

VOLUNTARY RESOLUTION AGREEMENT

BETWEEN THE

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

AND

SHIAWASSEE COUNTY MEDICAL CARE FACILITY

OCR TRANSACTION NUMBER: 13-164125

I. Introduction

This Voluntary Resolution Agreement (Agreement) is entered into by the U.S. Department of Health and Human Services (HHS), Office for Civil Rights (OCR), and Shiawassee County Medical Care Facility (Shiawassee). Shiawassee is a 136-bed nursing home located in Corunna, Michigan. This Agreement resolves OCR Transaction Number 13-164125, a compliance review opened on August 5, 2013, in response to a lawsuit¹ filed against Shiawassee alleging discriminatory assignment of nurses based on the racial preferences of a Caucasian resident (Resident A).

OCR conducted an investigation to determine Shiawassee's compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and its implementing regulation, 45 C.F.R. Part 80 and 81 (collectively, "Title VI"), in Shiawassee's assignment of staff to care for residents. OCR's investigation revealed that in mid July 2013, in response to Resident A's complaints about receiving care from African-American staff and his threats to harm them, a nursing staff member advised two other nurses that African-American staff were not to be assigned to Resident A. When Shiawassee learned of this instruction, it revised Resident A's care plan to specifically instruct assignment of two nursing staff of any race to care for Resident A.

OCR's investigation also revealed that Shiawassee did not have a specific policy or procedure to address discriminatory requests for staff or room assignments. Assigning staff on the basis of a resident's racial preference violates Title VI. See November 1969 OCR Guidelines for Compliance of Nursing Homes and Similar Facilities with Title VI of the Civil Rights Act of 1964, which is attached hereto as Exhibit A.

Shiawassee cooperated with OCR throughout its investigation. Shiawassee subsequently conducted diversity training for all staff members. As part of this training, Shiawassee reissued and trained staff regarding its Equal Employment Opportunity, Non-Discrimination, Anti-Harassment and Non-Retaliation Policies, which prohibit assignment based upon protected status, included race.

II. Parties to the Agreement

A. OCR; and

B. Shiawassee.

III. Jurisdiction

OCR is the HHS office charged with enforcing civil rights laws as they pertain to programs funded by HHS, and so has jurisdiction over this compliance review under Title

¹ Butler et al. v. Shiawassee County Medical Care Facility et al., Case No. 2:2013cv13245 (E.D. Mich. July 30, 2013).

VI. Title VI prohibits discrimination on the basis of race, color and national origin in the administration of any program or activity receiving Federal financial assistance (FFA). Shiawassee receives FFA from HHS in the form of Medicare and Medicaid payments.

IV. Purpose of the Agreement

To resolve these matters expeditiously and without the further burden or expense of administrative action or litigation, Shiawassee agrees to the terms stipulated in this Agreement and to adhere in all respects to Title VI. The promises, obligations, or other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between Shiawassee and OCR. The actions described in this Agreement fully address the issues that were raised and investigated in the compliance review, OCR Transaction Number 13-164125. This Agreement shall not be construed as an admission or as evidence of any violation of any law or regulation or of any liability or wrongdoing on the part of Shiawassee or its staff. Nor shall this Agreement be deemed or construed to be a concession by HHS that Shiawassee is not in violation of Title VI.

V. Definitions

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

A. Resident

Any individual who is seeking or receiving health care services, including in-patient or outpatient treatment and consultations.

B. Family Member and Companion

A person who is one of the following: (a) a person whom the Resident designates to communicate with Shiawassee on his or her behalf regarding the Resident's condition or care or to help the Resident act on the information, advice or instructions provided by Shiawassee staff; (b) a person legally authorized to make health care decisions on behalf of the Resident, such as a parent of a minor child or the holder of a power of attorney for health care; or (c) such other person with whom Shiawassee would ordinarily and regularly communicate regarding the Resident's medical condition.

C. Title VI Coordinator

The individual designated by Shiawassee management to coordinate Shiawassee's efforts to comply with and carry out its Title VI responsibilities.

D. Shiawassee Staff

All Shiawassee employees, as well as contractors working with Shiawassee, including, without limitation, nurses, physicians, social workers, technicians,

dietitians, and all volunteers, who have or are likely to have direct contact with Residents and Family Members and Companions as defined herein. The term also includes all physicians or other health care professionals who have medical staff privileges that permit them to see or treat Residents at Shiawassee.

VI. General Obligation

Pursuant to Title VI, no person in the United States shall, on the ground of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in the administration of any program or activity receiving FFA.

In addition, in 1969 OCR issued Guidance to nursing homes and similar facilities that receive FFA regarding appropriate means of compliance with Title VI. The Guidance is titled "Guidelines for Compliance of Nursing Homes and Similar Facilities with Title VI of the Civil Rights Act of 1964." OCR makes clear in the Guidance that non-discrimination extends to all activities affecting the care and treatment of Residents. In particular, the Guidance states:

Nursing homes or similar facilities which are in compliance with Title VI of the Civil Rights Act are characterized by an absence of separation, discrimination or other distinction on the basis of race, color, or national origin in any activity conducted by, for, or in the institution affecting the care and treatment of residents.

Compliance with Title VI requires adherence to the following policies and practices....

3. Services and Physical Facilities Provided by the Nursing Home:...

d. Assignment of staff to residents is not governed by the race, color, or national origin of either resident or staff.

The Guidance is attached to this Agreement as Attachment A and all of its terms are incorporated herein.

VII. General Provisions

A. Facility Covered by the Agreement

This Agreement covers Shiawassee.

B. Suspension of Administrative Actions

Subject to the continued performance by Shiawassee of the stated obligations and required actions contained in this Agreement and in conformity with Section

VII.D (“Failure to Comply with the Agreement”), OCR shall suspend administrative actions on OCR Transaction Number 13-164125.

C. Shiawasee’s Continuing Obligation

Nothing in this Agreement is intended to relieve Shiawasee of its obligation to comply with the provisions of Title VI or any other applicable nondiscrimination statutes and their implementing regulations, for as long as it continues to receive FFA that subjects it to coverage under Title VI or those other statutes.

D. Effective Date and Term of the Agreement

This Agreement shall become effective on the last date upon which the Agreement is signed by either party (the “Effective Date”) and will remain in effect for twenty-four (24) months after the Effective Date (the “Term”) at which point if OCR determines that Shiawasee has complied with the Agreement OCR’s review and monitoring of this Agreement shall terminate.

E. Failure to Comply with the Agreement

If OCR determines that Shiawasee has failed to comply with any provision of this Agreement, the parties will confer and attempt to reach agreement as to what steps may be necessary to resolve the compliance issues to both parties’ satisfaction. If an agreement is not reached, OCR may terminate the Agreement with thirty (30) calendar days’ notice and take appropriate measures to effectuate Shiawasee’s compliance with Title VI. Such measures may include OCR reopening its investigation of Shiawasee’s compliance with Title VI. OCR may incorporate into its reopened investigation any relevant evidence of noncompliance with the Agreement and any relevant evidence obtained by OCR prior to the signing of the Agreement. OCR also may exercise all rights available under Title VI, including but not limited to issuing noncompliance findings and initiating necessary enforcement proceedings.

F. Effect on Other Compliance Matters

Nothing in this Agreement will be construed to limit or restrict OCR’s statutory and regulatory authority to conduct future compliance reviews or complaint investigations related to Shiawasee and the subject matter of the Agreement.

The Agreement does not address or resolve issues involved in any other complaint investigations, compliance reviews, or administrative actions under Federal laws by OCR or other Federal Agencies, including any other action or investigation under Title VI.

G. Prohibition Against Retaliation and Intimidation

Shiawassee shall not retaliate, intimidate, threaten, coerce or discriminate against any person who has filed a complaint or who has assisted or participated in the investigation of any matter addressed in this Agreement.

H. OCR's Review of Shiawassee's Compliance with the Agreement

At any time, OCR may review Shiawassee's compliance with this Agreement. As part of such review, OCR may interview witnesses, examine and copy documents, and require Shiawassee to provide written reports and permit inspection of Shiawassee's facility and services. Throughout the term of this Agreement, Shiawassee shall retain records required by OCR to assess Shiawassee's compliance with the Agreement and shall submit the requested records to OCR. OCR will maintain the confidentiality of all documents, files and records received from Shiawassee and will not disclose their contents, except when necessary in formal enforcement proceedings or when otherwise required or allowed by law.

I. Technical Assistance

OCR agrees to provide appropriate technical assistance to Shiawassee regarding its compliance with this Agreement, as requested and as reasonably necessary.

J. 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 any provisions of this Agreement.

K. Entire Agreement

This Agreement constitutes the entire understanding between Shiawassee and OCR in resolution of OCR Transaction Number 13-164125. Any statement, promise or agreement not contained herein shall not be enforceable through this Agreement.

L. Modification to Agreement

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

M. Effect of Shiawassee Program Changes

Shiawassee reserves the right to change or modify its programs, so long as Shiawassee ensures compliance with Title VI and other applicable Federal statutes and the provisions of this Agreement. Significant program changes that

may affect compliance with this Agreement or any applicable statutes and regulations within OCR's jurisdiction must be promptly reported to OCR.

N. Publication or Release of Agreement

OCR places no restrictions on the publication of this Agreement or its terms. In addition, OCR may be required to release related case materials to any person upon request, consistent with the requirements of the Freedom of Information Act, 5 U.S.C. § 522, and its implementing regulation, 45 C.F.R. Part 5 and other laws, as applicable. In addition, OCR has the right, in its discretion, to publish this Agreement.

O. Authority of Signer

The individual(s) who sign this document on behalf of Shiawassee represents that he or she is authorized to bind Shiawassee to this Agreement. This Agreement may be signed in counterparts.

P. Third Party Rights

This Agreement shall be unenforceable by third parties and shall not be construed to create third party beneficiary rights.

Q. Successor in Interest

This Agreement is binding on the parties and their successors in interest, and Shiawassee shall have a duty to so notify all such successors in interest of the existence and terms of this Agreement.

R. Miscellaneous

When OCR verifies that Shiawassee has completed all actions contained in this Agreement, OCR shall consider all matters related to OCR's investigation of Transaction Number 13-164125 resolved and so notify Shiawassee in writing.

VIII. Specific Obligations

A. Non-Discrimination

Shiawassee shall provide all Residents, Family Members and Companions, and the public with the full and equal enjoyment of the services, privileges, facilities, advantages, accommodations, and benefits of Shiawassee, as required by Title VI. Shiawassee shall not discriminate on the basis of race, color or national origin.

B. Title VI Coordinator

Within ten (10) calendar days of the Effective Date of this Agreement, Shiawassee shall designate an individual to be responsible for its overall compliance with this Agreement and the coordination of its system-wide efforts to comply with Title VI. Shiawassee shall establish a unique email address by which Residents, Family Members and Companions, members of the Shiawassee Staff, and other interested individuals in the general public may contact the Title VI Coordinator. After receiving the training set forth in Section IX, Part A of this Agreement, the Title VI Coordinator and his or her designee(s) shall be available to answer questions and provide appropriate assistance to Shiawassee Staff regarding their obligations under this Agreement and to Residents, Family Members and Companions, and the public. The Title VI Coordinator shall also be in charge of processing any Title VI grievances received by Shiawassee. The Title VI Coordinator may also designate other members of Shiawassee Staff to assist the Coordinator in processing such grievances.

C. Title VI Grievance Policy and Procedures

Within sixty (60) calendar days of the Effective Date of this Agreement, Shiawassee shall revise its Title VI Grievance Policy and Procedures for addressing discrimination complaints, including complaints regarding discriminatory requests for staff and room assignments. In particular, the revised Title VI Grievance Policy and Procedures shall provide: (a) direct contact information for the Shiawassee Title VI Coordinator; (b) an internal appeal process; and (c) OCR's contact information for filing Title VI discrimination complaints.

D. Policy and Procedure for Ensuring Non-Discrimination

Within sixty (60) calendar days of the Effective Date of this Agreement, Shiawassee shall revise its Non-Discrimination Policy and Procedure to expressly prohibit the assignment of staff and rooms by the race, color, or national origin of Residents or staff.

E. Review and Approval

Shiawassee shall submit the aforementioned policies and procedures required by Sections VIII.C-D of this Agreement to OCR for review upon its completion of the revisions. OCR shall review said policies and procedures within thirty (30) calendar days of receipt. If OCR believes that modifications need to be made to the aforementioned policies and procedures, OCR shall notify Shiawassee and arrange for a conference to resolve the differences. Shiawassee shall provide such revisions to OCR within fifteen (15) calendar days of the conference. The policies and procedures shall not be implemented by Shiawassee without the approval of OCR.

F. Notification of the Title VI Grievance Policy and Procedures and Policy and Procedures for ensuring Non-Discrimination

Within thirty (30) calendar days of the Effective Date of this Agreement and continually thereafter, Shiawassee's Title VI Coordinator and his or her designee(s) shall be available to assist interested persons in filing Title VI or other claims of discrimination with Shiawassee.

Shiawassee shall take all appropriate steps to notify Shiawassee Staff, Residents and their Family Members and Companions, and interested persons of the information contained in the Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures. This information shall be communicated as follows:

1. Within thirty (30) calendar days of the date OCR has approved the Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures, Shiawassee shall post a summary of the Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures of conspicuous size and print in visible locations in Shiawassee's facility. Shiawassee will first obtain OCR's approval of its Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures summary document before posting the summary document at its facility.
2. Within thirty (30) calendar days of the date OCR has approved the Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures, Shiawassee shall publish in its Resident admissions kits, and on its website, the Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures in their entirety.
3. Shiawassee's Title VI Coordinator shall be responsible for maintaining and providing copies of the Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures to interested persons.

G. Ensuring Compliance of Healthcare Professionals

To the extent that physicians and other healthcare professionals with medical staff privileges have direct contact with Residents or their Family Members and Companions, Shiawassee shall be responsible for ensuring their compliance with Title VI and with the requirements of this Agreement.

IX. Training

A. Training of the Title VI Coordinator

Within thirty (30) calendar days of the date OCR has approved the Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures,

Shiawassee shall ensure that the Title VI Coordinator and his or her designee(s) receive all appropriate and necessary training on their responsibilities under this Agreement, the Title VI Grievance Policy and Procedures, the Non-Discrimination Policy and Procedures, and the requirements of Title VI.

B. Training of Shiawassee Staff

1. Within one-hundred fifty (150) calendar days of the date OCR has approved the Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures, the Title VI Coordinator shall provide training to all available Shiawassee Staff on Shiawassee's obligations under Title VI, the Title VI Grievance Policy and Procedures, and the Non-Discrimination Policy and Procedures. In addition, the training shall specifically address how Shiawassee Staff shall respond to discriminatory requests for staff and room assignments. Shiawassee shall provide refresher training on the above referenced obligations within 365 days of the initial training required pursuant to this Agreement.
2. For the remainder of the Term of this Agreement after the date OCR has approved the Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures, Shiawassee shall also provide training on the above referenced obligations to all new hires of Shiawassee Staff within thirty (30) calendar days of the commencement of their employment with Shiawassee.

X. Reporting

A. Documentation of Title VI Grievances

1. Within thirty (30) calendar days of the completion of an investigation of allegations raised in a claim of Title VI discrimination submitted to Shiawassee, Shiawassee shall provide OCR with copies of the Title VI grievance and of the written findings made by Shiawassee.
2. Written findings shall include a description of the grievance, witness contact information, witness interview summaries, and Shiawassee's final, written decision on each such grievance.

B. Additional Documentation

1. Within sixty (60) calendar days of the date OCR has approved the Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures, Shiawassee shall provide a letter certifying that the distribution of materials required by Section VIII of this Agreement has occurred.

Shiawassee shall also provide OCR with documentation of the steps that it has taken pursuant to Section VIII of this Agreement, including but not limited to: (1) photographs and the location of the summary document for its Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures; (2) a copy of Shiawassee's Resident admission kit; and (3) screenshots of the Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures as posted on Shiawassee's website.

2. Within one hundred eighty (180) calendar days of the date OCR has approved the Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures, Shiawassee shall provide documentation and a letter certifying that the training described in Section IX of this Agreement has been completed. The letter shall specify the date(s), time(s), and location(s) of the training, the person(s) conducting the training, the content of the training, and the names and titles of training participants. If any active members of the Shiawassee Staff have not received the training within 150 days of the date OCR has approved the Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures, Shiawassee shall inform OCR of the subject employees and of the steps Shiawassee intends to take to ensure that those employees receive the requisite training and by when Shiawassee anticipates that those members of its Staff shall have been trained. In addition, Shiawassee shall provide a copy of the staff training information or materials provided, training attendance sheets, and any other training documentation Shiawassee has regarding the administration of its obligations under Title VI, the Title VI Grievance Policy and Procedures, the Non-Discrimination Policy and Procedures, and this Agreement.
3. Within thirty (30) calendar days of the end of the Term of this Agreement, Shiawassee shall provide OCR with a letter certifying that it has completed all of the actions required by this Agreement.

XI. Signatures

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

/s/

02/01/2015

Rick Cordonnier
Administrator
Shiawassee Medical Care Facility

Date

/s/

02/08/2015

Celeste H. Davis
Regional Manager, Region V
U.S. Department of Health and Human Services
Office for Civil Rights

Date

Attachment A

**GUIDELINES FOR COMPLIANCE OF NURSING HOMES AND SIMILAR
FACILITIES WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

GUIDELINES FOR COMPLIANCE OF HOSPITALS WITH TITLE VI OF THE CIVIL RIGHTS OF 1964

Section 601 of Title VI of the Civil Rights Act of 1964 provides:

“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Hospitals which are in compliance with Title VI of the Civil Rights Act are characterized by an absence of separation, discrimination* or other distinction on the basis of race, color, or national origin in any activity conducted by, for, or in the institution affecting the care and treatment of patients.

Compliance with Title VI requires adherence to the following policies and practices:

1. Admission to Hospital:

All patients are admitted to the hospital for inpatient, outpatient and emergency care without discrimination and no inquiries are made regarding race, color, or national origin prior to admission. The hospital ensures that staff physicians do not consider race, color, or national origin as a factor in selecting hospitals for their patients. Where there is significant variation between the racial composition of the patient census and available population census data for the service area or potential service area, the hospital has a responsibility to determine the reason for such variation and to take whatever action may be necessary to correct any discrimination.

- a. Hospital policies regarding deposits, extension of credit and other financial matters are applied uniformly and without regard to race, color, or national origin.
- b. Information regarding the price and availability of accommodations is uniformly made available to all without regard to race, color, or national origin.

2. Records:

Records are maintained uniformly without discrimination for all patients. Identification by race, color, or national origin on records is not considered to be discriminatory and maybe used to demonstrate compliance with Title VI.

3. Services and Physical Facilities Provided by the Hospital:

- a. All therapeutic, diagnostic, preventive, nursing, and personal care services are provided without discrimination.

- b. All clinics, emergency and outpatient services are available without discrimination as to quality of care and as to days or hours, and all patients are treated in turn, or in accordance with the urgency of their medical needs. Patients in these services who require inpatient care are being assigned or referred to such care on a nondiscriminatory basis.
- c. Paramedical care, ancillary services such as pharmacy, social services, ambulance services, dietary and laundry services, and facilities such as waiting rooms, lounges, entrances and exits, dining rooms, snack bars and gift shops are provided and used without discrimination.
- d. Rules of courtesy are uniformly applied without regard to race, color, or national origin in all situations including face-to-face contact, written records and communications.
- e. Assignment of staff to patients is not governed by the race, color, or national origin of either patient or staff.
- f. Hospitals which formerly had dual facilities (buildings, waiting rooms, entrances, dining facilities, labor rooms, operating rooms, etc.) have a particular responsibility to demonstrate that such facilities are no longer being operated in a discriminatory manner.

4. Room Assignment and Transfers:

- a. Patients are assigned to rooms, wards, floors, sections, buildings and other areas without regard to race, color, or national origin. Such assignment will result in a degree of multi-racial occupancy of multi-bed accommodations which reflects the proportion of minority use of the facility.
- b. Patients are not asked whether they are willing to share accommodations with persons of a different race, color, or national origin. Requests from patients for transfer to other rooms in the same class of accommodations are not honored if based on racial, or ethnic considerations. Exceptions may be made only if the attending physician or hospital administrator certifies in writing that in his judgment there are valid medical reasons or special compelling circumstances in the individual case. However, such certifications may not be used to permit segregation as a routine practice in the facility.

5. Staff Privileges:

Staff privileges (full, courtesy, consulting, etc.) in all areas and specialties are granted, maintained, upgraded and withdrawn in a nondiscriminatory manner, and standards for professional qualification are applied uniformly without regard to race, color, or national origin.

No requirement for membership in an organization may be established if at the time covered by such requirement the organization discriminated. Disciplinary actions of all kinds, including the withdrawal of staff privileges, are administered without

discrimination. Restrictions on the granting of staff privileges are not applied so as to perpetuate past discrimination. For example, if a hospital, which formerly admitted general practitioners but excluded minority group physicians from its staff, subsequently adopts a policy restricting staff membership to specialists while retaining general practitioners already on staff, it must admit any general practitioner who would have been qualified formerly but for his race, color, or national origin.

6. Training:

- a. All aspects of all training programs--those operated by the hospital, those of other institutions for which the hospital provides clinical facilities, and others in which the hospital participates--are conducted without discrimination.
- b. A hospital must demonstrate that all reasonable efforts have been made to recruit minority group students. Such efforts would include an active recruitment and informational campaign and would be evidenced by minority group students in reasonable proportion to their presence in the population of the area from which the hospital obtains students.

These requirements apply to training at all levels, including professional, semi-professional, skilled and unskilled.

7. Notification of Availability of Services and Nondiscrimination Policy:

- a. The hospital has adopted and where appropriate provided its staff, employees and patients with copies of written statements which set forth the hospital's non-discrimination policies and practices. These policies are included in any publication of staff regulations or public informational brochures, kept current and periodically reviewed with staff and employees.
- b. A hospital which formerly discriminated or had limited utilization by minority group patients effectively conveys to the minority community its present nondiscriminatory policy and the extent and nature of the services available.

8. Referrals:

Hospital referrals, including but not limited to referrals to physicians, extended care facilities and other post-hospital care programs, are made in a manner which does not result in discrimination.

Revised and Issued by:
Office for Civil Rights
Department of Health, Education, and Welfare

Leon E. Panetta, Director

November 1969

*The word "discrimination" as used throughout this document shall be understood to mean "discrimination on account of race, color, or national origin" as used in Section 601. Title VI of the Civil Rights Act of 1964, Public Law 88-352, approved July 2, 1964.

Attachment B

VOLUNTARY RESOLUTION AGREEMENT COMPLIANCE TIMELINE

DUE DATE	ACTION REQUIRED	DATE COMPLETED
10 calendar days after the Effective Date	Shiawassee shall designate a Title VI Coordinator. <i>Section VIII.B of the Agreement</i>	
60 calendar days after the Effective Date	<ol style="list-style-type: none"> 1. Shiawassee shall submit its revised Title VI Grievance Policy and Procedures to OCR. <i>Section VIII.C of the Agreement</i> 2. Shiawassee shall submit its revised Non-Discrimination Policy and Procedures to OCR. <i>Section VIII.D of the Agreement</i> 	
30 calendar days after OCR has approved both the revised Title VI Grievance Policy and Procedures and the revised Non-Discrimination Policy and Procedures	<ol style="list-style-type: none"> 1. Shiawassee shall post a summary of its approved Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures of conspicuous size and print in visible locations in all Shiawassee facilities. Shiawassee must submit the summary to OCR and OCR must approve the summary before Shiawassee posts the summary. <i>Section VIII.E.1 of the Agreement</i> 2. Shiawassee shall publish in its patient admissions kits, and on its website, its approved Title VI Grievance Policy and Procedures and Non-Discrimination Policy and Procedures in their entirety. <i>Section VIII.E.2 of the Agreement</i> 3. Shiawassee shall ensure that the Title VI Coordinator and his or her designee(s) receive all appropriate and necessary training on their responsibilities under this Agreement, the Title VI Grievance Policy and Procedures, the Non-Discrimination Policy and Procedures, and the requirements of Title VI. <i>Section IX.A of the Agreement</i> 4. 	

DUE DATE	ACTION REQUIRED	DATE COMPLETED
60 calendar days after OCR has approved both the revised Title VI Grievance Policy and Procedures and the revised Non-Discrimination Policy and Procedures	Shiawassee shall provide to OCR documentation and a letter certifying that the distribution of materials required by Section VIII of the Agreement has occurred. <i>Section X.B.1 of the Agreement</i>	
150 calendar days after OCR has approved both the revised Title VI Grievance Policy and Procedures and the revised Non-Discrimination Policy and Procedures	Shiawassee shall ensure all available Shiawassee Staff receive training on Shiawassee's obligations under Title VI, the Title VI Grievance Policy and Procedures, and the Non-Discrimination Policy and Procedures. <i>Section IX.B.1 of the Agreement</i>	
180 calendar days after OCR has approved both the revised Title VI Grievance Policy and Procedures and the revised Non-Discrimination Policy and Procedures	Shiawassee shall provide to OCR documentation and a letter certifying that the training required by Section IX of the Agreement has been completed. <i>Section X.B.2 of the Agreement</i>	
365 calendar days after Shiawassee Staff receive initial training as required by Section IX.B.1 of this Agreement	Shiawassee shall ensure all available Shiawassee Staff receive refresher training on Shiawassee's obligations under Title VI, the Title VI Grievance Policy and Procedures, and the Non-Discrimination Policy and Procedures. <i>Section IX.B.1 of the Agreement</i>	

DUE DATE	ACTION REQUIRED	DATE COMPLETED
<p>30 calendar days after the hiring date of a new Shiawassee Staff member who is hired after OCR has approved both the revised Title VI Grievance Policy and Procedures and the revised Non-Discrimination Policy and Procedures during the Term of the Agreement</p>	<p>Shiawassee shall ensure new hire Shiawassee Staff receive training on Shiawassee’s obligations under Title VI, the Title VI Grievance Policy and Procedures, and the Non-Discrimination Policy and Procedures. <i>Section IX.B.2 of the Agreement</i></p>	
<p>30 calendar days after the completion of an investigation of allegations raised in a claim of Title VI discrimination submitted to Shiawassee during the Term of the Agreement</p>	<p>Shiawassee shall provide OCR with copies of the Title VI grievance and of the written findings made by Shiawassee. <i>Section X.A.1 of the Agreement</i></p>	
<p>30 calendar days after the end of the Term of the Agreement</p>	<p>Shiawassee shall provide OCR with a letter certifying that Shiawassee has completed all of the actions required by this Agreement. <i>Section X.B.3 of the Agreement</i></p>	