

VOLUNTARY RESOLUTION AGREEMENT

BETWEEN THE

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

AND

HERITAGE HILLS LIVING & REHABILITATION CENTER, LLC

OCR TRANSACTION NUMBER: 16-232916

I. Introduction

The parties to this Voluntary Resolution Agreement (the “Agreement”) are the United States Department of Health and Human Services, Office for Civil Rights (“OCR”), and Heritage Hills Living & Rehabilitation Center, LLC (“Heritage Hills”). Heritage Hills is a for-profit, eighty-one bed, certified skilled nursing facility located in the City of McAlester, in Pittsburg County, Oklahoma. This Agreement resolves OCR Transaction Number: 16-232916. Based on the allegations raised in the complaint, OCR initiated an investigation into whether Heritage Hills discriminated against the Complainant’s daughter on the basis of the daughter’s disability (HIV/AIDS), in violation of Section 504 of the Rehabilitation Act of 1973 and Section 1557 of the Affordable Care Act. Specifically, the Complainant alleged that on December 16, 2015, Heritage Hills discharged her daughter from its skilled nursing facility because the daughter had HIV/AIDS.

A. Parties to the Agreement:

1. United States Department of Health and Human Services, Office for Civil Rights; and
2. Heritage Hills Living & Rehabilitation Center, LLC.

B. Jurisdiction:

OCR is responsible for enforcing Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and its implementing regulations, 45 C.F.R. Part 84 (“Section 504”). Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance. Additionally, OCR enforces Section 1557 of the Affordable Care Act (ACA), 42 U.S.C. § 18116 (“Section 1557”). Section 1557 prohibits discrimination on the basis of race, color, national origin, sex, age and disability in certain health programs and activities, as defined in 45 C.F.R § 92.4. Section 1557 provides that, except as provided in Title I of the ACA, an individual shall not, on the grounds prohibited

under Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, or Section 504 of the Rehabilitation Act of 1973, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity, any part of which is receiving Federal financial assistance or under any program or activity that is administered by an Executive Agency or any entity established under Title I of the ACA. Under Section 504 and Section 1557, OCR has the authority, where appropriate, to negotiate and secure voluntary compliance agreements, and to bring enforcement actions which may include administrative proceedings to suspend, terminate, or refuse to grant or continue HHS financial assistance to the covered entity should OCR fail to secure voluntary compliance.

Heritage Hills receives Federal financial assistance (“FFA”) through its participation in the Medicare program and the Medicaid program and is subject to the requirements of Section 504 and Section 1557.

C. Purpose of the Agreement:

To resolve these matters without further burden or the expense of litigation, Heritage Hills agrees to the terms stipulated in this Agreement and affirms that it will comply with all provisions of Section 504 and Section 1557. Heritage Hills’ willingness to enter into this Agreement with OCR in no way constitutes an admission of liability. The promises, obligations or other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between Heritage Hills and OCR. The actions described in this Agreement fully address the issues described in the complaint.

II. Definitions

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

- A. “Patient”** means: any individual who is seeking or receiving health care or other services from Heritage Hills or from the employees and/or contractors under its supervision or control.
- B. “Heritage Hills” and/or “Heritage Hills staff”** means: employees and/or contractors under Heritage Hills’ supervision or control, including but not limited to physicians, the administrator, the admissions and marketing director, the director of nursing, registered nurses (RNs), licensed practical nurses (LPNs), and certified Advanced Unlicensed Assistants (AULs).
- C. “HIV”** means: (1) having tested positive for antibodies to the Human Immunodeficiency Virus (HIV); (2) being infected with HIV; (3) having Acquired Immune Deficiency Syndrome (AIDS); or (4) having any AIDS-related

opportunistic infection. For purposes of this Agreement, having HIV also means having a record of being in one of the four categories listed above; or being perceived or regarded as being in one of the four categories listed above.

III. General Provisions

- A. Recipient Covered by the Agreement:** This Agreement covers Heritage Hills, a certified and state-licensed skilled nursing facility located in McAlester, Oklahoma and all programs, services and activities Heritage Hills administers or provides directly or through sub-recipients or contractors thought the Term of this Agreement.

- B. Suspension of Administrative Actions:** Subject to Heritage Hills' continued performance of the stated obligations and required actions contained in this Agreement and in conformity with Section III-D, Failure to Comply with the Agreement, OCR shall suspend administrative action on OCR Transaction Number: 16-232916.

- C. Effective Date and Term of the Agreement:** This Agreement shall become effective on the date it is signed by all parties (the "Effective Date") and will remain in effect for twelve (12) months after the Effective Date, at which point if OCR determines that Heritage Hills has substantially complied with this Agreement, then OCR's review and monitoring of this Agreement shall terminate. Notwithstanding the Term of this Agreement, Heritage Hills acknowledges that it will comply with Section 504 and the analogous non-discrimination provisions of Section 1557 and other applicable Federal nondiscrimination statutes and their implementing regulations, for so long as it continues to receive Federal financial assistance.

- D. Failure to Comply with the Agreement:** If OCR determines that Heritage Hills has failed to substantially comply with any provision of this Agreement, the parties will confer and attempt to reach agreement as to what steps may be necessary to resolve the compliance issues to both parties' satisfaction. If an agreement is not reached, OCR may terminate this Agreement within thirty (30) calendar days' notice and take appropriate measures to effectuate Heritage Hills' compliance with Section 504 and Section 1557. Such measures may include OCR reopening its investigation of Heritage Hills' compliance with Section 504 and Section 1557. OCR may incorporate into its reopened investigation any relevant evidence of noncompliance with the Agreement and any relevant evidence obtained by OCR prior to signing of the Agreement. OCR may also exercise all rights available under Section 504 and Section 1557, including, but not limited to issuing noncompliance findings and initiating necessary enforcement proceedings.

- 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. Nothing in this Agreement shall be construed to limit or restrict OCR's statutory and regulatory authority to conduct future complaint investigations and compliance reviews related to Heritage Hills and the subject matter of this Agreement. This Agreement does not address or resolve issues involved in any other complaint investigation, compliance review, or administrative action under Federal laws by other Federal Agencies, including any action or investigation under Section 504 or Section 1557. Any unrelated compliance matter arising from subsequent reviews or investigations shall be addressed and resolved separately, including (but not limited to) matters arising under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 104-191, 110 Stat. 1936 (1996) (codified in scattered sections of 26, 29, and 42 U.S.C.).
- F. Prohibition Against Retaliation and Intimidation:** Heritage Hills shall not retaliate, intimidate, threaten, coerce or discriminate against any person who has filed a complaint or who has assisted or participated in the investigation of any matter addressed in this Agreement.
- G. OCR's Review of Heritage Hills' Compliance with the Agreement:** OCR may review Heritage Hills' compliance with this Agreement at any time while the Agreement is in effect. As part of such review, OCR may require written reports, access to witnesses, copies of documents, and/or inspection of Heritage Hills. Throughout the duration of this Agreement, Heritage Hills agrees to retain the records required by OCR to assess its compliance. OCR will maintain the confidentiality of all documents, files and records received from Heritage Hills; and will not disclose their contents except where necessary in formal enforcement proceedings or where otherwise required by law.
- H. Non-Waiver Provision:** OCR's failure 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.
- I. Entire Agreement:** This Agreement constitutes the entire understanding between Heritage Hills and OCR in resolution of OCR Transaction Number: 16-232916. Any statement, promise or agreement not contained herein shall not be enforceable through this Agreement.
- J. Modification of Agreement:** This Agreement may be modified by mutual agreement of the parties in writing.

- K. Publication or Release of Agreement:** OCR places no restrictions on the publication of this Agreement or its terms. In addition, OCR may be required to release this Agreement and all related materials to any person upon request, consistent with the requirements of the Freedom of Information Act, 5 U.S.C. § 522, and its implementing regulation, 45 C.F.R. Part 5.
- L. 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.
- M. Technical Assistance:** OCR will provide appropriate technical assistance to Heritage Hills regarding compliance with this Agreement, as requested and as reasonably necessary.
- N. Miscellaneous:** When OCR verifies that Heritage Hills has completed all actions contained in this Agreement, OCR shall consider all matters related to this investigation resolved and so notify Heritage Hills in writing.
- O. Authority of Signer:** The individual who signs this Agreement on behalf of Heritage Hills represents that he or she is authorized to bind Heritage Hills to the Agreement.
- P. Severability:** In the event that a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such provision shall be severed from the Agreement and all other provisions shall remain valid and enforceable; provided, however, that if the severance of any such provision materially alters the rights or obligation 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 obligation initially intended to them hereunder.
- Q. Successor in Interest:** This Agreement is binding on the Parties, and their successors in interest, and Heritage Hills shall have a duty to so notify all such successors in interest of the existence and terms of this Agreement.

IV. Obligations

- A. Nondiscrimination Policy:** Within fifteen (15) calendar days of the Effective Date of this Agreement, Heritage Hills shall adopt the Nondiscrimination Policy set forth in Appendix A. Heritage Hills shall also prominently display the Nondiscrimination Policy, attached as Appendix A, in its waiting area or lobby.

Within ninety (90) calendar days of the Effective Date of this Agreement, Heritage Hills shall:

- (1) publish the Nondiscrimination Policy (Appendix A or Appendix B) in Heritage Hills' pamphlets, brochures, website and/or other existing promotional materials, and in all future promotional materials, including journal, periodical or newspaper advertising purchased during the term of this Agreement. (Appendix B is the condensed version of the Nondiscrimination Policy and may be used in shorter documents, such as postcards and tri-fold brochures);
- (2) mail a completed cover letter (Appendix F) and a copy of the Nondiscrimination Policy (Appendix A) to the HIV/AIDS care providers located in Pittsburg County and listed in Appendix C;
- (3) mail a completed cover letter (Appendix F) and a copy of the Nondiscrimination Policy (Appendix A) to the hospitals located in Pittsburg County and listed in Appendix D; and
- (4) mail a completed cover letter (Appendix F) and a copy of the Nondiscrimination Policy (Appendix A) to any facility or agency, not referenced above, who has referred patients to Heritage Hills within the past two (2) years of the Effective Date of this Agreement.

B. Admissions Policy: Within fifteen (15) calendar days of the Effective Date of this Agreement, Heritage Hills shall revise its Admissions Policy to ensure that all individuals, including those with disabilities (including, but not limited to, HIV/AIDS), are provided equal access to and an equal opportunity to participate in all programs, benefits, services offered by Heritage Hills in a manner that does not discriminate based on disability. The revised Admissions Policy will be submitted to OCR for review and approval.

C. Grievance Procedure: Within fifteen (15) calendar days of the Effective Date of this Agreement, Heritage Hills shall revise its Grievance Procedure to make clear that said procedure provides for the prompt and equitable resolution of complaints alleging discrimination on the protected bases covered by Section 504 and Section 1557, as set forth in Appendix E.

D. Training: Heritage Hills shall,

- a. educate its management, admissions and patient care staff on the requirements of the VRA;
- b. educate its management, admissions and patient care staff on their obligations to provide individuals with HIV an equal opportunity to access Heritage Hills'

programs and benefits, as required by Section 504 and analogous provisions under Section 1557;

- c. arrange for its management, admissions, and patient care staff to complete six (6) hours of comprehensive training on HIV. Heritage Hills may consider training provided by the South Central AIDS Education and Training Center, through the University of Oklahoma Health Sciences Center (the Center) (<https://aidsetc.org/aetc-program/university-oklahoma-health-sciences-center>), which is funded by the HIV/AIDS Bureau of the Health Resources and Services Administration, U.S. Department of Health and Human Services. Alternatively, Heritage Hills may propose another training provider to OCR within thirty (30) days of the Effective Date of this Agreement. Heritage Hills should submit the name, address and phone number of the training provider, training materials and agenda for the training to OCR. If OCR has any concerns regarding the proposed training provider, materials or agenda OCR shall so notify Heritage Hills no later than thirty (30) calendar days after OCR's receipt of these materials.

Within sixty (60) calendar days of OCR's approval of the training provider, training materials, and agenda, Heritage Hills' staff shall complete the training on HIV to be provided by the Center (or another OCR-approved training provider). Heritage Hills shall ensure that each staff member completes the required hours of training. Training shall include, but not be limited to, a general overview of HIV, universal precaution measures, infection control procedures, and the use of post-exposure to HIV prophylaxis.

Within ninety (90) calendar days of OCR's approval of the training provider, training materials, and agenda, Heritage Hills shall provide comprehensive training for any member of its staff who was unable to attend the comprehensive training provided by the Center (or another OCR-approved training provider) due to illness or other exigent circumstances, or who was hired subsequent to the date that the initial comprehensive training was held.

E. Recordkeeping: Within fifteen (15) calendar days of the Effective Date of this Agreement, Heritage Hills shall develop and implement a log to maintain a record of all patients referred for admission to its skilled nursing facility. This log shall include but not be limited to:

- (1) a list of all patients by name or other unique identifier;
- (2) the applicant's HIV status;
- (3) the date of the referral;
- (4) the admissions decision;

- (5) the name and title of the individual(s) making the admissions decision;
- (6) for those who were not admitted, the reason for the decision and whether or not the individual's name will be maintained on a waiting list.

V. Reporting Requirements

Heritage Hills agrees to provide OCR with the following:

- A.** No later than fifteen (15) calendar days after the Effective Date of this Agreement:
 - (1) a list of each member of Heritage Hills' staff, by name and title.
- B.** No later than ninety (90) calendar days after the Effective Date of this Agreement, copies of:
 - (1) the Nondiscrimination Policy published in Heritage Hills' pamphlets, brochures, website and/or other existing promotional materials, including journal, periodical or newspaper advertising;
 - (2) a signed attestation by the President of Heritage Hills confirming that each member of Heritage Hills' management, admissions, and patient care staff has been provided a copy of the Nondiscrimination Policy, revised Admissions Policy, and revised Grievance Procedure approved by OCR and referenced in Section VI (A), (B), and (C);
 - (3) a signed attestation by the President of Heritage Hills confirming that the cover letter and Nondiscrimination Policy were mailed to the HIV/AIDS care providers located in Pittsburg County and listed in Appendix C;
 - (4) a signed attestation by the President of Heritage Hills confirming the cover letter and Nondiscrimination Policy were mailed to the hospitals located in Pittsburg County and listed in Appendix D;
 - (5) a list of facilities and agencies who have referred patients to Heritage Hills within the past two (2) years and a signed attestation by the President of Heritage Hills confirming that the cover letter and Nondiscrimination Policy were mailed to each identified facility and agency;
- C.** No later than one hundred twenty calendar (120) days after the Effective Date of this Agreement, a copy of a list of individuals, by name and title, who have attended the trainings required at Section IV (D).

- D.** Within thirty (30) calendar days of receipt, Heritage Hills will provide OCR a copy of any grievances, filed by, or on behalf of, a patient, which involve alleged discrimination on any protected basis under Section 504 or Section 1557. This includes, but is not limited to, such grievances as may be filed with Heritage Hills and/or a member of its staff and/or with any Federal, state or local agency; medical board; licensing entity; or health care quality improvement organization. Upon resolution of the grievance, Heritage Hills will submit a response to OCR describing any actions taken by Heritage Hills and the outcome/resolution of the grievance.

- E.** At one hundred eighty (180) calendar days and three hundred sixty (360) calendar days after the Effective Date of this Agreement, Heritage Hills will provide copies of the log established and maintained by Heritage Hills, pursuant to Section IV (E).

VI. Signatures

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

/s/

July 27, 2017

Charles Hardy, President and Owner
Heritage Hills Living & Rehabilitation Center, LLC

Date

/s/

August 1, 2017

Marisa M. Smith, Ph.D., Regional Manager
Office for Civil Rights, Southwest Region
U.S. Department of Health and Human Services

Date

Appendix A

Nondiscrimination Policy

Heritage Hills Living & Rehabilitation Center, LLC (Heritage Hills), does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of race, color, national origin, age, sex or disability (including, but not limited to, HIV/AIDS), in admission to, participation in, or receipt of services or benefits under any of its programs or activities.

Heritage Hills does not deny admission to its facility, continued residence in its facility or medically appropriate treatment (as determined by reasonable medical judgment given the current state of medical knowledge) on the basis of an applicant's or resident's HIV status. If Heritage Hills staff have a question of whether admission, continued residence, or a medical procedure would benefit an applicant or resident with HIV/AIDS, and if the admission, continued residence, or medical procedure would be indicated in the absence of such condition, Heritage Hills staff shall consult with an infectious disease specialist or other appropriate specialist as time and circumstances permit, before making a final decision regarding, or recommendation to, the applicant or resident.

Heritage Hills shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability (including, but not limited to, HIV/AIDS), unless Heritage Hills can demonstrate that making the modifications would fundamentally alter the nature of the service, program or activity, or would result in undue financial and administrative burdens.

This statement is in accordance with the provisions of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and Section 1557 of the Patient Protection and Affordable Care Act of 2010.

If you believe that you have been discriminated against on the basis of race, color, national origin, age, sex, or disability (including, but not limited to, HIV/AIDS), you may file a grievance against Heritage Hills, and/or a member of its staff with the:

Civil Rights Coordinator
Heritage Hills Living & Rehabilitation
Center, LLC
411 N. West
McAlester, OK 74501
Voice: 918-423-2920
Fax: 918-423-1203

State Relay (English): 1-800-676-3777
State Relay (Spanish): 1-800-676-4290
(telephone to TTY)
State Relay (English): 1-800-676-3777
State Relay (Spanish): 1-800-676-4290
(TTY to telephone)

You may also file a complaint with the Office for Civil Rights.

NOTE: You do not have to file an internal grievance before filing a complaint with OCR.

Online:

<https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>

By mail:

U.S. Department of Health & Human Services

Office for Civil Rights, Southwest Region

1301 Young Street, Suite 1169

Dallas, TX 75202

Other options:

Voice: 1-800-368-1019

Fax: 214-767-0432

TDD: 214-767-8940

Appendix B

Nondiscrimination Policy (short-form)

[For shorter pamphlets and brochures, such as postcards and tri-fold brochures, as well as purchased advertising where space is limited, Heritage Hills may use the following short-form Nondiscrimination Policy:]

Heritage Hills Living & Rehabilitation Center, LLC (Heritage Hills), does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of race, color, national origin, age, sex or disability (including but not limited to HIV/AIDS), in admission to, participation in, or receipt of services or benefits under any of its programs or activities. For further information about this policy, contact the Heritage Hills Civil Rights Coordinator at 918-423-2920 (voice), 1-800-676-3777 (TTY to telephone) (English), or 1-800-676-4290 (TTY to telephone) (Spanish).

Appendix C

HIV/AIDS Care Providers Located in Pittsburg County, Oklahoma

The following list of relevant HIV/AIDS care providers, located in Pittsburg County, was taken from the Oklahoma State Department of Health—HIV/STD Service, Oklahoma HIV/AIDS Resource Guide (2010), <https://www.ok.gov/health2/documents/HIV-STDResourceGuide.pdf>:

Caring Hands Healthcare Centers, Inc.

1558 S. Main Street
McAlester, OK 74501

INNERCARE Oklahoma CMHC, Inc.

343 E. Carl Albert Parkway
McAlester, OK 74502

Mercy Clinic

McAlester Regional Health Center
4 East Clark Bass Boulevard, Suite 301
McAlester, OK 74501

Pittsburg County Health Department

1400 E. College Avenue
McAlester, OK 74501

Appendix D

Hospitals Located in Pittsburg County, Oklahoma

Attn: Discharge Planning
McAlester Regional Health Center
1 Clark Bass Boulevard
McAlester, OK 74501

Attn: Discharge Planning
Oklahoma Heart Hospital
721 S. George Nigh Expressway, Suite A
McAlester, OK 74501

Appendix E

Grievance Procedure

It is the policy of Heritage Hills Living & Rehabilitation Center, LLC (Heritage Hills) not to discriminate on the basis of race, color, national origin, sex, age, or disability. Heritage Hills has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and its implementing regulations at 45 C.F.R. Part 84; and Section 1557 of the Affordable Care Act (42 U.S.C. § 18116) and its implementing regulations at 45 C.F.R. Part 92. Section 504 prohibits programs receiving federal financial assistance from denying a qualified individual with a disability any aid, benefit, or service on the basis of the individual's disability. Section 1557 prohibits discrimination on the basis of race, color, national origin, sex, age or disability in certain health programs and activities, as defined in 45 C.F.R § 92.4. Section 1557 may be examined in the office of [INSERT NAME], Civil Rights Coordinator, 411 N. West, McAlester, OK 74501, 918-423-2920 (voice), 918-423-1203 (fax), who has been designated to coordinate the efforts of Heritage Hills to comply with Section 504 and Section 1557.

Any person who believes someone has been subjected to discrimination on the basis of race, color, national origin, sex, age, or disability may file a grievance under this procedure. It is against the law for Heritage Hills to retaliate against anyone who opposes discrimination, files a grievance, or participates in the investigation of a grievance.

Procedure:

- Grievances must be submitted to the [INSERT NAME], Civil Rights Coordinator, within sixty (60) days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Civil Rights Coordinator (or his/her designee) shall conduct an investigation of the complaint. This investigation may be informal, but it will be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Civil Rights Coordinator will maintain the files and records of Heritage Hills relating to such grievances. To the extent possible, and in accordance with applicable law, the Civil Rights Coordinator will take appropriate steps to preserve the confidentiality of files and records relating to grievances and will share them only with those who have a need to know.
- Heritage Hills will issue a written decision on the complaint, no later than thirty (30) days after its filing, including a notice to the complainant of his/her right to pursue further administrative or legal remedies.

The availability and use of this grievance procedure does not prevent a person from pursuing other legal or administrative remedies, including filing a complaint of discrimination on the basis of race, color, national origin, sex, age, or disability in court or with the U.S. Department of Health and Human Services, Office for Civil Rights. A person can file a complaint of discrimination electronically through the Office for Civil Rights Complaint Portal, which is available at: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

Office for Civil Rights, Southwest Region	Voice: 1-800-368-1019
U.S. Department of Health & Human Services	Fax: 214-767-0432
1301 Young Street, Suite 1169	TDD: 214-767-8940
Dallas, TX 75202	

Complaint forms are available at: <http://www.hhs.gov/ocr/office/file/index.html>. Such complaints must be filed within one hundred eighty (180) days of the date of the alleged discrimination.

Heritage Hills will make appropriate arrangements to ensure that individuals with disabilities and individuals with limited English proficiency are provided auxiliary aids and services or language assistance services, respectively, if needed to participate in this grievance process. Such arrangements may include, but are not limited to, providing qualified interpreters, providing taped cassettes of material for individuals with low vision, or assuring a barrier-free location for the proceedings. The Civil Rights Coordinator will be responsible for such arrangements.

Appendix F

Cover Letter for Nondiscrimination Policy

Heritage Hills Living & Rehabilitation Center, LLC
411 N. West
McAlester, OK 74501
918-423-2920 (voice), 918-423-1203 (fax)

[INSERT DATE]

[Company Name]
[Address Name]
[Street Address]
[City, State Zip Code]

Dear [Discharge Planning Unit/Referral Agency]:

Heritage Hills Living & Rehabilitation Center, LLC would like to inform you that, as a health care provider that receives Federal financial assistance from the U.S. Department of Health and Human Services, our skilled nursing facility does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of race, color, national origin, age, sex, or disability (including, but not limited to, HIV/AIDS), in admission to, participation in, or receipt of services or benefits under any of our programs or activities.

You are receiving this letter because you are a health care facility or agency within Pittsburg County or have referred individuals to our nursing facility in the past.

Enclosed you will find a copy of our Nondiscrimination Policy that we are asking you to share with individuals responsible for discharge planning in your organization and with individuals you believe may need our services.

Thank you for your partnership and assistance in informing the public of our commitment to ensuring that individuals receive an equal opportunity to receive services and benefits without regard to race, color, national origin, age, sex, or disability.

Regards,

Charles Hardy
President and Owner

Enclosure: Nondiscrimination Policy