



September 22, 2000

Region IX
Office for Civil Rights
50 United Nations Plaza
San Francisco, CA 94102

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Mark Finucane, Director
Los Angeles County Department of Health Services
313 N. Figueroa Street
Los Angeles, California 90012

Heng L. Foong, Director
Pacific Asian Language Services
605 W. Olympic Boulevard, Suite 600
Los Angeles, California 90015

Reference: 09-00-3014

Dear Mr. Finucane and Ms. Foong:

On September 21, 2000, the Office for Civil Rights (OCR), Department of Health and Human Services (HHS), received the signed Resolution Agreement to resolve the complaint that the Pacific Asian Language Services (PALS) filed against Rancho Los Amigos National Rehabilitation Center (RLANRC). PALS alleged that RLANRC required persons with limited-English proficiency to bring their own interpreter. The Los Angeles County Department of Health Services (DHS) as the operator of RLANRC, voluntarily offered to negotiate an agreement prior to OCR conducting an on-site investigation. DHS signed the Resolution Agreement prior to OCR's issuance of findings.

OCR initiated an investigation of this complaint pursuant to its authority to enforce Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*, and implementing regulation 45 CFR Part 80, which prohibits discrimination on the basis of race, color, and national origin, by recipients of HHS financial assistance. As recipients of HHS funds, DHS and RLANRC, are subject to the requirements of Title VI.

The Resolution Agreement was reached during negotiations with your staff, the Los Angeles County Counsel's office, and OCR. OCR also provided PALS an opportunity to review and provide comments on the original draft Agreement.

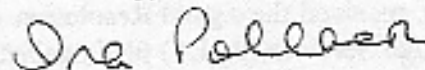
A copy of the fully executed Resolution Agreement is enclosed. Based on the signed Agreement, OCR has closed the investigation phase of this case and will monitor RLANRC's completion of the Specific Provisions of the Agreement. Brock Evans, Equal Opportunity Specialist, of my staff, and Valerie Orange, Administrator, RLANRC, will coordinate the Agreement's implementation and, by mutual agreement, will establish new due dates for the Reporting Requirements.

We are pleased that this complaint was resolved on a voluntary basis. This Agreement meets OCR's standards for resolution of the issues in this complaint. Implementation of the actions specified in the Agreement will constitute compliance with Title VI of the Civil Rights Act of 1964 and OCR's compliance standards.

OCR's finding applies only to the issues in this investigation and has no bearing on other complaints or compliance reviews. DHS and RLANRC shall not intimidate, threaten, coerce, or discriminate against any person who has filed a complaint, testified, assisted, or participated in any manner in the investigation of the matters addressed in this closure letter. OCR shall place no restriction on the publication of the contents of this letter and may release this document and related materials consistent with the Freedom of Information Act, 5 U.S.C. 522, and its implementing regulation 45 CFR Part 5.

OCR appreciates the cooperation provided by Rosemarie Belda, Senior Deputy County Counsel, and Ms. Foong of PALS. If you have any additional questions or concerns, you or your staff may contact Mr. Evans at (415) 437-8321, or you may call me at (415) 437-8310.

Sincerely,



Ira C. Pollack
Regional Manager

Enclosure

cc: Rosemarie Belda, Senior Deputy County Counsel
Office of Los Angeles County Counsel

Valerie Orange, Administrator
Rancho Los Amigos National Rehabilitation Center

Susan Moser, Analyst
Office of Human Resources
Los Angeles County DHS

RESOLUTION

RESOLUTION AGREEMENT

between

**HHS/OFFICE FOR CIVIL RIGHTS
REGION IX**

and

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES

OCR DOCKET NUMBER 09-00-3014

I. BACKGROUND

- A. In recognition of its responsibilities as a recipient of federal financial assistance from the Department of Health and Human Services (HHS), Los Angeles County Department of Health Services (DHS) acknowledges that it is subject to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and implementing HHS regulation, 45 CFR Part 80, which prohibits discrimination on the basis of race, color, and national origin by recipients of federal financial assistance.
- B. The HHS Office for Civil Rights (OCR) responded to a complaint, Docket Number 09-00-3014, alleging that Rancho Los Amigos National Rehabilitation Center (RLANRC) required a patient to provide or pay for his own interpreter during an out-patient appointment. In response to OCR's inquiry, DHS expressed a willingness to resolve the issues in this complaint. Prior to the issuance of formal findings and in the interest of achieving voluntary compliance, RLANRC agrees to take the steps contained in this Resolution Agreement as a means of resolving the issues in this complaint investigation.
- C. It is understood and agreed by OCR that DHS' agreement to take the steps outlined herein does not constitute an admission of a violation by DHS of Title VI or of the implementing HHS regulation.
- D. DHS acknowledges that this Resolution Agreement is predicated on assurances to HHS of its intention to act in full and complete compliance with Title VI and the implementing HHS regulation.

II. GENERAL PROVISIONS

- A. This Resolution Agreement becomes effective on the date of its execution by both parties.
- B. This Resolution Agreement is unrelated to any other issues, reviews, or complaints that may be pending before OCR or any other federal agency regarding DHS' or RLANRC's compliance with applicable statutes or regulations enforced by OCR or another agency. This Agreement does not preclude further OCR investigations or compliance reviews of DHS or RLANRC. Any compliance matters arising from subsequent or pending reviews or investigations will be addressed and resolved separately in accordance with the procedures and standards of the statute and implementing regulation applicable to the matter raised.

- C. DHS or RLANRC shall not intimidate, threaten, coerce, or discriminate against any individual because s/he has assisted OCR or participated in any manner in OCR's review of the matter which is addressed in this Agreement.
- D. OCR may, at any time, review RLANRC's compliance with this Resolution Agreement. As part of such review, OCR may require RLANRC to provide written reports, and to permit OCR to visit RLANRC, interview witnesses, and examine and copy documents to determine if RLANRC is complying with the provisions of this Agreement. RLANRC agrees to retain the records required by OCR to assess its compliance with this Agreement and to submit the requested reports to OCR as specified below under Reporting Requirements.
- E. If at any time OCR determines that RLANRC has failed to comply with any provision of this Agreement, OCR will notify RLANRC in writing. The notice shall include a statement of the basis for OCR's decision and allow RLANRC 30 days to explain in writing the reasons for its actions. The time frame allowed for RLANRC's response may be less than 30 days whenever OCR determines that a delay would result in irreparable injury to any alleged injured parties. If RLANRC does not respond to the notice, or upon review of RLANRC's response, OCR finds that DHS has not complied with any provision of this Agreement, OCR may request the initiation of administrative or judicial enforcement proceedings pursuant to 45 CFR Section 80.6. If OCR makes such a determination, prior to commencing an investigation or enforcement action, OCR shall notify RLANRC of the deficiencies and allow RLANRC 45 days in which to correct the deficiencies or submit a plan of action to correct the deficiencies.
- F. OCR shall provide RLANRC with appropriate technical assistance and guidance regarding the provisions of this Agreement, as necessary.
- G. OCR will release this Resolution Agreement and all related materials to any person upon request consistent with the terms of the Freedom of Information Act, 5 U.S.C. Section 522, and its implementing regulation 45 CFR Part 5.
- H. This Resolution Agreement is an enforceable contract. This Agreement may be modified only by mutual agreement of the parties in writing.

III. SPECIFIC PROVISIONS

- A. RLANRC shall revise its policies and procedures to ensure compliance with Title VI and OCR's "LEP Guidance Memorandum" and which mandate that RLANRC shall provide an interpreter to any person who has limited-English proficiency and is seeking services or information regarding health care delivery, appointments, social services, financial services, or any other service delivery that RLANRC provides at its facilities or by telephone.
- B. RLANRC's interpreter policies and procedures shall prohibit the use of family members or friends as interpreters unless the patient wishes to do so after being informed that RLANRC will provide a qualified interpreter at no cost to the patient. RLANRC shall discourage the use of minors as interpreters.
- C. RLANRC shall post and maintain multi-lingual signs that state that interpreters are available upon request at no cost for any patient or service beneficiary necessary for the provision of patient care. The signs will be in languages frequently used in RLANRC's service area, including at least English, Spanish, Chinese, Vietnamese, Korean, and Armenian. RLANRC shall post the signs in prominent locations throughout its facility, including, but not limited to, the main entrance, social services office, financial services office, and waiting areas. These signs shall also inform clients of the existence of the complaint resolution procedure set forth in M, below, and shall contain the name and phone number of the language assistance coordinator required by N, below.
- D. RLANRC shall develop a multi-lingual poster, flash card, or other tool that allows persons with LEP to identify themselves as such and request an interpreter in the individual's primary language. This tool will be available in at least the languages cited in C. above. Thereafter, the patient's primary language will be included in charts and medical records.
- E. RLANRC shall distribute this Resolution Agreement, OCR's "LEP Guidance Memorandum," and OCR's "Outline for Interpreter Procedures" to all department managers, including but not limited to, the Directors of Human Resources, Director of Social Services, Directors of Nursing, and Nurse Managers.

- F. RLANRC shall provide its LEP policies, procedures, resources, and interpreter lists to all staff who must communicate with or provide services to any inpatient, outpatient, family member, guardian, conservator, care giver, or domestic partner at RLANRC or by telephone, in addition to the officials cited in Section E., above.
- G. RLANRC shall establish a policy to review and re-issue its LEP policy and procedures annually, and whenever they are revised to ensure accuracy and continued regulatory compliance. RLANRC shall establish a policy to review and re-issue its listing of interpreter resources and volunteer interpreters semi-annually and whenever they are revised to ensure accuracy and continued regulatory compliance.
- H. RLANRC shall establish a policy to provide training regarding the provisions of this Agreement and its LEP policy and procedures to all staff who must communicate with or provide services to any inpatient, outpatient, family member, guardian, conservator, care giver, or domestic partner at RLANRC or by telephone, and to department managers.
- I. For languages used in its service area, RLANRC shall develop and implement a policy and procedure for testing, evaluating, and certifying a minimum skill level for all employees who volunteer to be interpreters or who earn a bonus for using their bilingual skill. Employees who have not been tested shall be used only in emergency situations on a temporary basis when no other interpreter is available. The interpreter will then be tested as soon as possible. The interpreter list will include a notation marking all interpreters who DHS has evaluated. The interpreter list will also include a notation with respect to all interpreters' knowledge of specialized, (medical, financial, social services, etc.) or other terminology, as appropriate.
- J. RLANRC shall establish a policy to provide annual in-service training to all staff volunteer interpreters regarding the role of the interpreter and that includes appropriate terminology and other vocabulary pertaining to the matter being discussed with patients and families in the health care setting.
- K. RLANRC shall translate the following documents into languages frequently used in its service area: patient consent forms, patients' rights, and grievance procedures. In addition, essential information from the patient handbook shall be translated. The documents cited in this section will be available in at least the languages listed in C., above.

- L. RLANRC shall establish a policy stating that all written communication with patients, including, but not limited to discharge after-care instructions, appointment letters and test results, shall be in the patient's primary language or shall include a statement, in the patient's primary language, informing the patient to contact a designated, qualified interpreter and the interpreter's telephone number.
- M. RLANRC shall establish a procedure for the resolution of complaints regarding the provision of language assistance that includes notifying patients of their right to file a complaint with facility staff and/or with HHS/OCR and the complaint filing procedure. The availability of this procedure shall be communicated through notices provided in the languages listed in C, above, and through the signs required in C, above.
- N. RLANRC shall appoint a senior level employee to coordinate the language assistance program and ensure regular monitoring of the program.

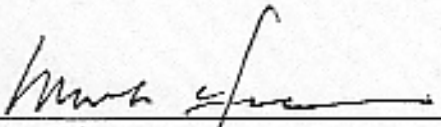
IV. REPORTING REQUIREMENTS

- A. RLANRC shall provide documentation to OCR that it has completed Section III., A., B., L., M., and N., of this Resolution Agreement by August 1, 2000. Appropriate documentation shall include a copy of the revised policies and procedures required in A., and B., the policy referenced in L., and the procedure referenced in M.
- B. RLANRC shall provide documentation to OCR that it has completed Section III., C., D., and E., of this Resolution Agreement by September 1, 2000. Appropriate documentation shall include a copy of the sign referenced in C., and the poster or flash card referenced in D.
- C. RLANRC shall provide documentation to OCR that it has completed Section III., F., G., H., and K., of this Resolution Agreement by October 1, 2000. Documentation shall include the interpreters lists referenced in F., and the translated documents referenced in K.
- D. RLANRC shall provide documentation to OCR that it has completed Section III., I., and J., of this Resolution Agreement by November 1, 2000. RLANRC shall provide OCR with a copy of the testing procedure, policy, and in-service training agenda.

- E. By January 1, 2001, RLANRC shall begin to compile statistics, by language, on the number of LEP patients seen, number of interpreter contacts provided, source of the interpreter, and number of written communications to patients or family members in languages other than English. RLANRC shall submit these statistics to OCR semi-annually for three years from the effective date of this Agreement.


X. SIGNATURES

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES

By 
Mark Finucane, Director

Date: 9/6/2000

HHS/OFFICE FOR CIVIL RIGHTS

By 
Ira C. Pollack, Regional Manager

Date: 9/22/00