

Voluntary Resolution Agreement
Transaction No.12-134888
Shenandoah Memorial Hospital

VOLUNTARY RESOLUTION AGREEMENT

Between the

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

and

SHENANDOAH MEMORIAL HOSPITAL

Transaction Number: 12-134888

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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 Shenandoah Memorial Hospital (SMH). SMH is a 25-bed community hospital located in Woodstock, Virginia that provides 24-hour emergency services, a medical-surgical unit, rehabilitation services, and behavioral health services, among other health programs and services. SMH has been designated a Critical Access Hospital (CAH). CAHs receive special cost-based reimbursement for most Medicare beneficiaries and are thereby enabled to provide beneficiaries in rural areas with quality access to primary and emergency health care services.

This Agreement resolves a compliance review, Transaction Number 12-134888, initiated by OCR on December 14, 2011.

A. Parties to the Agreement

1. United States Department of Health and Human Services, Office for Civil Rights; and
2. Shenandoah Memorial Hospital

B. Jurisdiction

SMH receives Federal financial assistance from USDHHS, and is therefore 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. Title VI implementing regulations prohibit both intentional discrimination and policies and practices that appear neutral but have a discriminatory effect. Policies that have an adverse effect on the ability of national origin minorities to meaningfully access services may also constitute a violation of Title VI.

C. Purpose of the Agreement

To resolve this compliance review expeditiously and without further burden or expense of additional review or enforcement proceedings, SMH agrees to the terms stipulated in this Agreement and affirms its assurance of compliance with all provisions of Title VI. The promises, obligations or other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between OCR and SMH.

The actions described in this Agreement fully address the issues found in OCR's compliance review, Transaction Number 12-134888. SMH's completion of these actions will ensure that SMH is in compliance with Title VI as it pertains to the issues specifically addressed during this compliance review. It is understood and agreed by OCR that SMH's 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 SMH 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 services to persons with limited English proficiency (LEP).

II. Definitions

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

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

- B. Contractor** means any entity that performs work or provides services on behalf of SMH under a contractual agreement with reimbursement, which includes monies allocated to SMH as Federal financial assistance from USDHHS.
- C. 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 SMH's programs or services.
- D. 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 an "interpreter" under this Agreement.
- E. Language Assistance Coordinator** means the individual designated by SMH to coordinate and oversee the implementation of language assistance services for SMH.
- F. Language Assistance Services** means all oral and written language services needed to assist LEP individuals to communicate effectively with SMH staff, sub-recipients, contractors, and vendors to provide LEP individuals with meaningful access to, and an equal opportunity to participate fully in, the programs administered by SMH.
- G. Limited-English Proficient (LEP) 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 SMH staff and have meaningful access to, and participate fully in, the administered by SMH.
- H. SMH Staff** means all SMH employees and physicians with staff privileges, as well as independent contractors who work for SMH, including, but not limited to, 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.

- I. Vital Documents** shall include, but are not limited to: applications; consent forms; complaint forms; intake 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.

III. General Provisions

A. Facilities Covered by the Agreement

This Agreement covers all departments and programs at SMH. SMH is a part of Valley Health System, a nonprofit organization that operates health care institutions in Virginia, West Virginia, and Maryland. Valley Health may choose to implement the changes that are part of this Agreement within its other facilities and may contact OCR for technical assistance. OCR will respond to these additional requests for technical assistance as resources permit. Any changes made in facilities other than SMH will remain outside the scope of this Agreement and will not be subject to the Agreement's stipulations.

B. Effective Date and Duration of Agreement

This Agreement shall become effective on the date it is signed by OCR (Effective Date) and shall remain in effect for two (2) years or until OCR's written acceptance of the final progress report pursuant to Section IV.P, whichever date is later. At such time, the Agreement will terminate, provided SMH is in substantial compliance with the Agreement as determined by OCR in its judgment upon its review of the compliance reports and other relevant information pursuant to Section III.F. Notwithstanding the aforementioned time limitation, SMH acknowledges that it will comply with Title VI and other applicable Federal nondiscrimination statutes and their implementing regulations for as long as it continues to receive Federal financial assistance.

C. SMH's Continuing Obligation

Nothing in this Agreement is intended to relieve SMH of its obligation to comply with other applicable non-discrimination statutes and their implementing regulations.

D. 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 SMH and the subject matter of the Agreement. The Agreement does not address or resolve issues involved in any other complaint investigations, compliance reviews, or administrative action under Federal laws by other Federal agencies, including any action or investigation under Title VI.

E. Prohibition Against Retaliation and Intimidation

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

F. OCR's Review of SMH's Compliance with the Agreement

OCR may, at any time, review SMH's compliance with this Agreement. As part of such review, OCR may require written reports, inspection of SMH's facilities, access to witnesses, and copies of documents. Throughout the duration of the Agreement, SMH agrees to retain records required to assess its compliance with the Agreement. OCR will maintain the confidentiality of all documents, files and records received from SMH and will not disclose their contents except where necessary in formal enforcement proceedings or where otherwise required by law.

G. Failure to Comply with the Terms of the Agreement

If at any time OCR determines that SMH has failed to comply with any provision of this Agreement, OCR shall notify SMH in writing. The notice shall include a statement of the basis for OCR's determination and shall allow SMH thirty (30) calendar days to either:

1. Explain in writing the reasons for its actions and describe the remedial actions that have been or shall be taken to achieve compliance with this Agreement; or
2. Dispute the accuracy of OCR's findings.

On notice to SMH, OCR may shorten the 30-calendar day period if it determines that a delay would result in irreparable injury. If SMH does not respond to the notice, or if, upon review of SMH's response, OCR determines that SMH has not complied with the terms of the Agreement, OCR reserves the right to reopen its investigation of SMH's compliance with Title VI. OCR may incorporate into its reopened investigation any relevant evidence of noncompliance with this Agreement, and any relevant evidence gathered by OCR prior to the signing of this Agreement.

H. 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 other provisions of this Agreement.

I. Entire Agreement

This Agreement constitutes the entire understanding between SMH and OCR in resolution of OCR Transaction Number 12-134888. Any statement, promise, or agreement not contained herein shall not be enforceable through this Agreement.

J. Modification of Agreement

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

K. Effect of SMH's Program Changes

SMH reserves the right to change or modify its programs, so long as SMH ensures compliance with Title VI and its implementing regulations, other applicable Federal statutes, and the provisions of this Agreement. Significant program changes that may affect SMH's compliance with this Agreement or any applicable statutes and regulations within OCR's jurisdiction must be promptly reported to OCR.

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 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. § 552 and its implementing regulations, 45 C.F.R. Part 5.

M. Authority of Signer

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

N. Third Party Rights

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

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 this 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 by them hereunder.

P. Technical Assistance

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

Q. Miscellaneous

When OCR verifies that SMH has completed all actions contained in this Agreement, OCR shall consider all matters related to OCR's investigation resolved and so notify SMH in writing.

IV. Specific Provisions

A. Recognition

SMH recognizes that LEP individuals need language assistance services in order to access and fully participate in programs operated by SMH. Pursuant to this Agreement, Title VI and SMH policy, SMH 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 activities administered by SMH. This includes ensuring effective communication between LEP individuals and SMH staff.

B. Language Assistance Coordinator

Within fifteen (15) calendar days after the Effective Date of this Agreement, SMH shall designate a senior staff person to serve as its Language Assistance Coordinator and notify OCR of its designation.

C. Development of Notice of Nondiscrimination

Within sixty (60) calendar days after the Effective Date of this Agreement, SMH shall develop and submit to OCR the Notice of Nondiscrimination (Attachment A), which states that SMH does not discriminate on any ground prohibited by Federal law, including race, color, national origin, disability, age and sex; provides information for filing complaints; and provides SMH's and OCR's contact information. OCR shall review and provide SMH with written comments for the policy within thirty (30) calendar days of receipt. The Notice of Nondiscrimination shall not be implemented by SMH without approval of OCR.

Within ninety (90) calendar days of OCR's approval, SMH shall implement the changes and shall notify Patients, Companions and SMH staff of the information contained in the Notice of Nondiscrimination by:

1. Posting signs in visible locations in SMH and on the SMH website; and
2. Offering additional assistance, including prominently displayed signage translated into frequently encountered languages.

D. Revision of Nondiscrimination Statement

Within sixty (60) calendar days after the Effective Date of this Agreement, SMH shall revise and submit to OCR the Nondiscrimination Statement (Attachment B). OCR shall review and provide written comments for the Nondiscrimination Statement within thirty (30) calendar days of its receipt. The Nondiscrimination Statement shall not be implemented by SMH without approval of OCR.

Within ninety (90) calendar days of OCR's approval, SMH shall implement the changes and shall notify Patients, Companions and SMH staff of the information contained in the Nondiscrimination Statement by including the statement in major SMH publications and brochures.

E. Development of LEP Policy

Within sixty (60) calendar days after the Effective Date of this Agreement, SMH shall develop and submit to OCR the LEP Policy (Attachment C), to provide language assistance to LEP individuals in accordance with the provisions contained herein and Title VI. OCR shall review and provide SMH with written comments within thirty (30) calendar days of receipt.

Within ninety (90) calendar days of OCR's review and approval, SMH shall implement the changes to the policy and shall immediately disseminate it to all SMH staff and post it on SMH's website. During the interim period, SMH will provide competent language assistance services pursuant to the current SMH Interpreter Policy (Interpreter Services - SMH) and Title VI.

F. Assessment of Linguistic Needs

Within sixty (60) calendar days after the Effective Date of this Agreement, and every three years thereafter, SMH shall assess the language needs of LEP individuals who are eligible and are likely to be directly affected by its programs to ensure that timely, competent language assistance services are provided. SMH shall submit its language assessment to OCR in accordance with Section IV.P. (Reporting Requirements) of this Agreement. The language assessment shall identify the following:

1. The non-English languages likely to be encountered in SMH programs.

2. An estimate of the number of LEP individuals likely to be directly affected by SMH's programs, and their languages, arrived at by reviewing various sources of information, including but not limited to:
 - a. Census data;
 - b. Utilization data from interpreter logs and telephonic interpreter services records;
 - c. Public school system data;
 - d. Data from state and local governments (i.e. health district data); and
 - e. Data from community agencies and organizations.

G. Notification to LEP Individuals of the Availability of Free Language Assistance Services

Within six (6) months after the Effective Date of this Agreement, SMH shall ensure it provides meaningful notice to LEP individuals of the right to free language assistance. Such notice shall include posters and signs translated into frequently-encountered languages continuously and prominently displayed in SMH waiting rooms, reception areas, and other points of entry.

H. Development of Complaint Procedures Regarding Language Assistance Services

1. Within ninety days (90) calendar days after the Effective Date of this Agreement, SMH shall develop and implement uniform procedures for receiving and responding to complaints and concerns from LEP individuals with regard to language assistance services.
2. Within six (6) months after the Effective Date of this Agreement, SMH shall provide meaningful notice to LEP individuals of the policies and procedures pursuant to Section IV.H.1. Notice of complaint procedures may be combined with the means of notification (i.e. posters) described in Section IV.G. Notification of complaint procedures shall include:
 - a. A brief description of SMH's internal complaint procedure process;
 - b. SMH's internal hotline contact information; and
 - c. OCR's contact information.

I. Translation Policy

Within sixty (60) days after the Effective Date of this Agreement, SMH shall develop and submit to OCR a written policy that includes the following:

1. The process for identifying vital documents for translation and for determining the language(s) into which they will translated; and
2. The specific staff procedures for requesting translation of a document.

OCR shall provide SMH with written comments within thirty (30) calendar days of receipt. Within ninety (90) calendar days of OCR's review and approval, SMH shall implement the changes to the policy and shall immediately disseminate it to all SMH staff.

J. Website Notification

Within six (6) months after the Effective Date of this Agreement, SMH shall ensure prominent posting of the following policies on its public website in both English and frequently encountered language(s):

1. LEP Policy (specifying the provision of free interpreter and translation services);
2. Complaint Procedures (pursuant to Section IV.H); and
3. Notice of Nondiscrimination.

K. Monitoring Language Assistance Services

Within ninety (90) calendar days after the Effective Date of this Agreement, SMH will report on the status of the LEP Patient Satisfaction Survey, a set of questions for inclusion in the existing SMH Patient Survey Tool to gauge LEP patients' satisfaction with language assistance services.

L. Interpreter Checklist

Within one hundred and twenty (120) calendar days after the Effective Date of this Agreement, SMH will submit a draft Interpreter Checklist to OCR for review and approval. All SMH interpreters will use the Interpreter Checklist to ensure that all major topic areas are covered and interpreted during a Patient encounter (e.g., discharge instructions, privacy policies). OCR shall review and provide written comments within thirty (30) calendar days of its receipt. Within thirty (30) calendar days of OCR's review and approval, SMH shall implement the changes to the Checklist and shall immediately disseminate it to appropriate SMH staff and interpreters.

M. LEP Patient Referrals from Shenandoah County Free Clinic

Within sixty (60) calendar days after the Effective Date of this Agreement, SMH, in collaboration with the Shenandoah County Free Clinic (SCFC), will establish a policy and procedures through which appropriate language assistance services (e.g., an interpreter) are scheduled for all Patient referral appointments made by the SCFC to SMH that require the use of language assistance services. OCR shall review and provide SMH with written comments for the policy and procedures within thirty (30) calendar days of receipt. Within ninety (90) calendar days of OCR's review and approval, SMH shall implement the changes and shall disseminate the policy and procedures to SMH and SCFC staff.

N. Training

Within one hundred and twenty (120) calendar days after the Effective Date of this Agreement, and in collaboration with the Language Assistance Coordinator, SMH shall develop and submit to OCR the staff training materials on SMH's policies and procedures for communicating with and serving LEP individuals. OCR shall review and provide SMH with written comments within thirty (30) calendar days of receipt. Within eight (8) months after the Effective Date of this Agreement, and in collaboration with the Language Assistance Coordinator, SMH will provide mandatory training for all SMH staff, who have regular contact with Patients, potential Patients and Companions on SMH's policies and procedures for communicating with and serving LEP individuals. Thereafter, training on these policies and procedures shall be conducted annually and at orientation for new employees, or at least within ninety (90) calendar days of employment. Training may be conducted online provided SMH implements a process to ensure

that staff trained through online methods can proficiently utilize language assistance resources when serving LEP persons.

1. The training program shall be of sufficient content and duration to cover the following:
 - a. 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;
 - b. The importance of effective communication with LEP individuals;
 - c. The impact of ethnic and cultural differences on effective communication and the need for health care to be provided in a culturally and linguistically appropriate manner;
 - d. SMH's LEP Policy and related procedures;
 - e. The policies and procedures outlined in this Agreement; and
 - f. Any specific policies and procedures relevant to a particular department's interactions with LEP Patients.
2. SMH shall maintain a training registry that records the names of staff members who have been trained and the dates when training was completed.
3. Training under this section shall include training for all physicians working at the hospital, including physicians working as contractors and physicians working under staff or admitting privileges.

O. Outreach

Within six (6) months after the Effective Date of this Agreement, and in collaboration with the Language Assistance Coordinator, SMH shall create a plan to implement meaningful outreach to LEP communities in SMH's service area. The plan will outline three (3) distinct outreach activities that SMH will complete each calendar year. Each activity must at least do the following:

1. Target programming to an LEP community in SMH's service area;
2. Have an attendance of at least 20 participants; and

3. Provide an overview of the services offered at SMH, including information on the hospital's preventive health offerings and how to access those services.

P. Reporting Requirements to OCR

All reporting requirements found herein shall apply only to those SMH programs specifically identified under Section III.A. and any other SMH program added by law throughout the duration of this Agreement.

1. Within sixty (60) calendar days after the Effective Date of this Agreement, SMH shall submit to OCR written policies and procedures pursuant to Sections IV.B., C., D., and E. of this Agreement.
2. Within sixty (60) calendar days after the Effective Date of this Agreement, SMH shall submit to OCR the data collected pursuant to Sections IV. F. of this Agreement.
3. Within six (6) months after the Effective Date of this Agreement and every six (6) months thereafter for the duration of the Agreement, SMH shall submit to OCR a progress report detailing the status of each of the provisions listed under Sections IV. B. – O. of this Agreement.

V. Signatures

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

s/

8/12/12

Floyd Heater
President, CEO
Shenandoah Memorial Hospital

Date

s/

8/28/12

C

Frank Campbell U
Acting Regional Manager, Region III
U.S. Department of Health and Human Services
Office for Civil Rights

Date

Attachment A

SAMPLE NOTICE OF NONDISCRIMINATION

As a recipient of Federal financial assistance, Shenandoah Memorial Hospital (SMH) does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of race, color, national origin, disability, age or sex in admission to, participation in, or receipt of the services and benefits under any of its programs and activities, whether carried out by SMH directly or through a contractor or any other entity with which SMH arranges to carry out its programs and activities.

This statement is in accordance with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Section 1557 of the Patient Protection and Affordable Care Act, and Regulations of the U.S. Department of Health and Human Services issued pursuant to these statutes at Title 45 Code of Federal Regulations Parts 80, 84, and 91.

SMH has adopted an internal grievance procedure providing for the prompt and equitable resolution of grievances. In case of questions or to file a complaint, please contact:

[Name, Title]

[Address]

[Telephone Number, Fax Number, TDD/ TTY]

Filing a grievance with SMH does not prevent filing with the:

Office for Civil Rights
U.S. Department of Health and Human Services
150 South Independence Mall West, Suite 372
Philadelphia, PA 19106-9111
Main Line: (215) 861-4441
Toll-Free Hotline: (800) 368-1019
FAX: (215) 861-4431
TDD: (215) 861-4440
Website: www.hhs.gov/ocr/

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Attachment B

SAMPLE NONDISCRIMINATION STATEMENT [for major publications or brochures]

Shenandoah Memorial Hospital (SMH) does not discriminate against any person on the basis of race, color, national origin, disability, age or sex in admission, treatment, or participation in its programs, services and activities, or in employment. For further information about this policy, contact: [*insert name and/or job title, telephone number, fax number, and TDD, TTY or State Relay operator number*].

Attachment C

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

POLICY:

Shenandoah Memorial Hospital (SMH) 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 SMH 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.

SMH 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

SMH 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," available online at www.lep.gov) 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 COMPETENT INTEPRETER

[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 competent 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) with whom you have contracted or made arrangements] have/has agreed to provide competent 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 SMH 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) SMH will set benchmarks for translation of vital documents into additional languages over time.

4. PROVIDING NOTICE TO LEP PERSONS

SMH 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, SMH will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, SMH 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]*.