

**RESOLUTION AGREEMENT**

**TECHNICAL ASSISTANCE PLAN**

between the

prepared by the

**OFFICE OF THE  
ATTORNEY GENERAL OF  
THE STATE OF NEW YORK**

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

and

for

**WYCKOFF HEIGHTS  
MEDICAL CENTER**

**WYCKOFF HEIGHTS  
MEDICAL CENTER**

This Resolution Agreement and Technical Assistance Plan ("Agreement"), dated February 28, 2003, is entered into by and among the People of the State of New York, by ELIOT SPITZER, Attorney General of the State of New York (the "OAG"), the Office for Civil Rights of the United States Department of Health and Human Services ("HHS"), Region II ("OCR"), and Wyckoff Heights Medical Center ("Wyckoff"), a public acute care hospital located in Brooklyn, New York.

WHEREAS Wyckoff is a public health facility licensed by the State of New York, subject to N.Y. Public Health Law §§ 2801-c, 2803 and 10 N.Y.C.R.R. § 405.7, which require, among other things, that all hospitals operating in the state provide skilled interpretation services and translations or transcriptions of significant hospital forms, instructions and information in order to ensure effective visual, oral and written communication with all patients regardless of their language;

WHEREAS Wyckoff receives, and at all relevant times has received, Federal financial assistance administered by HHS, including Medicare provider payments from the Centers for Medicare/Medicaid Services under Title XVIII, Part A of the Social Security Act, 42 U.S.C. § 1395 *et seq.*, and Medicaid provider payments from the State of New York Department of Health under Title XIX of the Social Security Act, 42 U.S.C. § 1396 *et seq.*, and as a recipient of such funds is subject to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.* ("Title VI"), and the HHS Title VI regulations at 45 C.F.R. Part 80, which, among other things, prohibit a recipient of HHS funds from engaging in policies or practices that have the effect of discriminating against individuals on the basis of national origin, including policies or practices that preclude or inhibit equal access to a recipient's programs and activities for patients of limited English proficiency ("LEP patients");

WHEREAS the OAG received several complaints in February and March 2002 alleging that Wyckoff routinely failed to provide adequate interpretation and translation services to LEP patients, in violation of Title VI, N.Y. Public Health Law §§ 2801-c, 2803, and 10 N.Y.C.R.R. § 405.7, among other laws;

WHEREAS the OAG subsequently commenced an investigation into Wyckoff's policies, procedures, and practices regarding language assistance services for LEP patients;

WHEREAS, at the same time, OCR commenced a technical assistance review of Wyckoff's policies, procedures and practices regarding language assistance services for LEP patients and assistance for hearing-impaired persons;

WHEREAS the OAG and OCR agreed, in the interests of efficiency, to coordinate their efforts and then jointly conducted an inquiry;

WHEREAS Wyckoff subsequently made efforts to revamp its language assistance policies and procedures, and significantly enhance the language assistance services rendered and the facility's ability to monitor them;

WHEREAS the OAG, OCR and Wyckoff share the common goal of assuring that all LEP patients obtain meaningful access to all programs and services provided by Wyckoff;

WHEREAS the OAG, OCR, and Wyckoff have worked together to build upon that effort—developing comprehensive language assistance policies, procedures, and practices designed to improve, in a cost effective manner, the language assistance services provided to LEP patients and to enable Wyckoff to better track and monitor the language assistance needs of its patients and respond to any changes so identified;

WHEREAS Wyckoff expressly denies any wrongdoing or liability in this matter;

WHEREAS the parties herein desire to obviate further investigation or litigation, and it is expressly understood that, with respect to the OAG's investigation, this is a compromise settlement entered into solely for the purposes of avoiding the expense and inconvenience of further investigation and litigation;

WHEREAS this agreement constitutes OCR's technical assistance plan for language assistance and assistance for hearing-impaired persons, which Wyckoff has agreed to adopt and implement; and

WHEREAS, in consideration of the covenants and understandings set forth herein and intending to be legally bound thereby, Wyckoff, the OAG, and OCR hereby agree as follows:

## I. DEFINITIONS

- 1.1. "Wyckoff" means the health care facility located at 374 Stockholm Street, Brooklyn, New York.
- 1.2. "Clinical Departments" refer to Wyckoff's Emergency Department, outpatient clinics, and inpatient floors.
- 1.3. "LEP patient" means a patient whose primary language is not English and who cannot speak,

read, write or understand the English language at a level sufficient to permit such patient to interact effectively with health care providers.

1.4. "Effective Date" means the date this Agreement is executed by the parties hereto.

1.5. "Wyckoff Primary Languages" means Spanish and any other language identified as a language in which interpretation is required in five (5) percent or more of Wyckoff's Patient Visits as calculated by Wyckoff. The term "Patient Visits" means all visits to Wyckoff for medical services during the relevant period, including Emergency Department visits, outpatient clinic visits, and all inpatient admissions.

1.6. "Patient's Primary Language" means the language primarily spoken by an LEP patient and in which such patient requires language assistance.

1.7. "Medical Information" means any communication about a patient's medical condition, medical ailments, medical history or any course of medical treatment proposed, followed or discussed with a patient.

1.8. "Face-to-Face Interpretation Resources" means Staff Interpreters or Volunteer Interpreters, as defined in Article IV below.

## **II. COMPLIANCE WITH LAW**

2.1. Wyckoff shall comply fully with the obligations, terms and conditions set forth in Title VI and the regulations promulgated thereunder, N.Y. Public Health Law §§ 2801-c, 2803 and the regulations promulgated thereunder, 10 N.Y.C.R.R. § 405.7, and N.Y.C. Admin. Code § 17-174.

## **III. LANGUAGE ASSISTANCE COORDINATOR**

3.1. Within 30 days after the Effective Date, Wyckoff shall appoint a full-time Language Assistance Coordinator who shall be responsible for implementing, coordinating, and monitoring Wyckoff's language assistance services for LEP patients and hearing-impaired persons, and ensuring compliance with this Agreement. The Language Assistance Coordinator's responsibilities shall include:

- (a) assessing the foreign language abilities of and providing training in medical interpretation to bilingual staff and Staff Interpreters;
- (b) compiling and updating the Staff Interpreter List, assessing the foreign language abilities of prospective Volunteer Interpreters and training selected volunteers;
- (c) training all Wyckoff employees on the language assistance policies and procedures set forth in this Agreement;

- (d) monitoring staff in all Clinical Departments through unannounced visits, documentation reviews and other measures to ensure compliance with the language assistance policies and procedures set forth in this Agreement, and where warranted, providing retraining and taking any other appropriate corrective action to remedy any deficiencies or problems identified;
  - (e) conducting periodic patient and provider satisfaction surveys;
  - (f) assessing on a regular basis the language needs of the communities in the geographical area that Wyckoff serves;
  - (g) collecting information sufficient to prepare, and then preparing, the reports described in Article X below;
  - (h) reviewing, investigating and responding to complaints about language assistance services;
  - (i) communicating with community groups, advisory councils and associations serving LEP patients;
  - (j) communicating with department heads and the Patient Advocate's Office on a regular basis to assist them in meeting the obligations set forth in this Agreement; and
  - (k) developing and implementing Wyckoff's language assistance policies and procedures for its off-site clinics and its policies and procedures for serving hearing-impaired persons at both Wyckoff and the clinics, as set forth in Articles XII and XIII below.
- 3.2. The Language Assistance Coordinator shall report to the President and CEO or other senior management official.

#### IV. LANGUAGE ASSISTANCE POLICY AND PROCEDURE

##### 4.1. Identification of LEP Patients at Registration or Admission

- (a) Within sixty (60) days after the Effective Date, Wyckoff shall complete its revision of the patient admission and registration forms to include fields that query as follows: "Do you need an interpreter?" and "If so, in what language?" Wyckoff shall ensure that its computerized registration and admission screens include fields – which shall be mandatory as soon as technically feasible – that contain the same interpreter queries used on the new forms and that these completed fields appear whenever a patient's computer record is subsequently accessed. Wyckoff shall train its registration and admission staff on the appropriate completion of these forms and computer fields.
- (b) Within sixty (60) days after the Effective Date, Wyckoff shall develop a system of color-coding or otherwise prominently marking any appropriate materials that accompany a patient

during a hospital visit in a manner that will identify the patient as an LEP patient and will identify the Patient's Primary Language. Such materials shall include:

- (1) patient charts;
- (2) clinic identification cards for outpatients; and
- (3) identification bracelets for inpatients.

(c) Wyckoff shall reclassify a patient previously identified as an LEP patient as no longer requiring language assistance services only pursuant to procedures developed in consultation with, and approved by, the OAG and OCR, whose consent shall not be withheld unreasonably.

#### 4.2. Language Assistance Resources

Wyckoff shall have in place and thereafter shall maintain the following language assistance resources in sufficient quantity and quality to ensure timely and meaningful access of all LEP patients to Wyckoff's services, activities and programs:

##### (a) Bilingual Staff

(1) Wyckoff shall continue its efforts to actively recruit and seek to retain bilingual staff. Wyckoff shall encourage bilingual staff to communicate with LEP patients who speak a language in which the bilingual staff person is fluent, except that under no circumstance shall a bilingual staff person communicate Medical Information to any LEP patient unless Wyckoff has assessed such staff person's foreign language abilities and determined them to be sufficient to communicate Medical Information effectively in the foreign language.

(2) Wyckoff shall maintain the assessment tool(s) used to evaluate all bilingual staff deemed qualified to communicate Medical Information and the test results of such individuals.

##### (b) Staff Interpreters

(1) Wyckoff shall employ a number of staff members collectively fluent in all Wyckoff Primary Languages who, as part of their regular duties, shall provide face-to-face interpretation services for LEP patients ("Staff Interpreters"). Such interpretation duties shall take precedence over the Staff Interpreters' other duties during the hours of operation of the Clinical Departments in which they work. Each Clinical Department shall have a minimum of two (2) Staff Interpreters, at least one (1) of whom is fluent in Spanish. If any Staff Interpreters needed to satisfy the obligations set forth in Article IV resign or are terminated, Wyckoff shall not be deemed in violation of this Agreement so long as it is engaged in good faith efforts to replace such person(s).

(2) Any staff member whom Wyckoff designates as a Staff Interpreter must, prior to being allowed to serve in that capacity, have his or her foreign language abilities assessed by Wyckoff to ensure that they are sufficient to interpret effectively to and from the relevant Wyckoff Primary Language(s) and English. Only those staff persons who satisfactorily complete the language assessment may serve as Staff Interpreters. Wyckoff shall maintain the assessment tool(s) used to evaluate the Staff Interpreters and the test results of such individuals.

(3) All staff members who have passed the required language assessment must, within forty-five (45) days of their designation as Staff Interpreters, receive the training described in paragraph 5.1 of Article V below.

(4) Each Clinical Department head or manager shall ensure that at least one (1) Staff Interpreter is assigned during all hours that the Clinical Department serves patients. The names, extensions, and availability of the Staff Interpreters shall be disseminated to all Clinical Department staff, maintained at a central location near the reception area or front desk of the Clinical Department, and updated as needed. Each Staff Interpreter shall, when assigned to provide interpretation, wear a button or badge stating in conspicuous print, "I Speak [Primary Language(s)]," written in the applicable Wyckoff Primary Language(s).

(5) Each Clinical Department head or manager shall keep a record of all Staff Interpreters and their work schedules on a quarterly basis, and shall provide that information to the Language Assistance Coordinator each quarter.

*(6) Initial Staff Interpreter Allocations*

(i) Within forty-five (45) days after the Effective Date, Wyckoff shall have in each Clinical Department at least two (2) Staff Interpreters, at least one (1) of whom is fluent in Spanish, who have satisfactorily completed the language assessment described in subparagraph 4.2(b)(2) of this Article IV, and have received the interpreter training described in subparagraph 4.2.(b)(3) of this Article IV.

(ii) Within 150 days after the Effective Date, the Language Assistance Coordinator shall retrieve from Wyckoff's computerized registration and admission system the number of Patient Visits during the prior six (6) months, broken down in percentage terms by Patient Primary Language. The Language Assistance Coordinator shall, on the basis of the data thereby retrieved, determine whether any additional languages should be designated as Wyckoff Primary Languages. Any foreign language determined by the 150-day review as constituting a Wyckoff Primary Language shall be designated as such solely for purposes of the Staff Interpreter requirements set forth in subparagraph 4.2(b) of this Article IV. Within ninety (90) days of such designation, Wyckoff shall have Staff Interpreters in each Clinical Department who collectively are fluent in the newly designated Wyckoff Primary Languages, have satisfactorily completed the language assessment described in subparagraph 4.2(b)(2) of this Article IV, and have received the interpreter training

described in subparagraph 4.2(b)(3) of this Article IV.

(7) *Subsequent Staff Interpreter Allocations.* If, pursuant to the annual review contemplated under subparagraph 10.2(b)(1) of Article X, any additional foreign languages are designated as Wyckoff Primary Languages, Wyckoff shall, within ninety (90) days, have Staff Interpreters in each Clinical Department who collectively are fluent in the newly-designated Wyckoff Primary Language(s), have satisfactorily completed the language assessment described in subparagraph 4.2.(b)(2) of this Article IV, and have received the interpreter training described in subparagraph 4.2.(b)(3) of this Article IV.

(c) Volunteer Interpreters

(1) Within sixty (60) days after the Effective Date, Wyckoff shall compile and promulgate an updated list of staff volunteers for Wyckoff's Interpreter List ("Volunteer Interpreters"). Prior to including an employee on the Interpreter List, Wyckoff shall assess the foreign language abilities of the employee to ensure that they are sufficient to interpret effectively to and from the relevant foreign language and English. Only those staff persons who satisfactorily complete the language assessment may be designated or continued as Volunteer Interpreters. Wyckoff shall maintain the assessment tool(s) used to evaluate Volunteer Interpreters and the test results of such individuals.

(2) Within ninety (90) days after the Effective Date, each Volunteer Interpreter shall receive the training described in paragraph 5.1 of Article V below.

(3) On a monthly basis, each Volunteer Interpreter shall inform the Language Assistance Coordinator of the language assistance services he or she has provided.

(4) The Language Assistance Coordinator shall ensure that the Volunteer Interpreter receives consideration (the form of which is wholly in the discretion of Wyckoff) for his or her service as a Volunteer Interpreter.

(5) Each Volunteer Interpreter shall be encouraged to wear a button or badge stating in large conspicuous print, "I Speak [Foreign Language(s)]" written in the applicable foreign language(s).

(6) Wyckoff shall maintain an Interpreter List that contains the names, extensions, and foreign language abilities of all Staff Interpreters and Volunteer Interpreters. The Interpreter List shall be organized by Clinical Department, listing all of the Staff Interpreters and Volunteer Interpreters in each such Department.

(7) Wyckoff shall update its Interpreter List once every six months, and shall ensure that the most recent version of the List is available at each patient admission or registration desk, information desk, nurses station, and security guard post, as well as in the financial services and billing office, the Pharmacy, and any other appropriate location. Any additional employees who wish to serve as Volunteer Interpreters must, prior to being included on the

Interpreter List, have satisfactorily completed the language assessment described in subparagraph 4.2.(b)(2) of this Article IV, and have received the interpreter training described in subparagraph 4.2.(b)(3) of this Article IV.

(d) Telephonic Interpretation Services

(1) Wyckoff shall maintain a contract with a provider of telephonic interpretation services, such as AT&T, which shall be accessible to all employees at all times, preferably through the use of dual-handset phones.

(2) Wyckoff shall ensure that the number and locations of phones that may be used to access telephonic interpretation services are adequate to serve the telephonic interpretation needs of Wyckoff's LEP patients.

(e) Other Interpreter Resources

Nothing in this Agreement shall prevent Wyckoff from providing additional types or forms of language assistance resources for LEP patients. However, if during the term of this Agreement, Wyckoff desires to eliminate or reduce any of the language assistance resources described in subparagraphs 4.2(a)-(d) of this Article IV, Wyckoff must obtain the prior approval of OCR and the OAG, whose consent shall not be withheld unreasonably.

4.3: Procedure for Providing or Securing Language Assistance Services

Wyckoff shall promulgate and train all employees in the policies and procedures for securing language assistance services set forth in this Section:

(a) Procedures

(1) *Identifying an LEP Patient's Primary Language.* If a Wyckoff employee encounters an LEP patient needing language assistance, the employee shall seek to ascertain the Patient's Primary Language. Wyckoff shall maintain a multi-language identification card, in substantially the form of Exhibit A, at each patient admission or registration cubicle, information desk, nurses station, Emergency Department information desk, Clinical Department registration desk, security guard post and in the financial services and billing office. If an employee has difficulty ascertaining an LEP patient's Primary Language, the employee first shall use the language identification card and then, if necessary, shall contact the Language Assistance Coordinator or the telephonic interpretation service for assistance.

(2) *Steps for Providing or Securing Language Assistance.* After identifying the LEP patient's Primary Language, the employee shall take the following steps, in the order set forth below, to provide or secure language assistance services for the LEP patient:

(i) If the employee is fluent in the Patient's Primary Language, such employee may communicate with the LEP patient in that language subject to the restrictions set



forth in subparagraph 4.2(a) of this Article IV;

(ii) If the employee is not able to provide the necessary language assistance to the LEP patient (because such employee does not speak the Patient's Primary Language or has not been deemed qualified to communicate Medical Information), such employee shall contact a Staff Interpreter in the employee's Clinical Department who speaks the Patient's Primary Language;

(iii) If no Staff Interpreter in the employee's Clinical Department is available to provide the necessary language assistance within a reasonable time, the employee shall then contact a Volunteer Interpreter who speaks the Patient's Primary Language through the Interpreter List. Employees shall first attempt to secure the assistance of a Volunteer Interpreter who is located in close proximity to the Clinical Department in which language assistance is needed;

(iv) If there is no Volunteer Interpreter available to provide the necessary language assistance, the employee shall then attempt to secure assistance from a Staff Interpreter in a nearby Clinical Department through the Interpreter List;

(v) If no Staff Interpreter or Volunteer Interpreter is available to provide the necessary language assistance within a reasonable time, the employee shall access a telephonic interpretation service to assist the patient.

(3) *Time Limit on Securing Language Assistance Services.* Language assistance services shall be available to LEP patients in the inpatient and outpatient setting within twenty (20) minutes of a request for such services, pursuant to 10 N.Y.C.R.R. § 405.7(a)(7)(ii).

(4) *Time Limit on Securing Language Assistance Services for Emergency Department Visits.* Language assistance services shall be available to LEP patients in the Emergency Department within ten (10) minutes of a request for such services, pursuant to 10 N.Y.C.R.R. § 405.7(a)(7)(ii).

(5) *Documenting Language Assistance.* Treating personnel should record in the patient's chart every instance in which Medical Information is provided to an LEP patient in a non-English language by any means (by a bilingual staff member, by a Face-to-Face Interpretation Resource, or by telephone). The clinician should note in the patient's chart how and by whom language assistance services were provided; the language, time and date that such services were provided; and the length of the encounter. This notation should be uniformly recorded in a specific location in the LEP patient's medical records, such that it can be readily retrieved in a review of those records by the Language Assistance Coordinator. If language assistance is provided by an employee other than a Staff Interpreter who regularly works in the Clinical Department, the registration staff shall record the time at which language assistance services were requested and the time at which they were provided.

(b) Refusals of Wyckoff's Language Assistance Services

(1) If a Wyckoff employee encounters an LEP patient who wishes to use a family member, friend or other interpreter resource not provided by Wyckoff to provide language assistance ("Outside Interpreter"), the employee shall inform the LEP patient, through one of the Wyckoff interpreter resources identified in paragraph 4.2 of this Article IV, that Wyckoff will provide an interpreter for the patient, at no cost to the patient.

(2) If the LEP patient refuses Wyckoff's interpretation services, the employee may use the Outside Interpreter only if the employee reasonably concludes that the Outside Interpreter is able and willing to provide effective interpretation services.

(3) If, at any time during the visit, an employee believes that the Outside Interpreter is hampering or frustrating effective communication with the LEP patient, the employee shall secure one of Wyckoff's interpreter resources.

(4) Absent extraordinary circumstances, Wyckoff employees shall not use a person under 16 years of age as an interpreter, even at the LEP patient's request.

(5) If an LEP patient declines Wyckoff's language assistance services, the employee shall document such refusal in a specific and uniform location in the LEP patient's medical records, such that it can be readily retrieved in a review of those records by the Language Assistance Coordinator. Such documentation shall include, at a minimum:

(i) an acknowledgment, signed by the LEP patient, that the availability of free language assistance services was explained to the patient and that he or she knowingly declined those services;

(ii) the name of the Wyckoff employee (or telephone service) used to explain, in the Patient's Primary Language, the patient's right to free language assistance services;

(iii) the patient's reasons for refusing language assistance services; and

(iv) if an Outside Interpreter is used, the Outside Interpreter's name and relationship to the patient.

(c) Assisting LEP Patients While Awaiting An Interpreter. While waiting for a Wyckoff interpreter resource, employees shall use non-verbal communication tools, such as language and/or pictorial boards and telephonic interpretation services, to determine whether the LEP patient has any immediate needs.

(d) Telephone Contact with LEP Patients. Wyckoff shall maintain a sufficient number of telephone operators who are fluent in Wyckoff's Primary Languages so that waiting times for LEP callers are not substantially longer than those for English-speaking callers. If no

telephone operators who speak an LEP caller's Primary Language are available within a reasonable time, then the operator who answers the call shall contact Wyckoff's telephonic interpretation service to assist in communicating with the LEP caller. When LEP patients call Clinical Departments directly, employees answering those calls shall find a Staff Interpreter who speaks the LEP patient's Primary Language, or if there is no such employee who can assist, contact Wyckoff's telephonic interpretation service. Employees shall also seek the assistance of Staff Interpreters or Wyckoff's telephonic interpretation service when contacting LEP patients by telephone.

## V. TRAINING

5.1. **Medical Interpretation Training for Staff Interpreters and Volunteer Interpreters.** In order for staff to serve as Staff Interpreters or Volunteer Interpreters, they must have completed an instructional course that:

- (a) was offered by an instructor qualified in the training of medical interpreters;
- (b) provided training and instruction in the role of interpreter, the mechanics of interpreting effectively, interpreter ethics, medical and anatomical terminology, relevant cultural issues, and (for non-medical staff only) how medical providers gather information;
- (c) involved some practice exercises (for example, role playing); and
- (d) provided post-training competency evaluation.

5.2. **Training of All Staff on Language Assistance Policies and Procedures**

(a) Wyckoff shall conduct training sessions on an annual basis for all hospital staff regarding Wyckoff's legal obligation to provide language assistance services to LEP patients and Wyckoff's language assistance policies and procedures as set forth in this Agreement. Hospital staff with patient contact responsibilities shall receive such training within 150 days of the Effective Date ("Initial Training Period"); those without such responsibilities shall receive such training within 210 days of the Effective Date. The training sessions may include a segment on the cultural needs of Wyckoff's diverse patient population, including any barriers to accessing care that may be specific to particular segments of Wyckoff's patient population. The Language Assistance Coordinator shall maintain attendance records for each training session.

(b) Wyckoff shall develop and distribute to all staff at the training sessions described in subparagraph 5.2(a) of this Article V written materials describing Wyckoff's language assistance policies and procedures as set forth in this Agreement ("Language Assistance Policy Guidance").

(c) Within 30 days after the Effective Date, Wyckoff shall produce a one-page summary of

the language assistance procedures set forth in subparagraph 4.3(a)(2) of Article IV (the "Summary"), distribute the Summary to all employees with patient contact responsibilities, and post the Summary in the patient registration and admission areas, at each nursing station, in the financial and billing office, and in any other location in which language assistance services are regularly provided.

(d) Within fourteen (14) days of a new employee's start date (unless such employee is hired prior to the Initial Training Period), Wyckoff shall provide such employee with training on the hospital's language assistance policies and procedures and the Language Assistance Policy Guidance.

(e) Wyckoff shall submit the Language Assistance Policy Guidance and any training materials prepared in connection with the training sessions described in subparagraph 5.2(a) of this Article V for prior approval by the OAG and OCR, whose approval shall not be withheld unreasonably.

## VI.

### INFORMING PATIENTS OF THEIR LANGUAGE ASSISTANCE RIGHTS

6.1. Wyckoff shall inform all patients of their right to receive free interpretation services if they are LEP patients.

6.2. Within thirty (30) days after the Effective Date, Wyckoff shall post and maintain, in English and each of Wyckoff's Primary Languages, in a conspicuous manner at all points of entry into the hospital, at the patient information desk, in all waiting rooms, in each Emergency Department waiting room, in the patient registration and admission areas, at each nursing station, in each main hallway, in the financial and billing office, in the cafeteria(s), by the elevators, and in any other appropriate areas:

(a) the Patient's Bill of Rights; and

(b) signs informing patients that "Free Interpretation Services Are Available."

6.3. Within sixty (60) days after the Effective Date, Wyckoff shall maintain, in a conspicuous location near all points of entry to the hospital, the patient information desk, the Patient Advocate's office, all patient registration and admission areas, and any other appropriate areas, a display of brochures, in English and each of Wyckoff Primary Languages; that contain:

(a) a glossary to the hospital's number-coded directional signs and maps;

(b) notification of the right to free interpretation services, instructions on how to obtain such services (including how to contact the Language Assistance Coordinator and Patient Advocate's offices), and other basic hospital information;

(c) a clear statement on the cover in bold-faced type, written in both English and the Patient's Primary Language, that the patient is an LEP patient and requires language assistance services in that Primary Language;

(d) notification of the right to make a formal complaint if the patient is not satisfied with any of Wyckoff's services, including the hospital's language assistance services; the procedures for making a complaint, including where to find a complaint form and how to file it; and the names and addresses of the government agencies, including OCR, the OAG, and the New York State Department of Health, with which the patient may register a complaint if the matter is not resolved to the patient's satisfaction; and

(e) a detachable complaint form that states expressly that it may be used to make complaints about language assistance services at the hospital as well as other services.

- 6.4. Wyckoff shall continue its community marketing efforts, and specifically shall advertise its free interpreter services: (1) in appropriate foreign language media aimed at those who speak the Wyckoff Primary Languages; (2) at appropriate community groups and institutions; (3) at health fairs; and (4) in any other appropriate venues. Any such advertising need not pertain exclusively to language assistance services, but Wyckoff shall include notification of free language assistance services in all its foreign-language advertising.

## **VII.** **COMPLAINTS**

7.1. Within sixty (60) days after the Effective Date, Wyckoff shall ensure that materials provided to patients upon registration and/or admission inform patients of their right to file a complaint and how and where to file a complaint with the hospital if they are not satisfied with the language assistance services or any other hospital services they receive. This information shall be translated into, and made available in, all Wyckoff Primary Languages.

7.2. The Patient Advocate's office shall provide to the Language Assistance Coordinator copies of all complaints about language assistance services, as soon as they are received.

7.3. Complaints shall be investigated thoroughly and resolved within two (2) weeks.

## **VIII.** **SIGNAGE AND TRANSLATION OF DOCUMENTS**

8.1. Within sixty (60) days of the Effective Date, Wyckoff shall ensure that: (a) all directional signs and maps in the hospital are number-coded; (b) glossaries to those numbers are printed in all Wyckoff Primary Languages; and (c) the glossaries are available in a prominent location at all points of entry into the hospital. Within 120 days after the Effective Date, Wyckoff shall review the English language signage throughout the facility, and determine which signs (if any) should be translated into the Wyckoff Primary Languages. These signs shall be translated into all of Wyckoff's Primary Languages and shall be posted (with the English signs) within 270 days after the Effective

Date.

8.2. Within 270 days after the Effective Date, Wyckoff shall translate the following material into all Wyckoff Primary Languages and make such translated material available in the same manner as the corresponding English-language documents:

- (a) key financial forms and information;
- (b) medical consent forms;
- (c) advance directives;
- (d) general discharge instructions;
- (e) billing information; and
- (f) any other material Wyckoff considers vital to a patient's medical care and treatment.

8.3. If and when Wyckoff develops or begins using new written materials of the types described in paragraph 8.2 of this Article VIII, it shall translate those materials into all of Wyckoff's Primary Languages within sixty (60) days.

8.4. Wyckoff shall, on an ongoing basis, review its patient education materials and determine which material should be translated into all of Wyckoff's Primary Languages. Wyckoff shall translate into all of Wyckoff's Primary Languages all patient education material necessary to ensure equal access to health care services.

## **IX.** **RECRUITMENT**

9.1. Wyckoff shall consider fluency in one or more of Wyckoff's Primary Languages as a positive job qualification when hiring staff who will have patient contact responsibilities. Wyckoff shall advertise job openings, among other things, in appropriate foreign language media aimed at persons who speak the Wyckoff Primary Languages, with community groups and institutions, and in other appropriate venues to which qualified people fluent in the Wyckoff Primary Languages might have access.

## **X.** **MONITORING**

### **10.1. Data Collection and Reporting**

(a) Computer Records. One year after the Effective Date, and every year thereafter, the Language Assistance Coordinator shall retrieve the following data from Wyckoff's computerized registration and admission system:

(1) the number of LEP patients who visited Wyckoff during the prior year, broken down in percentage terms by Patient's Primary Language; and

(2) the number of Patient Visits during the prior year, broken down in percentage

terms by Patient's Primary Language.

(b) Patient and Provider Satisfaction Surveys

(1) Within 90 days after the Effective Date, and every three months thereafter, the Language Assistance Coordinator shall conduct patient and provider satisfaction surveys regarding Wyckoff's language assistance services. The LEP patients chosen for the survey shall represent all Wyckoff Primary Languages, in approximate proportion to Wyckoff's LEP patient population. The surveys shall also cover a range of departments and shifts, including night and weekend shifts. The surveys shall question participants regarding, among other things: (i) awareness of Wyckoff's language assistance services; (ii) frequency with which each language assistance resource was used; (iii) the quality of each such resource; (iv) the timeliness of each such resource; and (v) suggestions for improving Wyckoff's language assistance services.

(2) Within one (1) year after the Effective Date, and on an annual basis thereafter, the Language Assistance Coordinator shall calculate, for each language assistance resource:

(i) the percentage of patients who are satisfied and dissatisfied, respectively, with such resource; and

(ii) the percentage of providers who are satisfied and dissatisfied, respectively, with such resource.

(3) The patient and provider satisfaction survey analysis contemplated in subparagraph 10.1(b)(2) of this Article X shall be based on completed surveys from no fewer than 100 LEP patients and 100 medical providers, including doctors, nurses and medical assistants.

(c) Review of Sample of LEP Patient Visits

(1) *Hospital-Wide Analysis.* Within one (1) year after the Effective Date, and annually thereafter, Wyckoff shall generate a random sample of Patient Visits by LEP patients ("LEP Patient Visits") during the prior year ("Hospital Visit Sample"). For the first year, Wyckoff shall randomly select 100 LEP patient files for analysis. For the remaining years of this Agreement, Wyckoff, the OAG, and OCR shall jointly determine and agree upon the number of files to be analyzed. The files selected shall reflect a representative cross-section of LEP Patient Visits, including visits to each Clinical Department in approximate proportion to such Department's relative share of Patient Visits. Based on the Hospital Visit Sample, the Language Assistance Coordinator shall calculate and report:

(i) the percentage of LEP Patient Visits in which: (a) the LEP patient received language assistance services; (b) the LEP patient declined language assistance services; and (c) there is no record of either receipt or refusal of language assistance services;

(ii) for the LEP Patient Visits in which patients received language assistance services, a breakdown of: (a) the language assistance resources used, in terms of percentage; (b) the average time required to obtain assistance via each language assistance resource; and (c) the average length of a language assistance encounter by language assistance resource used; and

(iii) for the LEP Patient Visits in which patients declined language assistance services, a breakdown in percentage terms by: (a) LEP patient's Primary Language; and (b) principal reasons offered for the refusal.

(2) *Clinical Department Analysis.* Within one (1) year after the Effective Date, and annually thereafter, for each Clinical Department for which the Hospital Visit Sample includes fewer than 50 LEP Patient Visits, Wyckoff shall randomly select that number of daily patient visit logs that will reflect at least 50 LEP Patient Visits to such Clinical Department ("Department Visit Sample"). Based on the Department Visit Sample for each such Clinical Department, the Language Assistance Coordinator shall calculate and report:

(i) the percentage of LEP Patient Visits in which: (a) the LEP patient received language assistance services; (b) the LEP patient declined language assistance services; and (c) there is no record of either receipt or refusal of language assistance services;

(ii) for the LEP Patient Visits in which patients received language assistance services, a breakdown of: (a) the language assistance resources used, in terms of percentage; (b) the average time required to obtain assistance via each language assistance resource; and (c) the average length of a language assistance encounter by language assistance resource used;

(iii) for the LEP Patient Visits in which patients declined language assistance services, a breakdown in percentage terms by: (a) LEP patient's Primary Language; and (b) principal reasons offered for the refusal; and

(iv) for the LEP Patient Visits for which no record of language assistance services exists, a breakdown in percentage terms by shift.

(d) Review of Complaints. Within one (1) year after the Effective Date, and annually thereafter, the Language Assistance Coordinator shall review any complaints related to Wyckoff's language assistance services made during the prior year and briefly summarize each such complaint and its resolution.

(e) LEP Population Trends

(1) Within 180 days of the Effective Date, the OAG and/or OCR shall compile data from the United States Census Bureau on English language ability for the population residing in the zip codes 11221, 11237, 11378, 11379, and 11385 (the "Relevant Zip Codes") and



shall advise Wyckoff, in writing, whether there are any languages, in addition to the Wyckoff Primary Languages, spoken by one (1) percent or more of the population in the Relevant Zip Codes.

(2) Within two years of the Effective Date, the OAG and/or OCR shall compile data on bilingual education participation and usage in Community School Districts 16, 24, 28, and 32 (the "Relevant School Districts") and shall advise Wyckoff, in writing, whether there are any languages, in addition to the Wyckoff Primary Languages, spoken by one (1) percent or more of the population in the Relevant School Districts.

(f) Report. Within fourteen (14) months after the Effective Date, and annually thereafter, the Language Assistance Coordinator shall prepare a report (the "Language Assistance Monitoring Report") that summarizes the information collected during the prior year pursuant to subparagraphs 10.1(a), 10.1(b), 10.1(c), and 10.1(d) of this Article X.

10.2. Internal Needs Assessment. Wyckoff shall use the Language Assistance Monitoring Report, as well as the data provided pursuant to subparagraph 10.1(e) of this Article X, to evaluate the efficacy of its language assistance services and to determine the need for corrective measures or modifications in the amount or allocation of language assistance resources ("Internal Needs Assessment"), as set forth below:

(a) Addressing Service Deficiencies

(1) Wyckoff shall determine to what extent staff are complying with the language assistance policies and procedures set forth in this Agreement. As part of this assessment, Wyckoff shall consider, in particular, whether the data in the Language Assistance Monitoring Report reflect lapses or substantial delays in language assistance services.

(2) To the extent such lapses or delays are observed, the Language Assistance Coordinator shall devise and implement appropriate corrective measures, which may include retraining, more frequent spot checks, and/or increases in Wyckoff's language assistance resources. Such remedial steps shall be directed, to the extent possible, to the departments, shifts, and/or personnel at issue.

(3) If in more than ten (10) percent of the LEP Patient Visits in the Hospital Visit Sample there is no record of either receipt or denial of language assistance services, the Language Assistance Coordinator shall devise and implement within 60 days an appropriate remedial strategy, including additional sampling and retraining. If in more than five (5) percent of the LEP Patient Visits in the Department Visit Sample for any Clinical Department there is no record of either receipt or denial of language assistance services, the Language Assistance Coordinator shall devise and implement within 60 days an appropriate retraining program for that Clinical Department.

(b) Modification of Primary Languages

(1) Wyckoff shall determine whether any additional languages should be designated as Wyckoff Primary Languages. Any language identified as a language in which interpretation is required in five (5) percent or more of the Patient Visits recorded in Wyckoff's computer registration and admission system during the prior year shall be designated a Wyckoff Primary Language for purposes of this Agreement.

(2) With respect to the designation, assessment and training of Staff Interpreters for a newly-designated Wyckoff Primary Language, Wyckoff shall comply with the obligations set forth in subparagraph 4.2.(b) of Article IV. Within 120 days after a language has been designated a Wyckoff Primary Language pursuant to subparagraph 10.2(b)(1) of this Article X, Wyckoff shall make best efforts to comply with all the other obligations under this Agreement that such a designation triggers, including the translations of specified signs, forms, consents and other materials.

(c) Outreach Efforts. With respect to each language, in addition to the Wyckoff Primary Languages, spoken by one (1) percent or more of the population in the Relevant Zip Codes and/or School Districts, Wyckoff shall undertake a targeted effort designed to, among other things:

- (1) inform the relevant community about the hospital and its services and programs;
- (2) advise the relevant community about Wyckoff's language assistance services;
- (3) learn about the health needs of the relevant community; and

(4) encourage members of the relevant community, with fluency in the particular language, to seek employment opportunities at the hospital.

(d) Other Modifications. Wyckoff shall make any additional modifications it deems necessary to effectuate the terms and purposes of this Agreement.

(e) Report. Within 30 days of each Internal Needs Assessment, the Language Assistance Coordinator shall prepare a report summarizing the findings of the Assessment, the changes Wyckoff has made or plans to make within a specified time frame in response to the Assessment, and the reasons for these changes (the "Internal Needs Assessment Report"). The Report should include, at a minimum:

(1) a section identifying any observed service deficiencies and summarizing the remedial steps Wyckoff has taken, or plans to take, to address these deficiencies;

(2) a section identifying any additional language(s) designated as Wyckoff Primary Language(s) and indicating Wyckoff's plan for complying with all of the obligations under this Agreement triggered by a Primary Language designation for each such language;

(3) a section summarizing any outreach efforts undertaken or planned based on the

Assessment; and

(4) for the second and all subsequent Internal Needs Assessment Reports, a section confirming any changes made pursuant to the prior Internal Needs Assessment that were planned, but not yet implemented, at the time the prior Internal Needs Assessment Report was prepared.

## XI.

### REPORTING REQUIREMENTS

#### 11.1. Monitoring Reports

(a) Within fourteen (14) months after the Effective Date, and on an annual basis thereafter, Wyckoff shall provide to the OAG and OCR the following reports described in Article X above:

- (1) the Language Assistance Monitoring Report, and
- (2) the Internal Needs Assessment Report, with all relevant sections.

(b) OCR and the OAG shall have access to review, subject to patient confidentiality restrictions, any Wyckoff documents relating to language assistance services or the implementation of this Agreement.

## XII.

### SERVICES FOR HEARING IMPAIRED PATIENTS

12.1. Within 120 days after the Effective Date, Wyckoff shall develop a comprehensive written plan, modeled after the policies and procedures set forth in this Agreement, for providing interpretation services and other assistance for hearing-impaired persons that ensures timely and meaningful access of all hearing-impaired persons to Wyckoff's services, activities and programs in compliance with federal and state law. Such plan shall include detailed components addressing, among other things, the duties of the staff person responsible for implementing, coordinating, and monitoring services and assistance for the hearing-impaired; clear policies and procedures that staff must follow for identifying and assisting persons who need such services; training in such policies and procedures; signage and other materials informing patients, providers and others about the rights of hearing-impaired patients to assistance services; a system for filing and resolving complaints; and monitoring of hearing-impaired assistance services and staff implementation of the policy. Wyckoff shall submit its hearing-impaired assistance plan for prior approval by the OAG and OCR, and the consent of those agencies shall not be withheld unreasonably.

## XIII.

### OFF-SITE CLINICS

13.1. Within 120 days after the Effective Date, Wyckoff shall develop a comprehensive written plan, modeled after the policies and procedures set forth in this Agreement, for providing language

assistance services and assistance for hearing-impaired persons at its off-site clinics that ensures timely and meaningful access of all LEP and hearing-impaired patients to Wyckoff's services, activities and programs in compliance with state and federal law. Such plan shall include detailed components addressing, among other things, the duties of the staff person responsible for implementing, coordinating and monitoring those services; clear policies and procedures that staff must follow for identifying and assisting those who need such services; training in such policies and procedures; signage and other materials informing patients, providers and others of the rights of LEP and hearing-impaired patients; a system for filing and resolving complaints; and monitoring of the language and hearing-impaired assistance policies and staff implementation of said policies. Wyckoff shall submit its hearing-impaired assistance and language assistance plans for its off-site clinics for prior approval by the OAG and OCR, and the consent of those agencies shall not be withheld unreasonably.

#### XIV. JURISDICTION AND OTHER PROVISIONS

14.1. Notwithstanding any provision of this Agreement to the contrary, the OAG and OCR may, in their sole discretion, grant written extensions of time for Wyckoff to comply with any provision of this Agreement.

14.2. The signatories to this Agreement warrant and represent that they are duly authorized to execute this Agreement and that they have the authority to take all appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

14.3. All the terms of this Agreement are contractual, and none may be amended or modified except in a writing signed by all parties.

14.4. If Wyckoff desires to modify any of the obligations and requirements set forth in this Agreement, it shall submit in writing its proposed modifications, along with any explanations for the desired changes, for review by the OAG and OCR. The consent of those agencies to any reasonable modifications shall not be withheld unreasonably.

14.5. The parties may seek to enforce this Agreement through administrative or judicial enforcement proceedings, including a civil action in federal or state court, as appropriate, seeking specific performance of the provisions of this Agreement. However, in the event of a dispute among the parties regarding any issue arising hereunder, the parties shall attempt in good faith to resolve the dispute before seeking administrative or judicial intervention.

14.6. The failure by OCR or the OAG to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of the right of OCR and/or the OAG to enforce other deadlines and provisions of this Agreement.

14.7. This Agreement constitutes the entire agreement among Wyckoff, OCR and the OAG on the matters raised herein, and no other statement, promise or agreement, either written or oral, made by either party or agents of either party that is not contained in this Agreement shall be enforceable.

14.8. Nothing in this Agreement is intended to confer any right, remedy, obligation or liability upon any person or entity other than the parties hereto.

14.9. This Agreement does not apply to any other issues, reviews, or complaints that may be pending before OCR or the OAG or any other federal or state agency regarding Wyckoff's compliance with applicable statutes or regulations enforced by OCR, the OAG, or any other agency. This Agreement also does not preclude further OCR or OAG investigations, inquiries or compliance reviews of Wyckoff. Any matters arising from subsequent reviews or investigations shall be addressed and resolved separately in accordance with the procedures and standards of the statute(s) and implementing regulation(s) applicable to the matter(s) raised.

14.10. Wyckoff shall not retaliate, intimidate, threaten, coerce, or discriminate against any person, including any Wyckoff patient or employee, who has filed a complaint, testified, assisted, or participated in any manner in the investigation of the matter addressed in this Agreement.

14.11. This Agreement shall expire three years and 120 days after the Effective Date.

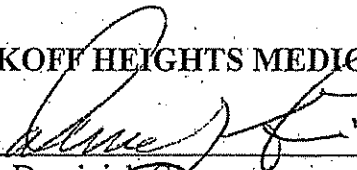
14.12. Within thirty (30) days after the Effective Date of this Agreement, Wyckoff shall post in each area in which patients wait for service the notice of settlement attached as Exhibit B. The notice shall be posted in English and Spanish; as additional languages are designated as Wyckoff Primary Languages, the notice shall be posted in such languages in a timely fashion.

D.W.H.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound thereby, have caused this Resolution to be executed, by their duly authorized attorneys or representatives, as of the date and year first above written.

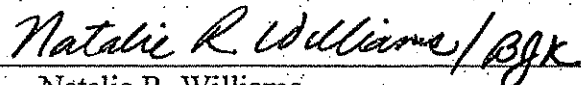
**WYCKOFF HEIGHTS MEDICAL HEALTH CENTER**

By: \_\_\_\_\_

  
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President & CEO  
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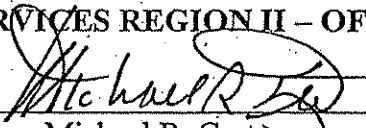
**OFFICE OF THE ATTORNEY GENERAL OF THE  
STATE OF NEW YORK**

By: \_\_\_\_\_

  
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Deputy Bureau Chief  
Civil Rights Bureau  
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New York, New York 10271  
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**U.S. DEPARTMENT OF HEALTH & HUMAN  
SERVICES REGION II - OFFICE FOR CIVIL RIGHTS**

By: \_\_\_\_\_

  
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