



FORT WASHINGTON MEDICAL CENTER
A Nexus Health Company

August 27, 2009

Via Federal Express Overnight Delivery

Paul F. Cushing
Regional Manager
Department of Health and Human Services
Office for Civil Rights, Region III
150 South Independence Mall West
Public Ledger Building, Suite 372
Philadelphia Pennsylvania 19106-9111

RECEIVED
AUG 31 2009
DHHS/OCR/Reg. III

Reference Number 06-52173

Dear Mr. Cushing,

We have enclosed the revised copy of the Office of Civil Rights (OCR) proposed Resolution Agreement as relates to the above-mentioned case number. The changes proposed by OCR have been agreed upon and as such the document has been signed and dated by Verna S. Meacham, our President and Chief Executive Officer.

Upon your signature, we ask that you kindly forward a copy of the fully executed agreement to:

Verna S. Meacham
President and Chief Executive Officer
Fort Washington Medical Center
Nexus Health Corporate Office
6196 Oxon Hill Road Suite 210
Oxon Hill MD 20745

We appreciate your working with us to resolve this matter. Should you have questions, you may contact Ms. Meacham at 301.686 9010.

Thank you.

Sincerely,

/s/

Ruby Smith Hawkins
Executive Assistant to Verna S. Meacham
President and Chief Executive Officer

/rsh

Enclosure

SETTLEMENT AGREEMENT

Between the

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

and

FORT WASHINGTON MEDICAL CENTER

Transaction Number: 06-52173

TABLE OF CONTENTS

- I. Introduction**
- II. Definitions**
- III. General Provisions**
- IV. General Obligations**
- V. Provision of Appropriate Auxiliary Aids**
- VI. Policies and Procedures for Ensuring Effective Communication with Deaf or Hard-of-Hearing Patients and/or Companions**
- VII. Training of FWMC Personnel**
- VIII. Reporting**
- IX. Signatures**

I. Introduction

This Settlement Agreement (“Agreement”) is entered into by the United States Department of Health and Human Services, Office for Civil Rights (“OCR”), and Fort Washington Medical Center (“FWMC”). This Agreement resolves OCR transaction number 06-52173, a complaint filed by Washington Lawyers’ Committee for Civil Rights and Urban Affairs on behalf of [REDACTED] a deaf patient. The complainant alleged that FWMC discriminated against [REDACTED] the basis of his disability (deafness) by failing to provide him with sign language interpreter services needed for [REDACTED] to communicate effectively with the hospital staff.

OCR conducted an investigation to determine whether FWMC provided [REDACTED] with appropriate auxiliary aids and services, including qualified sign language interpreters, to ensure effective communication. OCR determined that FWMC failed to take appropriate steps to ensure effective communication with [REDACTED] depriving him of an equal opportunity to benefit from the services it provides. Therefore, OCR concluded that FWMC discriminated against [REDACTED] on the basis of his disability in violation of Section 504.

A. Parties to the Agreement

1. United States Department of Health and Human Services, Office for Civil Rights; and
2. Fort Washington Medical Center.

B. Jurisdiction

FWMC receives Federal financial assistance through its participation in the Medicare and Medicaid programs and is subject to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (“Section 504”) and its implementing regulation, 45 C.F.R. Part 84. Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance from HHS.

C. Purpose of Agreement

The purpose of this Agreement is to ensure FWMC’s compliance with

Section 504 and its implementing regulation. FWMC agrees to the terms stipulated in this Agreement and affirms its assurance of compliance with all provisions of Section 504 and its implementing regulation. The promises, obligations or other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between FWMC and OCR.

The actions described in this Agreement fully address the issues raised in the complaint. It is understood and agreed by OCR that completion of these actions will ensure that FWMC is in compliance with Section 504 as it pertains to the issues specifically addressed during this investigation.

II. Definitions

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

A. **Appropriate Auxiliary Aids and Services** include, but are not limited to, qualified sign language, oral, or relay interpreters, note-takers, computer-assisted real time transcription services, written materials, pictographs, telephone handset amplifiers, assistive listening devices and systems, telephone compatible hearing aids, closed caption decoders, open and closed captioning, and teletypewriters (“TTYs” are also known as “TDDs”), video interpreting services, and other methods of delivering effective communication to Patients and Companions who are deaf or hard-of-hearing.

B. **Companion** means a person who is deaf or hard-of-hearing and is one of the following: (a) a person whom the Patient indicates should communicate with FWMC Personnel about the Patient, participate in any treatment decision, play a role in communicating the Patient’s needs, condition, history, or symptoms to FWMC Personnel or help the Patient act on the information, advice, or instructions provided by FWMC 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 FWMC Personnel would ordinarily and regularly communicate the Patient’s medical condition.

C. **Patient** is broadly construed to mean any individual who is seeking or receiving health care services from FWMC, including such services as the opportunity to donate blood, attend health education classes

or discuss billing.

D. **Qualified Interpreter** includes “sign language interpreters,” “oral interpreters”, or other “interpreters” who are able to interpret competently, accurately, and impartially, both receptively and expressively, using any specialized terminology necessary for effective communication in a health care setting to a Patient and/or a Companion who is deaf or hard-of-hearing. 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 sign language interpreter.” Also, someone who is fluent in sign language but who does not possess the ability to process spoken communication into the proper signs or to observe someone signing and translate their signed or finger-spelled communication into spoken words is not a qualified sign language interpreter. A “Qualified Interpreter” may include a “relay interpreter” who has specific skill and training in acting as an intermediary between a Patient and/or a Companion and a sign language interpreter in instances when the interpreter cannot otherwise independently understand the consumer’s primary mode of communication.

Types of Qualified Interpreters:

1. Qualified interpreters on the FWMC 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 interpreting services provider (services that use video conference technology over high-speed internet wires) (VIS), provided that such VIS 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.

E. **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 a Companion who is deaf or hard-of-hearing, given that individual’s language skills and history.

F. **“TTY” (teletypewriter) or “TDD” (telecommunications device for deaf persons)** mean devices that are used with a telephone to communicate with persons who are deaf or hard-of-hearing or who have speech impairments by typing and reading communications.

III. **General Provisions**

A. **Facilities Covered by Agreement**

This Agreement covers Fort Washington Medical Center, Inc. (“FWMC”) located at 11711 Livingston Road, Fort Washington, MD 20744, in Prince George’s County, MD.

B. **Suspension of Administrative Actions**

Subject to the continued performance by FWMC of the stated obligations and required actions contained in this Agreement and in conformity with Section III-H, Compliance with the Terms of the Agreement, OCR shall suspend administrative actions on OCR Transaction Number 06-52173.

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

This Agreement shall become effective as of the date that both Parties have signed it (the “Effective Date”). This Agreement shall remain in effect for three hundred sixty-five (365) calendar days following the Effective Date of this Agreement (the “Term”). At such time, the Agreement shall terminate, provided that OCR determines that FWMC is in compliance with the Agreement. Notwithstanding the Term of this Agreement, FWMC acknowledges that it shall comply with Section 504 for so long as it continues to receive Federal financial assistance.

D. **FWMC’s Continuing Obligation**

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

E. **Effect on Other Compliance Matters**

The terms of this Agreement do not apply to any other issues, reviews, investigations or complaints of discrimination that are unrelated to the

subject matter of this Agreement and that may be pending before OCR or any other federal agency. Any unrelated compliance matter arising from subsequent reviews or investigations shall be addressed and resolved separately. This Agreement also does not preclude further OCR compliance reviews or complaint investigations. OCR shall review complaints against FWMC that are received after the Effective Date of this Agreement. Nothing in this paragraph shall be construed to limit or restrict OCR's statutory and regulatory authority to conduct compliance reviews or complaint investigations.

F. Prohibition Against Retaliation and Intimidation

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

G. OCR's Review of FWMC's Compliance with the Agreement

OCR may, at any time, review FWMC's compliance with this Agreement. As part of such review, OCR may require FWMC to provide written reports, permit inspection of hospital facilities, interview witnesses and examine and copy documents. Throughout the term of this Agreement, FWMC agrees to retain records required by OCR to assess its compliance with the Agreement and to submit the requested reports to OCR. OCR will maintain the confidentiality of all documents, files and records received from FWMC; and will not disclose their contents except where necessary in formal enforcement proceedings or where otherwise required by law.

H. Compliance with the Terms of the Agreement

In consideration of FWMC's full implementation of the provisions of this Agreement, OCR agrees not to initiate enforcement proceedings with respect to the violations identified in Complaint No. 06-52173. In the event that FWMC fails to fully implement any provision of this Agreement, the parties will confer and attempt to reach agreement as to what steps may be necessary to resolve the compliance issues to both parties' satisfaction. If an agreement is not reached, OCR may terminate this Agreement within thirty (30) calendar days notice and take appropriate measures to effectuate FWMC's compliance with Section 504, which may include administrative proceedings to suspend, terminate, or refuse to grant or continue HHS financial assistance to FWMC, and/or referral of the case to the United States Department of Justice for judicial proceedings to enforce the law.

I. **Non-Waiver**

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

J. **Entire Agreement**

This Agreement constitutes the entire understanding between FWMC and OCR in resolution of OCR Transaction Number 06-52173. Any statement, promise or agreement not contained herein shall not be enforceable through this Agreement.

K. **Modification of Agreement**

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

L. **Publication or Release of Agreement**

OCR places no restrictions on the publication of the terms of this Agreement. In addition, OCR may be required to release this Agreement and all related materials to any person upon request consistent with the requirements of the Freedom of Information Act, 5 U.S.C. § 552, and its implementing regulation. 45 C.F.R. Part 5.

N. **Authority of Signer**

The individual who signs this document on behalf of FWMC represents that he or she is authorized to bind FWMC to this Agreement.

O. **Third Party Rights**

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

P. **Technical Assistance**

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

IV. General Obligations

A. Disability Non-discrimination

FWMC shall provide deaf or hard-of-hearing Patients and/or Companions with the full and equal enjoyment of the services, privileges, facilities, advantages, and accommodations of FWMC as required by Section 504.

B. Non-discrimination by Association

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

C. Section 504 Coordinator

Within thirty (30) calendar days after the Effective Date of this Agreement, FWMC shall designate an individual to be responsible for coordination of its efforts to comply with Section 504. The Section 504 Coordinator shall be available to answer questions and provide appropriate assistance to FWMC Personnel and the public regarding immediate access to, and proper use of, the appropriate auxiliary aids required by this Agreement. The Section 504 Coordinator shall oversee and ensure the quality of the services provided by the interpreters FWMC uses.

D. Section 504 Grievance Procedure

Within sixty (60) calendar days after the Effective date of this Agreement, FWMC shall develop a grievance procedure for addressing complaints of disability discrimination, including complaints regarding the failure to provide appropriate auxiliary aids. The grievance procedure shall incorporate due process standards and provides for the prompt and equitable resolution of complaints alleging any actions prohibited under Section 504 (see sample grievance procedure at Attachment A).

E. Notice of Nondiscrimination under Section 504

Within sixty (60) calendar days after the Effective Date of this Agreement, FWMC shall develop a Notice of Nondiscrimination that: states that FWMC does not discriminate on the basis of disability and that appropriate auxiliary aids shall be provided free of charge to deaf or hard-of-hearing Patients and/or Companions; provides the process for filing and resolving grievances about disability discrimination, including complaints regarding the failure to provide appropriate auxiliary aids; and provides the name, telephone number, functions and office location of the Section 504 Coordinator and the FWMC staff member(s) who have been designated to provide assistance regarding access to appropriate auxiliary aids (see sample notice at Attachment B).

Within thirty 30 days of approval by OCR,, FWMC shall take steps to notify Patients, Companions, and FWMC Personnel of the information contained in the Notice of Nondiscrimination.

This information shall be communicated by:

1. Posting signs in visible locations at all FWMC's entry points;
2. Including this information in the FWMC Know Your Patient Rights and Responsibilities brochure;
3. Posting the information on FWMC's website: and
4. Offering additional assistance, including prominently displayed signage translated into frequently encountered, when limited written English proficiency may be a barrier to the Patient's and/or Companion's understanding of the notice.

V. Provision of Appropriate Auxiliary Aids

A. **Recognition** FWMC recognizes that deaf or hard-of-hearing Patients and/or Companions need and have a right to appropriate auxiliary aids to access and fully participate in health care provided by FWMC. FWMC is committed to providing appropriate auxiliary aids in a timely manner to deaf or hard-of-hearing Patients and/or Companions to ensure effective communication and an equal opportunity to participate fully in the benefits, activities and programs administered by FWMC. This includes ensuring effective communication between FWMC staff members, contractors, and subcontractors and deaf or hard-of-hearing Patients and/or Companions.

B. **General Assessment Criteria**

FWMC shall consult with the deaf or hard-of-hearing Patient and/or Companion wherever possible to determine which appropriate auxiliary aids are needed to ensure effective communication. While consultation is strongly encouraged, the ultimate decision as to which auxiliary aid to provide to ensure effective communication rests in the hands of FWMC Personnel, provided that the method chosen results in effective communication. The assessment made by FWMC Personnel shall take into account all relevant facts and circumstances, including without limitation the following:

1. the nature, length, and importance of the communication at issue;
2. the individual's disability and communication skills and knowledge;
3. the Patient's health status or changes thereto;
4. the Patient's and/or Companion's request for or statement of the need for an auxiliary aid; and
5. 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, FWMC Personnel shall reassess which appropriate auxiliary aids are necessary, in consultation with the person with a disability, where possible.

C. **Time for Assessment**

1. **Scheduled Appointments** (appointments scheduled two or more hours in advance). FWMC Personnel shall determine which appropriate auxiliary aids are necessary to ensure effective communication, and the timing, duration, and frequency with which they will be provided, at the time an appointment is scheduled or prior to the first appointment. Trained FWMC Personnel shall perform and document, in the deaf or hard-of-hearing Patient's medical chart, a communication assessment as part of each initial in-patient assessment.

2. **Non-Scheduled Incidents** (all situations not covered by the definition of "Scheduled Appointments)." The determination of which appropriate auxiliary aids are necessary to ensure effective communication, and the timing, duration, and frequency with which they will be provided shall be made by FWMC Personnel upon the arrival of the deaf or hard-of-hearing Patient or Companion at the FWMC. Trained FWMC Personnel shall perform and document, in the deaf or hard-of-hearing Patient's medical chart, a communication assessment as part of each initial in-patient assessment.

3. **Continuation of Provision of Appropriate Auxiliary Aids.** After conducting an initial assessment, FWMC shall continue to provide appropriate auxiliary aids to the deaf or hard-of-hearing Patient and/or Companion, during the entire period of the Patient's hospitalization and subsequent visits, without requiring subsequent requests for the appropriate auxiliary aids by the Patient and/or Companion. FWMC Personnel shall keep records that reflect the ongoing provision of appropriate auxiliary aids to deaf or hard-of-hearing Patients and/or Companions, such as notations in the Patients' medical charts.

4. **Determination Not to Provide Requested Auxiliary Aid.** If, after conducting the assessment as described in Section V of this Agreement, FWMC decides not to provide the auxiliary aid requested by the deaf or hard of hearing Patient and/or Companion, FWMC Personnel shall so advise the person requesting the auxiliary aid and document the date and time of the decision, the name and title of the FWMC Personnel who made the decision, the basis for the determination, and the alternative auxiliary aid, if any, that FWMC has decided to provide. A copy of this documentation shall be provided to the deaf or hard-of-hearing Patient and/or Companion.

D. General Circumstances When Auxiliary Aids Will Be Provided

FWMC shall provide auxiliary aids, including but not limited to qualified interpreters, to Patients and/or Companions (depending on the situation) for these general situations:

1. Obtaining the Patient's medical history or information about the Patient's ailments or condition;
2. Explaining and describing inpatient, outpatient, 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; and
9. Any other circumstances in which auxiliary aids are 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 for effective communication.

Nothing in this Agreement shall require that an electronic device or equipment constituting an appropriate auxiliary aid 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.

E. Provision of Qualified Interpreters

1. **Scheduled Appointments:** FWMC shall make a qualified interpreter available at the time of the appointment, if an interpreter is necessary for effective communication.
2. **Non-scheduled Incidents:** FWMC shall make a qualified interpreter available no later than two and one-half (2 ½) hours from the time the request is made.
3. **Interim Services:** FWMC agrees that, between the time an interpreter is requested and the time an interpreter arrives, FWMC Personnel will continue to try to communicate with the Patient and/or Companion who is deaf or hard-of-hearing for such purposes and to the same extent as they would have communicated with the person but for the hearing impairment, using appropriate auxiliary aids.

F. Restricted Use of Certain Persons to Facilitate Communication

Due to confidentiality and competency concerns, potential emotional involvement and other factors that may adversely affect the ability to facilitate effective communication, FWMC shall never require or coerce a family member, companion, advocate, or friend of a Patient and/or Companion who is deaf or hard-of-hearing to interpret or facilitate communication between FWMC Personnel and such Patient and/or Companion. Children should be used to interpret communication only in exceptional circumstances.

G. Procedures for Obtaining Qualified Interpreters in a Timely Manner

When a qualified interpreter is necessary for effective communication, FWMC shall take the following steps to obtain a qualified interpreter. Steps should be taken in the order in which they are listed.

1. Request a qualified interpreter from a list of qualified interpreters maintained by FWMC, from among any qualified sign language interpreters on FWMC staff, or from an agency with whom FWMC has an ongoing business relationship for qualified sign language or oral interpreter services;
2. Exert reasonable efforts to contact any qualified interpreting agencies known to FWMC or interpreters who provide services on a freelance basis; and

3. Inform the Patient and/or Companion who is deaf or hard-of-hearing of the efforts taken to secure a qualified sign language interpreter and the efforts that have failed, and follow up on reasonable suggestions for alternate sources of qualified interpreters, such as a qualified interpreter known to that person.

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

Within ninety (90) calendar days after the Effective Date of this Agreement, FWMC will enter into a business relationship with an agency of its choice for the provision of qualified sign language or oral interpreter services for a period of, at a minimum, one year from the Effective Date of the business relationship with the agency.

I. **Telephone Communications**

FWMC shall take the following steps to ensure that Patients and/or Companions who are deaf or hard-of-hearing can communicate effectively by telephone:

1. Public Telephones: Within seventy-five (75) calendar days after the Effective Date of this Agreement, FWMC shall provide at least one (1) TTY (also known as TDD) device at all locations where there are four (4) or more public telephones. If a public telephone serves an emergency, recovery, or waiting room, one (1) TTY device should also be available in each of these rooms. FWMC may install the required TTY's or make available a sufficient number of portable TTY's.

Wherever portable TTY's are made available, FWMC will provide shelves and electrical outlets compliant with ADA accessibility standards.

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

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

2. Patient Rooms: FWMC shall have two (2) TTY devices available to deaf or hard-of-hearing Patients and/or Companions upon arrival in a patient room.

3. Storage and Accessibility of Equipment: Portable TTY devices shall be stored in places that are readily accessible at all times of the day or night to all FWMC staff that have client contact. TTY's shall be made available to deaf

or hard-of-hearing Patients and/or Companions within 10 minutes from the time they request it.

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

VI. Policies and Procedures for Ensuring Effective Communication with Deaf or Hard-of-Hearing Patients and/or Companions

Within sixty (60) calendar days after the Effective Date of this Agreement, FWMC shall revise its policies and procedures for ensuring effective communication with deaf or hard-of-hearing Patients and/or Companions, consistent with the requirements of this Agreement and Section 504. The revised policies and procedures for providing effective communication with deaf and hard-of-hearing Patients and/or Companions shall include:

1. Roles and responsibilities of the FWMC Section 504 Coordinator, including an explanation of how FWMC Personnel will work together to ensure effective communication with deaf or hard-of-hearing Patients and/or Companions;
2. Provision of appropriate auxiliary aids, including assessment of communication needs, standards for determining appropriate auxiliary aids, general circumstances when auxiliary aids will be provided, and documentation of the provision of auxiliary aids;
3. Provision of qualified interpreters, including, timely provision of services, procedures for obtaining qualified interpreters, restricted use of certain persons as interpreters, in accordance with Section V.F, the use of VIS technology (if relevant), and measures to oversee and ensure the quality of the services provided by qualified interpreters;
3. Provision of training to new and existing FWMC Personnel about the obligation to ensure effective communication with deaf or hard-of-hearing Patients and/or Companions; and
4. Development of a method for monitoring the implementation of the revised policies and procedures for ensuring effective Communication with deaf or hard-of-hearing Patients and/or Companions.

OCR shall review the revised policies and procedures within thirty (30) calendar days of receipt. The policies and procedures shall not be implemented by FWMC without the approval of OCR.

Within thirty (30) calendar days of approval by OCR of the FWMC's revised policies and procedures to provide effective communication with deaf or hard-of-hearing Patients and/or Companions, FWMC shall disseminate the revised policies and procedures to FWMC Personnel, contractors, and subcontractors and publish them in an FWMC-wide communication piece for FWMC Personnel and contractors.

VII. Training of FWMC Personnel.

Within seventy-five (75) calendar days of approval by OCR of FWMC's revised policies and procedures for providing effective communication with Patients and/or Companions who are deaf or hard-of-hearing, FWMC shall take the following steps to ensure that FWMC Personnel receive training on the revised policies and procedures:

1. FWMC shall provide training to all FWMC Personnel who interact with Patients and/or Companions on its revised policies and procedures for ensuring effective communication with deaf or hard-of-hearing Patients and/or Companions. Such training shall be sufficient in content to train FWMC Personnel to promptly identify communication needs and preferences of services, and to secure appropriate, effective auxiliary aids, including qualified interpreter services, as quickly as possible when necessary. Such training shall include topics such as the various degrees of hearing impairment, sensitivity to the needs of the deaf community, language and cultural diversity in the deaf community, dispelling myths and misconceptions about persons who are deaf or hard-of-hearing, the proper use and role of qualified interpreters, and procedures and methods for accessing qualified interpreters.
2. FWMC shall provide training to all FWMC Personnel who have interactions with Patients and/or Companions on the use of the TTY device. This training shall also include instructions on the use of the AT&T Relay System.

VIII. Reporting

A. Auxiliary Aid Logs

Beginning not later than sixty (60) calendar days after the Effective Date of this Agreement, FWMC shall maintain a log (which may be one log or the aggregate of multiple logs) of information about requests for auxiliary aids that FWMC receives and FWMC's response (Auxiliary Aid Log). The Auxiliary Aid Log shall include the following information:

- a. date and time that a deaf or hard-of-hearing Patient and/or Companion requests an auxiliary aid and the type of auxiliary aid that is requested;
- b. a code that identifies the deaf or hard-of-hearing Patient and/or Companion who requests an auxiliary aid;
- c. name and title of the FWMC Personnel who makes the determination concerning the request for an auxiliary aid;
- d. FWMC's decision whether to grant or deny the requested auxiliary aid and the basis for the decision;
- e. .The time and date that each auxiliary aid is provided and the type of auxiliary aid that is provided on each occasion.
 - (1) If FWMC provides a qualified interpreter for a scheduled appointment, the time and date of the scheduled appointment for which an interpreter is requested; the date and time of arrival of the interpreter; and, where an interpreter is untimely or fails to appear, the reason for the delay or nonappearance.
 - (2) If FWMC provides a qualified interpreter for an unscheduled appointment, the date and time of arrival of the interpreter; and, where an interpreter is untimely or fails to appear, the reason for the delay or nonappearance.
- f. any complaints/grievances that FWMC receives about the provision of an auxiliary aid, and for each complaint, the outcome of the investigation or review.

Such Auxiliary Aid Log shall be retained by FWMC throughout the balance of the Term of this Agreement.

FWMC shall submit a copy of the aforementioned Auxiliary Aid Log to OCR within thirty (30) calendar days after each of the time periods listed below. The Auxiliary Aid Log shall cover all requests for auxiliary aids during the specified time period.

- a. 1-90 calendar days after the Effective Date of the Agreement;
- b. 91-150 calendar days after the Effective Date of the Agreement;
- c. 151-210 calendar days after the Effective Date of the Agreement;
and

d. 211-300 calendar days after the Effective Date of the Agreement

B. Compliance Reports

Within one hundred eighty (180) calendar days after the Effective Date of this Agreement, FWMC shall provide OCR with the following:

1. Documentation and a letter certifying that the communication of information required by Sections IV and VI 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. Documentation shall include copies of the Notice of Nondiscrimination and information about the revised policies and procedures for effective communication for deaf or hard of hearing Patients and/or Companions that was provided to FWMC Personnel; and
2. Documentation and a letter certifying that the training of FWMC Personnel described in Section VII 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 three hundred thirty (330) calendar days after the Effective Date of this Agreement, FWMC shall provide OCR with documentation and a letter certifying that FWMC has completed all the actions required by the Agreement.

C. Maintenance of Records

FWMC shall maintain appropriate records to document the information contained in the Compliance Reports and shall make them available, upon request, to OCR and shall retain those records throughout the Term of this Agreement.

IX. Signatures

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August 27, 2009

Verna S. Meacham, President and CEO
Fort Washington Medical Center

Date

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September 1, 2009

Paul F. Cushing
Regional Manager
U.S. Department of Health & Human Services
Office for Civil Rights – Region III

Date

Attachment A

**SAMPLE GRIEVANCE PROCEDURES UNDER
SECTION 504 OF THE REHABILITATION ACT OF 1973**

In accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), Fort Washington Medical Center (FWMC) does not discriminate on the basis of disability in admission to, participation in, or receipt of services and benefits under any FWMC program or activity. FWMC 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 (2) files a grievance and/or complaint, testifies, assists, or participates in any investigation, proceeding, or hearing under Section 504.

FWMC has adopted an internal grievance procedure providing for the prompt and equitable resolution of grievances alleging any action prohibited by Section 504 or the Federal regulation implementing this law. The applicable Federal law and regulation may be examined in the office of ***[name and contact info for Section 504 Coordinator]***, who has been designated to coordinate the efforts of FWMC to comply with Section 504.

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

Procedure:

- Grievances must be submitted to the Section 504 Coordinator 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.
- The Section 504 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. The Section 504 Coordinator will maintain the files and records of FWMC relating to such grievances.
- The Section 504 Coordinator will issue a written decision on the grievance no later than thirty (30) calendar days after its filing.
- The person filing the grievance may appeal the decision of the Section 504 Coordinator by writing to the ***(Administrator/Chief Executive Officer/Board of***

Directors/etc.) within fifteen (15) calendar days of receiving the Section 504 Coordinator's decision.

- The Section 504 Coordinator will issue a written decision on the appeal no later than thirty (30) calendar days after its filing.
- Filing a grievance with the Section 504 Coordinator does not prevent the applicant, resident and/or his family member or guardian from filing a complaint with the Office for Civil Rights, U.S. Department of Health and Human Services.

The Section 504 Coordinator will make appropriate arrangements to ensure that individuals with disabilities are provided auxiliary aids if needed to participate in this grievance process. Such arrangements may include, but are not limited to, providing interpreters for persons who are deaf or hard-of-hearing, providing recordings of material for persons who are blind or who have low vision, or assuring a barrier-free location for the proceedings.

Attachment B

**SAMPLE NOTICE UNDER
SECTION 504 OF THE REHABILITATION ACT OF 1973**

In accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), the Fort Washington Medical Center (FWMC) does not discriminate on the basis of disability in admission to, participation in, or receipt of services and benefits under any FWMC program or activity. FWMC 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 (2) files a grievance and/or complaint, testifies, assists, or participates in any investigation, proceeding, or hearing under Section 504.

Provision of Auxiliary Aids and Effective Communication: FWMC will generally, upon request, provide appropriate auxiliary aids leading to effective communication for qualified persons with disabilities so they can participate equally in FWMC services, programs or activities, including qualified sign language interpreters and other ways of making information and communications accessible to people who have speech or hearing impairments.

For people who are visually impaired, FWMC will provide, upon request, alternative formats to written documents to include large print materials, informational cassettes, the use of a reader, and/or documents in Braille.

FWMC will not place a surcharge on a particular qualified individual with a disability or any group of qualified individuals with disabilities to cover the cost of measures, such as the provision of auxiliary aids or program accessibility, that are required to provide that individual or group with nondiscriminatory treatment required by Section 504.

Anyone who requires an auxiliary aid for effective communication to participate in an FWMC service, program or activity, should contact the office of ***[name and contact info for Section 504 Coordinator]*** as soon as possible but no later than 48 hours before the scheduled event.

Grievances alleging that an FWMC service, program or activity is not accessible to persons with disabilities should be directed to ***[Name and contact information of Section 504 Coordinator]***. Filing a grievance with the Section 504 Coordinator does not prevent the applicant, resident and/or his family member or guardian from filing a complaint with the Office for Civil Rights, U.S. Department of Health and Human Services.