

**RESOLUTION AGREEMENT**

BETWEEN THE

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

AND

EAST TEXAS MEDICAL CENTER REGIONAL HEALTHCARE SYSTEM AND  
ETMC CROCKETT HOSPITAL

OCR TRANSACTION NUMBER: 07-68926

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## **I. Introduction**

This Resolution Agreement (Agreement) is entered into by the U.S. Department of Health and Human Services (HHS), Office for Civil Rights (OCR), and the East Texas Medical Center Regional Healthcare System, including but not limited to ETMC Crockett Hospital. ETMC is a healthcare network that includes hospitals, clinics, specialty centers, home health services, fitness centers and rehabilitation facilities located throughout eastern Texas. This Agreement resolves OCR Transaction Number 07-68926 regarding the provision of auxiliary aids and services, including qualified sign language interpreters, to persons who are deaf or hard of hearing.

### **A. Parties to the Agreement**

1. United States Department of Health and Human Services, Office for Civil Rights; and
2. East Texas Medical Center Regional Healthcare System, including but not limited to ETMC Crockett Hospital (hereinafter collectively ETMC).<sup>1</sup>

### **B. Jurisdiction**

OCR is the HHS office charged with enforcing civil rights laws as they pertain to programs funded by HHS. ETMC's facilities, as identified in footnote 1, receive Federal financial assistance through their participation in Medicare, Title XVIII of the Social Security Act of 1965, 42 U.S.C. § 1395 et seq., and/or Medicaid, Title XIX of the Social Security Act of 1965, 42 U.S.C. § 1396 et seq., and are subject to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its implementing regulation at 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. Part 84 prohibits such discrimination in programs and activities receiving Federal financial assistance from HHS.

### **C. Background**

The complaint, which was filed on June 18, 2007, alleged that ETMC Crockett Hospital failed to provide a sign language interpreter for the affected party during her medical appointments in violation of Section 504.

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<sup>1</sup> This Agreement covers East Texas Medical Center Regional Healthcare System affiliate facilities, including ETMC Crockett Hospital, which receive Federal financial assistance from HHS and are listed in Attachment A (hereinafter the covered ETMC facilities and services). Nothing in this agreement is intended to relieve ETMC of its continuing obligation to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., as applied to those ETMC rehabilitation facilities and fitness centers which do not receive Federal financial assistance from HHS.

## **D. Purpose of this Agreement**

The purpose of this Agreement is to ensure ETMC's compliance with Section 504. To resolve this matter without further burden or the expense of additional investigation or litigation, ETMC agrees to the terms stipulated in this Agreement and affirms its assurance of compliance with all provisions of Section 504. The promises, obligations or other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between ETMC and OCR.

The actions described in this Agreement fully address the issues described in the complaint. It is understood and agreed by OCR that ETMC's agreement to take 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 ETMC or its staff.

## **II. Definitions**

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

### **A. Appropriate Auxiliary Aids and Services**

Include, but are not limited to, qualified sign language, oral, or relay interpreters; qualified note-takers; computer-assisted real time transcription services; written materials; pictographs; telephone handset amplifiers; assistive listening devices and systems; telephone compatible hearing aids; closed caption decoders; open and closed captioning; teletypewriters/telecommunication devices for the deaf (TTYs/TDDs); video interpreting services; and other methods of ensuring effective communication with individuals who are deaf or hard of hearing.

### **B. Companion**

A person who is deaf or hard of hearing and is one of the following: (a) a person whom the Patient designates to communicate with ETMC on his or her behalf regarding the Patient's condition or care; (b) a person legally authorized to make health care decisions on behalf of the Patient; or (c) such other person with whom ETMC Staff would ordinarily and regularly communicate regarding the Patient's medical condition.

### **C. Patient**

Any individual who is seeking or receiving health care services, including such services as the opportunity to donate blood, attend health education classes, or discuss billing issues.

#### **D. Qualified Interpreter**

Includes sign language interpreters, oral interpreters, or other interpreters who are able to interpret competently, accurately, and impartially, both receptively and expressively, using any specialized terminology necessary for effective communication in a health care setting to a Patient or a Companion who is deaf or hard of hearing. An interpreter must be able to sign to the person who is deaf what is being said by the hearing person, and to voice to the hearing person what is being signed by the person who is deaf. Because a qualified reader or interpreter must be able to interpret impartially, a Companion of the Patient who requires a communication-related auxiliary aid or service may not be qualified to render the necessary auxiliary aid or service 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.”

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 as an oral interpreter. Someone who has only a rudimentary familiarity with sign language or finger spelling is not a qualified sign language interpreter. Also, someone who is fluent in sign language but who does not possess the ability to process spoken communication into the proper signs or to observe someone signing and translate their signed or finger-spelled communication into spoken words is not a qualified sign language interpreter. A “qualified interpreter” may include a “relay interpreter” who has specific skill and training in acting as an intermediary between a Patient and a Companion and a sign language interpreter in instances when the interpreter cannot otherwise independently understand the consumer’s primary mode of communication.

#### **E. Qualified Note Taker**

A note taker who is able to transcribe voice communications competently, accurately, and impartially, using any specialized terminology necessary to effectively communicate in a health care setting to a Patient or a Companion who is deaf or hard of hearing, given that individual’s language skills and history.

#### **F. Section 504 Coordinator**

The individual designated to coordinate ETMC’s efforts to comply with and carry out its Section 504 responsibilities.

#### **G. Section 504 Grievance Procedure**

ETMC’s process for addressing complaints of disability discrimination from employees, applicants, Patients, Companions, and other interested parties that

incorporate appropriate due process standards and provide for the prompt and equitable resolution of grievances.

#### **H. ETMC Staff**

All ETMC employees, as well as contractors working with ETMC, including, without limitation, 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 Companions as defined herein.

### **III. General Provisions**

#### **A. Facilities Covered by the Agreement**

This Agreement covers the East Texas Medical Center Regional Healthcare System, including ETMC Crockett Hospital and the other hospitals, clinics, specialty centers, and home health services, which are part of the ETMC System and receive Federal financial assistance from HHS, as defined in footnote 1 of this Agreement.

#### **B. Suspension of Administrative Actions**

Subject to the continued performance by ETMC of the stated obligations and required actions contained in this Agreement and in conformity with Section III-D, Failure to Comply with the Terms of this Agreement, OCR shall suspend administrative action on OCR Transaction Number 07-68926.

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

This Agreement shall become effective on the date it is signed by both parties (the “Effective Date”) and shall remain in effect for twelve (12) months after the Effective Date (the “Term”). At such time, if OCR determines that ETMC has completed all actions required by the Agreement, OCR’s review and monitoring of this Agreement shall terminate.

#### **D. Failure to Comply with the Agreement**

Throughout the term of this Agreement, if at any time OCR determines that ETMC has failed to comply with any provision of this Agreement, OCR shall notify ETMC in writing. The notice shall include a statement of the basis for OCR’s determination and shall allow ETMC fifteen (15) working days to either: (a) 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) dispute the accuracy of OCR’s findings. On notice to ETMC, OCR may shorten

the 15-day period if it determines that a delay would result in irreparable injury to the complainant or to other affected parties. If ETMC does not respond to the notice, or if, upon review of ETMC's response, OCR determines that ETMC has not complied with the terms of the Agreement, OCR reserves the right to reopen its investigation of ETMC's compliance with Section 504. 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.

#### **E. Effect on Other Compliance Matters**

The terms of this Agreement do not apply to any other issues, investigations, reviews, 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. This Agreement does not preclude OCR from conducting future compliance reviews of ETMC or from conducting investigations of complaints filed against ETMC that are received after the Effective Date of this Agreement. Nothing in this Agreement shall be construed to limit or restrict OCR's statutory and regulatory authority to conduct compliance reviews or complaint investigations.

#### **F. ETMC's Continuing Obligations**

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

#### **G. Prohibition Against Retaliation and Intimidation**

ETMC 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.

#### **H. OCR's Review of ETMC's Compliance with the Agreement**

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

**I. Technical Assistance**

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

**J. Non-Waiver Provision**

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

**K. Entire Agreement**

This Agreement constitutes the entire understanding between ETMC and OCR in resolution of OCR Transaction Number 07-68926. Any statement, promise or agreement not contained herein shall not be enforceable through this Agreement.

**L. Modification of Agreement**

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

**M. Effect of ETMC Program Changes**

ETMC reserves the right to change or modify its programs, so long as ETMC ensures compliance with Section 504 and other applicable Federal statutes and the provisions of this Agreement. Significant program changes that may affect compliance with this Agreement or any applicable statutes and regulations within OCR's jurisdiction must be promptly reported to OCR.

**N. Publication or Release of Agreement**

OCR places no restrictions on the publication of the terms of this Agreement. In addition, OCR may be required to release this Agreement and all related materials to any person upon request, consistent with the requirements of the Freedom of Information Act, 5 U.S.C. § 522, and its implementing regulation, 45 C.F.R. Part 5.

**O. Authority of Signer**

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



**P. 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.

**Q. Miscellaneous**

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

**IV. General Obligations**

**A. Disability Nondiscrimination**

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

**B. Nondiscrimination by Association**

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

**C. Section 504 Coordinator**

Within fifteen (15) calendar days after the Effective Date of this Agreement, ETMC shall designate an individual to be responsible for coordination of its efforts to comply with Section 504. ETMC shall publish, in an appropriate form, the name, title, function, telephone number, email and physical address of the Section 504 Coordinator. The Section 504 Coordinator (and his/her designee(s)) shall be available to answer questions and provide appropriate assistance to ETMC Staff and the public regarding immediate access to, and proper use of, the appropriate auxiliary aids and services required by this Agreement. The Section 504 Coordinator shall oversee and ensure the quality of the services provided by the interpreters, readers, and note-takers that ETMC uses.

**D. Section 504 Grievance Procedure**

Within sixty (60) calendar days after the Effective Date of this Agreement, ETMC shall adopt and submit to OCR the Section 504 Grievance Procedure at Attachment C for addressing complaints of disability discrimination, including complaints regarding the failure to provide appropriate auxiliary aids and

services. The Section 504 Grievance Procedure must be consistent with 45 C.F.R. § 84.7. ETMC will update the Section 504 Coordinator information contained in the Section 504 Grievance Procedures, as necessary.

OCR shall review the Section 504 Grievance Procedure within fifteen (15) calendar days of receipt. The Grievance Procedure shall not be implemented by ETMC without the approval of OCR.

Within thirty (30) calendar days of approval by OCR, ETMC's Section 504 Coordinator's designee(s) shall be available to assist interested persons in filing Section 504 grievances and shall forward completed grievances to the Section 504 Coordinator for appropriate action.

ETMC shall take steps to notify ETMC Staff, Applicants, Patients, Companions, and interested persons of the information contained in the Section 504 Grievance Procedure. This information shall be communicated as follows:

1. Within thirty (30) calendar days after approval by OCR, ETMC shall post copies of the Section 504 Grievance Procedure of conspicuous size and print in visible locations in covered ETMC facilities and on each such facility's and/or service's website;
2. ETMC shall publish the Section 504 Grievance Procedure in patient handbooks or in similar publications within sixty (60) calendar days of approval of the Grievance Procedure by OCR; and
3. ETMC shall offer additional assistance, including prominently displayed signage translated into frequently encountered languages, when limited written English proficiency may be a barrier to the Patient's and Companion's understanding of the Section 504 Grievance Procedure.
4. ETMC's Section 504 Coordinator (and his/her designee(s)) shall be responsible for maintaining and providing copies of the Section 504 Grievance Procedure to interested persons, including in alternative formats such as Braille, large print, and audiotape.

#### **E. Notice of Nondiscrimination**

Within sixty (60) calendar days after the Effective Date of this Agreement, ETMC shall adopt and submit to OCR the Notice of Nondiscrimination at Attachment D, which states that ETMC does not discriminate on any ground prohibited by Federal law, including disability, and provides the name, title, and contact information of the ETMC Section 504 Coordinator.

OCR shall review the Notice of Nondiscrimination within fifteen (15) calendar days of receipt. The Notice of Nondiscrimination shall not be posted by ETMC without the approval of OCR.

ETMC shall take steps to notify Patients, Companions, and ETMC Staff of the information contained in the Notice of Nondiscrimination. This information shall be communicated:

1. Within sixty (60) calendar days of approval by OCR, by posting signs of conspicuous size and print in visible locations in covered ETMC facilities and on each such facility's or service's website;
2. Within sixty (60) calendar days of approval by OCR, by including this information in ETMC patient handbooks or in similar publications; and
3. By offering additional assistance, including prominently displayed signage translated into frequently encountered languages, when limited English proficiency may be a barrier to the Patient's and Companion's understanding of the notice.

#### **F. Nondiscrimination Statement**

Within sixty (60) calendar days after the Effective Date of this Agreement, ETMC shall adopt and submit to OCR the Nondiscrimination Statement, which identifies ETMC's Section 504 Coordinator, at Attachment E, for inclusion on each covered ETMC facility's and/or service's website and in all major publications and brochures, including the ETMC Newsletter, the ETMC Patient Rights and Responsibilities brochures, and the ETMC Patient Communication Form.

OCR shall review the Nondiscrimination Statement within fifteen (15) calendar days of receipt. The Nondiscrimination Statement shall not be implemented by ETMC without the approval of OCR.

Within sixty (60) calendar days of approval by OCR, ETMC shall publish the Nondiscrimination Statement.

#### **V. Provision of Appropriate Auxiliary Aids and Services**

##### **A. Recognition**

ETMC recognizes that deaf or hard of hearing Patients and Companions need and have a right to appropriate auxiliary aids and services to access and fully participate in health care provided by ETMC. ETMC is committed to providing appropriate auxiliary aids and services in a timely manner to deaf or hard of hearing Patients and Companions to ensure effective communication and an equal opportunity to participate fully in the benefits, activities, programs and services

provided by ETMC. This includes ensuring effective communication between ETMC's officers, personnel, contractors and subcontractors and deaf or hard of hearing Patients and Companions.

## **B. Revised Policies and Procedures**

Within sixty (60) calendar days after the Effective Date of this Agreement, ETMC shall adapt and submit to OCR the Auxiliary Aids and Services For Persons With Disabilities Policy and Procedures, at Attachment F, to ensure effective communication with deaf or hard of hearing Patients and Companions, consistent with the requirements of this Agreement and Section 504. The revised policy and procedures shall include, at a minimum, the following:

1. A section indicating that appropriate auxiliary aids and services shall be provided free of charge to deaf or hard of hearing Patients and Companions when such aids or services are necessary to ensure effective communication.
2. A section designating the name and title (e.g., office manager or chief operations officer) of the individual who will make the determination of what auxiliary aid or service ETMC will provide to a deaf or hard of hearing Patient or Companion who requests one.
3. A section indicating that ETMC staff will consider the following factors in reaching the determination referred to in Section V-B.2, above: (a) the nature, length, and importance of the communication at issue; (b) the Patient's and Companion's disability and communication skills and knowledge; (c) the Patient's health status or changes thereto; (d) the Patient's and Companion's preference or stated need for an interpreter; and (e) the reasonably foreseeable health care activities of the Patient (e.g., medical tests or procedures, meetings with health care professionals, or discussions concerning billing, insurance, history, diagnosis, prognosis, self care, or discharge). ETMC staff, taking into account the preferences of the individual, will decide which auxiliary aid or service to provide, so long as effective communication is provided.
4. A section indicating general circumstances under which auxiliary aids and services, including but not limited to, qualified interpreters, will be provided, when necessary for effective communication. Examples include, but are not limited to: (a) determining a Patient's medical history or obtaining a description of the Patient's ailments or symptoms; (b) explaining and describing inpatient, outpatient, pre-operative, post-operative, and other medical procedures, tests, or treatments; (c) discussing test results; (d) discussing diagnosis, prognosis, and treatment options; (e) obtaining informed consent or permission for procedures, surgery, or other treatment options; (f) explaining reasons for, how to take, and possible side effects of medications; (g) communicating during treatment and testing; (h) communicating during discharge or post-operative planning and instruction; (i) discussing complex

financial or insurance matters; and (j) any other circumstances in which auxiliary aids and services are necessary to ensure a Patient's privacy, confidentiality, or other rights provided by Federal, state or local law.

OCR shall review the revised policy and procedures within fifteen (15) calendar days. The policy and procedures shall not be implemented by ETMC without the approval of OCR. Within thirty (30) calendar days of OCR approval, ETMC shall implement them and disseminate them to ETMC Staff and subcontractors.

### **C. General Assessment Criteria**

ETMC shall engage in an interactive process with the deaf or hard of hearing Patient and Companion to determine which appropriate auxiliary aids and services are needed to ensure effective communication. As part of this process, ETMC shall discuss with the Patient and Companion, wherever possible, the type of aids and services needed and the Patient's and Companion's preference of auxiliary aids or services. ETMC staff, taking into account the preferences of the individual, will decide which auxiliary aid or service to provide, so long as effective communication is provided.

Lip reading, in some instances, may be an effective means of communication; however, it should not be relied upon as the sole or primary means of communication. Relevant factors in determining whether communication using lip reading is appropriate include: (1) the Patient's and Companion's fluency in English; (2) the Patient's and Companion's competency in lip reading; (3) whether the Patient and Companion has residual hearing; and (4) the nature, length, importance and complexity of the matter being discussed.

In some instances, hand-written notes may be an effective means of communication. Relevant factors in determining whether communication using hand-written notes is appropriate include: (1) the Patient's and Companion's fluency in written English, and (2) the nature, length, importance and the complexity of the matter being discussed.

### **D. General Circumstances When Auxiliary Aids and Services Will Be Provided**

The scope of this Agreement is limited to services provided through covered ETMC facilities and services. ETMC shall provide auxiliary aids and services, including but not limited to qualified interpreters, to Patients and Companions who are deaf or hard of hearing in situations where such provision is necessary for effective communication. Situations in which provision of auxiliary aids and services may be necessary for effective communication include, but are not limited to the items described in Section V-B.4. This list does not imply that a qualified interpreter must always be provided in these circumstances. Nor does it suggest that there are not other circumstances when it may be appropriate to provide qualified interpreters for effective communication.

## **E. Initial Assessment and Ongoing Assessments**

1. Scheduled Appointments and Non-Scheduled Incidents: Beginning sixty (60) calendar days after the Effective Date of this Agreement, ETMC will have in place a process to ensure that when a Patient arrives at a covered ETMC facility or service seeking medical care (as part of a scheduled appointment or otherwise), trained ETMC Staff shall perform an initial communication assessment to determine whether the Patient and Companion require auxiliary aids or services in order to ensure effective communication. The assessment will consider the timing, duration, and frequency for which appropriate auxiliary aids and services will be provided. The Patient and Companion will be provided with an appropriate auxiliary aid or service. The fact of the assessment and any identified auxiliary aids or services for the Patient and Companion will be documented in the Patient's registration records.
2. Continuation of Provision of Appropriate Auxiliary Aids and Services: After conducting an initial assessment at a covered ETMC facility or service, that facility or service shall continue to provide appropriate auxiliary aids and services to Patients and Companions during the entire period of the Patient's hospitalization and/or outpatient visits, without requiring subsequent requests for the appropriate auxiliary aids and services by the Patient and Companion. ETMC Staff shall keep records that reflect the ongoing provision of appropriate auxiliary aids and services to Patients and Companions.
3. Determination Not to Provide Requested Auxiliary Aid or Service: If, after conducting the assessment as described in Section V of this Agreement, a covered ETMC facility or service decides not to provide a particular auxiliary aid or service requested by a Patient and Companion, ETMC Staff at the facility or service shall so advise the person requesting the auxiliary aid or service and document the basis for the determination, including the date of the determination, the name and title of the ETMC Staff who made the determination, and the alternative auxiliary aid or service, if any, that ETMC has decided to provide. Upon request, a copy of this documentation shall be provided to the Patient and Companion and retained in the Patient's medical record.

## **F. Notifying Deaf and Hard of Hearing Patients and Companions of the Availability of Auxiliary Aids and Services**

Within thirty (30) calendar days of OCR's approval of ETMC's revised policies and procedures (see Section V-B), ETMC shall provide notice to deaf and hard of hearing individuals of the following: (1) the right to appropriate auxiliary aids and services free of charge; (2) the process for filing and resolving grievances about such services with ETMC; and (3) the ETMC staff member(s) who have been designated to provide assistance regarding access to appropriate auxiliary aids and services.

The notice shall be readily and routinely available and visible in a conspicuous location on ETMC's website and in covered ETMC facilities and services.

Where limited written English proficiency may be a barrier to the Patient and Companion understanding the notice, ETMC shall offer assistance, including prominently displayed posters and signs translated into frequently encountered languages, and additional qualified interpreter services, where necessary to ensure effective communication.

## **G. Interpreter Services**

When an interpreter is necessary for effective communication, ETMC shall ensure that interpreters are provided in a timely manner. ETMC agrees that, between the time an interpreter is requested and the time an interpreter arrives, ETMC Staff will continue to try to communicate with the Patient and Companion who is deaf or hard of hearing for such purposes and to the same extent as they would have communicated with the person but for the hearing impairment, using all available methods of communication. This section is not intended to delay the provision of appropriate medical care and services.

A staff member authorized to approve and schedule interpreting services shall be available at all times during normal business hours.

Types of Interpreter Services:

1. Qualified interpreters on the ETMC staff;
2. Qualified interpreters who are contractors or employees of agencies, nonprofits, or community organizations;
3. Qualified interpreters who work through volunteer programs; or
4. Video Interpretation Services (VIS) that use video conference technology over high-speed internet wires.

If VIS technology is used as one of the resources potentially available to ETMC to meet its obligations under this Agreement and Section 504, the VIS technology shall meet the following performance standards:

- a. High quality, clear, delay-free, motion-free video and audio over a dedicated high speed internet connection;
- b. A clear, sufficiently large and sharply delineated picture of the qualified interpreter's and the Patient's/Companion's head, hands, and fingers, regardless of the body position of the Patient/Companion;

- c. Clear and easily understood transmission of voices; and
- d. ETMC Staff and/or contractors trained to accomplish efficient set-up and operation.

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

Within ninety (90) calendar days after the Effective Date of this Agreement, ETMC shall enter into a contract(s) with an agency/agencies of its choice for the provision of qualified interpreter services for a period of, at a minimum, one (1) year from the Effective Date of the contract with the agency.

**I. 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, ETMC shall never permit a family member, advocate, or friend of a Patient and Companion who is deaf or hard of hearing to interpret or facilitate communication between ETMC Staff and the Patient and Companion unless the following four factors are present:

- 1. Such person wishes to provide such assistance;
- 2. Such use is necessary or appropriate under the circumstances, giving appropriate consideration to any privacy and confidentiality issues that may arise;
- 3. The Patient and Companion have been made aware of ETMC's full range of auxiliary aids and services available free of charge; and
- 4. The Patient and Companion provide written confirmation that they were made aware of relevant auxiliary aids and services available free of charge and agree to the use of such person to interpret or facilitate communication.

In time-sensitive, life-threatening situations, ETMC may rely upon communications through a family member, advocate or friend until a qualified interpreter or other appropriate auxiliary aid or service is obtained. In such situations, ETMC shall retain the above-required written documentation in the patient's medical record.

**J. Procedures for Obtaining Qualified Interpreters**

In the event that a qualified interpreter is required for effective communication with a Patient and Companion, ETMC shall take the following steps to obtain a qualified interpreter. The steps should be taken in the order in which they are listed:



1. Request a qualified interpreter from a list maintained by ETMC, from among any qualified interpreters on the ETMC staff or from an agency with whom ETMC has an ongoing contract for qualified interpreter services;
2. If ETMC is unable to obtain the services of an available qualified interpreter from the resources identified in subparagraph 1, then ETMC shall request an interpreter from a secondary list of qualified interpreters (agency or freelance) maintained by ETMC.

The preferred and secondary lists of qualified interpreters maintained by ETMC shall be updated by ETMC regularly, not less than once every twelve (12) months. ETMC may select the agencies or individuals on the list based upon such criteria as ETMC deems appropriate, so long as ETMC provides a qualified interpreter for each instance where the services of such an interpreter is necessary to ensure effective communication.

3. Inform the Patient and Companion of the efforts taken to secure a qualified interpreter and the efforts that have failed, and follow up on reasonable suggestions for alternate sources of qualified interpreters, such as a qualified interpreter known to the Patient and Companion.

#### **K. Qualified Interpreters on the ETMC Staff**

At any time, ETMC may, but shall have no obligation to, satisfy its obligations under this Agreement by hiring qualified staff interpreters and providing them to Patients and Companions when necessary for effective communication. Patients and Companions who are provided with qualified interpreters on the ETMC staff must have the same level of coverage (for both duration and frequency) as ETMC is otherwise obligated to provide under this Agreement. If a qualified interpreter on the ETMC staff is not available when needed, ETMC shall follow the procedures set forth above to obtain the services of another qualified interpreter.

#### **L. Telephone Communications**

ETMC shall take the following steps to ensure that Patients and Companions can communicate effectively by telephone:

1. Public Telephones: Within sixty (60) calendar days after the Effective Date of this Agreement, ETMC shall provide TTY (also known as TDD) devices at public telephones serving emergency, recovery, or waiting rooms. In addition, ETMC shall provide at least one TTY device at all locations where there are four (4) or more public telephones. ETMC may install the required TTY's or make available a sufficient number of portable TTY's.

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

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

2. Patient Rooms: ETMC shall make a TTY device available to Patients and Companions upon arrival in a patient room.
3. Storage and Accessibility of Equipment: Portable TTY devices shall be stored in places that are readily accessible at all times of the day or night to all ETMC Staff that have patient contact. ETMC shall make reasonable efforts to provide a TTY to a Patient and Companion within twenty (20) minutes from the time it is requested.

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

## **VI. Training**

### **A. Training of the Section 504 Coordinator**

Within thirty (30) calendar days after the Effective Date of this Agreement, ETMC shall ensure that its Section 504 Coordinator and his/her designee(s) receive training on their responsibilities under this Agreement and the requirements of Section 504, including but not limited to, Section 504's prohibition on retaliation; requirements regarding the provision of appropriate auxiliary aids and services; and the proper handling of Section 504 Grievances.

### **B. Training of ETMC Staff**

Within one-hundred twenty (120) calendar days after the Effective Date of this Agreement, ETMC shall provide training to all available ETMC Staff on its revised policies and procedures for ensuring effective communication with deaf or hard of hearing Patients and Companions. Such training shall be sufficient in content to train ETMC Staff to promptly identify communication needs and preferences of persons who are deaf or hard of hearing, and to secure appropriate, effective auxiliary aids and services, including qualified interpreter services, as quickly as possible when necessary. Such training shall include topics such as the various degrees of hearing impairment, sensitivity to the needs of the deaf community, language and cultural diversity in the deaf community, dispelling myths and misconceptions about persons who are deaf or hard of hearing, identification of communication needs of persons who are deaf or hard of hearing,

the proper use and role of qualified interpreters, and procedures and methods for accessing qualified interpreters.

**C. Training ETMC Staff with Telephone Contact**

Within one-hundred twenty (120) calendar days after the Effective Date of this Agreement, all ETMC Staff whose duties include the handling of incoming and outgoing telephone calls from the public shall receive additional special training and instructions on using TTYs and the Texas Relay or similar services to make telephone calls to (and receive telephone calls from) persons who are deaf or hard of hearing.

**VII. Reporting**

**A. Compliance Reports**

On the dates detailed in Section VII-B of this Agreement, ETMC shall provide a written report (“Compliance Report”) to OCR regarding the status of its compliance with this Agreement. The Compliance Report shall include data contained in Attachment B and may take the form of Attachment B.

**B. Submission of Compliance Reports**

ETMC shall submit the aforementioned Compliance Reports to OCR within thirty (30) days after the end of each of the following periods: (1) six (6) months after the Effective Date of this Agreement (covering the preceding six-month period) and (2) eight (8) months after the Effective Date of this Agreement (covering the preceding eight-month period).

**C. Additional Documentation**

1. Within one hundred eighty (180) calendar days of the Effective Date of this Agreement, ETMC shall provide a letter certifying that the distribution of materials required by Sections IV and V of this Agreement has occurred. The letter shall specify the date(s) that such distribution occurred, and the persons to whom the materials were provided;
2. Within one hundred eighty (180) calendar days of the Effective Date of this Agreement, ETMC shall provide documentation that the actions required in Paragraphs B through L of Section V of this Agreement have been completed;
3. Within two hundred seventy (270) calendar days after the Effective Date of this Agreement, ETMC shall provide documentation and a letter certifying that the training described in Section VI has been completed. The letter shall specify the date(s), time(s), and location(s) of the training, the person(s)

conducting the training, the content of the training, and the names and titles of those participating in the training; and

4. Within ten (10) months after the Effective Date of this Agreement, ETMC shall provide OCR with documentation, photographs of posted notices, and a letter certifying that ETMC has completed all the actions required by the Agreement.

**D. Summary of Section 504 Grievances**

At six (6), eight (8) and ten (10) months after the Effective Date of this Agreement, ETMC shall provide OCR with letters describing the number and type of Section 504 Grievances filed against ETMC and the status and outcome of each grievance.

**E. Maintenance of Records**

ETMC shall maintain appropriate records to document the information required by this Agreement and shall make them available, upon request, to OCR and shall retain those records throughout the Term of this Agreement.

**VIII. Signatures**

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

/s/

09/06/2011

\_\_\_\_\_  
Elmer G. Ellis  
President, Chief Executive Officer and Resident Agent  
East Texas Medical Center Regional Healthcare System  
Resident Agent, ETMC Crockett Hospital

\_\_\_\_\_  
Date

/s/

11/14/2011

\_\_\_\_\_  
Ralph D. Rouse  
Regional Manager, Region VI  
U.S. Department of Health and Human Services  
Office for Civil Rights

\_\_\_\_\_  
Date

Attachment A

*ETMC Facilities Covered by the Agreement*

Regional Services\*

(\*Includes all Home Health & EMS)

ETMC Home Health  
1(800) 256-7091

ETMC Emergency Services  
(903) 535-5800

Anderson County

ETMC First Physicians Clinic  
580 N. Frankston Hwy  
Frankston, TX 75763  
(903) 876-5888

Camp County

ETMC Pittsburg Hospital  
(& the New ETMC Pittsburg)  
2701 Hwy. 271 North  
Pittsburg, TX 75686  
(903) 946-5000

ETMC First Physician Clinic  
2701 Hwy. 271 N.  
Pittsburg, TX 75686  
(903) 946-5442

ETMC Home Health Regional Services  
208 Lafayette St  
Pittsburg, TX 75686

Cherokee County

ETMC Jacksonville Hospital  
501 S. Ragsdale St.  
Jacksonville, TX  
(903) 541-5000

ETMC Rusk Emergency Center  
1325 N. Dickinson  
Rusk, TX 75785  
(903) 683-3506

ETMC First Physicians Clinic  
203 Nacogdoches Ste 150  
Jacksonville, TX 75766  
(903) 594-2497

ETMC First Physicians Clinic  
1325 N. Dickinson  
Rusk, TX 75785  
(903) 683-3600

Franklin County

ETMC Mount Vernon Hospital  
500 Highway 37 South  
Mount Vernon, TX 75457  
(903) 537-8000

ETMC First Physicians Clinic  
506 Hwy. 37 S.  
Mount Vernon, TX  
(903)537-8222

Freestone County

ETMC Hospital Fairfield  
125 Newman St.  
Fairfield, TX 75840  
(903) 389-2121

ETMC First Physicians Clinic  
764 W. Commerce  
Fairfield, TX 75840  
(903) 389-2181

ETMC Home Health  
734 W. Commerce St  
Fairfield, TX 75840-1405  
(903) 389-3468

Henderson County

ETMC Athens Hospital  
2000 South Palestine  
Athens, TX 75751  
(903) 676-1000

ETMC Emergency & Outpatient Center  
100 Municipal Drive  
Gun Barrel City, TX  
(903) 713-1500

ETMC First Physicians Clinic  
1123 S. Palestine  
Athens, TX  
(903) 675-9526

ETMC First Physicians Clinic  
125 Hwy. 31 E.  
Chandler, TX 75758  
(903) 849-3862

ETMC First Physicians Clinic  
C615 East Cedar Creek Parkway  
Seven Points, TX 75143  
Phone: (903) 713-1490

ETMC First Physicians Clinic  
126 W. Main  
Gun Barrel City, TX 75156  
(903) 713-1582

ETMC First Physician Clinic  
100 Municipal Drive, Ste. 300  
Gun Barrel City, TX 75156  
(903) 713-1574

ETMC Home Health  
1336 S. Palestine St  
Athens, TX 75751

Hopkins County

ETMC First Physicians Clinic  
106 Medical Circle  
Sulphur Springs, TX  
(903) 439-6577

Houston County

ETMC Crockett Hospital  
1100 Loop 304 East  
Crockett, TX 75835-1129  
(936) 546-3862

ETMC First Physicians Clinic  
1050 Loop 304 E., Ste. 200  
Crockett, TX 75835  
(936) 544-5132

Panola County

ETMC Carthage Hospital  
409 Cottage Road  
Carthage, TX  
(903) 693-3841

ETMC First Physician Clinic  
702 N. Davis, Ste. 1  
Carthage, TX  
(903) 694-4824

ETMC First Physician Clinic  
409 W. Cottage Road  
Carthage, TX  
(903) 693-6626 / (903) 694-4941  
(903) 694-4710

ETMC First Physician Clinic  
704 N. Davis, Ste. 200  
Carthage, TX 75633  
(903) 694-4820/ (903) 694-4971

Red River County

ETMC Clarksville Hospital  
3000 West Main (Hwy. 82 West)  
Clarksville, TX 75426-1270  
(903) 427-6400

ETMC First Physicians Clinic  
322 US Hwy 271  
Bogata, TX 75417  
(903) 632-5632

Rusk County

ETMC Henderson Hospital  
300 Wilson Street  
Henderson, TX 75652  
(903) 657-7541

ETMC First Physician Clinic  
612 N. High St., Ste. A  
Henderson, TX 75652  
(903) 657-1441

ETMC First Physician Clinic  
300 Wilson St., 2nd floor  
Henderson, TX 75652  
(903) 655-6536 / (903) 657-3915

ETMC First Physician Clinic  
317 Wilson St.  
Henderson, TX 75652  
(903) 655-3814

Shelby County

ETMC First Physician Clinic  
1743 Southview Circle  
Center, TX  
(936) 591-8888

ETMC First Physician Clinic  
304 Logansport St.  
Center, TX  
(936) 598-3226

Smith County

ETMC Tyler Hospital  
1000 South Beckham  
Tyler, TX 75701  
(903) 597-0351

ETMC Lake Palestine  
18118 CR 344  
Flint, TX 75762  
(903) 825-3292

ETMC Broadway (ER Center)  
South Broadway at Grande  
Tyler, TX  
(903) 579-2800

ETMC First Physicians Clinic  
395 U.S. Highway 69 N  
Bullard, TX 75757  
(903) 894-3991

ETMC First Physicians Clinic  
18118 CR 344  
Flint, TX 75762  
(903) 825-3292

ETMC First Physicians Clinic  
306 E. Murchison  
Frankston, TX 75763  
(903) 876-5888

ETMC First Physicians Clinic  
Hideaway Lake Clinic  
14069 FM 849  
Lindale, TX 75771  
(903) 590-5260

ETMC First Physicians Clinic  
700 Olympic Plaza, Ste. 600  
Tyler, TX 75701  
(903) 596-3844

ETMC First Physicians Clinic  
700 Olympic Plaza Ste. 100  
Tyler, TX 75701  
(903) 596-3164

ETMC First Physicians Clinic  
700 Olympic Plaza, Ste. 850  
Tyler, TX 75701  
(903) 596-3504

ETMC First Physicians Clinic  
4101 University Blvd.  
Tyler, TX 75701  
(903) 266-2200

ETMC First Physicians Clinic  
1000 E. Fifth Street  
Tyler, TX 75701  
(903) 590-5000  
(903) 596-3862

ETMC First Physicians Clinic  
1000 Fifth Street, Ste. 400  
Tyler, TX 75701  
(903) 596-3500

ETMC First Physicians Clinic  
1028 E. Idel  
Tyler, TX 75701  
(903) 593-1749  
(903) 535-2902

ETMC First Physicians Clinic  
1318 Clinic Drive  
Tyler, TX 75701  
(903) 597-9622

ETMC First Physicians Clinic  
1100 E. Lake St.  
Tyler, TX 75701  
(903) 590-5151

ETMC First Physicians Clinic  
6210 S. Broadway  
Tyler, TX 75703  
(903) 579-2700

ETMC First Physicians Clinic  
TJC Clinic at Tyler Junior College  
1401 E. Lake, Suite 214  
Tyler, TX 75701  
(903) 510-3862

ETMC First Physicians Clinic  
2410 S. Main  
Lindale, TX 75771  
(903) 881-0460

ETMC First Physicians Clinic  
602 Hwy. 110 N.  
Whitehouse, TX 75791  
(903) 839-1775

ETMC EMS  
1000 S Beckham Ave  
Tyler, TX 75701-1908  
(903) 531-8285

ETMC Home Health  
1409 S Beckham Ave Ste. 300  
Tyler, TX 75701-3326  
(903) 535-6051

Trinity County

ETMC Trinity Hospital  
317 Prospect Drive  
Trinity, TX 75862  
(936) 594-3541

ETMC First Physicians Clinic  
315 Prospect Drive  
Trinity, TX 75862  
(936) 594-3595



Upshur County

ETMC Gilmer Hospital  
712 N. Wood  
Gilmer, TX 75644  
(903) 841-7100

ETMC First Physicians Clinic  
711 North Titus  
Gilmer, TX 75644

Van Zandt County

ETMC First Physicians Clinic  
406 E. Hwy 243  
Canton, TX 75103  
(903) 567-4784

ETMC First Physicians Clinic  
113 W. Main St.  
Van, TX 75790  
(903) 963-8303

Wood County

ETMC Quitman Hospital  
117 Winnsboro Street  
Quitman, TX 75783  
(903) 763-6300

ETMC First Physician Clinic  
108 Parker St., Ste. 100  
Quitman, TX 75783  
(903) 763-6220

ETMC First Physician Clinic  
108 Parker St., Ste. 400  
Quitman, TX 75783  
(903) 763-6144 / (903) 763-6220

ETMC First Physician Clinic  
5875 S. St. Highway 37  
Mineola TX 75773  
(903) 569-6124

ETMC First Physician Clinic  
1220 N Pacific Ave Ste. 2  
Mineola, TX 75773  
(903) 569-0610

Attachment B

**COMPLIANCE REPORT to the OFFICE FOR CIVIL RIGHTS**

**07-68926**

1. General Obligations

Attach a copy of updated policy and procedures for effective communication with deaf or hard of hearing Patients and Companions as described in the Agreement, which shall include:

- a. policy statement;
- b. procedural steps and sequence for obtaining a qualified interpreter;
- c. call lists and schedule for all qualified interpreters available; and
- d. the policy, procedure and steps implemented by the Section 504 Coordinator to oversee and ensure the quality of the services provided by the qualified interpreters.

2. Communication and Training

Attach a copy of staff training information, sign-in sheets, and other training documentation on revised policy and procedures for effective communication with deaf or hard of hearing Patients and Companions as set forth in Section VI.

Also attach copies of detailed communication updates, newsletter announcements, intranet announcements, email announcements, etc.

3. Provision of Interpreter Services Data

Attach documentation as to total number of requests for interpreting services received by ETMC, the total number of qualified interpreters provided, the sources of the qualified interpreters, the number of untimely responses for requests for interpreters, actual response times for all requests, the number of denials by ETMC for interpreter services, and the basis for such denials as set forth in Section V-E.3.

Also submit supporting documentation as to qualified interpreter contracts, qualified interpreter call lists and schedules (for in-house qualified interpreters), and other supporting information to clarify the information in the compliance report.

## Attachment C

### *Example of a Section 504 Grievance Procedure that Incorporates Due Process Standards*

#### **SECTION 504 GRIEVANCE PROCEDURE**

It is the policy of **[insert name of covered ETMC facility or service]** not to discriminate on the basis of disability. **[Insert name of covered ETMC facility or service]** 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. Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance. The Law and Regulation, 45 C.F.R. Part 84, may be examined in the office of **[insert name, title, tel. no. of Section 504 Coordinator]**, who has been designated to coordinate the efforts of **[insert name of covered ETMC facility or service]** to comply with Section 504.

Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for **[insert name of covered ETMC facility or service]** to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

#### **PROCEDURE:**

- Grievances must be submitted to the Section 504 Coordinator within forty-five (45) calendar 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 Section 504 Coordinator (or his/her designee) shall conduct an investigation of the complaint. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Section 504 Coordinator will maintain the files and records of **[insert name of covered ETMC facility or service]** relating to such grievances.
- The Section 504 Coordinator will issue a written decision on the grievance no later than thirty (30) calendar days after its filing.
- The person filing the grievance may appeal the decision of the Section 504 Coordinator by writing to the **[insert Administrator/Chief Executive Officer/Board of Directors/etc.]** within fifteen (15) calendar days of receiving the Section 504 Coordinator's decision. The **[insert Administrator/Chief**

**Executive Officer/Board of Directors/etc.]** shall issue a written decision in response to the appeal no later than thirty (30) calendar days after its filing.

- The availability and use of this grievance procedure does not prevent a person from filing a complaint of discrimination on the basis of disability with the:

Office for Civil Rights, Region VI  
U. S. Department of Health and Human Services  
1301 Young Street, Suite 1169  
Dallas, Texas 75202  
Phone: (214) 767-4056  
FAX: (214) 767-0432  
TDD: (214) 767-8940

**[Insert name of covered ETMC facility or service]** will make appropriate arrangements to ensure that disabled persons are provided other accommodations, if needed, to participate in this grievance process. Such arrangements may include, but are not limited to, providing interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The Section 504 Coordinator will be responsible for such arrangements.

Attachment D

*Example of a Notice of Nondiscrimination  
(for posting in the facility and inserting in advertising or admissions packages)*

**NOTICE OF NONDISCRIMINATION**

**[insert name of covered ETMC facility or service]** does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of race, color, national origin, creed, religion, disability, sex, or age in admission to, participation in, or receipt of the services and benefits under any of its programs and activities, whether carried out by **[insert name of covered ETMC facility or service]** directly or through a contractor or any other entity with which **[insert name of covered ETMC facility or service]** 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, other applicable Federal civil rights statutes, and Regulations of the U.S. Department of Health and Human Services, at Title 45 Code of Federal Regulations Parts 80, 84, and 91.

In case of questions, please contact:

Facility or Service:

Contact Person/Section 504 Coordinator:

Title:

Telephone number:

TDD or State Relay number:

Address:

Attachment E

*Example of a Nondiscrimination Statement  
(for use in brochures, pamphlets, publications, etc.)*

**NONDISCRIMINATION STATEMENT**

**[Insert name of covered ETMC facility or service]** does not discriminate against any person on the basis of race, color, national origin, creed, religion, disability, sex, or age in admission, treatment, or participation in its programs, services and activities, or in employment. For further information about this policy, contact: **[insert name of Section 504 Coordinator, title, telephone number, TDD/State Relay, fax number]**.

## Attachment F

### *Example of a Policy and Procedures for Providing Auxiliary Aids for Persons with Disabilities*

#### **AUXILIARY AIDS AND SERVICES FOR PERSONS WITH DISABILITIES POLICY**

**[Insert name of covered ETMC facility or service]** will take appropriate steps to ensure that persons with disabilities, including persons who are deaf, hard of hearing, or blind, or who have other sensory or manual impairments, have an equal opportunity to participate in our services, activities, programs and other benefits. The procedures outlined below are intended to ensure effective communication with patients/clients involving their medical conditions, treatment, services and benefits. The procedures also apply to, among other types of communication, communication of information contained in important documents, including waivers of rights, consent to treatment forms, financial and insurance benefits forms, etc. **[include those documents applicable to the covered ETMC facility or service]**. All necessary auxiliary aids and services shall be provided without cost to the person being served.

All staff will be provided written notice of this policy and procedure, and staff that may have direct contact with individuals with disabilities will be trained in effective communication techniques, including the effective use of interpreters.

#### **PROCEDURES:**

##### 1. Identification and assessment of need:

**[Insert name of covered ETMC facility or service]** provides notice of the availability of and procedure for requesting auxiliary aids and services through notices in our **[website, brochures, handbooks, letters, print/radio /television advertisements, etc.]** and through notices posted **[in waiting rooms, lobbies, etc.]**. When an individual self-identifies as a person with a disability that affects the ability to communicate or to access or manipulate written materials or requests an auxiliary aid or service, staff will consult with the individual to determine what aids or services are necessary to provide effective communication in particular situations.

##### 2. Provision of Auxiliary Aids and Services:

**[Insert name of covered ETMC facility or service]** shall provide the following auxiliary aids and services to achieve effective communication with persons with disabilities:

###### A. For Persons Who Are Deaf or Hard of Hearing

(i) For persons who are deaf or hard of hearing and who use sign language as their primary means of communication, the **[insert responsible staff person/ position/department and a telephone number]** is responsible for providing effective interpretation or arranging for a qualified interpreter when needed.

In the event that an interpreter is needed, the **[insert responsible staff person/position/department]** is responsible for:

- Maintaining a list of qualified interpreters on staff showing their names, phone numbers, qualifications and hours of availability **[attach or insert the list]**;
- Contacting the appropriate interpreter on staff to interpret, if one is available and qualified to interpret; or
- Obtaining an outside interpreter if a qualified interpreter on staff is not available. **[Identify the agency(s) name with whom the covered ETMC facility or service has contracted]** has agreed to provide interpreter services. The agency's/agencies' telephone number(s) is/are **[insert telephone number(s) and the hours of availability]**.

**[Note: If video interpreter services are provided via computer, the procedures for accessing the service must be included in the policy.]**

(ii) Communicating by Telephone with Persons Who Are Deaf or Hard of Hearing

**[Listed below are three methods for communicating over the telephone with persons who are deaf or hard of hearing. Select the method(s) to incorporate in the policy that best applies/apply to the covered ETMC facility or service.]**

**[Insert name of covered ETMC facility or service]** utilizes a teletypewriter/telecommunication device for the deaf (TTYs/TDDs) for external communication. The telephone number for the TTY/TDD is **[insert number]**. The TTY/TDD and instructions on how to operate it are located **[insert location]** in the facility; OR

**[Insert name of covered ETMC facility or service]** has made arrangements to share a teletypewriter/telecommunication device for the deaf (TTYs/TDDs). When it is determined by staff that a TTY/TDD is needed, we contact **[identify the entity e.g., library, school or university, provide address and telephone numbers]**; OR

**[Insert name of covered ETMC facility or service]** utilizes relay services for external telephone communication with teletypewriter/telecommunication device for the deaf (TTYs/TDDs) users. We accept and make calls through a



relay service. The state relay service number is **[insert telephone for your State Relay]**.

(iii) For the following auxiliary aids and services, staff will contact **[insert responsible staff person or position and a telephone number]**, who is responsible for providing the following auxiliary aids and services in a timely manner:

**[Include those aids applicable to the facility or service, e.g., note-takers; computer-aided transcription services; telephone handset amplifiers; written copies of oral announcements; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning; videotext displays; or other effective methods that help make orally delivered materials available to individuals who are deaf or hard of hearing.]**

(iv) Some persons who are deaf or hard of hearing may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the person will not be used as interpreters unless specifically requested by that individual and after an offer of an interpreter at no charge to the person has been made by the covered ETMC facility or service. Such an offer and the response will be documented in the person's file. If the 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 by the covered ETMC facility or service.

**NOTE: Children and other individuals will not be used to interpret, in order to ensure confidentiality of information and accurate communication.**

#### B. For Persons Who are Blind or Who Have Low Vision

(i) Staff will communicate information contained in written materials concerning consent, treatment, benefits, services, and waivers of rights by reading forms out loud and explaining these forms to persons who are blind or who have low vision **[in addition to reading, this section should describe the other aids that are available, where they are located, and how they are used]**.

The following types of large print, taped, Braille, and electronically formatted materials are available: **[identify the materials available]**. These materials may be obtained by calling **[insert responsible staff person/position/department and telephone number]**.

(ii) Staff will contact **[insert responsible staff person/position/department and a telephone number]**, who is responsible for providing the following aids and services in a timely manner:

**[Include those aids applicable to the covered ETMC facility or service, e.g., qualified readers; reformatting into large print; taping or recording of print materials not available in alternate format; or other effective methods that help make visually delivered materials available to individuals who are blind or who have low vision.]** In addition, staff members are available to assist persons who are blind or who have low vision in filling out forms and in otherwise providing information in a written format.

C. For Persons With Speech Impairments

To ensure effective communication with persons with speech impairments, staff will contact **[insert responsible staff person/position/department and telephone number]**, who is responsible to provide the aids and services in a timely manner:

**[Include those aids applicable to the covered ETMC facility or service, e.g., writing materials; typewriters; TDDs; computers; flashcards; alphabet boards; communication boards; and other communication aids.]**

D. For Persons With Manual Impairments

Staff will assist those who have difficulty in manipulating print materials by holding the materials and turning pages as needed, or by providing one or more of the following:

**[Include those aids applicable to the covered ETMC facility or service, e.g., note-takers; computer-aided transcription services; speaker phones; or other effective methods that help to ensure effective communication by individuals with manual impairments.]** For these and other auxiliary aids and services, staff will contact **[insert responsible staff person/position/department and telephone number]** who is responsible to provide the aids and services in a timely manner.