

SETTLEMENT AGREEMENT
Between the
U.S. Department of Health and Human Services
Office for Civil Rights
Region II
and
Ramapo Manor Center for Rehabilitation and Nursing

A. BACKGROUND

1. The parties to this Settlement Agreement (hereinafter referred to as the "Agreement") are Ramapo Manor Center for Rehabilitation and Nursing (hereinafter referred to as "Ramapo") located in Suffern, New York and the Office for Civil Rights of the U.S. Department of Health and Human Services, Region II, located in New York, New York (hereinafter referred to as "OCR").
2. Ramapo acknowledges that, as a recipient of Federal financial assistance via Title XVIII (Medicare) of the Social Security Act of 1965, 42 U.S.C. § 1395 et seq., and Title XIX (Medicaid) of the Social Security Act of 1965, 42 U.S.C. § 1396 et seq., it is subject to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (hereinafter referred to as "Section 504") and its implementing regulation promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Part 84.
3. On December 15, 2008, OCR received a complaint (OCR reference number 09-92337) from an individual against Ramapo, alleging discrimination on the basis of disability. Specifically, the Complainant alleged that Ramapo discriminated against the affected party on the basis of disability (deaf), by denying him admission to Ramapo in violation of Section 504. OCR found that Ramapo violated Section 504 and its implementing regulation when it revoked the affected party's admission to Ramapo and when it denied his request for a sign language interpreter.
4. Ramapo denies the allegations set forth in the complaint, OCR reference number 09-92337 and denies that it violated Section 504. Nevertheless, in order to resolve this matter expeditiously and without further burden or expense of government investigation or litigation, Ramapo agrees to the terms of this Agreement with OCR, which fully addresses the issues in the complaint and reiterates Ramapo's assurance of its intention to comply with all provisions of Section 504 and its implementing regulation. The promises, obligations, or other terms or conditions set forth in this Agreement constitute the exchange of valuable consideration between Ramapo and OCR. Ramapo's willingness to enter into this Agreement with OCR does not constitute an admission of liability.

B. CERTAIN DEFINITIONS

1. **“Appropriate Auxiliary Aids and Services”** include, but are not limited to: qualified sign language or oral interpreters; qualified note-takers; computer-assisted real time transcription services; written materials; telephone handset amplifiers; assistive listening devices and systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning; TTY/TDD; videotext displays; or video interpreting services. See 45 C.F.R. § 84.52(d) (3).
2. **“Ramapo Personnel”** means all employees and independent contractors with contracts to work on a substantially full-time or part-time basis for Ramapo, including, without limitation, nurses, physicians, social workers, technicians, admitting personnel, billing staff, security staff, therapists, volunteers, and anyone else who has or is likely to have direct contact with Patients and/or Companions. It does not include voluntary attending physicians on Ramapo’s medical staff.
3. **“Parties”** means Ramapo and OCR.
4. **“Patient”** is broadly construed to include any individual who is seeking or receiving health care services, including short and long term rehabilitation services, skilled nursing care, therapy and wellness services from Ramapo whether on an inpatient or outpatient basis (as well as individuals seeking to use or inquire about any services provided by Ramapo). The broad construction of this term also includes but is not limited to individuals seeking to communicate with representatives of Ramapo regarding past, present or future health care services, such as scheduling appointments, obtaining test results, and discussing billing issues.
5. **“Companion”** means a person who is one of the following: (a) a person whom the Patient indicates should communicate with Ramapo Personnel about the Patient, participate in any treatment decision, play a role in communicating the Patient’s needs, condition, history, or symptoms to Ramapo Personnel or help the Patient act on the information, advice, or instructions provided by Ramapo Personnel; or (b) a person legally authorized to make health care decisions on behalf of the Patient; or (c) such other person with whom Ramapo Personnel would ordinarily and regularly communicate the Patient’s medical condition.
6. **“Qualified Interpreter,”** means a person who is able to interpret competently, accurately, impartially and effectively, both receptively and expressively, using any specialized terminology necessary for effective communication in a facility such as Ramapo with Patient and/or 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. Also, someone who has rudimentary familiarity with sign language or finger spelling is not a qualified sign language interpreter under this Agreement. Likewise, someone who is fluent in sign language but who does not possess the ability to process spoken communication into proper signs or to observe someone else signing and change their signed or finger spelled communication into spoken words is not a qualified interpreter. Because a qualified interpreter must be able to interpret impartially, a friend or family member of the individual who needs a qualified interpreter may not be qualified because of factors such as professional or personal involvement. Additionally, although an interpreter may be certified, a certified interpreter is not necessarily "qualified". Similarly, certification is not required in order for an interpreter to be "qualified".

A "Qualified Interpreter" may include a "relay interpreter" who has special skill and training in acting as an intermediary between a Patient and/or Companion who is deaf or hard of hearing and a sign language interpreter in instances when the interpreter cannot otherwise independently understand the consumer's primary mode of communication. Notwithstanding any other provision of this Agreement to the contrary, the term "Qualified Interpreter" also may include an interpreter who provides service remotely through a video interpreting services (VIS) provider; 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. The Parties acknowledge that a VIS interpreter is one of many auxiliary aids and services available for Ramapo to provide to individuals who are deaf or hard of hearing, and whether effective communication may be achieved through the use of a VIS interpreter depends on the specific circumstances of the situation and of the specific individual who is deaf or hard of hearing.

7. "TTY" (teletypewriter) or "TDD" (telecommunications device for deaf persons) means devices that are used with a telephone to communicate with persons who are deaf or hard of hearing by typing and reading communications.
8. "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 social services setting with a Patient and/or Companion who is deaf or hard of hearing.

C. GENERAL PROVISIONS

1. **Scope.** This Agreement resolves the specific issues addressed in the complaint referenced above, and is not intended to preclude or prejudice any other compliance review or complaint investigation that may be pending before OCR now or in the future. Any other compliance matters arising from subsequent compliance reviews or complaint investigations shall be dealt with and resolved separately.

Notwithstanding the foregoing, OCR represents that, to its knowledge, as of the date of this Agreement, there are no other pending OCR investigations or OCR compliance reviews of Ramapo regarding the subject matter of this Agreement other than the one referenced in this Agreement.

2. **Non-Waiver.** Failure by OCR to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision shall not be construed as a waiver of OCR's right to enforce other deadlines or provisions of this Agreement.
3. **Effective Date and Term of the Agreement.** The Parties agree that 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 fifteen (15) months following the Effective Date of this Agreement unless such time period is extended by OCR's providing written notice to Ramapo of such extension. At such time, this Agreement shall terminate, provided that Ramapo is in substantial compliance with this Agreement, as determined by OCR, in its sole judgment, upon its review of the Compliance Reports (as such term is defined in Section K of this Agreement). All provisions are effective immediately, unless otherwise stated.
4. **Ramapo's Continuing Obligation.** Notwithstanding the Term of this Agreement, Ramapo acknowledges that it shall comply with Section 504 for so long as it continues to receive Federal financial assistance.
5. **No Discrimination or Retaliation.** Ramapo shall not discriminate or retaliate against any person because he or she provided any testimony or otherwise assisted OCR during the investigation of this complaint or because he or she in the future may participate in any manner in any investigation, proceeding or hearing regarding this complaint investigation or regarding compliance with this Agreement during the Term of this Agreement.
6. **Record-Keeping.** Throughout the Term of this Agreement, Ramapo agrees to retain all records specified in this Agreement and to provide the written documentation required by this Agreement. Ramapo also agrees to provide such other information as may be requested and reasonably necessary to assure OCR that the provisions of the Agreement have been fulfilled.
7. **Review of Compliance.** OCR may, at any time, review Ramapo's compliance with this Agreement. As part of such review, OCR may require written reports, interview witnesses and/or examine and copy Ramapo documents. Ramapo agrees to retain the records required by OCR to assess Ramapo's compliance with the Agreement.

8. **Notice of Non-Compliance.** During the duration of this Agreement, if at any time OCR determines that Ramapo has failed to comply with any provision of this Agreement; OCR shall notify Ramapo in writing. The notice shall include a statement of the basis for OCR's determination and shall allow Ramapo thirty (30) calendar days either: (a) to 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 (b) to dispute the accuracy of OCR's findings. On notice to Ramapo, OCR may shorten the thirty (30) calendar day period if it determines that a delay would result in irreparable injury to the Complainant or to other affected parties. If Ramapo does not respond to the notice, or if, upon review of Ramapo's response, OCR finds that Ramapo has not substantially complied with the terms of the Agreement, OCR may, as it deems appropriate, initiate proceedings to terminate Federal financial assistance, refer the matter to the Department of Justice, or initiate legal proceedings to enforce this Agreement upon notice to Ramapo.
9. **Technical Assistance.** OCR shall provide appropriate technical assistance to Ramapo regarding compliance with this Agreement, as requested and as reasonably necessary.
10. **Modifications; Entire Agreement.** This Agreement may only be modified by mutual agreement of the Parties in writing. This Agreement constitutes the entire agreement by the Parties and no other statement, promise or agreement, either written or oral, made by either Party or any agents of a Party, that is not contained in this written Agreement, including any attachments, shall be enforceable.
11. **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.
12. **Compliance with Applicable Laws.** Any modification or amendment of this Agreement does not affect Ramapo's independent responsibilities under any applicable Federal, state or local laws or regulations.
13. **Publication of 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 regulations at 45 C.F.R. Part 5.

14. **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.

D. GENERAL OBLIGATIONS

1. **Disability Nondiscrimination.** Pursuant to Section 504, no qualified individual with a disability shall, on the basis of disability, be excluded from participation in, or be denied the benefits of, the services, programs or activities of Ramapo or be subject to discrimination by Ramapo. In addition, no qualified individual with a disability shall be excluded from participation in, or be denied the benefits of, the services, programs or activities of Ramapo on the basis of the individual's need for an auxiliary aid or service.
2. **Nondiscrimination by Association.** Ramapo shall not deny equal services, accommodations, or other opportunities to any individual because of the known relationship of the person with someone who has a disability.
3. **Section 504 Coordinator.** Within thirty (30) calendar days after the Effective Date of this Agreement, Ramapo shall reaffirm its designation of a staff person as its Section 504 Coordinator, who, in addition to being responsible for the coordination of Ramapo's efforts to comply with Section 504 generally, shall effectively implement the provisions of this Agreement, including without limitation:
 - (a) Ensuring that training required by this Agreement is completed;
 - (b) Ensuring the development and dissemination of specific procedures to fully implement this Agreement;
 - (c) Ensuring the preparation, retention, and provision to OCR of all records and reports required by this Agreement;
 - (d) Analyzing data collected in the Auxiliary Aid Log (see Section F.7 of this Agreement) and implementing any corrective action plan, if warranted;
 - (e) Being able to answer questions and provide appropriate assistance regarding immediate access to, and proper use of, appropriate auxiliary aids and services; and
 - (f) Ensuring the effectiveness of all auxiliary aids and services provided by Ramapo.
4. **Patient Grievance/Complaint Policy and Procedure.** Within thirty (30) calendar days after the Effective Date of this Agreement, Ramapo shall develop and submit to OCR for approval a Patient Grievance/Complaint Policy and Procedure for the resolution of concerns or grievances/complaints raised by Patients and/or Companions who are deaf or hard of hearing regarding effective communication.

The Patient Grievance/Complaint Policy and Procedure shall incorporate due process procedures and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504. (See Sample Patient Grievance/Complaint Policy and Procedure at Attachment A.) Ramapo shall respond to and address any concerns or grievances/complaints raised by Patients and/or Companions who are deaf or hard of hearing regarding effective communication as soon as reasonably possible, to ensure that effective communication is provided while the Patient and/or Companion is in Ramapo or has contact with Ramapo. Ramapo shall maintain records of all grievances/complaints regarding effective communication with Patients and/or Companions who are deaf or hard of hearing, whether oral or written, including copies of all complaints or notes reflecting oral complaints, made to Ramapo and actions taken with respect thereto throughout the Term of this Agreement.

Upon receipt, OCR shall review the Patient Grievance/Complaint Policy and Procedure within thirty (30) calendar days. It shall not be implemented by Ramapo without the approval of OCR.

E. NOTIFICATION OF RAMAPO'S OBLIGATIONS AND PATIENTS' RIGHTS UNDER SECTION 504

Ramapo will notify Patients and referring hospitals/medical facilities in writing that:

1. Patients and/or Companions who are deaf or hard of hearing are entitled under Section 504 to equal access to Ramapo programs and services; and
2. Ramapo is obligated to provide appropriate auxiliary aids and services to enable Patients and/or Companions who are deaf or hard of hearing to have equal access to Ramapo programs and services.

F. PROVISION OF APPROPRIATE AUXILIARY AIDS AND SERVICES

1. **Appropriate Auxiliary Aids and Services.** Ramapo shall provide to deaf or hard of hearing Patients and/or Companions any appropriate auxiliary aids and services that may be necessary for effective communication.
2. **General Assessment Criteria.** Ramapo shall consult with individual Patients and/or Companions who are deaf or hard of hearing, wherever possible, to determine what type of auxiliary aid and service is needed to ensure effective communication. While consultation is strongly encouraged, the ultimate decision as to what measures to take to ensure effective communication rests in the hands of Ramapo, provided that the method chosen results in effective communication. The assessment made by Ramapo Personnel shall take into account all relevant facts and circumstances, including without limitation the following:
 - (a) the nature, length, and importance of the communication at issue;
 - (b) the individual's disability, communication skills and knowledge;

- (c) the Patient's health status or changes thereto;
- (d) the Patient's and/or Companion's preference for or statement of the need for an auxiliary aid and service; and
- (e) the reasonably foreseeable health care activities of the Patient (e.g., group therapy sessions, medical tests or procedures, rehabilitation services, meetings with health care professionals or social workers, or discussions concerning billing, insurance, self-care, prognoses, diagnoses, history, and discharge).

In the event that communication is not effective, Ramapo Personnel shall reassess which appropriate auxiliary aids and services are necessary, in consultation with the person who is deaf or hard of hearing, where possible.

3. **Initial and Ongoing Assessments.** Ramapo shall perform and document a communication assessment of Patients and/or Companions who are deaf or hard of hearing at the earliest possible opportunity to 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. Ramapo shall conduct additional assessments, consistent with the General Assessment Criteria, as needed, for subsequent visits.
4. **Continuation of Provision of Appropriate Auxiliary Aids and Services.** After conducting an assessment, Ramapo shall continue to provide appropriate auxiliary aids and services to the deaf or hard of hearing Patient and/or Companion, in accordance with Section F.1 of this Agreement, during the Patient's entire period of treatment at Ramapo and subsequent visits and/or communications without requiring subsequent requests for the appropriate auxiliary aids and services by the Patient and/or Companion. Ramapo 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, such as notations in the Patients' medical charts. Ramapo shall provide notice to all deaf or hard of hearing Patients and/or Companions of its policy to provide appropriate auxiliary aids and services throughout a Patient's period of treatment without the need for continual separate requests for such aids or services.
5. **Medical Concerns.** Nothing in this Agreement shall require that an electronic device or equipment constituting an appropriate auxiliary aid or service be used when or where its use may interfere with medical or monitoring equipment or may otherwise constitute a threat to any Patient's medical condition.

6. **Determination Not to Provide Requested Auxiliary Aid or Service.** If, after conducting the assessment as described in Section F. 2 of this Agreement, Ramapo determines that the circumstances do not warrant provision of an auxiliary aid or service requested by a Patient and/or Companion, Ramapo Personnel shall so advise the person requesting such auxiliary aid or service and shall document the date and time of the decision, the name and title of Ramapo Personnel who made the decision, the basis for the determination, and the alternative auxiliary aid or service, if any, that Ramapo provided. A copy of this documentation shall be provided to the deaf or hard of hearing Patient (and/or Companion, if applicable and appropriate); shall be maintained with the Auxiliary Aid Log described in Section F. 7 of this Agreement; and shall be placed in the Patient's medical chart.
7. **Auxiliary Aid Log.** For twelve (12) months following the Effective Date of this Agreement (unless such time period is extended by OCR's providing written notice to Ramapo of such extension), Ramapo shall keep a log (which may be one log or the aggregate of multiple logs) of requests for auxiliary aids and services it receives (the "Auxiliary Aid Log"). A copy of the Auxiliary Aid Log shall be attached to the Compliance Reports as described in Section K.1 of this Agreement and shall include the following information:
- (a) the time and date that a Patient and/or Companion requests an auxiliary aid or service and the type of auxiliary aid or service that is requested;
 - (b) the name and title of the Ramapo Personnel who makes the determination concerning the request for an auxiliary aid or service;
 - (c) the time and date each auxiliary aid or service is provided;
 - (d) a code which identifies the deaf or hard of hearing Patient (and/or Companion, if applicable and appropriate);
 - (e) the time and date of the scheduled appointment (if a scheduled appointment was made); and
 - (f) the type of auxiliary aid or service provided or a statement that an auxiliary aid or service was not provided; and, if applicable, any alternative assistance that Ramapo provided;
 - (g) the basis for any decision by Ramapo to either 1) not provide the type of auxiliary aid or service requested; 2) not provide any auxiliary aid or service; or 3) provide alternative assistance.

As part of the Auxiliary Aid Log, Ramapo also shall collect information regarding the response times, as described in Section K.1 of this Agreement, for each request for an interpreter, as well as the qualifications (certification levels) of each interpreter who responds to a request to interpret. Such Auxiliary Aid Log shall be retained by Ramapo throughout the Term of this Agreement.

8. **Prohibition of Surcharges.** All appropriate auxiliary aids and services required by this Agreement shall be provided free of charge to the deaf or hard of hearing Patient and/or Companion. Nothing in this section shall prohibit Ramapo from seeking reimbursement for the furnishing of auxiliary aids and services from third-party payors, if appropriate.
9. **Notice of Available Appropriate Auxiliary Aids and Services to Individuals Who Do Not Request Such Aids and Services.** If a deaf or hard of hearing Patient and/or Companion does not request appropriate auxiliary aids and services, but Ramapo Personnel have reason to believe, after conducting the assessment described in Section F.2 of this Agreement, that such person would benefit from appropriate auxiliary aids and services for effective communication, Ramapo shall specifically inform the deaf or hard of hearing Patient and/or Companion that appropriate auxiliary aids and services are available free of charge.
10. **Communication with Patients and Companions.** Ramapo shall take appropriate steps to ensure that all Ramapo Personnel having contact with a deaf or hard of hearing Patient and/or Companion are made aware of such person's disability so that effective communication with such person will be achieved.
11. **Data Collection; Monitoring of Performance; Feedback Forms.** Ramapo shall collect data on the effectiveness of the appropriate auxiliary aid and service provided and the performance of the interpreter provided. Ramapo shall also prepare a form requesting feedback concerning the timeliness and effectiveness of interpreter services and other appropriate auxiliary aids and services. Such feedback form shall be provided to each deaf or hard of hearing Patient and/or Companion who was provided an interpreter or other appropriate auxiliary aid and service. Ramapo shall develop a convenient process to allow such Patients and/or Companions to complete and return the feedback forms; the Patient/Companion shall choose whether or not to avail himself or herself of that opportunity. For some Patients and/or Companions who are deaf or hard of hearing, limited written English proficiency may be a barrier to understanding or completing the form. Ramapo shall offer assistance, including additional qualified interpreter services, where necessary for such Patients and/or Companions to complete the form. Patients who receive services on an ongoing basis do not need to receive a feedback form after every visit.

Ramapo shall use the feedback forms that it receives for monitoring and evaluating the performance of each interpreter and the other appropriate auxiliary aids and services it provides to deaf or hard of hearing Patients and/or Companions. Ramapo shall maintain the completed feedback forms throughout the Term of this Agreement.

G. PROVISION OF QUALIFIED INTERPRETERS

1. **Circumstances under which Qualified Interpreters Shall Be Provided.** If necessary for effective communication, Ramapo shall provide qualified sign language interpreters to deaf or hard of hearing Patients and/or Companions whose primary means of communication is sign language. If necessary for effective communication, Ramapo shall also provide qualified oral interpreters to deaf or hard of hearing Patients and/or Companions who rely primarily on lip reading. The determination of when such interpreters shall be provided to such Patients and/or Companions shall be made as set forth in Section F.2 of this Agreement. The following are examples of circumstances when it may be necessary to provide qualified interpreters:
 - (a) Determination of a Patient's medical, psychiatric, psychosocial, nutritional, and functional history or description of condition;
 - (b) Provision of a Patient's rights, informed consent, or permission for treatment, therapy or other service;
 - (c) Determination and explanation of a Patient's diagnosis or prognosis, and current condition;
 - (d) Explanation of procedures, tests, treatment, treatment options, therapies or surgery;
 - (e) Explanation of medications prescribed (such as dosage, instructions for how and when the medication is to be taken and side effects or food or drug interactions);
 - (f) Explanation regarding follow-up treatments, therapies, test results, or recovery;
 - (g) Blood donations or aphaeresis (removal of blood components);
 - (h) Discharge planning and discharge instructions;
 - (i) Provision of mental health evaluations, group and individual therapy, counseling, and other therapeutic activities, including, but not limited to, grief counseling and crisis intervention;
 - (j) Explanation of complex billing or insurance issues that may arise;
 - (k) Educational presentations, such as classes concerning birthing, nutrition, CPR, wellness care and weight management;
 - (l) Explanation of living wills or powers of attorney (or their availability);
and

- (m) Any other circumstance in which a qualified interpreter is necessary to ensure a Patient's rights provided by 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 qualified interpreters for effective communication. This list also is not intended to imply that a qualified interpreter must always be provided in these and/or other circumstances.

2. **Provision of Qualified Interpreters in a Timely Manner.**

- (a) **Scheduled incidents:** For scheduled incidents (appointments, meetings, therapy sessions, treatment, etc., scheduled two or more hours in advance), Ramapo shall make an appropriate auxiliary aid or service available at the time of the incident, if necessary for effective communication.
- (b) **Non-scheduled Incidents:** "Non-scheduled incidents" refer to all situations not covered by the definition of "Scheduled Incidents." For non-scheduled incidents, Ramapo shall make an appropriate auxiliary aid or service available as soon as possible, if necessary for effective communication.
- (c) **Interim Means of Communication-** Ramapo agrees that between the time an auxiliary aid or service is requested and the time it is provided, Ramapo Personnel shall continue to try to communicate with the Patient and/or Companion who is deaf or hard of hearing for such purposes and to the same extent as they would have communicated with the person but for the disability, using all available methods of communication, including sign language pictographs. This provision in no way lessens Ramapo's obligation to provide an appropriate auxiliary aid or service as soon as possible.

3. **Notice to Deaf or Hard of Hearing Patients and Companions.** As soon as Ramapo Personnel have determined that a qualified interpreter is necessary for effective communication with a deaf or hard of hearing Patient and/or Companion, Ramapo shall inform such a person (or a family member or friend, if such person is not available) of the current status of efforts being taken to secure a qualified interpreter on his or her behalf. Ramapo shall provide additional updates to the Patient and/or Companion as necessary until an interpreter is secured. Notification of efforts to secure a qualified interpreter does not lessen Ramapo's obligation to provide qualified interpreters as soon as possible as required by Section G.2 of this Agreement.

4. **Restricted Use of Certain Persons to Facilitate Communication.** Due to confidentiality, potential emotional involvement, and other factors that may adversely affect the ability to facilitate communication, Ramapo shall never require or coerce a family member, case manager, advocate, or friend of a deaf or hard of hearing Patient and/or Companion to interpret or facilitate communications between Ramapo Personnel and such Patient and/or Companion, except that such person may provide such assistance if all four (4) of the following factors are present:

- (a) such person wishes to provide such assistance;
- (b) the Patient and/or Companion provides written agreement to the use of such person to interpret or facilitate communication;
- (c) the Patient and/or Companion has been made aware of the full range of communication facilitating options available free of charge; and
- (d) such use is necessary or appropriate under the circumstances, giving appropriate consideration to any privacy issues that may arise;

Provided, however, that in time-sensitive life-threatening situations, Ramapo may rely upon communications through a Companion until a qualified interpreter is obtained.

5. **Assessment of Interpreter Resources Agreement.** Within sixty (60) calendar days after the Effective Date of this Agreement, Ramapo shall assess the resources available to assist Ramapo with meeting its obligations under this Agreement and:

- (a) enter into a contract with an individual or organization who will provide qualified sign language interpreter services to Ramapo in the event that Ramapo's current providers, Deaf and Hard of Hearing Interpreting Services, Jawanio, Inc., Taconic Resources for Independence and Sign Language Resources, are not qualified to provide sign language interpreter services in a particular situation or are not available at the times needed by Ramapo;
- (b) enter into a contract with an individual or organization who will provide qualified oral interpreter services to Ramapo in the event that Ramapo's current providers, Deaf and Hard of Hearing Interpreting Services, Jawanio, Inc., Taconic Resources for Independence and Sign Language Resources, are not qualified to provide oral interpreter services in a particular situation or is not available at the times needed by Ramapo; and
- (c) research providers of video interpreting services (VIS) to potentially serve as one of the resources available to Ramapo to meet its obligations under this Agreement and Section 504. To this end, within sixty (60) calendar days after the Effective Date of this Agreement, Ramapo shall conduct a cost-benefit analysis to determine whether it is advisable and feasible for Ramapo to enter into a contractual arrangement with a VIS provider. Ramapo will not be required to enter into a contractual arrangement with a VIS if, based on the cost-benefit analysis, it determines such contractual arrangement would be too costly.

6. **Video Interpreting Services.** In the event that Ramapo provides interpreter services through a VIS provider, Ramapo shall:

- (a) Ensure that the VIS provider meets the following performance standards:
 - (i) the capability of providing VIS and technical assistance twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, with qualified sign language interpreters promptly available on this basis who are qualified to interpret in medical situations, and who are familiar with medical terminology;
 - (ii) high quality, clear, delay-free full-motion video and audio over a dedicated high-speed Internet connection;
 - (iii) a clear, sufficiently large, and sharply delineated picture of the interpreter's and the Patient/Companion's heads, arms, hands, and fingers, regardless of the body position of the Patient/Companion;
 - (iv) clear and easily understood transmission of voices; and
 - (v) non-technicians will be trained to accomplish efficient set-up and operation;
- (b) Ensure that appropriate Ramapo Personnel shall be trained, available, and able to operate and connect the VIS system quickly and efficiently at Ramapo at all times. Training shall include attention to the limitations of VIS technology, such as with respect to:
 - (i) Patients who have limited ability to move their heads, hands, or arms; vision problems; cognitive or consciousness issues; or pain issues;
 - (ii) Patients who may be moved to areas of Ramapo that do not have a designated high speed Internet line; and
 - (iii) Patients who will be treated in rooms where space considerations mitigate against using the service.

In circumstances where the limitations of VIS technology mitigate against its use, Ramapo Personnel shall conduct another assessment as required by Section F.2 of this Agreement, in order to reassess the need for an alternative auxiliary aid or interpretive service to ensure effective communication.

H. NOTICE TO THE COMMUNITY

1. **Policy Statement.** Within sixty (60) calendar days after the Effective Date of this Agreement, Ramapo shall post and maintain at Ramapo's Admissions Department and wherever a Patient's Bill of Rights is required by law to be posted signs of conspicuous size and print, which shall state to the following effect:

Free sign language and oral interpreters, qualified note-takers, TTYs/TDDs and other services are available to deaf or hard of hearing persons in accordance with applicable law. Ask us for help or contact the Ramapo Section 504 Coordinator.

These signs shall include the international symbols for “interpreters” and “TTYs/TDDs.”

2. **Patient and Visitor Information Brochures.** Ramapo shall include in all future printings of its Patient and visitor information brochures and all similar publications a statement to the following effect:

If you are deaf or hard of hearing, please let us know. We provide many free services, as appropriate under the circumstances, including:

- Sign language interpreters
- Oral interpreters
- TTYs/TDDs
- Telephone amplifiers
- Written materials
- Note-Takers
- Other services

We also provide these free services to your family or to other people who may be deaf or hard of hearing, as appropriate under the circumstances, while they are with you in Ramapo.

Ask us for help or contact the Ramapo Section 504 Coordinator.

These brochures shall include the international symbols for “interpreters” and “TTYs”. Ramapo shall also include in the handbook a description of Ramapo’s complaint resolution mechanism.

3. **Website.** Within thirty (30) calendar days after the Effective Date of this Agreement, Ramapo shall include on any website it maintains the policy statement described in Section H.1 of this Agreement.
4. **Format of Materials.** In the event a member of the community is deaf or hard of hearing, Ramapo will, as necessary and appropriate under the circumstances, make the following written materials available through a qualified sign language interpreter:
 - (a) The Patients’ Bill of Rights;
 - (b) Health care directives pamphlet;

- (c) Information regarding Ramapo's policies and procedures governing free sign language interpreter services and other appropriate auxiliary aids and services, including a summary of the rights provided by this Agreement;
- (d) Grievance and complaint resolution procedures;
- (e) Notice of Privacy Practices; and
- (f) The feedback form described in Section F.11, above.

I. REVISION OF POLICIES AND PROCEDURES ON THE PROVISION OF AUXILIARY AIDS AND SERVICES AND NOTICE TO RAMAPO PERSONNEL

1. **Revision of Existing Policies and Procedures.** Ramapo shall revise its existing policies and procedures on the provision of auxiliary aids and services, consistent with the requirements of this Agreement and Section 504. The revised policies and procedures shall clarify that applicants to Ramapo with disabilities, including persons who are deaf or hard of hearing, will have an equal opportunity to participate in Ramapo's services, activities, programs and other benefits.
2. **Publication of Policies and Procedures.** Ramapo shall publish, in an appropriate form, written policies and procedures regarding Ramapo's policy for effective communication with persons who are deaf or hard of hearing. The policies and procedures shall include, but not be limited to, language to the following effect:
 - a. If you recognize or have any reason to believe that a Patient or a Companion of a Patient is deaf or hard of hearing, you must advise the person that appropriate auxiliary aids such as sign language and oral interpreters, note-takers, TTYs, written materials, telephone handset amplifiers, assistive listening devices and systems, telephones compatible with hearing aids, closed caption decoders, and open and closed captioning of most Ramapo's programs shall be provided free of charge in accordance with applicable law. If you are the health care provider responsible for the Patient's care, you must take reasonable and necessary steps to ensure that such aids and services are provided when appropriate. All other Ramapo personnel should direct that person to the Ramapo Section 504 Coordinator. This offer and advice must likewise be made in response to any overt request for appropriate auxiliary aids and services.
3. **OCR Review and Approval.** Ramapo shall send the revised policies and procedures on the provision of auxiliary aids and services as well as the Patient Grievance/Complaint Policy and Procedure described in Section D.4, to OCR within thirty (30) calendar days after the Effective Date of this Agreement. Upon receipt, OCR shall review the revised policies and procedures within thirty (30) calendar days. The revised policies and procedures shall not be implemented by Ramapo without the approval of OCR.

4. **Distribution of Policies and Procedures.** Within thirty (30) calendar days after receiving OCR approval in accordance with Section I.3 of this Agreement, Ramapo shall distribute, by mail, email or other means, the revised policies and procedures on the provision of auxiliary aids and services, as well as the Patient Grievance/Complaint Policy and Procedure described in Section D.4 to all existing Ramapo Personnel and other Ramapo employees. Ramapo shall also distribute the revised policies and procedures, by mail, email or other means, to all new Ramapo Personnel and other Ramapo employees upon their employment or affiliation with Ramapo. In addition, the policies and procedures shall also be distributed, by mail, email or other means, to all Ramapo Personnel and other Ramapo employees on an annual basis.

J. TRAINING

1. **Training of Section 504 Coordinator.** Within sixty (60) calendar days after receiving OCR approval of its policies and procedures in accordance with Section I.3 of this Agreement, Ramapo shall provide special mandatory training for the Section 504 Coordinator and any Ramapo Personnel who are designated to assist the Section 504 Coordinator with his/her responsibilities under this Agreement. Such training shall be sufficient in duration and content to train the Section 504 Coordinator and such Ramapo Personnel in:
 - (a) the health care needs of the deaf or hard of hearing;
 - (b) the various degrees of hearing impairment, language, and cultural diversity in the deaf or hard of hearing community;
 - (c) identification of communication needs of persons who are deaf or hard of hearing;
 - (d) the unique needs and problems encountered by late-deafened individuals;
 - (e) the psychological implications of deafness and its relationship to interaction with hearing health care professionals;
 - (f) recommended and required charting procedures governing requests for appropriate auxiliary aids and services;
 - (g) types of appropriate auxiliary aids and services available in the community and Ramapo;
 - (h) the proper use and role of qualified interpreters, readers and note-takers including how to operate any video interpreting services equipment at Ramapo;
 - (i) making and receiving calls through TTYs;

- (j) Ramapo's Patient Grievance/Complaint Policy and Procedure described in Section D.4 of this Agreement; and
- (k) any other applicable requirements of this Agreement.

2. **Training of Other Ramapo Personnel.** Within ninety (90) calendar days after receiving OCR approval in accordance with Section I.3 of this Agreement, Ramapo shall provide training to all Ramapo Personnel and others as determined by Ramapo.

This training may be delivered by one or more in-service training methods. The training shall address the special needs of deaf or hard of hearing Patients and/or Companions and shall include the following objectives:

- (a) the requirements of Section 504 to ensure effective communication with deaf or hard of hearing Patients and/or Companions;
- (b) the terms of this Agreement;
- (c) the importance of the use of qualified interpreters and other appropriate auxiliary aids and services in providing services to deaf or hard of hearing Patients and/or Companions;
- (d) types of communication modes and types of appropriate auxiliary aids and services;
- (e) the identity and role of the Section 504 Coordinator and any Ramapo Personnel designated to assist the Section 504 Coordinator;
- (f) Ramapo's policy on assessing the communication needs of deaf or hard of hearing Patients and/or Companions;
- (g) the use of the TTY/TDD devices and the New York State Relay Service;
- (h) if appropriate, how to operate any VIS equipment at Ramapo; and
- (i) Ramapo's procedures implemented to comply with this Agreement and other procedures specific to the employee's employment category.

Ramapo shall provide the training specified above to new Ramapo Personnel within thirty (30) calendar days after the commencement of their services for Ramapo.

3. **Training of Substantially all Ramapo Personnel.** Ramapo shall use its best efforts to provide the training identified above in Sections J.1 and J.2 to substantially all Ramapo Personnel within the identified time frame. The Parties recognize that certain staff may be on leave of absence or in similar categories which may prevent such staff from being trained within the identified time frame.

4. **Training Attendance Sheets.** Ramapo shall maintain documentation of all training conducted pursuant to this section, which shall include the names and respective job titles of the participants, as well as the date and location, if applicable, of the training session.

K. REPORTING AND MONITORING

1. **Compliance Reports.** On the dates detailed in Section K.2 of this Agreement, Ramapo shall provide a written report (“Compliance Report”) to OCR regarding the status of its compliance with this Agreement. The Compliance Report shall include data relevant to the Agreement, including but not limited to:
 - (a) the number of requests for qualified interpreters received by Ramapo from, or on behalf of, deaf or hard of hearing Patients and/or Companions;
 - (b) the number of times a qualified interpreter was provided by Ramapo;
 - (c) the number of times Ramapo denied a request for a qualified interpreter and the reason for the denial;
 - (d) the number of times Ramapo requested a qualified interpreter but the interpreter failed to show and, for each such situation, the reasons for the failure;
 - (e) in the case of a “non-scheduled interpreter request” as defined in Section G.3(b), the date and the time a qualified interpreter is requested by a deaf or hard of hearing Patient and/or Companion and the date and time the interpreter actually began interpreting for such Patient or Companion;
 - (f) for “scheduled interpreter requests,” as discussed in Section G.3 (a), Ramapo shall report the time and date of the appointment and the time the interpreter arrived.
 - (g) the number of complaints received by Ramapo by deaf or hard of hearing Patients and/or Companions regarding appropriate auxiliary aids and services and/or effective communication and the outcome of the investigation or review.
2. **Submission of Compliance Reports.** Ramapo shall submit the aforementioned Compliance Reports to OCR within sixty (60) calendar days after the end of each of the following periods: (a) three (3) months after the Effective Date of this Agreement (covering the preceding three (3) month period); (b) nine (9) months after the Effective Date of this Agreement (covering the preceding six (6) month period); and (c) twelve (12) months after the Effective Date of this Agreement (covering the preceding three (3) month period).
3. **Maintenance of Records.** Ramapo 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.

4. **Additional Documentation.** Ramapo shall provide OCR with the following:

- (a) Within forty-five (45) calendar days after receiving OCR approval in accordance with Section I.3 of this Agreement, copies of Ramapo's revised policies and procedures on the provision of auxiliary aids and services, as well as the Patient Grievance/Complaint Policy and Procedure described in Section D.4, the feedback form described in Section F.11, and the auxiliary aid log described in Section F.7;
- (b) Within sixty (60) calendar days after receiving OCR approval in accordance with Section I.3 of this Agreement, a letter certifying that the distribution of materials to Ramapo Personnel and other Ramapo employees required by Section I.4 of this Agreement has occurred. The letter shall specify the date(s) that such distribution occurred, and the categories of persons to whom the materials were distributed.
- (c) Within ninety (90) calendar days after receiving OCR approval in accordance with Section I.3 of this Agreement, a letter certifying that the training described in Section J of this Agreement has been completed. The letter shall specify the date(s), time(s) and location(s) of the training, person(s) conducting the training, the content of the training and the names and titles of those participating in the training; and
- (d) Within seventy-five (75) calendar days after the Effective Date of this Agreement, a copy of the contracts entered into by Ramapo in accordance with Section G.5 of this Agreement.

L. SIGNATURES

The individuals signing this document represent that they are authorized to bind the undersigned entities to this Agreement.

/s/

 Name:
 Title:
 Ramapo Manor Center for Rehabilitation and Nursing

Date

 Michael R. Carter
 Regional Manager

Date