

1557 of the Affordable Care Act Grievance Procedure

It is the policy of Rhonda F. Company DDS Inc., not to discriminate on the basis of race, color, national origin, sex, age or disability. Rhonda F. Company DDS Inc., has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 1557 of the Affordable Care Act (42 U.S.C. 18116) and its implementing regulations at 45 CFR part 92, issued by the U.S. Department of Health and Human Services. Section 1557 prohibits discrimination on the basis of race, color, national origin, sex, age or disability in certain health programs and activities. Section 1557 and its implementing regulations may be examined in the office of Dawn M. Bevington, Office Coordinator, 1470 E. Valentine Cir. NW Canton, OH 44708, (330)455-0706, Fax- (330)455-1422, Email- CompanyDDS@Gmail.com, who has been designated to coordinate the efforts of Rhonda F. Company DDS Inc., to comply with Section 1557.

Any person who believes someone has been subjected to discrimination on the basis of race, color, national origin, sex, age or disability may file a grievance under this procedure. It is against the law for Dawn M. Bevington to retaliate against anyone who opposes discrimination, files a grievance, or participates in the investigation of a grievance.

Procedure:

- Grievances must be submitted to the Section 1557 Coordinator within (60 days) of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Section 1557 Coordinator (or her/his designee) shall conduct an investigation of the complaint. This investigation may be informal, but it will be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Section 1557 Coordinator will maintain the files and records of Rhonda F. Company DDS Inc., relating to such grievances. To the extent possible, and in accordance with applicable law, the Section 1557 Coordinator will take appropriate steps to preserve the confidentiality of files and records relating to grievances and will share them only with those who have a need to know.
- The Section 1557 Coordinator will issue a written decision on the grievance, based on a

preponderance of the evidence, no later than 30 days after its filing, including a notice to the complainant of their right to pursue further administrative or legal remedies.

- The person filing the grievance may appeal the decision of the Section 1557 Coordinator by writing to the (Administrator/Chief Executive Officer/Board of Directors/etc.) within 15 days of receiving the Section 1557 Coordinator's decision. The (Administrator/Chief Executive Officer/Board of Directors/etc.) shall issue a written decision in response to the appeal no later than 30 days after its filing.

The availability and use of this grievance procedure does not prevent a person from pursuing other legal or administrative remedies, including filing a complaint of discrimination on the basis of race, color, national origin, sex, age or disability in court or with the U.S. Department of Health and Human Services, Office for Civil Rights. A person can file a complaint of discrimination electronically through the Office for Civil Rights Complaint Portal, which is available at: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201.

Complaint forms are available at: <http://www.hhs.gov/ocr/office/file/index.html>. Such complaints must be filed within 180 days of the date of the alleged discrimination.

Rhonda F. Company DDS Inc., will make appropriate arrangements to ensure that individuals with disabilities and individuals with limited English proficiency are provided auxiliary aids and services or language assistance services, respectively, if needed to participate in this grievance process. Such arrangements may include, but are not limited to, providing qualified interpreters, providing taped cassettes of material for individuals with low vision, or assuring a barrier-free location for the proceedings. The Section 1557 Coordinator will be responsible for such arrangements.

Qualified Interpreter/Translator Agreement

Interpreter/Translator's:

Name: _____

Company Name: _____

Telephone Number: _____

Email Address: _____

Mailing Address: _____

Website: _____

If interpreter or translator for individuals with limited English proficiency:

Qualified to interpret in the following language(s): _____

Qualified to translate in the following language(s): _____

If interpreter for individuals with disabilities, check each that applies:

Sign language interpreter: specify form: _____

Oral transliterator1

Cued language transliterator2

Other (specify): _____

This agreement ("Agreement") is entered into as of _____, 20____, (the "Effective Date") by and between Rhonda F. Company DDS Inc., ("Dental Practice") and _____ ("Business Associate").

RECITALS:

WHEREAS, Business Associate has represented that it is qualified to interpret or translate in the language(s) indicated above; and wishes to provide interpretation or translation services for Dental Practice;

WHEREAS, from time to time Dental Practice may require a qualified interpreter or translator for communication with individuals with limited English proficiency ("LEP"); and

WHEREAS, Dental Practice wishes to obtain and Business Associate wishes to provide satisfactory assurances, in accordance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), that Business Associate will appropriately safeguard all Protected Health Information that Business Associate creates, receives, maintains, or transmits,

NOW THEREFORE, the parties agree as follows:

1. Individual who represents or spells in the characters of another alphabet
2. Individual who represents or spells using a small number of handshapes

1. Representations and Warranties:

a. If Business Associate indicated above that he or she is an Interpreter for individuals with limited English proficiency, Business Associate represents and warrants that Business Associate:

- i. Adheres to generally accepted translator ethics principles (e.g., The National Code of Ethics for Interpreters in Health Care, American Translators Association Code of Ethics and Professional Practice), including client confidentiality.
- ii. Has demonstrated proficiency in speaking and understanding both English and the language(s) listed above.
- iii. Is able to interpret effectively, accurately, and impartially, both receptively and expressly, to and from such language(s) and English, using any necessary specialized vocabulary, terminology and phraseology.

b. If Business Associate indicated above that he or she is a Translator for individuals with limited English proficiency, Business Associate represents and warrants that Business Associate:

- i. Adheres to generally accepted translator ethics principles (e.g., The National Code of Ethics for Interpreters in Health Care, American Translators Association Code of Ethics and Professional Practice), including client confidentiality.
- ii. Has demonstrated proficiency in writing and understanding both written English and the language(s) listed above.
- iii. Is able to translate effectively, accurately, and impartially to and from such language(s) and

English, using any necessary specialized vocabulary, terminology and phraseology.

c. If Business Associate indicated above that he or she is an Interpreter for individuals with disabilities, Business Associate represents and warrants that Business Associate:

- i. Adheres to generally accepted interpreter ethics principles (e.g., , The Registry of Interpreters for the Deaf, Inc. Code of Professional Conduct, World Association of Sign Language Interpreters Code of Ethics) including client confidentiality.
- ii. Is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary, terminology and phraseology.

2. Indemnification and Insurance.

a. Indemnification. Business Associate will indemnify, defend, and hold harmless Dental Practice and its directors, officers, affiliates, employees, agents, and permitted successors from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any claim of Business Associate's negligence, misconduct, or breach of its obligations under this Agreement, including, but not limited to a Breach of Unsecured Protected Health Information by Business Associate.

b. Insurance. Business Associate will obtain and maintain insurance coverage at a reasonably appropriate level of coverage that covers (at minimum) any claim concerning (i) the improper use and disclosure of PHI by Business Associate, and (ii) negligence or misconduct. Such policy will name Dental Practice as an additional named insured. Promptly (but in no less than seven days) following a request by Dental Practice for evidence of such insurance coverage, Business Associate will provide a certificate evidencing such insurance coverage.

3. Business Associate Agreement:

a. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the same meaning as those terms in the HIPAA Privacy Rule and Security Rule (as defined below).

(a) "Breach," when capitalized, shall have the meaning set forth in 45 CFR § 164.402 (including all of its subsections).

(b) "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, limited to information that Business Associate creates, accesses, receives or maintains for or on behalf of Dental Practice.

(c) "Protected Health Information" or "PHI" shall have the meaning set forth in in 45 CFR § 160.103, limited to information that Business Associate creates, accesses, receives or maintains for or on behalf of Dental Practice. PHI includes EPHI.

(d) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information, codified at 45 CFR parts 160 and 164, Subparts A, D and E, as currently in effect.

(e) "Security Rule" means the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR parts 160 and 164, Subparts A and C, as currently in effect.

(f) "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402, limited to such information accessed, created, received or maintained by Business Associate.

b. Scope of Use and Disclosure of PHI.

(a) Business Associate Status. Business Associate acknowledges that it is Dental Practice's "business associate" as defined by HIPAA. Business Associate will comply with the HIPAA regulations as they directly apply to business associates.

(b) Performance of Service. Business Associate shall not access, use or further disclose PHI other than as permitted or required by this Agreement, to perform the Services pursuant to the Underlying Agreement or as Required by Law. Business Associate shall not access, use or disclose PHI in any manner that would violate HIPAA if such access, use or disclosure was done by Dental Practice.

1. Statistical Aggregation. Business Associate shall not use PHI for any compilation or aggregation of data or for any commercial purpose whatsoever not set forth in this Agreement, unless permitted by Dental Practice in a written document.

2. De-identification. Business Associate shall not use PHI to create de-identified PHI for any purpose not set forth in this Agreement, unless permitted by Dental Practice in a written document.

(c) Minimum Necessary. Business Associate shall not access, use or disclose more than the minimum necessary PHI to perform or fulfill the intended permissible purpose, in accordance with this Agreement.

(d) Privacy Rule. To the extent Business Associate carries out one or more of Dental Practice's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of HIPAA that apply to Dental Practice in the performance of such obligation(s).

(e) Security Rule and Safeguards. Business Associate shall use safeguards that are appropriate and sufficient to prevent access, use or disclosure of PHI other than as permitted or required by this Agreement. Business Associate shall comply with the Security Rule with respect to EPHI, including implementing Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of EPHI.

(f) Notification. Without unreasonable delay, Business Associate shall notify Dental Practice, in writing, of any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware. Without unreasonable delay, Business Associate shall report to Dental Practice in writing of any Security Incident of which it becomes aware in accordance with the Security Rule and Business Associate's obligations under the same. Upon Dental Practice's request, Business Associate shall provide a report of any and all impermissible uses, disclosures and/or Security Incidents.

(g) Subcontractors. Business Associate shall ensure that any and all subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions that apply to Business Associate. Each subcontract agreement must include, without limitation, the provisions of this Agreement. Business Associate shall make such agreements with its subcontractors available to Dental Practice upon request.

(h) Audit. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Dental Practice available to the Secretary of Health and Human Services and/or Dental Practice, upon request, for purposes of determining and facilitating Dental Practice's compliance with HIPAA.

(i) Patient Rights.

1. Patient Right to Review. Business Associate shall make PHI maintained in a Designated Record Set available to Dental Practice or, at the direction of Dental Practice, to an Individual, in accordance with §164.524 of the Privacy Rule.

2. Patient Right to Amend. Business Associate shall make PHI available for amendment and incorporate any amendments to PHI maintained in a Designated Record Set at the direction of Dental Practice and in accordance with §164.526 of the Privacy Rule. Dental Practice shall be involved in any decision of Business Associate to amend the PHI of an Individual.

3. Patient Right to Request Accounting. Business Associate shall document and make available to Dental Practice or, at the direction of Dental Practice, to an Individual, information relating to such Individual as is necessary for Dental Practice to respond to a request for an accounting of disclosures in accordance with §164.528 of the Privacy Rule.

A. Business Associate will implement an appropriate record-keeping process to ensure compliance with the requirements of this Section.

B. Business Associate will provide PHI it maintains electronically in a Designated Record Set in an electronic form at the request of Dental Practice or an Individual.

4. Notice to Dental Practice. Business Associate shall notify Dental Practice immediately in writing upon receiving a request from an Individual to review, copy or amend his or her medical record information or to receive an accounting of disclosures. Business Associate shall also provide Dental Practice with a prompt written report of the details of its handling of such requests.

(j) Breach. Business Associate shall notify Dental Practice of breaches of unsecured PHI in accordance with the requirements of 45 CFR § 164.410. Such notification shall include, to the extent possible, the identification of each Individual whose PHI has been or is reasonably believed to have been accessed, acquired, used or disclosed during the Breach, along with any other information that Dental Practice will be required to include in its notification to an affected Individual, the media and/or the Secretary, as applicable, including, without limitation, a description of the Breach, the date of the Breach and its discovery, the types of Unsecured Protected Health Information involved and a description of Business Associate's investigation, mitigation and prevention efforts.

(k) Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or a subcontractor or agent of Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule or other applicable federal or state law.

c. Term and Termination.

(a) Term. The Term of this Agreement is effective as of the Effective Date, and remain in effect until all PHI is returned or destroyed in accordance with this Section.

(b) Termination for Cause. Dental Practice may terminate this Agreement (and any agreement pursuant to which Business Associate has been engaged by Dental Practice to provide services) immediately if Dental Practice, in its sole discretion, determines that Business Associate has violated a material term of this Agreement. Dental Practice, at its option and within its sole discretion, may (1) permit Business Associate take steps to cure the breach; and (2) in the event Dental Practice determines such cure is sufficient, elect to keep this Agreement in force.

(c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate shall promptly return to Dental Practice or destroy all PHI received from Dental Practice, or created or received by Business Associate on behalf of Dental Practice, that Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI in any form. Upon request by Dental Practice, Business Associate shall promptly supply a certification executed by an officer (vice president level or above) of the Business Associate confirming that Business Associate has returned or destroyed all PHI and all copies thereof.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

d. Miscellaneous Provisions.

(a) Notices. Any notice required or permitted under this Agreement will be given in writing and will be sent –

to Dental Practice at:
Rhonda F. Company DDS Inc.
1470 E. Valentine Cir NW
Canton, OH 44708

to Business Associate at the address first set forth above.

Notices will be deemed to have been received upon actual receipt, one business day after being sent by overnight courier service, or three business days after mailing by first-class mail, whichever occurs first.

(b) Governing Law. This Agreement will be governed by, and construed in accordance with the laws of the state of the State where Dental Practice is located without giving effect to choice of law provisions thereof.

(c) Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement will be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future. Failure of a party to insist upon strict adherence to any term or condition of this Agreement shall not be considered a waiver by that party of its right thereafter to insist upon strict adherence to that, or any other, term or condition of this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(d) Severability. All provisions of this Agreement are separate and divisible, and if any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement will continue in full force and effect.

(e) Amendments. The parties shall amend this Agreement from time to time by mutual written agreement in order to keep this Agreement consistent with any changes made to the HIPAA laws or regulations in effect as of the Effective Date and with any new regulations promulgated under HIPAA. Dental Practice may terminate this Agreement and, where appropriate, the Underlying Agreement in whole or in part if the parties are unable to agree to such changes by the compliance date for such new or revised HIPAA laws or regulations.

(f) Interpretation. In the event of any conflict between the provisions of this Agreement and the Underlying Agreement, the provisions of this Agreement shall control. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA.

(g) Automatic Amendment. This Agreement shall automatically incorporate any change or modification of applicable state or federal law as of the effective date of the change or modification. Business Associate agrees to maintain compliance with all changes or modifications to applicable state or federal law.

(h) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

(i) Independent contractor. The parties acknowledge and agree that Business Associate is an independent contractor. Nothing in this agreement shall be construed to create any partnership, joint venture, agency, or employment relationship of any kind between the parties. Notwithstanding the foregoing, to the extent that Business Associate is ever determined for any purpose to be an agent of the Dental Practice (under the Federal common law of agency or otherwise), Business Associate shall be acting outside of the scope of agency if Business Associate fails to notify the Dental Practice immediately if Business Associate violates or breaches any provision of this Agreement or violates the HIPAA Rules.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DENTAL PRACTICE

By: _____
Name: _____
Title: _____

“BUSINESS ASSOCIATE”

By: _____
Name: _____
Title: _____

Rhonda F Company DDS Inc.,

1470 E. Valentine Cir NW

Canton, OH 44708

LANGUAGE ACCESS PLAN

LAST UPDATED: _____, 20__

1. Purpose.

The purpose of this Language Access Plan is to help our dental practice comply with Section 1557 of the Affordable Care Act, which requires us to take reasonable steps to provide meaningful access to individuals with limited English proficiency (“LEP”) who are eligible to be served or likely to be encountered in our dental practice.

2. Demography: which languages are we likely to encounter?

To determine which non-English languages are spoken by individuals with LEP who are eligible for our services and whom we are likely to encounter, use reliable sources to determine which languages are most prevalent in our area, such as:

- the U.S. Census Bureau’s American Community Survey,
- our dental practice’s records of patients with limited English proficiency (“LEP”),
- data from state and local governments,
- school system data,
- data from community agencies and organizations, and
- data from refugee or immigrant serving agencies.

Take into account how reliable, stable, and current the data is.

Using this data, compile the following table to help determine which languages we should focus on first for interpretation and translation:

| Languages spoken by individuals with LEP in our area | Likelihood that an individual with LEP will be eligible to be served or likely to be encountered in our dental practice (low, medium, high) |
|---|--|
| | |
| | |
| | |

Section 1557 also requires us to post taglines in the top 15 non-English languages spoken in our state. The taglines must state that language assistance services, free of charge, are available. Consider how we might provide qualified interpreters and translators in these languages if requested. List those 15 languages here, based on the Centers for Medicare and Medicaid Services resource *Top 15 non-English Languages by State*¹

1. Spanish
2. Chinese
3. German
4. Arabic
5. Pennsylvania Dutch
6. Russian
7. French
8. Vietnamese
9. Cushite
10. Korean
11. Italian
12. Japanese
13. Dutch
14. Ukrainian
15. Romanian

3. **Nature and importance of health programs and activities.** Analyze the nature and importance of our health programs and activities to determine how likely language services are to be needed, and whether denying or delaying language services is likely to have serious implications for an individual with LEP:

4. **Qualified interpreters and translators.** Section 1557 requires that interpreters and translators, including bilingual staff members, meet certain requirements.

Qualified Interpreters.

An interpreter (including bilingual staff) must:

- Be proficient in both English and the non-English language
- Be able to interpret effectively, accurately and impartially
- Know any necessary specialized vocabulary, terminology, and phraseology

Bilingual staff may only interpret if they meet the above requirements and they are designated to interpret as part of their job responsibilities.

If the interpreter is not a bilingual staff member, he or she must also adhere to an interpreter code of ethics,² including client confidentiality.

Qualified Translators.

A translator (including bilingual staff) must:

- Be proficient in writing and understanding both written English and the non-English language,
- and

1. CMS, *Top 15 non-English Languages by State* is available at:

<https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/Appendix-A-Top-15.pdf>

2. Several interpreter codes of ethics are available online. See for example the National Council on Interpreting in Health Care <http://www.ncihc.org/ethics-and-standards-of-practice> and the International Medical Interpreters Association <http://www.imiaweb.org/code/>.

- Be able to translate effectively, accurately, and impartially to and from English and the non-English language, using any necessary specialized vocabulary, terminology and phraseology.

Bilingual staff may only translate documents if they meet the above requirements.

If the translator is not a staff member, he or she must also adhere to a translator code of ethics, including client confidentiality.

5. **Qualified bilingual staff:** List our qualified bilingual staff:

6. **Resources.** Identify resources (dollars, personnel, services) available to provide qualified language assistance to individuals with LEP, including local in-person services, remote services, telephone services, and at what cost, including any group discounts and negotiated discounts, and any reimbursement offered by Medicaid and CHIP in our state. Include the Sample Notice of Privacy Practices in Spanish available in the ADA HIPAA Manual <http://www.ada.org/en/publications/ada-catalog/complete-hipaa-compliance-kit> and from the Office for Civil Rights at <http://www.hhs.gov/hipaa/for-professionals/privacy/guidance/model-notices-privacy-practices/index.html>, and the health history forms in 39 languages available from the University of the Pacific Arthur A. Dugoni School of Dentistry http://dental.pacific.edu/Professional_Services_and_Resources/Dental_Practice_Documents.html

7. **Translated Documents.** Identify which translated documents should be on hand in translation, and in which language(s):

8. **Responding to individuals with LEP.** Based on the information above, indicate in the following chart how our dental practice will respond to individuals with LEP for the language and circumstances indicated:

| Language | Circumstances | Qualified Interpreters | In-person, audio, or audio-visual | Qualified Translators |
|----------|---------------|------------------------|-----------------------------------|-----------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

9. **If we have difficulty determining which language an individual speaks, we will use the Language Identification Cards from LEP.gov (<http://www.lep.gov/ISpeakCards2004.pdf>).**

Rhonda F. Company DDS Inc., complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Rhonda F. Company DDS Inc., does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Rhonda F. Company DDS Inc.,:

(b) Provides free aids and services to people with disabilities to communicate effectively with us, such as:

-Qualified sign language interpreters

-Written information in other formats (large print, audio, accessible electronic formats, other formats)

(b) Provides free language services to people whose primary language is not English, such as:

-Qualified interpreters

-Information written in other languages

If you need these services, contact Dawn M. Bevington.

If you believe that Rhonda F. Company DDS Inc., has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Dawn M. Bevington, Office Coordinator, 1470 E. Valentine Cir. NW Canton, OH 44708, (330)455-0706,

Fax: (330)455-1422, Email: CompanyDDS@Gmail.com. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, Dawn M. Bevington is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal,

available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services 200 Independence Avenue, SW Room
509F, HHH Building Washington, D.C. 20201

1-800-368-1019, 800-537-7697 (TDD) Complaint forms are available at

<http://www.hhs.gov/ocr/office/file/index.html>

Rhonda F. Company DDS Inc
1470 E. Valentine Cir. NW
Canton, OH 44708
Office (330)455-0706
Fax (330)455-1422
CompanyDDS@Gmail.com

Ohio

We will take reasonable steps to provide free-of-charge language assistance services to people who speak languages we are likely to hear in our practice and who don't speak English well enough to talk to us about the dental care we are providing.

Spanish:

Tomaremos acciones razonables para proporcionar servicios de asistencia lingüística gratuitos a aquellas personas cuyo lenguaje escuchamos frecuentemente en nuestro consultorio y que no hablen un inglés lo suficientemente bueno como para hablar con nosotros sobre el servicio odontológico que suministramos.

Chinese:

我们将有序地做到提供免费的语言服务使我们能听懂英语不好的人向我们咨询有关牙齿护理

German:

Wir werden angemessene Schritte unternehmen, um denen eine gebührenfreie Sprachunterstützung zu bieten, die Sprachen sprechen, die wir möglicherweise in unserer Praxis hören, die aber kein Englisch sprechen, das gut genug ist, um mit uns über die Zahnpflege zu sprechen, die wir anbieten.

Arabic:

سوف نقوم باتخاذ خطوات معقولة من أجل توفير خدمات المساعدة اللغوية بدون تكلفة للأشخاص الذين يتحدثون لغات أخرى من المرجح أن نستمع إليها خلال ممارستنا والذين لا يتقنون تحدث الإنجليزية بشكل جيد يمكنهم من التحدث إلينا فيما يتعلق برعاية الأسنان التي نقدمها.

Pennsylvanian Dutch:

Mir zelle unser Beschtes browiere fer Hilf griege fer ennich ebber as Druwwel hett fer verschtehe was mer an schwetze is in Englisch weeich Zaahdokteres do. Die Hilf, as mer aabiede kennt, deet nix koschte.

Russian:

Мы принимаем необходимые меры, чтобы предоставить бесплатные услуги переводчика для общения на языках, с которыми мы сталкиваемся в нашей практике с клиентами, которые не

владеют английским языком достаточно, чтобы обсудить с нами стоматологическое обслуживание, которое мы предоставляем.

French:

Nous prendrons les mesures raisonnables pour fournir des services d'assistance linguistique gratuits pour les individus qui parlent des langues que nous sommes susceptibles d'entendre durant nos séances et qui ne parlent pas suffisamment bien l'anglais pour discuter avec nous concernant les soins dentaires que nous fournissons.

Vietnamese:

Chúng tôi sẽ thực hiện các bước cần thiết để cung cấp dịch vụ hỗ trợ ngôn ngữ miễn phí cho những người giao tiếp bằng những ngôn ngữ mà chúng tôi có thể nghe thấy tại phòng khám của mình và cho những người không có đủ trình độ tiếng Anh để thảo luận về dịch vụ chăm sóc nha khoa mà chúng tôi đang cung cấp.

Cushite:

Wayita hojjii keenyatti Afaanota garaa garaagaraa namoota dubbatani fi tajaajila yaalaa nuti kenninuuf kan nu dandeessisu namoota dandeettii Aaan Ingilliffaa gahaa ta'e hin qabneef deeggarsa afaanii kanfaltii irraa bilisa ta'e kennuudhaaf tarkaanfii bu'a qabeessa ta'e ni fudhanna.

Korean:

저희는 적절한 조치를 통하여 언어 지원 서비스를 무료로 제공할 것입니다. 다만, 실제로 저희에게 관심이 있는 언어를 쓰지만 저희 치아 관리 서비스에 대해 의견을 줄 수 있을 만큼 영어로 의사소통이 원활하지 않는 경우로 한정합니다

Italian:

Adotteremo le misure ragionevoli per fornire servizi di assistenza linguistica gratuiti a coloro che parlano lingue che sentiamo spesso sul posto di lavoro e che non parlano inglese abbastanza bene da poter discutere della cura dentale che stiamo fornendo.

Japanese:

実際に練習の中で耳にするく可能性がある言語を話す人々で、弊社が提供している歯科治療について、英語がそれほど上手でない人々に、無償の言語支援サービスを提供するために合理的な措置を講じるつもりです。

Dutch:

We zullen redelijke stappen ondernemen om kosteloze taaldiensten te verstrekken aan personen die talen spreken die we doorgaans in onze praktijk horen en die niet goed genoeg Engels spreken om te kunnen praten over de tandheelkundige zorg die we leveren.

Ukrainian:

Ми вживаємо необхідні заходи, щоб надати безкоштовні послуги перекладача для спілкування мовами, з якими ми стикаємось в нашій практиці з клієнтами, які не володіють англійською мовою достатньо, щоб обговорити з нами стоматологічні послуги, які ми надаємо.

Romanian:

Vom lua măsuri rezonabile pentru a furniza servicii de asistență lingvistică gratuite persoanelor vorbitoare de limbi des întâlnite în cabinetul nostru și care nu vorbesc limba engleză suficient de bine pentru a discuta cu noi despre tratamentele stomatologice pe care le oferim.

OCR SAMPLE GRIEVANCE PROCEDURE FOR COVERED PRACTICES WITH 15 OR MORE EMPLOYEES

Source: HHS Office for Civil Rights

Sample Section 1557 of the Affordable Care Act Grievance Procedure

It is the policy of [Name of Covered Entity] not to discriminate on the basis of race, color, national origin, sex, age or disability. [Name of Covered Entity] has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 1557 of the Affordable Care Act (42 U.S.C. 18116) and its implementing regulations at 45 CFR part 92, issued by the U.S. Department of Health and Human Services. Section 1557 prohibits discrimination on the basis of race, color, national origin, sex, age or disability in certain health programs and activities. Section 1557 and its implementing regulations may be examined in the office of [Name and Title of Section 1557 Coordinator], [Mailing Address], [Telephone number], [TTY number—if covered entity has one], [Fax], [Email], who has been designated to coordinate the efforts of [Name of Covered Entity] to comply with Section 1557.

Any person who believes someone has been subjected to discrimination on the basis of race, color, national origin, sex, age or disability may file a grievance under this procedure. It is against the law for [Name of Covered Entity] to retaliate against anyone who opposes discrimination, files a grievance, or participates in the investigation of a grievance.

Procedure:

- Grievances must be submitted to the Section 1557 Coordinator within (60 days) of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Section 1557 Coordinator (or her/his designee) shall conduct an investigation of the complaint. This investigation may be informal, but it will be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Section 1557 Coordinator will maintain the files and records of [Name of Covered Entity] relating to such grievances. To the extent possible, and in accordance with applicable law, the Section 1557 Coordinator will take appropriate steps to preserve the confidentiality of files and records relating to grievances and will share them only with those who have a need to know.
- The Section 1557 Coordinator will issue a written decision on the grievance, based on a preponderance of the evidence, no later than 30 days after its filing, including a notice to the complainant of their right to pursue further administrative or legal remedies.
- The person filing the grievance may appeal the decision of the Section 1557 Coordinator by writing to the (Administrator/Chief Executive Officer/Board of Directors/etc.) within 15 days of receiving the Section 1557 Coordinator's decision. The (Administrator/Chief Executive Officer/Board of Directors/etc.) shall issue a written decision in response to the appeal no later than 30 days after its filing.

The availability and use of this grievance procedure does not prevent a person from pursuing other legal or administrative remedies, including filing a complaint of discrimination on the basis of race, color, national origin, sex, age or disability in court or with the U.S. Department of Health and Human Services, Office for Civil Rights. A person can file a complaint of discrimination electronically through the Office for Civil Rights Complaint Portal, which is available at: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail

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or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201.

Complaint forms are available at: <http://www.hhs.gov/ocr/office/file/index.html>. Such complaints must be filed within 180 days of the date of the alleged discrimination.

[Name of covered entity] will make appropriate arrangements to ensure that individuals with disabilities and

individuals with limited English proficiency are provided auxiliary aids and services or language assistance

services, respectively, if needed to participate in this grievance process. Such arrangements may include, but

are not limited to, providing qualified interpreters, providing taped cassettes of material for individuals with low

vision, or assuring a barrier-free location for the proceedings. The Section 1557 Coordinator will be responsible for such arrangements.

Nondiscrimination statement for significant publications and signification communications that are small-size:

[Name of covered entity] complies with applicable Federal civil rights laws and does not discriminate on the basis

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