individual to a pre-printed statement in the individual's primary language that reads, "Please wait while I obtain an interpreter." Under no circumstances shall a staff member deny a request for an interpreter based solely on whether an LEP individual can answer short questions by nodding or through the use of questions to which the answers are simply "yes" or "no."

ii. **Telephone Communication with LEP individuals.**

When a Staff Member places or receives a telephone call and can determine the language spoken by the person on the line, the Staff Member will ensure that language assistance will be provided pursuant to this Agreement. If the Staff Member cannot determine the language spoken by the person on the line, a telephone interpreter service provider will be immediately contacted to make an assessment of the language spoken by the other party and to assist the other party as necessary.

b. **Determining Auxiliary Aids and Services Needs of Each**

**Individual with a Disability.** MHS shall continue consulting with Patients and/or their Companions who have hearing, vision, or speech disabilities to determine which appropriate auxiliary aids and services are needed to ensure effective communication. The assessment made by MHS Personnel/Staff Members shall take into account all relevant facts and circumstances, including without limitation the following:

- i. the nature, length, and importance of the communication at issue;
- ii. the Patient's and/or Companion's disability and communication skills and knowledge;
- iii. the Patient's health status or changes thereto;
- iv. the Patient's and/or Companion's request for or statement of the need for an auxiliary aid or service; and
- v. the reasonably foreseeable health care activities of the Patient (e.g., group therapy sessions, medical tests or procedures, rehabilitation services, meetings with health care professionals or social workers, or discussions concerning billing, insurance, self-care, prognoses,

diagnoses, history, and discharge).

In the event that communication is not effective, MHS Personnel/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.”

3. **Documentation.** The fact of the assessment, the need for and provision of any auxiliary aids or services or language assistance services, and the primary language of each LEP individual shall be documented in a conspicuous location in the Patient’s record to alert staff that auxiliary aids and services and/or language assistance services must be provided.

In addition to documenting necessary auxiliary aids and services and language assistance service needs in the Patient record, MHS may continue its practice of posting signs above Patient beds to alert MHS staff to communication needs as long as MHS Personnel/Staff Members provide an explanation to the Patient (in the Patient’s primary language or preferred method of communicating) that the sign is to provide additional notification of need for auxiliary aids or services and/or language assistance services to staff in order to provide the Patient better services. The Patient must be given the opportunity to express any concerns about the sign’s placement above his or her bed. The Patient’s decision to have the sign placed above the bed should be voluntary and the Patient’s decision to not have the sign placed above his or her bed should not impact MHS’ responsibility to provide auxiliary aids and services and/or language assistance services to the Patient.

4. **Coordination among MHS Departments.** A system or process shall be developed by which information concerning the auxiliary aids and services or language assistance needs of Patients and Companions is communicated among MHS departments and program areas.
5. **Continuation of Provision of Appropriate Auxiliary Aids and Services and/or Language Assistance Services.** After conducting an initial assessment at an MHS facility, that facility shall continue to provide appropriate auxiliary aids and services and/or language assistance services to Patients and/or Companions who have hearing, vision, or speech disabilities, or who are LEP, during the entire period of the Patient’s hospitalization/treatment and subsequent visits, without requiring subsequent requests for the appropriate auxiliary aids and services and/or language assistance services by the Patient and/or Companions. MHS Personnel/Staff Members shall keep records that reflect the ongoing provision of appropriate auxiliary aids and services and/or language assistance services to Patients

and/or Companions. MHS shall also develop a system or process to ensure that the auxiliary aids and services and/or language assistance services of Patients and/or Companions are communicated among MHS facilities and programs.

6. **Determination Not to Provide Requested Auxiliary Aids or Services.** If, after conducting the assessment of an individual with a disability as described in Section V.B.2.a of this Agreement, an MHS facility decides not to provide a particular auxiliary aid or service requested by a Patient and/or Companion who has a hearing, vision, or speech disability, MHS Personnel/Staff Members at the facility 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 MHS Personnel/Staff Member who made the determination, and the alternative auxiliary aid or service, if any, that MHS has decided to provide. Upon request, a copy of this documentation shall be provided to the Patient and/or Companion who has a hearing vision, or speech disability, and retained in the Patient's medical record.

**C. General Circumstances When an Interpreter Will Be Provided.**

MHS shall provide qualified interpreters or competent foreign language interpreters, to Patients and/or Companions who are deaf or hard of hearing or who are LEP, respectively, for these general situations:

1. Obtaining the Patient's medical history or information about the Patient's ailments or condition;
2. Explaining and describing in-patient, out-patient, pre-operative, post-operative and other medical procedures or treatment;
3. Discussing diagnosis, test results, prognosis, and treatment options;
4. Obtaining informed consent or permission for procedures or treatment;
5. Communicating during treatment and testing;
6. Discussing discharge or post-operative planning or instructions;
7. Explaining the reason for, how to take, and possible side effects of medication;
8. Discussing complex financial or insurance matters;
9. Provision of a Patient's rights, informed consent, or permission for treatment, therapy, or other services;
10. Explanation of living wills or powers of attorney (or their availability);
11. Blood donations or aphaeresis (removal of blood components);

12. Provision of mental health evaluations, group and individual therapy, counseling, and other therapeutic activities, including, but not limited to, grief counseling and crisis intervention;
13. Educational presentations, such as classes concerning birthing, nutrition, CPR, wellness care, and weight management; and
14. Any other circumstances in which an interpreter or foreign language interpreter is necessary to ensure a Patient's and/or Companion's privacy, confidentiality, or other rights provided by Federal, state, or local law.

The foregoing list of circumstances is not exhaustive and does not imply that there are not other circumstances when it may be appropriate to provide auxiliary aids and services and/or language assistance services for effective communication.

Nothing in this Agreement shall require that an electronic device or equipment that constitutes an appropriate auxiliary aid or service and/or language access service be used when or where its use may interfere with medical or monitoring equipment or may otherwise constitute a threat to any Patient's medical condition.

**D. Timely Provision of Appropriate Auxiliary Aids and Services and Language Assistance Services.**

MHS shall ensure that each individual with a disability and/or LEP individual receives timely auxiliary aids and services and/or language assistance services necessary to ensure equal and meaningful access to MHS programs and services, pursuant to this Agreement and Section 504, the ADA, and Title VI.

1. **Scheduled Appointments:** MHS shall make an appropriate auxiliary aid or service and/or language assistance service available at the time of the appointment, if necessary for effective communication.
2. **Non-scheduled Encounters:** MHS shall make an appropriate auxiliary aid or service and/or language assistance service available when requested. MHS shall make reasonable efforts to provide the requested auxiliary aid or service as soon as practicable, but no later than two hours from the time the request is made.
3. **Interim Services:** MHS agrees that, between the time an auxiliary aid or service and/or language assistance service is requested and the time it is made available, MHS Personnel/Staff Members will continue to try to communicate with the Patient and/or Companion who has a disability or who is LEP for such purposes and to the same extent as they would have communicated with the person but for the disability or LEP.

4. **Telephone Communication.** MHS shall implement uniform procedures for timely and effective telephone communication between MHS Personnel/Staff Members and persons with disabilities and/or LEP persons.

**E. Procedures for Obtaining Qualified Interpreters and Foreign Language Interpreters in a Timely Manner.** When a qualified interpreter or a foreign language interpreter is necessary for effective communication, MHS shall take the following steps to obtain a qualified interpreter or foreign language interpreter. Steps should be taken in the order in which they are listed.

1. Request a qualified interpreter or foreign language interpreter from a list of such interpreters maintained by MHS, including staff interpreters and bilingual/multilingual staff, or from an agency with whom MHS has an ongoing contract for qualified interpreter and foreign language interpreter services;
2. Exert reasonable efforts to contact qualified interpreting agencies or foreign language interpreting agencies known to MHS or interpreters who provide services on a freelance basis; and
3. Inform the Patient and/or Companion who has a hearing or speech disability or who is LEP of the efforts taken to secure a qualified interpreter and/or foreign language interpreter and the efforts that have failed, and follow up on reasonable suggestions for alternate sources of qualified interpreters and/or foreign language interpreters, such as a qualified interpreter or foreign language interpreter known to that person.

**F. Restricted Use of Certain Persons to Facilitate Communication.**

MHS shall not require a Patient and/or Companion with a disability or who is LEP to bring another individual to interpret for him or her. The parties recognize that Patients or Companions with disabilities and/or limited English proficiency may seek to use family members or friends as interpreters. Regardless, MHS shall not rely on a minor child accompanying an individual with a disability and/or an LEP individual to interpret or facilitate communication except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available. MHS may rely on an adult accompanying a Patient and/or Companion with a disability and/or limited English proficiency if:

1. The Patient and/or Companion specifically requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances;

2. The Patient and/or Companion has been made aware of the availability of qualified interpreters and foreign language interpreters free of charge;
3. The availability of qualified interpreters and foreign language interpreters has been effectively communicated to the Patient and/or Companion using the necessary auxiliary aids or services or language assistance services; and
4. The Patient and/or Companion provides written confirmation that he or she was made aware of the availability of qualified interpreters and foreign language interpreters free of charge and agrees to the use of such person to interpret.

If use of the family member or friend is not necessary or appropriate under the circumstances, or if the family member or friend is unable to provide competent interpretation under the given circumstances, MHS shall provide interpreter services in place of, or if appropriate, in addition to the person selected by the person with a disability or LEP person. MHS shall inform an LEP individual or individual who is deaf or hard of hearing who has declined the offer for MHS to provide an interpreter free of charge that he or she may reconsider and request an interpreter at any time.

**G. Video Remote Interpreting (VRI).**

1. MHS shall ensure that the VRI technology meets 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 and/or Companion's head, hands, and fingers, regardless of the body position of the Patient and/or Companion;
  - c. Clear and easily understood transmission of voices; and
  - d. Efficient set-up and operation by trained and competent MHS staff members and contractors.
2. In its policy regarding effective communication with patients and/or companions who have hearing, vision, or speech disabilities, referenced in Section VI.A of this agreement, MHS shall include detailed information on how it uses VRI for immediate Sign Language interpretation needs when it is unable to obtain an in-person Sign Language interpreter. MHS shall make this revision in accordance with the timeline, approval, and training

requirements outlined in Sections VI.A, VI.E, VIII.A and VIII.B of this agreement.

#### **H. Telephone Communications for Individuals with Disabilities.**

MHS shall take the following steps to ensure that Patients and/or Companions that are deaf or hard of hearing or that have speech disabilities can communicate effectively by telephone while in MHS facilities:

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

Wherever portable TTY/TDDs are made available, MHS shall provide shelves and electrical outlets compliant with ADA accessibility standards.

Wherever public telephones are available but TTY/TDDs are not permanently installed, MHS shall post signs indicating the location of the nearest portable or installed TTY/TDD.

Wherever TTY/TDDs are permanently installed, MHS shall post signs indentifying them and indicating their location.

2. **Patient Rooms.** MHS shall make TTY/TDD devices, Video Relay Service/Captel equipped laptops, and amplified handsets (portable communication devices) available to Patients and/or Companions who are deaf or hard of hearing or who have speech disabilities upon arrival in a Patient room.
3. **Storage and Accessibility of Equipment:** Portable communication devices shall be stored in places that are readily accessible at all times of the day or night to all MHS Staff Members that have Patient contact. Portable communication devices shall be made available to Patients and/or Companions who have hearing or speech disabilities. MHS shall make reasonable efforts to provide portable communication devices to a Patient and/or Companion within twenty (20) minutes from the time it is requested.

All MHS staff shall be notified in writing of the storage location of portable communication devices that are closest to their work area(s).

#### **I. Translation of Written Documents.**

1. Within six (6) months after the Effective Date of this Agreement, MHS shall review existing vital documents and shall complete the process for determining which later-created documents are "vital" to the meaningful access of the LEP populations served.
2. Within one (1) year after the Effective Date of this Agreement, MHS shall translate existing vital documents into any language spoken by five (5%) percent of the total population eligible to be served or likely to be directly affected or encountered by MHS' programs, or one thousand (1000) persons in that population, whichever is less; later-created vital documents shall be translated into the same languages within a reasonable time of being created, but not to exceed six (6) months of being created.
  - a. If there are fewer than fifty (50) persons in a language group that reaches the five (5%) percent trigger, MHS may, in lieu of translating the vital documents, elect to provide written notice in the primary language of the LEP language group of the right to receive competent oral translation of the vital documents, free of cost to the LEP individual.
  - b. MHS shall develop a process for ensuring that correspondence and other documents submitted by an LEP individual in the LEP individual's primary language are translated without undue delay.

**J. Language Assistance Standards.** MHS shall ensure that MHS staff interpreters and translators, bilingual/multilingual staff, interpreters from community organizations, and contractors providing language assistance services, including interpretation and translation, are capable of competently performing their duties. Competency of language assistance service providers may be established by a variety of means including self-attestation of the interpreter after having reviewed the interpreter competency standards listed above, at Section II.E. Whether self-attestation or another means is used to establish competency, MHS shall take reasonable steps to ensure that the individuals providing the interpretation and translation are capable of facilitating effective communication between LEP persons and MHS in accordance with Section VI.B of this Agreement.

**K. Auxiliary Aids and Services and Language Assistance Log.** For twelve (12) months following the Effective Date of this Agreement (unless such time period is extended by OCR providing written notice to MHS of such extension), MHS shall keep a log (which may be one log or the aggregate of multiple logs) of requests for auxiliary aids and services and language assistance services it receives (the "Auxiliary Aid and Language Assistance Log"). A copy of the Auxiliary Aids and Services and Language Assistance Log shall be attached to the Compliance Reports as described in Section X.B of this Agreement and shall include the following information:

1. the time and date of the request and type of auxiliary aid or service and/or language assistance requested by a Patient and/or Companion;
2. the name and title of the MHS Personnel/Staff Members who make the determination concerning the request for an auxiliary aid or service and/or language assistance;
3. the type of each auxiliary aid or service and/or language assistance service provided and the date and time it was provided; and, if applicable, a statement of why a requested auxiliary aid or service and/or language assistance service was not provided; and any alternative auxiliary aid or service or other assistance that MHS provided.

As part of the Auxiliary Aids and Services and Language Assistance Log, MHS shall also collect information regarding the response times, as described in Section V.D of this Agreement, for each request for a qualified interpreter and/or a foreign language interpreter. Such Auxiliary Aids and Services and Language Assistance Log shall be retained by MHS throughout the Term of this Agreement.

## **VI. Development and Implementation of Policies and Procedures**

### **A. Policy and Procedures for Ensuring Effective Communication with Patients and/or Companions Who Have Hearing, Vision, or Speech Disabilities.**

Within sixty (60) calendar days after the Effective Date of this Agreement, MHS shall complete the development of and submit to OCR a Policy and Procedures for Ensuring Effective Communication with Patients and/or Companions Who Have Hearing, Vision, or Speech Disabilities (Auxiliary Aid Policy and Procedures) (see Attachment D for a model), consistent with the requirements of this Agreement, Section 504 and the ADA. The Auxiliary Aid Policy and Procedures should list all available auxiliary aides and services, including the multiple sign language interpreter providers available for MHS Personnel/Staff Members to contact and shall specifically list contact information and procedures (including after hours contact information and procedures) for each sign language interpreter provider.

### **B. Policy and Procedures for Ensuring Meaningful Access for LEP Patients**

Within sixty (60) calendar days after the Effective Date of this Agreement, MHS shall complete the development of and submit to OCR a Policy and Procedures for Providing Meaningful Access for Persons with Limited English Proficiency (LEP Policy and Procedures) (see Attachment E for a model), consistent with the requirements of this Agreement and Title VI. The LEP Policy and Procedures

should list all available sources of language assistance services available for MHS Personnel/Staff Members to contact and shall specifically list contact information and procedures (including after hours contact information and procedures) for each foreign language interpreter provider.

**C. Application of Policies and Procedures to Companions.**

The Auxiliary Aids and Services and LEP Policy and Procedures shall also specifically state that MHS will provide auxiliary aids and services and language assistance services for Companions, regardless of whether it is the Patient that specifically requests such auxiliary aids and services and/or language assistance services.

**D. Process for Using Signs in Patient Rooms.**

The Auxiliary Aids and Services and LEP Policies and Procedures shall state the steps necessary to obtain voluntary agreement from Patients to use signs above patient beds in order to alert staff to communication needs, as outlined in Section V.B.3 of this agreement.

**E. Review and Approval.**

OCR shall review the Auxiliary Aids and Services and LEP Policies and Procedures within fifteen (15) calendar days of receipt. The Auxiliary Aids and Services and LEP Policies and Procedures shall not be implemented by MHS without the approval of OCR.

**F. Update Directory.**

Within sixty (60) calendar days after the Effective Date of this Agreement, MHS shall update its facility directory (M-Net) to include the contact information and procedures for all staff and contract qualified interpreters and foreign language interpreters/agencies, including after hours contact information and procedures, as consistent with all contracts for services between MHS and its qualified interpreter and foreign language interpreter providers.

**VII. Distribution of Updated Policies and Procedures**

Within thirty (30) calendar days after receiving OCR approval in accordance with Section VI.E of this Agreement, MHS shall distribute, by mail, email or other means, the revised policies and procedures on the provision of auxiliary aids and services and language access services, as well as the Patient Grievance/Complaint Procedure described in Section IV.F-G to all existing MHS Personnel/Staff. MHS shall also distribute the revised policies and procedures, by mail, email or other means, to all new MHS Personnel/Staff.

## **VIII. Training**

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

Within thirty (30) calendar days after receiving OCR approval of its Policies and Procedures in accordance with Section VI.E of this Agreement, MHS shall ensure that its Section 504/ADA Coordinator and his/her designee(s) receive training on their responsibilities under this Agreement and the requirements of Section 504 and the ADA, including but not limited to, Section 504 and the ADA's prohibitions on retaliation; requirements regarding the provision of appropriate auxiliary aids and services; and the proper handling of Section 504/ADA Grievances.

### **B. Training of the Language Assistance Coordinator**

Within thirty (30) calendar days after receiving OCR approval of its Policies and Procedures in accordance with Section VI.E of this Agreement, MHS shall ensure that its Language Assistance Coordinator and his/her designee(s) receive training on their responsibilities under this Agreement and the requirements of Title VI, including but not limited to, Title VI's prohibition on retaliation; requirements regarding the provision of language assistance services; and the proper handling of language assistance services complaints.

### **C. Training of MHS Personnel.**

Within ninety (90) calendar days after receiving OCR approval of its Auxiliary Aids and Services and LEP Policies and Procedures in accordance with Section VI.E of this Agreement, MHS shall develop additional mandatory staff training for all MHS Personnel/Staff Members and provide OCR with a copy of the training for approval. OCR shall review the staff training within fifteen (15) calendar days of receipt. MHS shall initiate the staff training within thirty (30) calendar days after receiving OCR's approval of the training. Thereafter, training on these policies and procedures shall be conducted annually and at orientation for new employees, or at least with ninety (90) calendar days of employment. Training may be conducted online and be self-paced provided that MHS implements a process to ensure that staff trained through online methods can proficiently utilize auxiliary aides and services and language assistance services when serving individuals with disabilities and LEP Patients and/or Companions.

1. The training program shall be of sufficient content and duration to cover the following:
  - a. The requirements of Section 504 and the ADA, including their requirements to ensure effective communication with Patients and/or Companions with disabilities and their prohibition against retaliation;

- b. The requirements of Title VI, including its requirements to take reasonable steps to provide meaningful access to LEP Patients and/or Companions and its prohibition against retaliation;
- c. The importance of effective communication with individuals with disabilities and LEP individuals;
- d. The policies and procedures outlined in this Agreement, including MHS' Section 504/ADA Grievance Procedure described in Section IV.D of this Agreement; and MHS' Auxiliary Aid and LEP Policies and Procedures described in Section VI.A and VI.B of this Agreement;
- e. The effective method of using an in-person and telephone interpreter;
- f. The requirement to provide appropriate auxiliary aids and services and/or language assistance services to Companions, who have a disability or who are LEP;
- g. Effective methods that MHS staff may use to promptly identify a Patient's and/or Companion's communication needs and preferences for services;
- h. Types of communication disabilities, including the various degrees of hearing, vision, and speech disabilities; sensitivity to the needs of persons with hearing, vision, or speech disabilities; myths and misconceptions about persons who have communication disabilities;
- i. The impact of ethnic and cultural differences on effective communication and the need for sensitivity to diversity issues;
- j. Types of appropriate auxiliary aids and services available at MHS;
- k. The proper use of qualified readers, interpreters for people who are deaf or hard of hearing, note-takers, and foreign language interpreters;
- l. Procedures for securing appropriate, effective auxiliary aids and services and/or language assistance services, including qualified readers, interpreters for people who are deaf or hard of hearing, note-takers, and foreign language interpreters in a timely manner when necessary for effective communication or meaningful access;
- m. Action to take when an MHS Staff Member's efforts to obtain auxiliary aids and services and/or language assistance services are unsuccessful, such as when a contract interpreter provider does not respond to a request or is unavailable to provide the requested service;

- n. Assessing individuals for communication needs and identifying appropriate responses to persons with disabilities;
  - o. Appropriate terminology to use when referring to individuals with disabilities;
  - p. Recommended and required charting procedures governing provision of appropriate auxiliary aids and services and language assistance services;
  - q. How to appropriately use signs above Patient beds that alert staff to communication needs;
2. MHS shall maintain a training registry that records the names and dates of MHS Staff Members who have been trained.
  3. This training shall replace the current “MHS Interpreter Service Staff Training,” which became effective in January 2011 and which all MHS employees are required to complete by December 31, 2011.

**D. Training of MHS Personnel/Staff Members with Telephone Contact.**

Within one-hundred twenty (120) calendar days after the Effective Date of this Agreement, all MHS Personnel/Staff Members whose duties include the handling of incoming and outgoing telephone calls from the public shall receive special training and instructions on using TTYs and the Colorado Relay or similar services to make telephone calls to (and receive telephone calls from) individuals who are deaf or hard of hearing or who have speech disabilities. Within the same timeframe, all MHS Personnel/Staff Members whose duties include the handling of incoming and outgoing telephone calls from the public shall receive special training and instructions on effective methods for using interpreters on such calls with LEP individuals, specifically including instruction on how to use the Pacific Language line when making or receiving telephone calls.

**IX. Monitoring**

To ensure effective provision of auxiliary aids and services and language assistance services, MHS shall develop and implement a program to monitor the provision of auxiliary aids and services to persons with disabilities and language assistance services to LEP individuals and compliance with this Agreement. As part of the monitoring program, MHS shall:

- A. Assess MHS Personnel/Staff Members’ knowledge about MHS’ auxiliary aids and services and language assistance policies and procedures;

- B. Request feedback from LEP individuals and individuals with disabilities and their advocates;
- C. Analyze the impact of all procedural and policy changes affecting LEP individuals and individuals with disabilities; and
- D. Develop and conduct a self-assessment program to determine whether language assistance services are provided to LEP persons and whether auxiliary aids and services are provided to individuals with disabilities when they visit MHS offices or contact an office by telephone. The self-assessment program may include unannounced site visits to a sampling of randomly selected facilities to be conducted every six (6) months, beginning within six (6) months of the Effective Date of this Agreement; and

**X. Reporting**

**A. Documentation of Initial Assessments and Requests for Auxiliary Aids or Services or Language Assistance.**

Initial and, if needed, secondary assessments, as specified in V. B.2 of this Agreement, will be documented in MHS' electronic registration system. Pursuant to the schedule provided below, MHS shall provide OCR with periodic reports from the electronic registration system ("Auxiliary Aids and Services and Language Assistance Reports"). The Auxiliary Aids and Services and Language Assistance Reports will identify the following information for each auxiliary aid or service and/or language access service request or assessment:

- a. date and time of the initial and secondary assessment or request made by a Patient and/or Companion regarding the need for an auxiliary aid or service and/or language access service and the type of auxiliary aid and/or service, and/or language assistance service, provided to the Patient and/or Companion;
- b. a code that identifies the Patient and/or Companion who requests or is determined to need an auxiliary aid or service and/or language assistance service;
- c. name and title of the MHS Personnel/Staff Members who receives the request or makes the determination concerning the request or need for an auxiliary aid or service and/or language assistance services;
- d. documentation of any decision to deny a request by a Patient and/or Companion and the basis for that decision.
- e. MHS shall submit Auxiliary Aid and Services and Language Assistance Reports to OCR within thirty (30) calendar days after each of the time

periods listed below. The Auxiliary Aids and Services and Language Assistance Report shall cover all auxiliary aids or services and/or language assistance services requested and/or provided during the specified time period, as follows:

- i. 61-90 calendar days after the Effective Date of the Agreement;
- ii. 91-150 calendar days after the Effective Date of the Agreement;
- iii. 151-210 calendar days after the Effective Date of the Agreement;  
and
- iv. 211-270 calendar days after the Effective Date of the Agreement.

**B. Compliance Reports.** MHS shall provide OCR with the following:

1. Within one hundred eighty (180) calendar days after the Effective Date of this Agreement, documentation and a letter certifying that the communication of information required by Sections IV F-J and Section VI, not previously reported, and Section VII of this Agreement has occurred. The letter shall specify the date(s) that such communication occurred, the method of communication, and the persons to whom the information was provided; and
2. Within two hundred seventy (270) calendar days after the Effective Date of this Agreement, documentation and a letter certifying that the training of MHS Personnel/Staff Members described in Section VIII 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 who participated in the training.
3. Within twelve (12) months after the Effective Date of this Agreement, MHS shall provide OCR with documentation and a letter certifying that MHS has completed all the actions required by the Agreement.

**C. Summary of Grievances.**

At six (6), eight (8) and ten (10) months after the Effective Date of this Agreement, MHS shall provide OCR with letters describing the number and type of Section 504/ADA grievances filed against MHS, the date filed and the status and/or outcome of each grievance, including the date of decision if such grievance has been decided. At the same intervals, MHS shall also provide OCR with letters describing the number and type of LEP-related grievances filed with MHS Patient representatives, or filed internally through MHS' "Safer Sam" system.

**D. Maintenance of Records.**

MHS 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.

s/

9/21/12

Mike Scialdone  
Interim Chief Executive Officer  
Memorial Health System

\_\_\_\_\_  
Date

s/

9/4/12

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM

s/

\_\_\_\_\_  
Anne H. Turner  
Senior Attorney  
City of Colorado Springs

Attachment A

**GRIEVANCE PROCEDURE UNDER SECTION 504 AND TITLE II OF THE AMERICANS WITH DISABILITIES ACT OF 1990**

In accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 (Title II of the ADA), Memorial Health System (MHS) does not discriminate on the basis of disability in admission or access to, or employment or treatment, under any MHS program or activity. MHS does not retaliate or discriminate against, or coerce, intimidate or threaten any individual who (1) opposes any act or practice made unlawful by Section 504 or Title II of the ADA; or (2) files a grievance and/or complaint, testifies, assists, or participates in any investigation, proceeding, or hearing under Section 504 or Title II of the ADA.

MHS has adopted an internal grievance procedure providing for the prompt and equitable resolution of grievances alleging any action prohibited by Section 504, Title II of the ADA, or the Federal regulations implementing these laws. The applicable Federal laws and regulations may be examined by contacting the office of [Name or Title and contact information for MHS's Section 504/ADA Coordinator], who has been designated to coordinate the efforts of MHS to comply with Section 504 and Title II of the ADA.

Any person who believes she or he has been subjected to discrimination on the basis of disability or who believes she or he has been subjected to retaliation under Section 504 or Title II of the ADA may file a grievance under this procedure. It is against the law for MHS to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

**PROCEDURE**

- Grievances must be submitted to MHS's Section 504/ADA Coordinator (or his/her designee) as soon as possible but no later than sixty (60) calendar days after the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A grievance must be in writing, containing the name and address of the person filing it. The grievance must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- MHS's Section 504/ADA Coordinator (or his/her designee) will conduct an investigation of the grievance. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the grievance. MHS's Section 504/ADA Coordinator will maintain the files and records of MHS relating to such grievances.
- MHS's Section 504/ADA Coordinator will issue a written decision to the individual on the grievance no later than thirty (30) calendar days after its filing.

- The person filing the grievance may appeal the decision of MHS's Section 504/ADA Coordinator by writing the [administrator/Chief Executive Officer/Board of Directors/etc.] within fifteen (15) calendar days of receiving MHS's Section 504/ADA Coordinator's decision.
- [Administrator/Chief Executive Officer/Board of Directors/etc.] will issue a written decision on the appeal no later than thirty (30) calendar days after its filing.
- Filing a grievance with MHS's Section 504/ADA Coordinator (or his/her designee) does not prevent the individual, Patient and/or his family member or guardian from filing a complaint with the:

Office for Civil Rights, Region VIII  
U.S. Department of Health and Human Services  
999 18th Street, South Terrace, Suite 417  
Denver, Colorado 80202  
Voice Phone (303) 844-2024  
FAX (303) 844-2025  
TDD (303) 844-3439  
Website [www.hhs.gov/OCR](http://www.hhs.gov/OCR)

- MHS Personnel, including Patient Representatives, will assist interested persons in filing grievances and will forward completed grievances to MHS's Section 504/ADA Coordinator for investigation or other appropriate action.

MHS's Section 504/ADA Coordinator (and/or his/her designee) will make appropriate arrangements to ensure that individuals with disabilities are provided reasonable modifications and appropriate auxiliary aids and services where necessary to participate in this grievance process. Such arrangements may include making the grievance procedure available in alternate formats such as Braille, large print, audiotape, providing interpreters for the deaf or hard-of-hearing, assuring a barrier-free location for proceedings, or providing foreign language interpreters.

Attachment B

**NOTICE OF NONDISCRIMINATION**

As a recipient of Federal financial assistance and a local government agency, Memorial Health System (MHS) does not exclude, deny benefits to, or otherwise discriminate against any person on the ground of race, color, or national origin, or on the basis of disability or age in admission or access to, or treatment or employment under any of its programs and activities, whether carried out by MHS directly or through a contractor or any other entity with which MHS 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, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Regulations of the U.S. Department of Health and Human Services issued pursuant to these statutes at Title 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, and 28 CFR Part 35.

MHS has adopted an internal grievance procedure providing for the prompt and equitable resolution of grievances alleging any action prohibited by Section 504 and Title II of the ADA, or the Federal regulations implementing these laws. To file a grievance or in case of questions, please contact:

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[Name of MHS Section 504/ADA Coordinator]

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[Address of MHS Section 504/ADA Coordinator]

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[City, State and Zip Code of MHS Section 504/ADA Coordinator]

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[Telephone Number of MHS Section 504/ADA Coordinator]

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[Fax Number of MHS Section 504/ADA Coordinator]

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[TDD, TTY, or State Relay Number of MHS Section 504/ADA Coordinator]

Filing a grievance with MHS's Section 504/ADA Coordinator (or his/her designee) does not prevent the applicant, Patient, or his/her Companion from filing a complaint with the:

Office for Civil Rights, Region VIII  
U.S. Department of Health and Human Services  
99918th Street, South Terrace, Suite 417  
Denver, Colorado 80202  
Voice Phone (303) 844-2024  
FAX (303) 844-2025  
TDD (303) 844-3439  
Website [www.hhs.gov/OCR](http://www.hhs.gov/OCR)

Attachment C

**NONDISCRIMINATION STATEMENT FOR MAJOR PUBLICATIONS AND BROCHURES**

Memorial Health System (MHS) does not exclude, deny benefits to, or otherwise discriminate against any person on the ground of race, color, or national origin, or on the basis of disability or age in admission or access to, or treatment or employment under any of its programs and activities, whether carried out by MHS directly or through a contractor or any other entity with which MHS arranges to carry out its programs and activities. For further information about this policy, contact (insert name and/or job title of Section 504/ADA Coordinator, telephone number, fax number, and TDD, TTY or State Relay operator number).

Attachment D

**EFFECTIVE COMMUNICATION AND AUXILIARY AIDS AND SERVICES FOR PERSONS WHO HAVE HEARING, VISION, OR SPEECH DISABILITIES**

**POLICY:**

Memorial Health System (MHS) will take appropriate steps to ensure that persons with disabilities, including persons who have hearing, vision, or speech disabilities, 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 and/or Companions and other interested persons 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 MHS*). 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

MHS provides notice of the availability of and procedure for requesting auxiliary aids and services through notices in our (*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 his/her 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

MHS shall provide the following services or aids to achieve effective communication with persons with disabilities:

A. For Persons Who Are Deaf or Hard-of-Hearing

(i) For persons who are deaf/hard-of-hearing and who use sign language as their primary means of communication, the (*identify responsible staff person or position with 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 (*identify responsible staff person*) is responsible for:

Maintaining a list of qualified interpreters on staff showing their names, telephone numbers, qualifications and hours of availability (*provide 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. (*Insert agency's/agencies name with which MHS has contracted or made arrangements*) has agreed to provide interpreter services. The agency's/agencies' telephone number(s) is/are (*insert 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.*]

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

*[Listed below are three methods for communicating by telephone with persons who are deaf or hard-of-hearing. Select the method(s) to incorporate in MHS' policy that best applies/apply to MHS' facilities.]*

MHS utilizes a Telecommunication Device for the Deaf (TDD) for external communication. The telephone number for the TDD is (*insert number*). The TDD and instructions on how to operate it are located (*insert location*) in the facility; and

MHS also utilizes relay services for external telephone communication with TDD users. We accept and make calls through a relay service. The state relay service number is (*insert telephone number for Colorado State Relay*).

(iii) For the following auxiliary aids and services, staff will contact (*responsible staff person or position and telephone number*), who is responsible to provide the aids and services in a timely manner: 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; telecommunications devices for deaf persons (TDDs); videotext displays; or other effective methods that help make aurally delivered materials available to individuals who are deaf or hard-of-hearing (**include only those auxiliary aids and services MHS will make available**).

(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 facility. 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. ***NOTE: Children and other residents 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 treatment, benefits, services, waivers of rights, and consent to treatment forms by reading out loud and explaining these forms to persons who are blind or who have low vision (*in addition to reading, this section should tell what other auxiliary aids and services are available, where they are located, and how they are used*).

The following types of large print, taped, Brailled, and electronically formatted materials are available: (***description of the materials available***). These materials may be obtained by calling (***name or position and telephone number***).

(ii) For the following auxiliary aids and services, staff will contact (***responsible staff person or position and telephone number***), who is responsible to provide the aids and services in a timely manner: Qualified readers; reformatting into large print; taping or recording of print materials not available in an 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 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 Disabilities

To ensure effective communication with persons who cannot speak or have speech disabilities, staff will contact (***responsible staff person or position and telephone number***), who is responsible to provide the auxiliary aids and services in a timely manner: Writing materials; typewriters; TDDs; computers; flashcards; alphabet boards; communication boards; (***include those auxiliary aids and services applicable to MHS's facilities***) and other communication aids.

Attachment E

**POLICY AND PROCEDURES FOR COMMUNICATION WITH PERSONS WITH LIMITED ENGLISH PROFICIENCY**

**POLICY:**

Memorial Health System (MHS) will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits. The policy of MHS is to ensure meaningful communication with LEP patients/clients and their authorized representatives involving their medical conditions and treatment. The policy also provides for communication of information contained in vital documents, including but not limited to, waivers of rights, consent to treatment forms, financial and insurance benefit forms, etc. (*include those documents applicable to your facility*). All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and patients/clients and their families will be informed of the availability of such assistance free of charge.

Language assistance will be provided through use of competent bilingual staff, staff interpreters, contracts or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services. All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

MHS will conduct a regular review of the language access needs of our patient population, as well as update and monitor the implementation of this policy and these procedures, as necessary.

**PROCEDURES:**

**1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE**

MHS will promptly identify the language and communication needs of the LEP person. If necessary, staff will use a language identification card (or “I speak cards”) or posters to determine the language. In addition, when records are kept of past interactions with patients (clients/residents) or family members, the language used to communicate with the LEP person will be included as part of the record.

**2. OBTAINING A QUALIFIED INTERPRETER**

*(Identify responsible staff person(s), and phone number(s))* is/are responsible for:

(a) Maintaining an accurate and current list showing the name, language, phone number and hours of availability of bilingual staff (*provide the list*);

(b) Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;

(c) Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

**(Identify the agency(s) name(s) with whom you have contracted or made arrangements)** have/has agreed to provide qualified interpreter services. The agency's (or agencies') telephone number(s) is/are **(insert number (s))**, and the hours of availability are **(insert hours)**.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP 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 to the LEP person.

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

### **3. PROVIDING WRITTEN TRANSLATIONS**

(a) When translation of vital documents is needed, each unit in MHS will submit documents for translation into frequently-encountered languages to **(identify responsible staff person)**. Original documents being submitted for translation will be in final, approved form with updated and accurate legal and medical information.

(b) Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

(c) MHS will set benchmarks for translation of vital documents into additional languages over time.

### **4. PROVIDING NOTICE TO LEP PERSONS**

MHS will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to the emergency room, outpatient areas, etc. **(include those areas applicable to your facility)**. Notification will also be provided through one or more of the following: outreach documents, telephone voice mail menus, local newspapers,

radio and television stations, and/or community-based organizations (*include those areas applicable to your facility*).

## **5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION**

On an ongoing basis, MHS will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, MHS will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, equipment used for the delivery of language assistance, complaints filed by LEP persons, feedback from patients and community organizations, etc. (*include those areas applicable to your facility*).