

# **SETTLEMENT AGREEMENT**

Between the

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

And

ST. EDWARD MERCY MEDICAL CENTER, FORT SMITH,  
ARKANSAS

Transaction Number: 07-69821

## **I. Introduction**

This Settlement Agreement (Agreement) is entered into by the United States Department of Health and Human Services (HHS), Office for Civil Rights (OCR) and St. Edward Mercy Medical Center, Fort Smith, AR (Medical Center). This agreement resolves OCR transaction number 07-69821.

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

United States Department of Health and Human Services, Office for Civil Rights and St. Edward Mercy Medical Center, Fort Smith, AR.

### **B. Jurisdiction**

The Medical Center receives Federal financial assistance through participation in the Medicaid program and is subject to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794 (Section 504), and its implementing regulation, 45 C.F.R. Part 84. Section 504 prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

### **C. Background**

On July 11, 2007 OCR received a complaint (OCR transaction number 07-69821) from an individual with a disability, alleging that the St. Edward Mercy Medical Center (Medical Center) discriminated against him on the basis of disability by not allowing his service animal to remain with him when he sought medical treatment for his father by the Medical Center. OCR found that the Medical Center discriminated against the Complainant on the basis of disability in violation of Section 504 and its implementing regulation when it refused to allow the Complainant's service animal to accompany him in the Medical Center. OCR also found that the Medical Center's policy and practice regarding access for service animals violated Section 504 and its implementing regulation. Further, OCR found that the Medical Center has not designated a clearly identifiable Section 504 Coordinator nor implemented an appropriate grievance procedure to resolve complaints alleging discriminatory acts based on disability as required by regulation. The Medical Center is a general acute area hospital licensed for 336 beds. It is the flagship hospital of the St. Edward Mercy Health System and serves over 400,000 residents in 13 counties.

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

To resolve these matters expeditiously and without the further burden or expense of additional investigation or litigation, the Medical Center agrees to the terms stipulated in this Agreement and affirms its assurance of compliance with all provisions of Section 504 and its implementing regulation. The promises, obligations, or other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between the Medical Center and OCR. The actions described in this Agreement fully address the issues described in the complaint.

## II. Definitions

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

**A. Service Animal** means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

**B. Patient** is broadly construed to mean any individual who is seeking or receiving health care services.

**C. Individual with a Disability** means an individual who: (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record of such an impairment; (3) is regarded as having such an impairment.

**D. Personnel/Staff** means all employees of and independent contractors with contracts to work for the Medical Center, including without limitation, eligibility staff, admitting personnel, counselors, nurses, physicians, social workers, technicians, security staff, therapists, administrative and billing staff, volunteers, and anyone else who has or is likely to have direct contact with a Patient or individual with a disability.

## III. General Provisions

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

This Agreement covers the Medical Center located at 7301 Rogers Avenue, Fort Smith, AR 72917-7000.

**B. Suspension of Administrative Actions**

Subject to the continued performance by the Medical Center of the stated obligations and required actions contained in the Agreement and in conformity with Section III. G., Failure to Comply with the Terms of this Agreement, OCR shall suspend administrative actions on OCR Transaction Numbers 07-69821.

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

This Agreement shall become effective as of the date that both Parties have signed it (the Effective Date). This Agreement shall remain in effect for eighteen (18) months following the Effective Date of this Agreement. At such time, if OCR determines that the Medical Center has completed all actions required by the Agreement, OCR's review and monitoring of this Agreement shall terminate. Notwithstanding the term of this Agreement, the Medical Center acknowledges that it shall comply with Section 504 for so long as it continues to receive Federal financial assistance. Unless otherwise stated, provisions of the Agreement become effective on the Effective Date of the Agreement.

**D. Effect on Other Compliance Matters**

The terms of this Agreement do not apply to any other issues, investigations, reviews, or complaints of discrimination that are unrelated to the subject matter of this Agreement.

**E. Prohibition against Retaliation and Intimidation**

The Medical Center shall not retaliate, intimidate, threaten, coerce, or discriminate against any person who has filed a complaint or assisted or participated in any manner in the investigation of matters addressed in this Agreement or because he or she in the future may participate in any investigation, proceeding, or hearing regarding this complaint investigation or compliance with this Agreement during the Term of the Agreement.

**F. OCR's Review of the Health System's Compliance with Agreement**

OCR may, at any time, review the Medical Center's compliance with this Agreement. Throughout the term of this agreement, the Medical Center agrees to retain the records required by OCR to assess its compliance with this Agreement and to submit the requested records to OCR. The Medical Center agrees to provide such other information as may be requested and reasonably necessary to assure OCR that the provisions of this Agreement have been fulfilled.

**G. Failure to Comply with the Terms of Agreement**

During the duration of this Agreement, if at any time OCR determines that the Medical Center has failed to comply with any provision of this Agreement, OCR shall notify the Medical Center in writing. The notice shall include a statement of the basis for OCR's determination and shall allow the Medical Center fifteen (15) calendar days to either: (a) explain in writing the reasons for the actions and

describe the remedial actions that have been or shall be taken to achieve compliance with this Agreement; or (b) dispute the accuracy of OCR's findings. On notice to the Medical Center, OCR may shorten the 15-day period if it determines that a delay would result in irreparable injury to the complainant or to other affected parties. If the Medical Center does not respond to the notice, or if, upon review of the Medical Center's response, OCR determines that the Medical Center has not complied with the terms of the Agreement, OCR may, upon thirty (30) calendar days notice to the Medical Center, take steps to suspend, terminate, refuse to grant or continue Federal financial assistance; refer the matter to the U.S. Department of Justice or take any action authorized by law to secure compliance with Section 504.

**H. Technical Assistance**

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

**I. Non-Waiver Provision**

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

**J. Entire Agreement**

This Agreement constitutes the entire understanding between the Medical Center and OCR in resolution of OCR transaction number 07-69821. Any statement, promise, or agreement not contained herein shall not be enforceable through this Agreement.

**K. Modification of Agreement**

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

**L. Publication or Release of Agreement**

OCR places no restriction on the publication of the terms of this Agreement. OCR may be required to release this Agreement and all related materials to any person upon request, consistent with the Freedom of Information Act, 5 U.S.C. §552, and its implementing regulation at 45 C.F.R. Part 5.

**M. Third Party Rights**

This Agreement can be enforced only by the parties specified in this Agreement, their legal representatives, and assigns. This Agreement shall be unenforceable by third parties and shall not be construed to create third party beneficiary rights.

**IV. General Obligations**

**A. Disability Non-Discrimination**

Consistent with Section 504, the Medical Center shall not discriminate against any individual on the basis of disability in the full and equal enjoyment of any of its goods, services, facilities, privileges, advantages and benefits. Specifically, as provided by Section 504, the Medical Center shall make reasonable modifications to its policies, practices, and procedures to afford equal access to its goods, services, facilities, privileges, advantages, or benefits by persons with disabilities, including but not limited to persons who use service animals.

**B. Non-Discrimination by Association**

The Medical Center shall not deny equal services, accommodations, or other opportunities to any individual because of the known relationship of the individual with someone with a disability who uses a service animal.

**V. Policy Development**

**A. Adoption of Service Animal Policy**

Within thirty (30) calendar days of the Effective Date of this Agreement, to ensure equal access for persons with disabilities who use service animals, the Medical Center shall adopt the Service Animal Policy (Policy) attached hereto and incorporated by reference herein as [Attachment A](#) to this Agreement.

**B. Policy Distribution**

Within forty-five (45) calendar days of the Effective Date of this Agreement, the Medical Center shall distribute the Policy attached as [Attachment A](#) to all its Personnel/Staff. Thereafter, the Medical Center will distribute the Policy to all new Personnel/Staff within ten (10) calendar days of the date on which they assume their new positions.

**C. Notice to the Public**

Within forty-five (45) calendar days of the Effective Date of this Agreement, the Medical Center shall post a copy of this Policy on its website (<http://www.stedwardmercy.com>) in a location that is easy for persons with disabilities to find, in a format accessible to persons with disabilities (e.g., HTML format).

**D. Posting of Service Animal Policy**

Within forty-five (45) calendar days of the Effective Date of this Agreement, the Medical Center shall post the Policy at all admitting stations and general public entrances of the Medical Center where Personnel/Staff, Patients, visitors and other members of the public can readily read the Policy. The posted Policy shall be printed in a bold font no smaller than 16 points on a contrasting background and shall include an image designed by the Medical Center of a person with a disability who uses a service animal. The heading on the posted Policy (“ST. EDWARD MERCY MEDICAL CENTER, POLICY REGARDING SERVICE ANIMALS FOR PEOPLE WITH DISABILITIES”) shall be printed in capital letters in a bold font no smaller than 20 points. Physical copies of the posted

Policy will be refreshed as needed. The posted Policy shall also include the name and phone number of a Medical Center staff person who may be contacted if an individual has concerns about the Medical Center's compliance with the Policy.

## **VI. Training of Health System Personnel/Staff**

Within sixty calendar (60) days of approval by OCR of the Medical Center's training curriculum and materials, the Medical Center shall provide training concerning the substantive provisions of Section 504 to its Personnel/Staff which will be developed in consultation with OCR. The training shall include the following components:

- a. Information on each individual's duties and obligations under Section 504 generally and the specific obligation to make reasonable modifications to policies, practices, and procedures when necessary to avoid discrimination on the basis of disability, including the obligation to make a reasonable modification to permit persons with a disability to be accompanied by their service animals within the Medical Center;
- b. Instruction on the Medical Center's Policy related to Section 504 and service animals;
- c. The duties of the Section 504 Coordinator and the procedure for resolving Section 504 complaints, as set out in section VII of this Agreement; and
- d. A question and answer session to review each of the foregoing areas.

## **VII. Section 504 Coordinator and Grievance Procedure**

### **A. Section 504 Coordinator**

The Medical Center shall designate an individual to be responsible for coordinating compliance with Section 504, including receiving and ensuring the investigation of all Section 504-related complaints against the Medical Center, consistent with Section VII of this Agreement. For purposes of this Agreement, a complaint alleging any problem related to a disabled person's service animal will be treated as a Section 504- related complaint.

### **B. Responsibility for Compliance with Agreement**

The Section 504 Coordinator at each facility will be responsible for ensuring coordinating and monitoring compliance with this Agreement.

### **C. Procedure for Resolving Section 504 Complaints**

The Medical Center shall develop a procedure for the resolution of Section 504 complaints (Grievance Procedure) for OCR's review and approval. Such procedure shall include the designation of the Section 504 Coordinator referenced at Section VII. A of this Agreement. The Grievance Procedure will direct any Section 504-related complaints by an individual with a disability to the Section 504 Coordinator referenced in Section VII. A. As required by 45 C.F.R. § 84.7(b), the Grievance Procedure shall incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging any actions

prohibited under Section 504 (see sample Notice of Grievance Procedures at Attachment B). The Medical System will maintain written records of Section 504-related complaints by individuals, its investigations of such complaints, and its responses to those complaints.

**D. Distribution to Personnel/Staff**

Within forty-five (45) calendar days of the date of OCR's written approval of the Grievance Procedure, the Medical Center shall distribute the Grievance Procedure to all of its Personnel/Staff. Thereafter, the Medical Center will distribute the Grievance Procedure to all new Personnel/Staff within ten (10) calendar days of the date on which they assume their new positions.

**E. Notice to the Public**

Within forty-five (45) calendar days of the date of OCR's written approval of the Grievance Procedure, the Medical Center shall post on its Internet website (<http://www.stedwardmercy.com>) the Grievance Procedure for filing complaints under Section 504. This information shall be available in a conspicuous location on the Medical Center's website that is easy for customers with disabilities to find and in a format accessible to persons with disabilities (e.g., HTML format).

**F. Posting of Grievance Procedures**

Within forty-five (45) calendar days of the date of OCR's written approval of the Grievance Procedure, the Medical Center shall post a copy of the Grievance Procedure for filing complaints under Section 504. This information shall be posted at all admitting stations and general public entrances of the Medical Center where Personnel/Staff, Patients, visitors and other members of the public can readily read it. Physical copies of the posted information will be refreshed as needed.

**VIII. Reporting Requirements**

**A. Compliance Reports**

The Medical Center agrees to provide OCR with the following:

1. No later than forty-five (45) calendar days after the Effective Date of this Agreement, a copy of the Policy adopted by the Medical Center.
2. No later than sixty (60) calendar days after the Effective Date of this Agreement, a letter certifying that the Service Animal Policy has been distributed to all Medical Center personnel and staff. The letter shall specify the date(s) that the Policy was distributed, the method of communication, and the Personnel/Staff to whom the policy was distributed.
3. No later than sixty (60) calendar days after the Effective Date of this Agreement, a letter certifying that the Service Animal Policy has been posted at the Medical Center's admitting stations and general public entrances. The

Medical Center will also provide photographs of the posted notices at each of its facilities.

4. No later than sixty (60) calendar days after the Effective Date of this Agreement, a draft copy of the Medical System's curriculum and materials for training its Personnel/Staff as referenced in Section VI of this Agreement.
5. No later than sixty (60) calendar days after the date of OCR's written approval of the Medical Center's training materials, a letter certifying that the training described in Section VI has been completed. The letter shall specify the date(s), time(s), and location(s) of the training, the person(s) conducting the training, and the content of the training. The Medical Center will also provide the names and titles of all Personnel/Staff who participated in the training.
6. No later than sixty (60) calendar days after the Effective Date of this Agreement, a draft copy of the Grievance Procedure for OCR's review and approval as referenced in Section VII(C) of this Agreement.
7. No later than forty-five (45) calendar days after the date of OCR's written approval of the Grievance Procedure, a letter certifying that the approved Grievance Procedure has been implemented and distributed to all Medical Center Personnel/Staff. The letter shall specify the date that the Medical Center implemented the Grievance Procedure, the date(s) that the Grievance Procedure was distributed to Personnel/Staff and the Personnel/Staff to whom the Grievance Procedure was distributed. The letter shall also specify the method(s) by which Personnel/Staff, patients, and visitors are notified of the procedure for filing complaints under Section 504.
8. No later than forty-five (45) calendar days after the date of OCR's written approval of the Grievance Procedure, a letter certifying that a copy of the Grievance Procedure has been posted at the Medical Center's admitting stations and general public entrances. The Medical Center will also provide photographs of the posted notices.
9. At three (3) months, (9) months, and fifteen (15) months after the Effective Date of the Agreement, letters describing:
  - (1) the number and type of grievances filed by, or on behalf of, individuals with disabilities, including, but not limited to, persons with disabilities who use service animals, against the Medical Center;
  - (2) the status and/or outcome of each such grievance;
  - (3) the number and type of complaints filed by, or on behalf of, individuals with disabilities, including, but not limited to, persons with disabilities who use service animals, against the Medical Center with any Federal, state or local agency, or licensing board; and
  - (4) the status and/or outcome of each such complaint.

**B. Maintenance of Records**

The Medical Center shall maintain appropriate records to document the information contained in the Compliance Reports and shall make them available upon request.

**X. Signatures**

/s/

11/7/11

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Jeff Johnston  
Chief Executive Officer  
St. Edward Mercy Health System

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Date

/s/

11/9/11

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

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Date

## **Attachment A**

### **St. Edward Mercy Medical Center**

#### **Policy- Service Animals for Persons with Disabilities**

Under the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act, (Section 504), health care facilities may not discriminate against individuals with disabilities. Specifically, the Medical Center may not exclude Service Animals, such as guide dogs and hearing dogs, from facilities within the Medical Center or areas within the facilities, except in limited circumstances. This policy applies to staff, patients, visitors, and others who use a Service Animal while visiting, working, or being treated in this facility.

A Service Animal is any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

Staff may ask if the Service Animal is required because of a disability and what tasks the animal has been trained to perform, but may not require special ID cards or tags or certificates of health or proof of vaccinations for the animal or ask about the person's disability. The Medical Center shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, the Medical Center may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

If a Service Animal is observed on Medical Center property, staff will not question the validity of the Service Animal's presence unless there is a question or doubt about the animal being needed for functional support of his or her handler.

A Service Animal shall be under the control of its handler. A Service Animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the Service Animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

The Medical Center may ask an individual with a disability to remove a Service Animal from the premises if the animal is not housebroken.

The Medical Center may ask an individual with a disability to remove a Service Animal from the premises when it has been determined, in accordance with this policy, that the Service Animal is out of control and the handler does not take effective action to control the Service Animal, or the Service Animal poses a direct threat to the health and safety of others. A direct threat is defined as a significant risk to the health and safety of others that cannot be eliminated or mitigated by a modification of policies, practices or procedures. In determining whether a Service Animal poses a direct threat, the Health System shall make an individualized assessment, based on the reasonable judgment of competent medical personnel and current medical knowledge.

If the Medical Center properly excludes a service animal under this Policy, it shall give the individual with a disability the opportunity to obtain goods, services, and accommodations without having the Service Animal on the premises.

Medical Center personnel and staff must comply with the ADA and Section 504 while maintaining measures to control infections. All Service Animals must be well groomed and free of ectoparasites (fleas, ticks, mange, etc.). If a Service Animal presents at the Medical Center with signs of vomiting or diarrhea, urinary or fecal incontinence, open wounds, skin infections or "hot spots," such Service Animal will be considered to be a direct threat to the health and safety of others and, at the request of Health System staff, must be removed from the Health System premises.

Based on the above legal standards and guidance of the Centers for Disease Control and Prevention, a clean, healthy and well-behaved Service Animal should be permitted in all areas that a human visitor is allowed to go without having to use special infection control precautions (e.g., donning protective garments, such as gloves, gowns, or masks, or using protective equipment). Under Section 504 and the ADA, people with disabilities who use Service Animals may not be isolated from other people or treated less favorably than other individuals in the Medical Center.

A public accommodation shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets. If a public accommodation normally charges individuals for the damage they cause, an individual with a disability may be charged for damage caused by his or her service animal.

Persons who use Service Animals are entitled to be accompanied by their Service Animals during the course of visits to the Medical Center regardless of whether the animals are working or performing services at all times, and regardless of whether healthcare staff could perform essentially the same services provided by the Service Animal, such as retrieving items or guiding the handler to a destination.

The patient takes full responsibility for the needs and behavior of the Service Animal. Medical Center staff and personnel are not required to supervise or care for Service Animals. The patient needs to make his or her own arrangements to have someone feed, water and air the animal throughout the hospital stay.

If the patient is separated from the Service Animal, a staff member should remain with the patient at all times and under all circumstances while he or she is separated from the Service Animal, unless a friend or relative accompanies the patient and the patient does not need a staff member to assist him or her.

Individuals can make complaints about the unjustified exclusion of service animals from the Medical Center by notifying the responsible management staff person, \_\_\_\_\_.

The Medical Center considers interference with or denial of this right to be a serious violation of Hospital policy. The Medical Center will promptly investigate all complaints raising this issue.

## Attachment B

### **SAMPLE GRIEVANCE PROCEDURES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973**

In accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), St. Edward Mercy Medical Center (Medical Center) does not discriminate on the basis of disability in admission to, participation in, or receipt of services and benefits under any Medical center program or activity. The Medical Center does not retaliate or discriminate against, or coerce, intimidate or threaten any individual who (1) opposes any act or practice made unlawful by Section 504 or (2) files a grievance and/or complaint, testifies, assists, or participates in any investigation, proceeding, or hearing under Section 504.

The Medical Center has adopted an internal grievance procedure providing for the prompt and equitable resolution of grievances alleging any action prohibited by Section 504 or the Federal regulation implementing this law. The applicable Federal law and regulation may be examined in the office of **[name and contact info for Section 504 Coordinator]**, who has been designated to coordinate the efforts of the Health System to comply with Section 504.

Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the Medical Center to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

#### **Procedure:**

- Grievances must be submitted to the Section 504 Coordinator as soon as possible but no later than sixty (60) calendar days after the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A grievance must be in writing, containing the name and address of the person filing it. The grievance must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Section 504 Coordinator (or his/her designee) will conduct an investigation of the grievance. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the grievance. The Section 504 Coordinator will maintain the files and records of SEHS relating to such grievances.

- The Section 504 Coordinator will issue a written decision on the grievance no later than thirty (30) calendar days after its filing.
- The person filing the grievance may appeal the decision of the Section 504 Coordinator by writing to the (*Administrator/Chief Executive Officer/Board of Directors/etc.*) within fifteen (15) calendar days of receiving the Section 504 Coordinator's decision.
- The Section 504 Coordinator will issue a written decision on the appeal no later than thirty (30) calendar days after its filing.
- Filing a grievance with the Section 504 Coordinator does not prevent the applicant, resident and/or his family member or guardian from filing a complaint with the Office for Civil Rights, U.S. Department of Health and Human Services.

**The Section 504 Coordinator will make appropriate arrangements to ensure that individuals with disabilities are provided auxiliary aids if needed to participate in this grievance process. Such arrangements may include, but are not limited to, providing interpreters for persons who are deaf or hard-of-hearing, providing recordings of material for persons who are blind or who have low vision, or assuring a barrier-free location for the proceedings**