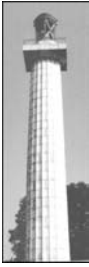


**AGREEMENT AMONG THE BROOKLYN HOSPITAL AND MAKE THE ROAD BY WALKING AND
FORT GREENE STRATEGIC NEIGHBORHOOD ACTION PARTNERSHIP**



Fort Greene
Strategic Neighborhood
Action Partnership

AGREEMENT
AMONG

MAKE THE ROAD BY WALKING, INC.
FORT GREENE STRATEGIC NEIGHBORHOOD ACTION PARTNERSHIP

AND
THE BROOKLYN HOSPITAL CENTER

This Agreement (“Agreement”), dated September 14, 2004, is entered into by and among Make the Road by Walking, Inc. (“MTRBW”), a community-based organization located in Brooklyn, New York, Fort Greene Strategic Neighborhood Action Partnership (“SNAP”), a community-based organization located in Brooklyn, New York, and The Brooklyn Hospital Center (“Brooklyn Hospital”), a health care facility located in Brooklyn, New York.

WHEREAS, Brooklyn Hospital 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, Brooklyn Hospital receives, and at all relevant times has received, Federal financial assistance administered by the U.S. Department of Health and Human Services (“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

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equal access to a recipient's programs and activities for patients of limited English proficiency ("LEP patients");

WHEREAS, Brooklyn Hospital receives LEP patients in its Emergency, inpatient and outpatient departments and off-site clinics;

WHEREAS, MTRBW wrote to Brooklyn Hospital on August 6, 2003, alleging that Brooklyn Hospital had 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, MTRBW and SNAP met with Brooklyn Hospital administrators on November 10, 2003 to discuss specific problems experienced by LEP members of MTRBW regarding Brooklyn Hospital's failure 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, MTRBW informed Brooklyn Hospital administrators on November 10, 2003 that it administered a questionnaire to LEP patients at Brooklyn Hospital and the results of said questionnaire indicated that LEP patients did not receive adequate interpretation and translation services, 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, Brooklyn Hospital subsequently made efforts to revamp its language assistance policies and procedures, and enhance the language assistance services rendered and the facility's ability to monitor their effectiveness in providing services to LEP patients;

WHEREAS, MTRBW and SNAP informed Brooklyn Hospital on March 12, 2004 that LEP patients continued to experience inadequate 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, MTRBW and SNAP informed Brooklyn Hospital on March 12, 2004 that it must develop a comprehensive and effective language assistance policy and practice or MTRBW and SNAP would exercise their legal right to file civil rights complaints against Brooklyn Hospital with the Attorney General of the State of New York ("OAG"), the Office for Civil Rights of HHS ("OCR"), and the New York City Commission on Human Rights ("Commission");

WHEREAS, MTRBW and SNAP met with Brooklyn Hospital on March 24, 2004, to discuss specific terms and provisions that would be part of Brooklyn Hospital's language assistance policy and practice at Brooklyn Hospital;

WHEREAS, MTRBW, SNAP and Brooklyn Hospital agreed that the terms and provisions discussed in their March 24, 2004 meeting would be incorporated into a written agreement signed by all parties;

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WHEREAS, MTRBW and SNAP agree to waive their legal right to exercise the filing of civil rights complaints against Brooklyn Hospital in exchange for Brooklyn Hospital's full and adequate implementation of a language assistance policy, the terms and provisions of which are discussed below;

WHEREAS, MTRBW, SNAP and Brooklyn Hospital share the common goal of assuring that all LEP patients obtain meaningful access to all programs and services provided by Brooklyn Hospital;

WHEREAS, MTRBW, SNAP and Brooklyn Hospital intend to work together to build upon that effort-developing comprehensive language assistance policies, procedures, and practices designed to improve the language assistance services provided to LEP patients and to enable Brooklyn Hospital to better track and monitor the language assistance needs of its patients and respond to any changes so identified;

WHEREAS, in consideration of the covenants and understandings set forth herein and intending to be legally bound thereby, MTRBW, SNAP and Brooklyn Hospital agree as follows:

I.
DEFINITIONS

1.1. "Brooklyn Hospital" means the health care facility located at 121 DeKalb Avenue and 100 Parkside Avenue (Caledonian Campus) and all satellite clinics that provide ambulatory and off-site services.

1.2. "Brooklyn Hospital Primary Languages" means Spanish and any other language identified as a language in which interpretation is required in one (1) percent or more of Brooklyn Hospital's Patients as calculated by Brooklyn Hospital. "Patients" shall include each and every person who visits Brooklyn Hospital for medical services during the relevant period, including, but not limited to, the Emergency Department, outpatient visits, all inpatient admissions and off-site clinics.

1.3. "Clinical Departments" refer to Brooklyn Hospital's Emergency Department, outpatient clinics and inpatient floors.

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

1.5. "Face-to-Face Interpretation Resources" means Staff Interpreters or Volunteer Interpreters.

1.6. "Language Bank" means a list of Brooklyn Hospital staff members who are fluent in languages other than English and have agreed to volunteer medical interpretation services and who have completed an assessment and training program in medical interpretation as described in paragraph 4.3 of Article IV and paragraph 5.1 of Article V below.

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1.7. “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.

1.8. “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.

1.9. “Off-site Clinics” means the facilities below, as well as any and all facilities that are added as off-site clinics affiliated with Brooklyn Hospital in the future:

- a. The Brooklyn Child Advocacy Center
320 Schemerhorn Street
Brooklyn, New York 11217
- b. The Brooklyn Treatment Court
360 Adams Street
Brooklyn, New York 11201
- c. Erasmus High School
911 Flatbush Avenue
Brooklyn, New York 11226
- d. La Providencia Family Health Center
1280 DeKalb Avenue
Brooklyn, New York 11221
- e. Manhattan Avenue Health Center
960 Manhattan Avenue
Brooklyn, New York 11222
- f. P.S. # 307
270 York Street
Brooklyn, New York 11201
- g. Williamsburg Health Center
99 Division Avenue
Brooklyn, New York 11211

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

1.11. “Staff Interpreters” means Brooklyn Hospital staff members who are collectively fluent in all Brooklyn Hospital Primary Languages who, as part of their regular duties, shall provide face-to-face interpretation services for LEP patients and who have completed an assessment and

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training program in medical interpretation as described in paragraph 4.3 of Article IV and paragraph 5.1 of Article V below.

1.12. “Volunteer Interpreters” means Brooklyn Hospital staff members who have agreed to provide medical interpretation services to LEP patients by participating in Brooklyn Hospital’s Language Bank and who have completed an assessment and training program in medical interpretation as described in paragraph 4.3 of Article IV and paragraph 5.1 of Article V below.

1.13. “Licensed medical professionals” mean medical professionals licensed by the New York State Department of Education. This includes the following professionals, as defined by the New York State Education Department licensing requirements: medical doctors, clinical dietitians, occupational and physical therapists, dentists, dietitians/nutritionists, mental health practitioners, midwives, nurses, occupational therapists, optometrists, pharmacists, physical therapists, physician assistants, podiatrists, psychologists, respiratory therapists, and speech language pathologists.

1.14. “Urgent situation” shall mean a situation that is or could be immediately life threatening.

**II.
COMPLIANCE WITH LAW**

2.1. Brooklyn Hospital 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. Brooklyn Hospital has appointed a full-time Language Assistance Coordinator who shall be responsible for implementing, coordinating, and monitoring Brooklyn Hospital'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) ensuring Brooklyn Hospital’s compliance with this agreement;
- (b) assessing the foreign language abilities of and providing training or setting up trainings in medical interpretation to bilingual staff and Staff Interpreters;
- (c) compiling and updating the Staff Language Bank, assessing the foreign language abilities of prospective Volunteer Interpreters and training or setting up trainings of selected volunteers;
- (d) training or setting up trainings of all Brooklyn Hospital employees on the language assistance policies and procedures set forth in this Agreement;

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- (e) 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 or setting up retraining and taking any other appropriate corrective action to remedy any deficiencies or problems identified;
- (f) conducting patient and provider satisfaction surveys once every six (6) months within the first (1) year after the Effective Date and every year thereafter;
- (g) assessing on an annual basis the language needs of the communities in the geographical area that Brooklyn Hospital serves;
- (h) assessing the language needs of Brooklyn Hospital's LEP patients every three (3) months within the first (1) year after the Effective Date and no less than every six (6) months every year thereafter;
- (i) collecting information sufficient to prepare, and then preparing, the reports described in Article X below;
- (j) reviewing, investigating and responding to complaints about language assistance services;
- (k) communicating on a regular basis with community groups, advisory councils and associations serving LEP patients on issues such as the availability of language assistance services, access to language assistance services and the complaint process;
- (l) communicating with department heads and the Director of Patient's Relations on a regular basis to assist them in meeting the obligations set forth in this Agreement; and
- (m) developing and implementing Brooklyn Hospital's language assistance policies and procedures for its off-site clinics and its policies and procedures for serving hearing-impaired persons at both Brooklyn Hospital 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, Director of Patient's Relations or other senior management official.

3.3 If the Language Assistance Coordinator needed to satisfy the obligations set forth in Article III resign or is terminated, Brooklyn Hospital shall not be deemed in violation of this Agreement so long as it is engaged in prompt and good faith efforts to replace such person(s).

**IV.
LANGUAGE ASSISTANCE POLICY AND PROCEDURE**

4.1 **Informing Patients of Their Language Assistance Rights**

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(A) Brooklyn Hospital shall inform all patients of their right to receive free interpretation services if they are LEP patients.

(B) Within thirty (30) days after the Effective Date, Brooklyn Hospital shall post and maintain, in English and each of Brooklyn Hospital's Primary Languages, in a conspicuous manner at all points of entry into the hospital, at the patient information desk, in all waiting rooms, including waiting rooms at off-site clinics, 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:

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

(2) signs informing patients that "Free Interpretation Services Are Available," "How to Access Language Assistance Services," and "How to File Complaint for Lack of Language Assistance Services." Such signs shall contain the text (and meet the specifications regarding size and other details) detailed in Appendix A which is incorporated hereto by reference.

(C) Within ninety (90) days after the Effective Date, Brooklyn Hospital shall issue wallet-size "I Speak . . . Cards," in substantially the form of Appendix B [attached hereto], to LEP patients to inform them of the availability of free interpretation services. These "I Speak . . . Cards" shall be distributed to all LEP patients in all points of entry to the hospital, the patient information desk, the Patient's Relations Office, all registration and admission areas and any other appropriate areas.

(D) Within ninety (90) days after the Effective Date, Brooklyn Hospital shall maintain, in a conspicuous location near all points of entry to the hospital, the patient information desk, the Patient's Relations Office, all patient registration and admission areas, all waiting areas in the hospital, and any other appropriate areas, a display of brochures available to the public, including wallet-size "I Speak . . . Cards" in English and each of Brooklyn Hospital Primary Languages, that contain:

(1) a glossary to the hospital's directional signs and maps;

(2) 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's Relations offices), and other basic hospital information;

(3) 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;

(4) notification of the right to make a formal complaint if the patient is not satisfied with any of Brooklyn Hospital's services, including the hospital's

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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

(5) 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.

Brooklyn Hospital shall ensure that all of the material to be included in the display of brochures is available in each of the above areas at all times. The Language Assistance Coordinator shall ensure that these supplies are not depleted and shall implement a procedure to confirm that the material is promptly replenished should the display be depleted. In no event shall the replenishment of the material take more than 24 hours.

(E) Brooklyn Hospital 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 Brooklyn Hospital 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 Brooklyn Hospital shall include notification of free language assistance services in its foreign-language advertising.

4.2 Identification of LEP Patients at Registration or Admission

(A) Brooklyn Hospital has completed its revision of the patient admission and registration forms to include fields that query as follows: "What is your native language?" and "Do you need an interpreter?" Brooklyn Hospital shall ensure that its computerized registration and admission screens continue to include fields - which shall be mandatory - 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. Brooklyn Hospital shall train its registration and admission staff on the appropriate completion of these forms and computer fields.

(B) Within thirty (30) days after the Effective Date, Brooklyn Hospital shall maintain a multi-language identification card, in substantially the form of Appendix C [attached hereto] at each patient admission or registration cubicle, information desk, nurses station, Emergency Department information desk, Clinical Department registration desk, off-site clinics, 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.

(C) Within sixty (60) days after the Effective Date, Brooklyn Hospital shall develop a system of color-coding or otherwise prominently marking any appropriate materials that

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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 of inpatients.

(D) Brooklyn Hospital shall reclassify a patient previously identified as an LEP patient as no longer requiring language assistance services only upon the patient's request. If a patient previously classified as an LEP patient indicates that the patient no longer needs an interpreter and is able to communicate effectively in English, this patient request shall be thoroughly documented in the medical record. Such documentation shall include, at a minimum, the date the patient made the request and the staff member who spoke with the patient about the request, as well as any other pertinent information about the request.

4.3. **Language Assistance Resources**

(A) Brooklyn Hospital 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 Brooklyn Hospital's services, activities and programs:

(1) **Bilingual Staff**

(a) Brooklyn Hospital shall continue its efforts to actively recruit and seek to retain bilingual staff. Brooklyn Hospital shall encourage bilingual staff to communicate with LEP patients who speak a language in which the bilingual staff person is fluent, except that -- absent an urgent situation -- a bilingual staff person shall not communicate Medical Information to any LEP patient unless such staff person has successfully participated in an assessment evaluation of his or her skills and completed a medical interpreting training program as described in paragraph 5.1 of Article Part V below.

(b) "Medical staff" who are assessed to be fluent and found to be able to provide medical services for LEP patients in the patients' primary language may provide medical services in the LEP patients' primary language without the use of an interpreter. For this provision, "medical staff" shall include only licensed medical professionals, as defined in section 1.13 above, when they are providing direct care for the patient or providing care as part of a medical team composed of attending physicians, residents, and nurses and assigned to provide patient care to that patient. Bilingual medical staff must complete an interpreter skills program. At a minimum, this program shall include a two hour course as described in Appendix D. Should the hospital seek to use medical staff as staff interpreters

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outside of their medical team, the medical staff must first complete the training as provided in section V of this agreement.

(2) Staff Interpreters

(a) Brooklyn Hospital shall employ a number of staff members collectively fluent in all Brooklyn Hospital 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, Brooklyn Hospital shall not be deemed in violation of this Agreement so long as it is engaged in prompt and good faith efforts to replace such person(s).

(b) Brooklyn Hospital may adjust the number of Staff Interpreters available in each clinical department depending upon the level of demand for language assistance services.

(c) Any staff member whom Brooklyn Hospital designates as a Staff Interpreter must, within thirty days of their hire date or designation as a Staff Interpreter and prior to being allowed to serve in that capacity, undergo an assessment evaluation of his or her foreign language abilities as described in paragraph 5.1 of Article V below.

(d) All staff members who have passed the required language assessment must, within ninety (90) days of their designation as Staff Interpreters, receive the training described in paragraph 5.1 of Article V below.

(e) 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 Brooklyn Hospital Primary Language(s).

(f) In the event the Hospital is unable to meet the requirements in subsection (e) above during the 11 pm to 7 am shift (“night shift”), the hospital shall designate one of the nursing supervisors on duty to be the night-shift language assistance coordinator. The Hospital shall ensure that at least one of designated nursing supervisors shall always be available from 11 pm to 7 am. If

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this provision is necessary, the Hospital shall ensure that all Hospital facilities and all Hospital staff that serve patients during the night shift have immediate access to the designated night-shift language assistance coordinator available at all times. Notwithstanding this provision, the Hospital at all times shall ensure that the Emergency Department has bilingual staff collectively fluent in each of the Brooklyn Hospital Primary Languages.

(g) 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.

(h) Initial Staff Interpreter Allocations

(i) Within 120 after the Effective Date, Brooklyn Hospital 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 paragraph 5.1 of Article V below, and have received the interpreter training described in 5.1 of Article V below.

(ii) Within 150 days after the Effective Date, the Language Assistance Coordinator shall retrieve from Brooklyn Hospital's computerized registration and admission system the number of Patients 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 Brooklyn Hospital Primary Languages. Any foreign language determined by the 150-day review as constituting a Brooklyn Hospital Primary Language shall be designated as such solely for purposes of the Staff Interpreter requirements set forth in paragraph 4.2 of this Article IV. Within 120 days of such designation, Brooklyn Hospital shall have Staff Interpreters in each Clinical Department who collectively are fluent in the newly designated Brooklyn Hospital Primary Languages, have satisfactorily completed the language assessment described in paragraph 5.1 of Article V below, and have received the interpreter training described in paragraph 5.1 of Article V below.

(i) Subsequent Staff Interpreter Allocations.

(i) If, pursuant to the annual review contemplated under subparagraph 10.2 (B)(1) of Article X, any additional foreign languages are designated as Brooklyn Hospital Primary Languages, Brooklyn Hospital shall, within 120 days, have Staff interpreters in each Clinical Department who collectively are fluent in the newly-designated Brooklyn Hospital Primary Language(s), have satisfactorily completed the language

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assessment described in paragraph 5.1 of Article V below, and have received the interpreter training described in paragraph 5.1 of Article V below.

(3) Volunteer Interpreters

(a) Within sixty (60) days after the Effective Date, Brooklyn Hospital shall compile and promulgate an updated list of staff volunteers for Brooklyn Hospital's Interpreter List or Language Bank ("Language Bank"). Prior to including an employee on the Language Bank, Brooklyn Hospital 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. Brooklyn Hospital shall maintain the assessment tool(s) used to evaluate Volunteer Interpreters and the test results of such individuals.

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

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

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

(e) 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).

(f) Brooklyn Hospital shall maintain a Language Bank that contains the names, extensions, and foreign language abilities of all Staff Interpreters and Volunteer Interpreters. The Language Bank shall be organized by Clinical Department, listing all of the Staff Interpreters and Volunteer Interpreters in each such Department.

(g) Brooklyn Hospital shall update its Language Bank 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 Language Bank, have satisfactorily completed the language assessment described

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in paragraph 5.1 of Article V, and have received the interpreter training described in paragraph 5.1 of Article V.

(4) Telephonic Interpretation Services

(a) Brooklyn Hospital shall maintain a contract with a provider of telephonic medical interpretation services, which shall be accessible to all employees at all times, preferably, through the use of dual-handset phones.

(b) Brooklyn Hospital 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 Brooklyn Hospital's LEP patients.

(5) Other Interpreter Resources

Nothing in this Agreement shall prevent Brooklyn Hospital from providing additional types or forms of language assistance resources for LEP patients.

4.4 **Procedure for Providing or Securing Language Assistance Services**

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

(1) Procedures

(a) *Identifying an LEP Patient's Primary Language.* If a Brooklyn Hospital employee encounters an LEP patient needing language assistance, the employee shall seek to ascertain the Patient's Primary Language through the use of a number of resources, including the use of a multi-language identification card, as discussed in paragraph 4.2 of Article IV, and ensure that the patient's language information is entered into Brooklyn Hospital's registration system, as discussed in paragraph 4.2 of Article IV.

(b) *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) The employee shall provide the LEP patient with an "I Speak . . . Card."

(ii) 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 4.3 of this Article IV;

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(iii) 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;

(iv) 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 Language Bank. 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;

(v) 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 Language Bank;

(vi) 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.

(c) *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).

(d) *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).

(e) *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 the Language Assistance Coordinator can readily retrieve it in a review of those records. If language assistance is provided by an employee other than a Staff Interpreter who regularly works in the Clinical Department, the registration staff

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shall record the time at which language assistance services were requested and the time at which they were provided.

(2) Refusals of Brooklyn Hospital's Language Assistance Services

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

(b) If, at any time during the visit, any Brooklyn Hospital Staff or Volunteer reasonably concludes that the Outside Interpreter is not able to provide effective interpretation services, the Brooklyn Hospital Staff or Volunteer will interrupt the encounter and provide medical interpretation services.

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

(d) If an LEP patient declines Brooklyn Hospital's language assistance services, the employee shall document such refusal in a specific and uniform location in the LEP patient's medical records, so that the Language Assistance Coordinator can easily retrieve those records when conducting a review of those records. Such documentation shall include, at a minimum:

(i) a statement 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, department, and title of the Brooklyn Hospital 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 reason(s) for refusing language assistance services; and

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

(3) Assisting LEP Patients While Awaiting An Interpreter. While waiting for a Brooklyn Hospital 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.

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(4) Telephone Contact with LEP Patients.

(a) Brooklyn Hospital shall maintain a sufficient number of telephone operators who are fluent in Brooklyn Hospital's Primary Languages so that waiting times for LEP callers are not substantially longer than those for English-speaking callers.

(b) 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 Brooklyn Hospital's telephonic medical interpretation service to assist in communicating with the LEP caller.

(c) 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 within a reasonable time, contact Brooklyn Hospital's telephonic medical interpretation service.

(d) Employees shall also seek the assistance of Staff Interpreters or Brooklyn Hospital's telephonic medical 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 or 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) Brooklyn Hospital shall conduct training sessions on an annual basis for all hospital staff regarding Brooklyn Hospital's legal obligation to provide language assistance services to LEP patients and Brooklyn Hospital's language assistance policies and procedures as set forth in this Agreement. Hospital staff with patient contact

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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 Brooklyn Hospital’s diverse patient population, including any barriers to accessing care that may be specific to particular segments of Brooklyn Hospital’s patient population. Accurate attendance records shall be maintained for each training session.

(B) Brooklyn Hospital shall develop and distribute to all staff at the training sessions described in subparagraph 5.2(A) of this Article V written materials describing Brooklyn Hospital’s language assistance policies and procedures as set forth in this Agreement. These written materials are attached hereto as Appendix E and incorporated in this agreement by reference.

(C) Brooklyn Hospital shall produce a one-page summary of the language assistance procedures set forth in subparagraph 4.3 (a)(2) of Article IV and attached hereto as Appendix F (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, 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), Brooklyn Hospital shall provide such employee with training on the hospital’s language assistance policies and procedures and the Language Assistance Policy Guidance.

(E) Training materials prepared in connection with the training sessions described in subparagraph 5.2(a) of this Article V are attached hereto and incorporated in this agreement by reference. See Appendix G.

**VI.
COMPLAINTS**

6.1. Within sixty (60) days after the Effective Date, Brooklyn Hospital 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 Brooklyn Hospital Primary Languages.

6.2. The Brooklyn Hospital shall develop complaint forms, which shall be in triplicate form. Patients filing a complaint shall be given a copy of their complaint. One copy of the complaint shall be submitted to the Language Access Coordinator and another copy shall be kept on file of the specific department in which the complaint is being filed.

6.3 The Patient Relation’s office shall provide to the Language Coordinator copies of all complaints about language assistance services, as soon as they are received.

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6.4 Complaints shall be investigated thoroughly and resolved in accordance with federal interpretive guidelines governing patient grievances attached as Appendix H and all the provisions of federal regulations at 42 C.F.R. § 482.13(a)(2)(iii).

**VII.
SIGNAGE AND TRANSLATION OF DOCUMENTS**

7.1. Within 120 days of the Effective Date, Brooklyn Hospital shall ensure that:

- (A) all directional signs and maps in the hospital are coded and translated into Spanish and Creole;
- (B) glossaries to those codes are printed in Brooklyn Hospital's Primary Languages (English and Spanish) as well as Creole and Polish;
- (C) for the Manhattan Avenue facility identified in §1.9(e) above, directional signs and maps shall be provided in English, Spanish, and Polish.
- (D) the glossaries are available in a prominent location at all points of entry into the hospital.

7.2 Within 120 days after the Effective Date, Brooklyn Hospital shall review the English language signage throughout the facility, and determine which signs (if any) should be translated into the Brooklyn Hospital Primary Languages. These signs shall be translated into all of Brooklyn Hospital's Primary Languages and Creole and shall be posted (with the English signs) within 270 days after the Effective Date.

- (A) For the Manhattan Avenue facility identified in §1.9(e) above, the signage shall be translated into Polish instead of Creole. All other signage requirements apply equally to the Manhattan Avenue facility as to the other Brooklyn Hospital facilities.

7.3. Within 270 days after the Effective Date, Brooklyn Hospital shall translate the following materials into all Brooklyn Hospital Primary Languages (currently, Spanish) and the languages listed in paragraph 7.1 (Creole and Polish) and make such translated materials 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;

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(F) any other material Brooklyn Hospital considers vital to a patient's medical care and treatment;

(G) educational information; and

(H) any and all documents and forms requiring signatures.

7.4. If and when Brooklyn Hospital develops or begins using new written materials of the types described in paragraph 7.3 of this Article VII, it shall translate those materials into all of Brooklyn Hospital's Primary Languages within sixty (60) days.

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

**VIII.
RECRUITMENT**

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

**IX.
MONITORING**

9.1. **Data Collection and Reporting**

(A) Computer Records. Every one hundred and eighty (180) days during the first year after the Effective Date, and every year thereafter, the Language Assistance Coordinator shall retrieve the following data from Brooklyn Hospital's computerized registration and admission system:

(1) the number of LEP patients who visited Brooklyn Hospital 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.

9.2 **Patient and Provider Satisfaction Surveys**.

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(A) Within 90 days after the Effective Date, and every three months thereafter, the Language Assistance Coordinator shall conduct patient and provider satisfaction surveys regarding Brooklyn Hospital's language assistance services. The LEP patients chosen for the survey shall represent all Brooklyn Hospital Primary Languages, in approximate proportion to Brooklyn Hospital'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:

- (1) awareness of Brooklyn Hospital's language assistance services;
- (2) frequency with which each language assistance resource was used;
- (3) the quality of each such resource;
- (4) the timeliness of each such resource; and
- (5) suggestions for improving Brooklyn Hospital's language assistance services.

(B) 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:

- (1) the percentage of patients who are satisfied and dissatisfied, respectively, with such resource; and
- (2) the percentage of providers who are satisfied and dissatisfied, respectively, with such resource.

(3) The patient and provider satisfaction survey analysis contemplated in subparagraph 9.1(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 LEP Patient Visits

(1) *Hospital-Wide Analysis.* Within one (1) year and ninety days after the Effective Date, and annually thereafter, Brooklyn Hospital shall generate a random sample of the LEP patient population ("LEP Patients") during the prior year ("Hospital Patient Sample"). For the first year, Brooklyn Hospital shall randomly select 200 LEP patient files for analysis. For the remaining years of this Agreement, Brooklyn Hospital shall randomly select 500 LEP patients for analysis. 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 Patient Sample, the Language Assistance Coordinator shall calculate and report:

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- (a) the percentage of LEP Patient Visits in which:
 - (i) the LEP patient received language assistance services;
 - (ii) the LEP patient declined language assistance services; and
 - (iii) there is no record of either receipt or refusal of language assistance services;
- (b) for the LEP Patient Visits in which patients received language assistance services, a breakdown of:
 - (i) the language assistance resources used, in terms of percentage;
 - (ii) the average time required to obtain assistance via each language assistance resource; and
 - (iii) the average length of a language assistance encounter by language assistance resource used;
- (c) for the LEP Patient Visits in which patients declined language assistance services, a breakdown in percentage terms by:
 - (i) LEP patient's Primary Language; and
 - (ii) principal reasons offered for the refusal.

(2) *Clinical Department Analysis.* Within one (1) year and ninety days after the Effective Date, and annually thereafter, for each Clinical Department for which the Hospital Visit Sample includes fewer than 50 LEP Patient Visits, Brooklyn Hospital 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:

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- (a) the language assistance resources used, in terms of percentage;
- (b) the average time required to obtain 'assistance via each language assistance resource;
- (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 and ninety days after the Effective Date, and annually thereafter, the Language Assistance Coordinator shall review any complaints related to Brooklyn Hospital'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, Brooklyn Hospital shall compile data from the United States Census Bureau on English language ability for the population residing in zip codes 11201, 11205, 11206, 11211, 11217, 11221, 11222, 11226 and other zip codes that fall within the hospital's service areas (the "Relevant Zip Codes") and shall advise MTRBW and SNAP in writing, through their lawyers, New York Lawyers for the Public Interest ("NYLPI"), whether there are any languages, in addition to the Brooklyn Hospital Primary Languages, spoken by one (1) percent or more of the population in the Relevant Zip Codes.

(2) Within one year of the Effective Date, Brooklyn Hospital shall compile data on bilingual education participation and usage in Community School Districts 2, 3 and 15 and other school districts that fall within the hospital's service areas (the "Relevant School Districts") and shall advise MTRBW and SNAP, in writing, through NYLPI, whether there are any languages, in addition to the Brooklyn Hospital Primary Languages, spoken by one (1) percent or more of the population in the Relevant School Districts.

(f) Report.

(1) Within one (1) year and ninety days after the Effective Date, and annually thereafter, the Language Assistance Coordinator shall prepare a report (the "Language

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Assistance Monitoring Report”) that summarizes the information collected during the prior year pursuant to subparagraphs 10.1(A), 10.1(B), 10.1(C), 10.1(D) and 10.1(E) of this Article X.

9.3. Internal Needs Assessment. Brooklyn Hospital shall use the Language Assistance Monitoring Report, as well as the data provided pursuant to subparagraph 9.2 of this Article IX, 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) Brooklyn Hospital 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, Brooklyn Hospital 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 Brooklyn Hospital'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) Brooklyn Hospital shall determine whether any additional languages should be designated as Brooklyn Hospital Primary Languages. Any language identified as a language in which interpretation is required by one (1) percent or more of the Patients recorded in Brooklyn Hospital's computer registration and admission system during the prior year shall be designated a Brooklyn Hospital Primary Language for purposes of this Agreement.

(2) With respect to the designation, assessment and training of Staff Interpreters for a newly-designated Brooklyn Hospital Primary Language, Brooklyn Hospital shall comply with the obligations set forth in subparagraph 4.2.(b) of Article IV.

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(C) Outreach Efforts. With respect to each language, in addition to the Brooklyn Hospital Primary Languages, spoken by one (1) percent or more of the population in the Relevant Zip Codes and/or School Districts, Brooklyn Hospital 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 Brooklyn Hospital'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) 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 Brooklyn Hospital 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"). This report shall be provided to MTRBW and SNAP, through their counsel, NYLPI, within fifteen days after the report is completed. The Report should include, at a minimum:

- (1) a section identifying any observed service deficiencies and summarizing the remedial steps Brooklyn Hospital has taken, or plans to take, to address these deficiencies;
- (2) a section identifying any additional language(s) designated as Brooklyn Hospital Primary Language(s) and indicating Brooklyn Hospital'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.

9.4 Sample documents. documents referred to in §4.1(D)(5) [detachable complaint form]; § 4.4(2)(D) [sample medical record]; and §7.1 [Hospital guide] shall be substantially similar to the documents attached as Appendix I.

X.

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REPORTING REQUIREMENTS

10.1 Monitoring Reports

(A) Within one year after the Effective Date, and on an annual basis thereafter, Brooklyn Hospital shall provide to MTRBW and SNAP in writing, through NYLPI, the following reports described in Article IX above:

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

XI.

SERVICES FOR HEARING IMPAIRED PATIENTS

11.1. Interpretation services and other assistance for people with hearing impairments shall be provided in a timely and meaningful manner. Timeframes and requirements for this assistance, including but not limited to identification in medical records and timeliness of assistance, shall be identical to those timeframes for people who are Limited English Proficient. Absent an urgent situation (as that term is defined in the agreement), medical information shall not be communicated with a person with a hearing impairment who requires language assistance absent appropriate language assistance. Hospital policy regarding language assistance for people with hearing impairments is included in Appendix E and incorporated in this agreement by reference.

XII.

JURISDICTION AND OTHER PROVISIONS

12.1. Notwithstanding any provision of this Agreement to the contrary, the MTRBW and SNAP may, in their discretion, grant written extensions of time for Brooklyn Hospital to comply with any provision of this Agreement.

12.2. 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.

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

12.4. 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.

12.5. The failure by MTRBW and/or SNAP to enforce this entire Agreement or any provision

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thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of the right of MTRBW and/or SNAP to enforce other deadlines and provisions of this Agreement.

12.6. This Agreement constitutes the entire agreement among Brooklyn Hospital, MTRBW and SNAP 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.

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

12.8. This Agreement does not apply to any other issues, reviews, or complaints that may be brought against Brooklyn Hospital with the OAG, OCR, the Commission or any other federal or state agency regarding Brooklyn Hospital's compliance with applicable statutes or regulations enforced by the OAG, OCR, the Commission or any other agency.

12.9. Brooklyn Hospital shall not retaliate, intimidate, threaten, coerce, or discriminate against any person, including any Brooklyn Hospital 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.

12.10. This Agreement shall expire three years after all of the agreement's provisions have been implemented. Upon full implementation of the agreement, the Hospital shall certify in writing to Make the Road by Walking and Fort Greene SNAP, via their counsel, New York Lawyers for the Public Interest, that all the provisions have been fully implemented. The agreement shall expire three years after receipt of the certification that the agreement has been fully implemented.

12.11. Within thirty (30) days after the Effective Date of this Agreement, Brooklyn Hospital shall make copies of this agreement and ensure that the agreement is available in each of the display of brochures referred to in §4.1(D) above. The agreement shall be available in English and Spanish; as additional languages are designated as Brooklyn Hospital Primary Languages, the agreement shall be available in such languages in a timely fashion.

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

BROOKLYN HOSPITAL MEDICAL CENTER

By: _____

Mr. Samuel Lehrfeld
President
Brooklyn Hospital Center
120 DeKalb Avenue
Brooklyn, New York 11237
(718) 250-8000

MAKE THE ROAD BY WALKING

By: _____

Andrew Friedman
Co-Director
Make the Road by Walking, Inc.
301 Grove Street
Brooklyn, New York 11237
(718) 418-7690

**STRATEGIC NEIGHBORHOOD ACTION
PARTNERSHIP**

By: _____

Dr. Georgiana Glose
Director
Strategic Neighborhood Action Partnership
375 Myrtle Avenue
Brooklyn, New York 11205
(718) 694-6957

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Appendix A

Signs informing patients that “Free Interpretation Services Are Available,” “How to Access Language Assistance Services,” and “How to File Complaint for Lack of Language Assistance Services.” Sample to contain the text and specifications regarding size and other details.

§4.1(B)

Appendix B

Wallet-size “I Speak . . . Cards,” to LEP patients to inform them of the availability of free interpretation services.

§4.1(C)

Appendix C

Multi-language identification card.

§4.2(B)

Appendix D

Interpreter skills program for bilingual medical staff (minimum of 2 hours)

§4.3(A)(1)(b)

Appendix E

Written materials describing Brooklyn Hospital’s language assistance policies and procedures as set forth in the Agreement.

§5.2(B)

Appendix F

One-page summary of the language assistance procedures set forth in subparagraph 4.3 (a)(2) of Article IV

§5.2(C)

Appendix G

Training materials prepared in connection with the training sessions described in subparagraph 5.2(a)

§5.2(E)

Appendix H

Federal interpretative guidelines governing patient grievances

§6.4

Appendix I

Sample documents

§9.4