

SETTLEMENT AGREEMENT

Between the

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

and

ORTHOPEDIC INSTITUTE OF PENNSYLVANIA

Transaction Number: 08-85961

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 OIP 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 the Orthopedic Institute of Pennsylvania (“OIP”). This Agreement resolves OCR transaction number 08-85961, a complaint filed by a prospective patient who is deaf. The complainant alleged that OIP discriminated against him on the basis of his disability (deafness) when it refused to provide him a sign language interpreter for an appointment.

OCR conducted an investigation to determine whether OIP discriminated against the complainant. OCR determined that OIP had a policy stating that the organization will not provide paid interpreter services for persons who are deaf or hard-of-hearing. OCR further determined that OIP refused to provide the complainant a qualified sign language interpreter, based on this policy. Therefore, OCR concluded that OIP’s policy and OIP’s treatment of the complainant violated Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504), and its implementing regulation at 45 C.F.R. Part 84, which prohibit discrimination on the basis of disability in programs and activities that receive Federal financial assistance.

A. Parties to the Agreement

1. United States Department of Health and Human Services, Office for Civil Rights; and
2. Orthopedic Institute of Pennsylvania.

B. Jurisdiction

OIP receives Federal financial assistance through its participation in the Medicaid program and is subject to Section 504 and its implementing regulation, 45 C.F.R. Part 84. Those legal authorities prohibit discrimination on the basis of disability in any program or activity receiving Federal financial assistance.

C. Purpose of Agreement

The purpose of this Agreement is to ensure OIP’s compliance with Section 504 and its implementing regulation. OIP 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 OIP and OCR.

The actions described in this Agreement fully address the issues raised in the complaint, OCR transaction number 08-85961. It is understood and agreed by OCR that completion of these actions will ensure that OIP is in compliance with Section 504 as it pertains to the issues specifically addressed during this investigation. The Agreement shall not be deemed or construed to be an admission or evidence of any violation of any law or regulation or of any liability or wrongdoing on the part of OIP or its staff.

II. Definitions

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

- A. **Appropriate Auxiliary Aids and Services** include, but are not limited to, qualified sign language, oral, or relay interpreters, note-takers, computer-assisted real time transcription services, written materials, pictographs, telephone handset amplifiers, assistive listening devices and systems, telephone compatible hearing aids, closed caption decoders, open and closed captioning, teletypewriters (“TTYs,” also known as “TDDs”), video interpreting services (VIS), 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 OIP Personnel about the Patient, participate in any treatment decision, play a role in communicating the Patient’s needs, condition, history, or symptoms to OIP Personnel or help the Patient act on the information, advice, or instructions provided by OIP 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 OIP Personnel would ordinarily and regularly communicate regarding the Patient’s medical condition.
- C. **OIP Personnel** means all OIP employees, as well as independent contractors with contracts to work for OIP, who have or are likely to have direct contact with Patients and/or Companions as defined herein.
- D. **Patient** is broadly construed to mean any individual who is seeking or receiving health care services from OIP, including such services as consultations, treatment, the opportunity to attend health education classes

or discussions about billing.

- E. **Qualified Interpreter** includes “sign language interpreters,” “oral interpreter”, 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 for 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 OIP 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.
- F. **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.

III. General Provisions

- A. **Facilities Covered by Agreement.**

This Agreement covers all offices of OIP, including the main office located at 3399 Trindle Road, Camp Hill, PA 17011; the Harrisburg office, located at 450 Powers Avenue, Harrisburg, PA 17109; the Hershey office, located at 32 Northeast Drive, Suite 201, Hershey, PA 17033; and all other locations where appointments are offered.

B. Suspension of Administrative Actions.

Subject to the continued performance by OIP of the stated obligations and required actions contained in this Agreement and in conformity with Section III.H, "Compliance with the Terms of Agreement," OCR shall suspend administrative actions on OCR Transaction Number 08-85961.

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) days following the Effective Date of this Agreement (the "Term"). At such time, the Agreement shall terminate, provided that OCR determines that OIP is in compliance with the Agreement. Notwithstanding the Term of this Agreement, OIP acknowledges that it shall comply with Section 504 for so long as it continues to receive Federal financial assistance.

D. Effective Date of Provisions of the Agreement.

Unless expressly provided otherwise in this Agreement, the effective date of provisions in the Agreement is the date that both parties have signed the Agreement.

E. OIP'S Continuing Obligation.

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

F. 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 OIP 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.

G. Prohibition Against Retaliation and Intimidation.

OIP 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.

H. OCR's Review of OIP's Compliance with Agreement.

OCR may, at any time, review OIP's compliance with this Agreement. As part of such review, OCR may require OIP to provide written reports; and, during regular business hours, permit inspection of its facilities, interviews of witnesses, and examination and copying of documents. Throughout the term of this Agreement, OIP agrees to retain records required by OCR to assess OIP's 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 OIP, and will not disclose their contents except where necessary in formal enforcement proceedings or where otherwise required by law.

I. Compliance with the Terms of Agreement.

In consideration of OIP'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. 08-85961. In the event that OCR notifies OIP that OIP has failed 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 OIP's compliance with Section 504. Such measures may include administrative proceedings to suspend, terminate, or refuse to grant or continue HHS financial assistance to OIP, and/or referral of the case to the United States Department of Justice for judicial proceedings to enforce the law.

J. Non-Waiver Provision.

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

K. **Entire Agreement.**

This Agreement constitutes the entire understanding between OIP and OCR in resolution of OCR Transaction Number 08-85961. Any statement, promise or agreement not contained herein shall not be enforceable through this Agreement.

L. **Modification of Agreement.**

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

M. **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.

M. **Authority of Signer.**

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

N. **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.

O. **Technical Assistance.**

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

IV. General Obligations

A. Disability Non-discrimination.

OIP 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 OIP as required by Section 504.

B. Non-discrimination by Association.

OIP 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, OIP 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 OIP Personnel and the public regarding immediate access to, and proper use of, the appropriate auxiliary aids and services required by this Agreement. The Section 504 Coordinator shall also oversee and ensure the quality of interpreters and other auxiliary aids and services that OIP uses.

D. Section 504 Grievance Procedure

Within sixty (60) calendar days after the Effective date of this Agreement, OIP shall submit to OCR for review and approval, a grievance procedure for addressing complaints of disability discrimination, including complaints regarding the failure to provide appropriate auxiliary aids and services. As required by 45 C.F.R. 84.7(b), 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 Notice of Grievance Procedures at Attachment A).

Within thirty (30) calendar days of approval of the grievance procedure by OCR, OIP shall implement the grievance procedure.

E. Notice of Nondiscrimination under Section 504

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

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

This information shall be communicated by:

1. Posting signs in visible locations at all OIP's entry points;
2. Including this information in the next regularly scheduled printing of brochures, pamphlets, promotional literature and other written information about OIP, which are disseminated to current or prospective Patients at conferences and other public events, or placed in waiting rooms;
3. Until all of the information in Section IV.E of this Agreement is included in the next regularly scheduled printing of materials identified in Section IV.E.2, OIP must create and disseminate inserts to be included in all brochures, pamphlets, promotional literature and other written information about OIP, which are disseminated to current or prospective Patients at conferences and other public events, or placed in waiting rooms. Such inserts must contain language consistent with the substance of Section IV.E.
4. Posting the information on OIP's website.

V. Provision of Appropriate Auxiliary Aids and Services.

A. Recognition.

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

B. Initial Assessment.

OIP shall consult with the deaf or hard-of-hearing Patient and/or Companion, wherever possible, to determine which appropriate auxiliary aids and services are needed to ensure effective communication. While consultation is strongly encouraged, the ultimate decision as to which measures to take to ensure effective communication rests in the hands of OIP Personnel, provided that the method chosen results in effective communication. The assessment made by OIP 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 a particular 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 from treatment).

In the event that communication is not effective, OIP Personnel shall reassess which appropriate auxiliary aids and services are necessary, in

consultation with the deaf or hard-of-hearing Patient and/or Companion, where possible.

C. **Time for Assessment.**

1. **Scheduled Appointments.** OIP Personnel shall determine which appropriate auxiliary aids and services 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 OIP Personnel shall perform a communication assessment as part of each initial assessment and take such steps as are necessary to ensure that the assessment accompanies the patient throughout treatment and is readily available for use by each person who has contact with the patient.

2. **Non-Scheduled Incidents** (all situations not covered by “Scheduled Appointments”). The determination of which appropriate auxiliary aids and services are necessary to ensure effective communication, and the timing, duration, and frequency with which they will be provided shall be made by OIP Personnel upon the arrival of the deaf or hard-of-hearing Patient and/or Companion at OIP. Trained OIP Personnel shall perform a communication assessment as part of each initial assessment and take such steps as are necessary to ensure that the assessment accompanies the patient throughout treatment and is readily available for use by each person who has contact with the patient..

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

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

provided to the deaf or hard-of-hearing Patient and/or Companion and retained by OIP.

D. General Circumstances When Auxiliary Aids Will Be Provided.

OIP shall provide auxiliary aids and services, 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 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. Explaining the reason for, how to take, and possible side effects of, medication;
7. Discussing complex financial or insurance matters;
8. Making educational presentations; 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 and services 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:** OIP shall make a qualified interpreter available at the time of the appointment, if an interpreter is necessary for effective communication.

2. **Non-scheduled Incidents:** OIP shall make a qualified interpreter available no later than two (2) hours from the time the request is made, if an interpreter is necessary for effective communication.

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, OIP shall not 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 OIP Personnel and such Patient and/or Companion, except that such person may provide such assistance if all four of the following factors are present:

i. such person wishes to provide such assistance;

ii. the Patient or Companion wishes such person to provide such assistance and OIP staff has made a good faith effort to obtain a written acknowledgment from the Patient or Companion that he/she agrees to the use of such person to interpret or facilitate communication. If the Patient or Companion is not willing to provide a written acknowledgment, OIP staff shall document its good faith efforts to obtain such acknowledgment and the reason why the acknowledgment was not obtained;

iii. the Patient and Companion has been made aware of the full range of communication facilitating options available free of charge; and

iv. such use is necessary or appropriate under the circumstances, giving appropriate consideration to any privacy, confidentiality, and conflict of interest issues that may arise.

G. **Procedures for Obtaining Qualified Interpreters in a Timely Manner.**

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

1. Request a qualified interpreter from a list of qualified interpreters maintained by OIP, from among any qualified sign language interpreters on

OIP staff, or from an agency with whom OIP has an ongoing contract for qualified sign language or oral interpreter services;

2. Exert reasonable efforts to contact any qualified interpreting agencies known to OIP 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. **Telephone Communications.**

OIP shall use the Telecommunication Relay Service to ensure that Patients and/or Companions who are deaf or hard-of-hearing can communicate effectively by telephone.

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

A. Within sixty (60) calendar days after the Effective Date of this Agreement, OIP shall revise and submit to OCR for review and approval, 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 OIP Section 504 Coordinator, including an explanation of how OIP Personnel will work together to ensure effective communication with deaf or hard-of-hearing Patients and/or Companions;

2. Provision of appropriate auxiliary aids and services, 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 applicable), and measures to oversee and ensure the quality of the services provided by qualified interpreters;

4. Provision of training to new and existing OIP Personnel about the obligation to ensure effective communication with deaf or hard-of-hearing Patients and/or Companions; and
 5. 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.
- B. Within thirty (30) calendar days of approval by OCR, OIP shall implement the revised policies and procedures to provide effective communication with deaf or hard-of-hearing Patients and/or Companions. OIP shall disseminate the revised policies and procedures to OIP Personnel and publish them in an OIP-wide communication piece for OIP Personnel.

VII. Training of OIP Personnel

Within sixty (60) calendar days of approval by OCR of OIP's revised policies and procedures for providing effective communication with Patients and/or Companions who are deaf or hard-of-hearing, OIP shall take the following steps to ensure that OIP Personnel receive training on the revised policies and procedures:

1. OIP shall provide training to all OIP 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 OIP 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.
2. OIP shall provide training to all OIP Personnel who have interactions with Patients and/or Companions on the use of the Telecommunication Relay Service or other technology employed by OIP.

VIII. Reporting

A. Auxiliary Aid Logs.

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

1. Documentation as to total number of requests for interpreting services received by OIP, the total number of qualified interpreters provided, the sources of the qualified interpreter, the number of untimely responses for requests for interpreters, and actual response times for all requests.
2. Supporting documentation as to qualified interpreter contracts, qualified interpreter call lists and schedules (for in-house qualified interpreters), and other supporting information to clarify the information in the compliance report.

Such Auxiliary Aid Log shall be retained by OIP throughout the balance of the Term of this Agreement. Additionally, OIP is required to maintain the underlying records to support this Auxiliary Aid Log throughout the balance of the Term of this Agreement.

B. Compliance Reports.

Within one hundred eighty (180) calendar days after the Effective Date of this Agreement, OIP 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 were provided to OIP Personnel; and
2. Documentation and a letter certifying that the training of OIP 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. A copy of the Auxiliary Aid Log, reflecting all requests for auxiliary aids since the log was created pursuant to Section VIII.A of this Agreement.

Within three hundred thirty (330) calendar days after the Effective Date of this Agreement, OIP shall provide OCR with documentation and a letter certifying that OIP has completed all the actions required by the Agreement.

a. **Maintenance of Records.**

OIP 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

_____ Date:

Executive Director
Orthopedic Institute of Pennsylvania

_____ Date:

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