

VOLUNTARY RESOLUTION AGREEMENT

BETWEEN THE

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

AND

CHRISTUS TRINITY MOTHER FRANCES HEALTH SYSTEM

OCR TRANSACTION NUMBER: 18-316253

I. Introduction

The parties to this Voluntary Resolution Agreement (the “Agreement”) are the United States Department of Health and Human Services, Office for Civil Rights (“OCR”), and CHRISTUS Trinity Mother Frances Health System (“CHRISTUS TMF”). CHRISTUS TMF is a not-for-profit organization that includes six hospitals and over thirty-six clinics and outpatient centers in East Texas. This Agreement resolves OCR Transaction Number: 18-316253. Based on prior complaints received by OCR involving the provision of auxiliary aids, OCR initiated a compliance review into whether CHRISTUS TMF discriminated against individuals on the basis of disability (deafness), in violation of Section 504 of the Rehabilitation Act of 1973 and Section 1557 of the Patient Protection and Affordable Care Act. Specifically, OCR reviewed whether CHRISTUS TMF failed to provide appropriate auxiliary aids and services to individuals when necessary for effective communication.

A. Parties to the Agreement:

1. United States Department of Health and Human Services, Office for Civil Rights; and
2. CHRISTUS Trinity Mother Frances Health System.

B. Jurisdiction:

CHRISTUS TMF receives Federal financial assistance (“FFA”) through its participation in Medicare, Title XVIII of the Social Security Act, 42 U.S.C. § 1395 *et seq.*, and Medicaid, Title XIX of the Social Security Act, 42 U.S.C. § 1396 *et seq.* programs and is subject to Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and its implementing regulations, 45 C.F.R. Part 84 (“Section 504”). Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance.

Furthermore, as a health program that receives FFA through the Medicaid and Medicare programs, CHRISTUS TMF is obligated to comply with Section 1557 of

the Patient Protection and Affordable Care Act, 42 U.S.C. § 18116 and its implementing regulations, 45 C.F.R. Part 92 (“Section 1557”). Section 1557 prohibits health programs and activities that receive FFA from HHS from implementing policies and practices that discriminate, or have the effect of discriminating, against individuals on the grounds of race, color, national origin, age, sex, or disability.

- C. **Purpose of the Agreement:** To resolve these matters without further burden or the expense of litigation, CHRISTUS TMF agrees to the terms within this Agreement and affirms that it will comply with all provisions of Section 504 and Section 1557. CHRISTUS TMF’s willingness to enter into this Agreement with OCR in no way constitutes an admission of liability and demonstrates CHRISTUS TMF’s ongoing efforts to accommodate individuals with disabilities. The promises, obligations or other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between CHRISTUS TMF and OCR. The actions described in this Agreement fully address the issues described in the complaint.

II. **Definitions**

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

- A. **“Patient”** means any individual who is seeking or receiving health care or other services from CHRISTUS TMF or the employees and/or contractors under its supervision or control.
- B. **“CHRISTUS TMF” and/or “CHRISTUS TMF staff”** means employees and/or contractors under CHRISTUS TMF’s supervision or control, including but not limited to physicians, registered nurses, physical therapists, occupational therapists, and administrative staff members.
- C. **“Appropriate Auxiliary Aids and Services”** includes qualified interpreters on-site or through video remote interpreting (VRI) services; note takers; real-time computer aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunication devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing. 28 CFR 35.104; 45 CFR 92.4.
- D. **“Companion”** means a family member, friend, or associate of a Patient who, along with the Patient, is an appropriate person with whom CHRISTUS TMF should communicate. 28 CFR 35.160(a)(2).

- E. **“Qualified Interpreter”** means an interpreter who, via a video remote interpreting (VRI) service or an onsite-appearance, adheres to generally accepted interpreter ethics principles, including client confidentiality; and is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. Qualified interpreters include, for example, sign language interpreters, oral transliterators, and cued-language transliterators. 28 CFR 35.104. Not all interpreters are qualified for all situations. For example, an interpreter who is qualified to interpret using American Sign Language (ASL) is not necessarily qualified to interpret orally. Someone who has only a rudimentary familiarity with sign language or finger spelling is not a Qualified Interpreter under this Agreement. Likewise, someone who is fluent in ASL but unable to translate spoken communication into ASL or to translate signed communication into spoken words is not a Qualified Interpreter. Someone who is fluent in Signed English, but is unable to interpret using ASL is not qualified to interpret for an individual who communicates using ASL.
- F. **“Video Remote Interpreting” or “VRI”** means an interpreting service that uses video conference technology over dedicated lines or wireless technology offering high-speed, wide-bandwidth video connection that delivers high-quality video images. 28 CFR 35.104.

III. **General Provisions**

- A. **Recipient Covered by the Agreement:** This Agreement covers all programs, services and activities, which CHRISTUS TMF administers or provides directly or through sub-recipients or contractors, throughout the Term of this Agreement.
- B. **Suspension of Administrative Actions:** OCR shall suspend administrative action on OCR Transaction Number: 18-316253 subject to CHRISTUS TMF’s continued performance of the stated obligations and required actions contained in this Agreement.
- C. **Effective Date and Term of the Agreement:** This Agreement shall become effective on the date it is signed by all parties (the “Effective Date”) and will remain in effect for three (3) years after the Effective Date, at which point if OCR determines that CHRISTUS TMF has substantially complied with this Agreement, then OCR’s review and monitoring of this Agreement shall terminate. This Agreement may be executed in counterparts. Notwithstanding the Term of this Agreement, CHRISTUS TMF acknowledges that it will comply with Section 504 and Section 1557 and other applicable Federal nondiscrimination statutes and their implementing regulations, for so long as it continues to receive Federal financial assistance.
- D. **Failure to Comply with the Agreement:** If OCR determines that CHRISTUS TMF has failed to substantially comply with any provision of this Agreement, the parties will confer and attempt to reach agreement as to what steps may be

necessary to resolve the compliance issues to both parties' satisfaction. If an agreement is not reached, OCR may terminate this Agreement within thirty (30) calendar days' notice and take appropriate measures to effectuate CHRISTUS TMF's compliance with Section 504 and Section 1557. Such measures may include OCR reopening its investigation of CHRISTUS TMF's compliance with Section 504 and Section 1557. OCR may incorporate into its reopened investigation any relevant evidence of noncompliance with the Agreement and any relevant evidence obtained by OCR prior to signing of the Agreement. OCR may also exercise all rights available under Section 504 and Section 1557, including, but not limited to issuing noncompliance findings and the initiation of enforcement proceedings to terminate Federal financial assistance to CHRISTUS TMF.

- E. **Effect on Other Compliance Matters:** The terms of this Agreement do not apply to any other issues, reviews, investigations or complaints of discrimination that are unrelated to the subject matter of this Agreement and that may be pending before OCR or any other Federal agency. Any unrelated compliance matter arising from subsequent reviews or investigations shall be addressed and resolved separately. Nothing in this Agreement shall be construed to limit or restrict OCR's statutory and regulatory authority to conduct future complaint investigations and compliance reviews related to CHRISTUS TMF and the subject matter of this Agreement. This Agreement does not address or resolve issues involved in any other complaint investigation, compliance review, or administrative action under Federal laws by other Federal Agencies, including any action or investigation under Section 504 and Section 1557.
- F. **Prohibition Against Retaliation and Intimidation:** CHRISTUS TMF shall not retaliate, intimidate, threaten, coerce or discriminate against any person who has filed a complaint or who has assisted or participated in the investigation of any matter addressed in this Agreement.
- G. **OCR's Review of CHRISTUS TMF's Compliance with the Agreement:** OCR may review CHRISTUS TMF's compliance with this Agreement at any time while the Agreement is in effect. As part of such review, OCR may require written reports, access to witnesses, copies of documents, and/or inspection of CHRISTUS TMF. Throughout the duration of this Agreement, CHRISTUS TMF agrees to retain records related to services for deaf individuals; complaints made regarding discrimination made to CHRISTUS TMF; all contracts, maintenance reports, and issues regarding services CHRISTUS TMF provides to deaf individuals; and related documents. These documents may be used by OCR to assess CHRISTUS TMF's compliance. OCR will maintain the confidentiality of all documents, files and records received from CHRISTUS TMF; and will not disclose their contents except where necessary in formal enforcement proceedings or where otherwise required by law.
- H. **Non-Waiver Provision:** OCR's failure to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision shall not be

construed as a waiver of OCR's right to enforce other deadlines or any provisions of this Agreement.

- I. **Entire Agreement:** This Agreement constitutes the entire understanding between CHRISTUS TMF and OCR in resolution of OCR Transaction Number: 18-316253. Any statement, promise or agreement not contained herein shall not be enforceable through this Agreement.
- J. **Modification of Agreement:** This Agreement may be modified by mutual agreement of the parties in writing.
- K. **Publication or Release of Agreement:** OCR places no restrictions on the publication of this Agreement or its terms. In addition, OCR may be required to release this Agreement and all related materials to any person upon request, consistent with the requirements of the Freedom of Information Act, 5 U.S.C. § 522, and its implementing regulation, 45 C.F.R. Part 5.
- L. **Third Party Rights:** This Agreement can be enforced only by the parties specified in this Agreement, their legal representatives and assigns. This Agreement shall be unenforceable by third parties and shall not be construed to create third party beneficiary rights.
- M. **Technical Assistance:** OCR will provide appropriate technical assistance to CHRISTUS TMF regarding compliance with this Agreement, as requested and as reasonably necessary.
- N. **Miscellaneous:** When OCR verifies that CHRISTUS TMF has completed all actions contained in this Agreement, OCR shall consider all matters related to this investigation resolved and so notify CHRISTUS TMF in writing.
- O. **Severability:** The Parties will not, individually or in combination with one another, seek to have any court declare or determine that any portion of this Agreement is invalid, illegal, or unenforceable. In the event that a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such provision shall be severed from the Agreement and all other provisions shall remain valid and enforceable; provided, however, that if the severance of any such provision materially alters the rights or obligation of the Parties, they shall, through reasonable, good faith negotiations, agree upon such other amendments hereto as may be necessary to restore the Parties as closely as possible to the relative rights and obligation initially intended to them hereunder.
- P. **Successor in Interest:** This Agreement is binding on the Parties, and their assigns or successors in interest, and CHRISTUS TMF shall have a duty to so notify all such assigns or successors in interest of the existence and terms of this Agreement.

IV. Obligations

- A. **Community Outreach:** Within ninety (90) calendar days of the Effective Date of this Agreement, CHRISTUS TMF shall: establish contact with disability groups in CHRISTUS TMF's service area and listed in (Appendix A); and; conduct bi-annual outreach to the identified disability groups on the available auxiliary aids services that CHRISTUS TMF provides to deaf/hard of hearing individuals.
- B. **Grievance Procedure:** Within fifteen (15) calendar days of the Effective Date of this Agreement, CHRISTUS TMF shall revise its Grievance Procedure to provide for the prompt and equitable resolution of complaints alleging discrimination on the protected bases covered by Section 504 and Section 1557, as set forth in Appendix B. The revised policy will be submitted to OCR for review and approval. 45 CFR 84.7(b).
- C. **Appropriate Auxiliary Aids and Services:** Consistent with Section 504 and Section 1557, CHRISTUS TMF will furnish appropriate auxiliary aids and services where necessary to ensure effective communication with individuals with disabilities, and take appropriate steps to ensure that communication with Patients, Companions, and members of the public who are deaf or hard of hearing are as effective as communication with others. CHRISTUS TMF will provide appropriate auxiliary aids and services in a timely manner, in accessible formats, and in such a way so as to protect the privacy and independence of the individual with a disability consistent with the provisions set forth in this Agreement. CHRISTUS TMF will give primary consideration to the requests of individuals with disabilities when determining what types of auxiliary aids and services are necessary, but an individual's need to receive urgent medical care will also be given strong consideration when determining whether to use VRI or a qualified onsite interpreter. 28 CFR 35.104; 28 CFR 35.160(a)(1),(b)(1),(b)(2).TUS
- D. **Prohibition of Surcharges:** All appropriate auxiliary aids and/or services required by this Agreement will be provided free of charge to Patients and Companions who are deaf or hard of hearing. 45 CFR 92.8(a)(2).
- E. **Timing of Communication Assessment and Determination:** CHRISTUS TMF personnel will perform and document a communication assessment as part of each initial Patient assessment, and reassess communication effectiveness regularly. If there is any indication from an initial assessment, inquiry, request, or CHRISTUS TMF's observations that a Patient or Companion is deaf or hard of hearing and auxiliary aids and services are necessary, CHRISTUS TMF personnel who are primarily responsible for coordinating and/or providing patient care services, in consultation with the Patient or Companion wherever possible, will determine which appropriate auxiliary aids and services are necessary.
- F. **Communication Assessment Criteria:** In determining which type of auxiliary aids or services are needed to ensure effective communication, CHRISTUS TMF

shall give Primary Consideration to the requests of a Patient or Companion who is deaf or hard of hearing. The determination made by CHRISTUS TMF personnel will take into account all relevant facts and circumstances, including without limitation the following:

- a. the method of communication used by the individual, giving Primary Consideration to the Patient's or Companion's request for or statement of need for a particular auxiliary aid or service;
- b. the nature and type of healthcare services that will be delivered.
- c. the nature, length, and complexity of the communication at issue;
- d. the context in which the communication is taking place, including the reasonably foreseeable health care activities of the Patient and the Patient's health status or changes thereto; and
- e. with regard to the provision of Qualified Interpreters, the circumstances described in Sections IV.J, IV.K, and IV.L. 28 CFR 35.160(b)(2).

G. Documentation of Communication Assessment Relating to Provision of Auxiliary Aids and Services: Documentation of any assessment and determination as to the provision of auxiliary aids and services will be consistently maintained in the Patient's medical records (e.g., in the "Clinical List Update") and include the elements contained in the Auxiliary Aid and Service Log(s), as set forth in Section IV.R. For the duration of this Agreement, documentation of any assessment and determination as to the provision of auxiliary aids and services will also be maintained in the Auxiliary Aid and Service Log(s), as set forth in Section IV.R. Consistent with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, 45 C.F.R. Parts 160 and 164, CHRISTUS TMF shall label or make a notation in the Patient's record to alert CHRISTUS TMF personnel to the fact that the Patient or Companion is deaf or hard of hearing and will take appropriate steps to ensure that all CHRISTUS TMF personnel reasonably likely to have contact with a Patient or a Companion are made aware of the auxiliary aid or service(s) that have been identified as necessary to communicate effectively with the Patient or Companion.

H. Determination Not to Provide Requested Auxiliary Aid or Service: If, after conducting the assessment as described in Section IV.F of this Agreement, CHRISTUS TMF determines that it will not provide a particular auxiliary aid or service requested by a Patient or Companion who is deaf or hard of hearing based on undue financial or administrative burden or because an equally effective auxiliary aid or service is available, CHRISTUS TMF personnel shall so advise the individual requesting the auxiliary aid or service, provide a copy of the Grievance Procedure, and secure a means of effective communication in a timely manner. CHRISTUS TMF shall document the basis for the determination, including the date of the determination, the name and title of the CHRISTUS TMF personnel who made the determination, and the alternative auxiliary aid or service, if any, that CHRISTUS TMF decided to provide, in the Patient's record, as set forth in Section IV.G, and in the Auxiliary Aid and Service Log, as set forth in

Section IV.R. A copy of this documentation shall be provided to the Patient or Companion upon request.

- I. Redetermination and Subsequent Visits:** Once a plan for accommodation has been established, CHRISTUS TMF shall not modify said plan without consulting the Patient and/or Companion. CHRISTUS TMF shall reassess its determination of which appropriate auxiliary aids and services are necessary, in consultation with the Patient or Companion, regularly throughout the visit to ensure effective communication, and promptly after a Patient or Companion indicates that communication is not currently or has not been effective. CHRISTUS TMF will document in the Patient's medical records and in the Auxiliary Aid and Service Log, as set forth in Section IV.R, any instance where a Patient or Companion indicates that the auxiliary aids and services provided by CHRISTUS TMF have not been effective; any reassessment; and the results of any redeterminations. With respect to any subsequent visits, CHRISTUS TMF will consult the Patient's records to review what, if any, auxiliary aids or services may be necessary without requiring additional assessments or requests for the appropriate auxiliary aids and services by the Patient or Companion, unless the Patient or Companion indicates otherwise.
- J. Circumstances When Qualified Interpreters Will Be Provided:** CHRISTUS TMF shall provide Qualified Interpreters, on-site or through a VRI service, to Patients and Companions as necessary to ensure effective communication. The following are examples of circumstances and types of communication when it is likely necessary to provide a Qualified Interpreter:
- a. obtaining a Patient's medical history or description of symptoms and medical condition;
 - b. discussing or explaining a Patient's diagnosis, current condition, prognosis, treatment options or recommendation for treatment;
 - c. discussing or explaining procedures, tests, or treatments;
 - d. discussing or explaining test results;
 - e. discussing or explaining prescribed medications, instructions for how and when medication is to be taken, and possible side effects and interactions of medications;
 - f. obtaining informed consent or permission for procedures, surgery, or other treatment options;
 - g. communicating during treatment and testing;
 - h. communicating during discharge or post-operative planning and instruction;
 - i. communicating during physical and occupational therapy sessions;
 - j. explaining living wills or powers of attorney (or their availability);
 - k. discussing complex financial or insurance matters; and
 - l. any other circumstance in which a qualified interpreter is necessary to ensure a Patient's rights provided by law.

- K. Video Remote Interpreting (VRI) Services Assessment Criteria:** In determining whether a Qualified Interpreter via VRI is appropriate to provide effective communication, relevant factors include the following:
- a. the need for medical or surgical care and the requisite urgency;
 - b. the Patient or Companion is limited in his or her ability to see the video screen, either due to limited vision or the physical positioning of the Patient (e.g., lying in a prone position or moving frequently during a physical or occupational therapy session);
 - c. the Patient or Companion has limited ability to move his or her head, hands, or arms;
 - d. the Patient has cognitive limitations, loss of consciousness, or pain issues;
 - e. there are multiple people in a room and the information exchanged is highly complex or fast-paced;
 - f. the Patient or Companion may move repeatedly to areas of CHRISTUS TMF that do not have a designated high-speed internet line;
 - g. the Patient will be treated in a room where there are space restrictions; and
 - h. whether the VRI can be provided in accordance with the performance standards described in Section IV.L.

- L. Standards for Providing Video Remote Interpreting (VRI):** Whenever a Qualified Interpreter via VRI is provided or used, CHRISTUS TMF shall ensure that it provides VRI in accordance with the following standards:
- a. Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication;
 - b. A sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of his or her body position;
 - c. A clear, audible transmission of voices; and
 - d. Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI. 28 CFR 35.160(d).

Once the system is operating, CHRISTUS TMF personnel shall ask the Patient or Companion whether the VRI is meeting his or her communication needs and make a record of his or her response, consistent with Section IV.G. In the event that the Patient or Companion cannot communicate effectively using any VRI service CHRISTUS TMF elects to acquire and offer, CHRISTUS TMF shall make all reasonable efforts to locate an on-site Qualified Interpreter or other auxiliary aid or service that will provide effective communication; periodically inform the Patient or Companion of the status of those efforts; and document the concern and the steps taken to locate a Qualified Interpreter.

- M. Restricted Use of Adults Accompanying a Patient or Companion to Interpret or Facilitate Communication:** CHRISTUS TMF shall not require a Patient or Companion who is deaf or hard of hearing to bring another individual to interpret for him or her. CHRISTUS TMF shall not rely on an adult accompanying a Patient or Companion who is deaf or hard of hearing to facilitate communication except -
- a. In an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available; or
 - b. Where the Patient or Companion who is deaf or hard of hearing specifically requests that the accompanying adult interpret or facilitate communication; the accompanying adult agrees to provide such assistance; and reliance on that adult for such assistance is appropriate under the circumstances.
28 CFR 35.160(c)(1), (2).
- N. Restricted Use of Minors to Interpret or Facilitate Communication:** CHRISTUS TMF shall not rely on a minor accompanying a Patient or Companion to interpret or facilitate communications between CHRISTUS TMF personnel and a Patient or Companion except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no interpreter available. 28 CFR 35.160(c)(3).
- O. Qualified Interpreters:** CHRISTUS TMF will develop and implement a process to ensure that any interpreter with whom it contracts is qualified.
- P. Training:** To ensure compliance with this Agreement and the law as it relates to the provision of auxiliary aids and services, CHRISTUS TMF agrees to conduct annual training to all workforce members regarding Section 504, Section 1557, and the provision of auxiliary aids to individuals who are deaf or hard of hearing. The training shall occur within ninety (90) calendar days of the Effective Date of this Agreement. All new CHRISTUS TMF workforce members will receive training within sixty (60) calendar days of their start date at CHRISTUS TMF or sixty (60) calendar days following OCR's approval of the training materials.
- Q. Timeframe for Providing Qualified Interpreters:** CHRISTUS TMF shall ensure that it provides Qualified Interpreters in a timely manner, as set forth below. 28 CFR 35.160(b)(2); 45 CFR 92.8(a)(2).
- a. Request for Qualified Interpreter for a non-scheduled incident. For all non-scheduled incidents, CHRISTUS TMF will provide a Qualified Interpreter, via an on-site appearance or VRI, as soon as practicable after a request or determination that a Qualified Interpreter is necessary. Between the time when a Qualified Interpreter is requested and when a Qualified Interpreter is made available, CHRISTUS TMF personnel will inform the Patient or Companion of the current efforts being taken to secure a Qualified Interpreter and continue to communicate with the Patient 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 the most effective means of communication available where appropriate. Notification of the efforts to secure a Qualified Interpreter does not lessen CHRISTUS TMF's obligation to provide a Qualified Interpreter as required by this Agreement. Efforts to communicate with the Patient or Companion in the interim shall not involve the use of accompanying adults or minors to interpret or facilitate communication, except under the limited circumstances specified in Section IV.M and IV.N.

- b. Request for Qualified Interpreter for scheduled events. For all scheduled events when there is at least twenty-four (24) hours' notice in advance of the time when an interpreter is required, CHRISTUS TMF shall make a Qualified Interpreter available at the time of the scheduled event. Even when there are fewer than twenty-four (24) hours from the request to the scheduled event, CHRISTUS TMF will make reasonable efforts to provide an on-site Qualified Interpreter for the scheduled event. If an on-site Qualified Interpreter is necessary, but not available, and it is medically appropriate to do so, CHRISTUS TMF may make arrangements, with the Patient's agreement, to reschedule the appointment within forty-eight (48) hours of the request to a time when an interpreter can be appropriately scheduled. If an interpreter fails to arrive for the appointment, CHRISTUS TMF shall immediately arrange for a Qualified Interpreter within the timeframes specified in Section IV.Q.

Any deviations from the applicable response times will be documented in the Auxiliary Aid and Service Log, as described in Section IV.R., and then addressed with the interpreting service provider.

- R. Auxiliary Aid and Service Log(s): Within ninety (90) calendar days of the Effective Date of this Agreement, CHRISTUS TMF shall document and maintain a log, or logs, of each request for an auxiliary aid or service, recording the time and date of the request; the name of the individual who made the request; the name of the individual for whom the auxiliary aid or service is being requested (if different from the requestor); the specific auxiliary aid or service requested; the time and date of the request and, if applicable, the scheduled event; the time and date the auxiliary aid or service was provided; the type of auxiliary aid or service provided if different from what was requested; any deviations from the response times specified in Section IV.Q, and, if applicable, a statement and explanation as to why the requested auxiliary aid or service was not provided, including a description of any alternative auxiliary aid or service provided by CHRISTUS TMF. Such logs will be maintained for the Duration of this Agreement.

V. Reporting Requirements

CHRISTUS TMF agrees to provide OCR with the following:

- A.** No later than thirty (30) calendar days following an outreach event regarding the auxiliary aids services that CHRISTUS TMF provides to deaf/hard of hearing individuals, a copy of a list of the community members who attended.
- B.** No later than fifteen (15) calendar days after the Effective Date of this Agreement, a copy of CHRISTUS TMF's revised Grievance Procedure for review and approval. No later than thirty (30) calendar days following receipt of any requested revisions from OCR, CHRISTUS TMF will revise and resubmit.
- C.** No later than ninety (90) calendar days after the Effective Date of this Agreement, a copy of CHRISTUS TMF workforce training materials regarding effective communication and the provision of auxiliary aids to individuals who are deaf or hard of hearing for OCR review and approval. No later than thirty (30) calendar days following receipt of any requested revisions from OCR, CHRISTUS TMF will revise and resubmit.
- D.** At one hundred eighty (180) calendar days, twelve (12) months, twenty four (24) months, and thirty six (36) months after the Effective Date of this Agreement, an attestation signed by CHRISTUS TMF's CEO attesting that all members of the workforce have completed the training required by section IV.P.
- E.** No later than one hundred eighty (180) calendar days after the Effective Date of this Agreement, the criteria and assessment process used by CHRISTUS TMF to ensure all in-person sign language interpreters employed by, or contracted with, CHRISTUS TMF are qualified and a list of all sign language interpreters reviewed by CHRISTUS TMF.
- F.** At one hundred eighty (180) calendar days, twelve (12) months, twenty four (24) months, and thirty six (36) months after the Effective Date of this Agreement, a copy of CHRISTUS TMF's Auxiliary Aid and Service Log.
- G.** At one hundred eighty (180) calendar days, twelve (12) months, twenty four (24) months, and thirty six (36) months after the Effective Date of this Agreement, letters describing:
 - (1) the number and type of grievances and complaints filed by or on behalf of Patients (pursuant to this Agreement, Section II, Definitions) alleging discrimination on any protected basis under Section 504 or Section 1557, with CHRISTUS TMF and/or a member of its staff and/or with any Federal, state or local agency, medical board or licensing entity; and
 - (2) the status and/or outcome of each such grievance/complaint.
- H.** No later than ninety (90) calendar days after the Effective Date of this Agreement, copies of the Nondiscrimination Policy published in CHRISTUS TMF's pamphlets, brochures, website and/or other existing promotional material.

VI. Signatures

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

/s/

1/2/2020

J. Chris Glenney, CEO
CHRISTUS Northeast Texas Region

Date

/s/

1/9/2020

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

Date

Appendix A

Disability groups located in East Texas

East Texas Center for Independent Living
4713 Troup Highway
Tyler, TX 75703

Tyler Deaf and Hard of Hearing Center
P.O. BOX 6134
Tyler, TX 75711

East Texas Aging and Disability Resource Center (ADRC)
501 Pinetree Road
Longview, TX 75604

Palestine Resource Center for Independent Living
421 Avenue A.
Palestine, TX 75801

Abilities Success
1530 S. SW Loop 323, Ste 111
Tyler, TX 75701

ASL Communication Service LLC
299 N US HWY 287
Palestine, TX 75803

Appendix B

Grievance Procedure

It is the policy of CHRISTUS Trinity Mother Frances Health System (CHRISTUS TMF) not to discriminate on the basis of race, color, national origin, sex, age, or disability. CHRISTUS TMF has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 1557 of the Affordable Care Act (42 U.S.C. § 18116) and its implementing regulations at 45 C.F.R. pt. 92, issued by the U.S. Department of Health and Human Services. Section 1557 prohibits discrimination on the basis of race, color, national origin, sex, age or disability in certain health programs and activities. Section 1557 and its implementing regulations may be examined in the office of Chief Compliance Officer, Gregory J. Ehardt, CHRISUS Health 919 Hidden Ridge, Irving TX, 75038-3813, [REDACTED], who has been designated to coordinate the efforts of CHRISTUS TMF to comply with Section 1557.

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

Procedure:

- Grievances must be submitted to the Chief Compliance Officer, Section 1557 Coordinator, within sixty (60) days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Section 1557 Coordinator (or his/her designee) shall conduct an investigation of the complaint. This investigation may be informal, but it will be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Section 1557 Coordinator will maintain the files and records of CHRISTUS TMF relating to such grievances. To the extent possible, and in accordance with applicable law, the Section 1557 Coordinator will take appropriate steps to preserve the confidentiality of files and records relating to grievances and will share them only with those who have a need to know.
- The Section 1557 Coordinator will issue a written decision on the grievance, based on a preponderance of the evidence, no later than sixty (60) days after its filing, including a notice to the complainant of their right to pursue further administrative or legal remedies. The person filing the grievance may appeal the decision of the Section 1557 Coordinator by writing to the [REDACTED] [to be determined by CHRISTUS TMF] within fifteen (15) days of receiving the Section 1557 Coordinator's decision. The

[REDACTED] [to be determined by CHRISTUS TMF] shall issue a written decision in response to the appeal no later than thirty (30) days after its filing.

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

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

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

CHRISTUS TMF will make appropriate arrangements to ensure that individuals with disabilities and individuals with limited English proficiency are provided auxiliary aids and services or language assistance services, respectively, if needed to participate in this grievance process. Such arrangements may include, but are not limited to, providing qualified interpreters, providing taped cassettes of material for individuals with low vision, or assuring a barrier-free location for the proceedings. The Section 1557 Coordinator will be responsible for such arrangement.