

# NOTICE OF PRIVACY PRACTICES

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**ALL DENTAL OFFICES ARE NOW REQUIRED TO DESCRIBE HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. FAILURE BY HEALTHPARK TO HAVE YOU READ AND SIGN THIS FORM AND PROTECT YOUR INFORMATION COULD RESULT IN FINES FOR US OF UP TO \$250,000 AND 10 YEARS IN JAIL.**

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## **OUR LEGAL DUTY**

We are required by applicable federal and state law to maintain the privacy of your health information. We are also required to give you this Notice about our privacy practices, our legal duties, and your rights concerning your health information. We must follow the privacy practices that are described in this Notice while it is in effect. This Notice takes effect 4/1/03, and will remain in effect until we replace it.

We reserve the right to change our privacy practices and the terms of this Notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our Notice effective for all health information that we maintain, including health information we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this Notice and make the new Notice available upon request.

You may request a copy of our Notice at any time. For more information about our privacy practices, or for additional copies of this Notice, please contact us using the information listed at the end of this Notice.

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## **USES AND DISCLOSURES OF HEALTH INFORMATION**

We use and disclose health information about you for treatment, payment, and healthcare operations. For example:

**Treatment:** We may use or disclose your health information to a physician, dentist or other healthcare provider providing treatment to you.

**Payment:** We may use and disclose your health information to obtain payment for services we provide to you.

**Healthcare Operations:** We may use and disclose your health information in connection with our healthcare operations. Healthcare operations include quality assessment and improvement activities, reviewing the competence or qualifications of healthcare professionals, evaluating practitioner and provider performance, conducting training programs, accreditation, certification, licensing or credentialing activities.

**Your Authorization:** In addition to our use of your health information for treatment, payment or healthcare operations, you may give us written authorization to use your health information or to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect. Unless you give us a written authorization, we cannot use or disclose your health information for any reason except those described in this Notice.

**To Your Family and Friends:** We must disclose your health information to you, as described in the Patient Rights section of this Notice. We may disclose your health information to a family member, friend or other person to the extent necessary to help with your healthcare or with payment for your healthcare, but only if you agree that we may do so.

**Persons Involved In Care:** We may use or disclose health information to notify, or assist in the notification of (including identifying or locating) a family member, your personal representative or another person responsible for your care, of your location, your general condition, or death. If you are present, then prior to use or disclosure of your health information, we will provide you with an opportunity to object to such uses or disclosures. In the event of your incapacity or emergency circumstances, we will disclose health information based on a determination using our professional judgment disclosing only health information that is directly relevant to the person's involvement in your healthcare. We will also use our professional judgment and our experience with common practice to make reasonable inferences of your best interest in allowing a person to pick up filled prescriptions, medical supplies, x-rays, or other similar forms of health information.

**Marketing Health-Related Services:** We will not use your health information for marketing communications without your written authorization.

**Required by Law:** We may use or disclose your health information when we are required to do so by law.

**Abuse or Neglect:** We may disclose your health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, or domestic violence or the possible victim of other crimes. We may disclose your health information to the extent necessary to avert a serious threat to your health or safety or the health or safety of others.

**National Security:** We may disclose to military authorities the health information of Armed Forces personnel under certain circumstances. We may disclose to authorized federal officials health information required for lawful intelligence, counterintelligence, and other national security activities. We may disclose to correctional institution or law enforcement official having lawful custody of protected health information of inmate or patient under certain circumstances.

**Appointment Reminders:** We may use or disclose your health information to provide you with appointment reminders (such as voicemail messages, postcards, or letters).

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### **Patient Rights and Responsibilities**

1. You have the right to be treated with respect, consideration, and dignity by us. You have the duty to treat others you encounter at HealthPark with the same respect, consideration and dignity.
2. You have the right to appropriate privacy with regard to your person and care.
3. You have the right to disclosure and records treated as confidential, and expect when required by law or third party obligation, to have the opportunity to approve or refuse the release of clinical information to others.
4. You have the right to be provided, to the degree known, complete information concerning your diagnosis, treatment plan and prognosis. When in advisable to give this information to you, the information will be made available to an individual designated by you, a legally authorized person, or parent.
5. You have the right to participate in decisions involving your dental health. This includes refusal of treatment, designation of care providers, and selection of appropriate treatment alternatives. You have the obligation to seek answers about your care, the care delivery process, and to advise us if you have questions the need to be answered before treatment is done.
6. You have the right to know what services are available, what and when fees are due, and our payment policies. You are responsible for payment of fees in a timely manner and fulfilling your financial commitment to us.
7. You have the right to express grievances and to make suggestions. You have the obligation to inform us if you have questions or concerns about the care you receive, and to follow our instructions both before and after treatment. This includes medications as prescribed and keeping follow-up appointments as scheduled.
8. You have the right to be seen in a timely manner, or to be given an explanation if more than a 7 minute delay. You have the right to reschedule your appointment in the event of an excessive delay. You have the responsibility to be on time to your scheduled appointments or to notify us at least 24 hours in advance if you cannot keep your scheduled appointment so that another patient may be scheduled.
9. It is our responsibility to clearly communicate our fees to you and it is your responsibility to pay them. HealthPark offers a variety of payment arrangements.
10. From time to time HealthPark will offer selected patients the opportunity to help us by participating in product or technique research evaluations at a reduced fee. You may refuse to participate.

**Access:** You have the right to look at or get copies of your health information, with limited exceptions. You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot practicably do so. (You must make a request in writing to obtain access to your health information. You may obtain a form to request access by using the contact information listed at the end of this Notice. There will be no

charge for one copy of your record. You may also request access by sending us a letter to the address at the end of this Notice. If you prefer, we will prepare a summary or an explanation of your health information for a fee. Contact us using the information listed at the end of this Notice for a full explanation of our fee structure.)

**Disclosure Accounting:** You have the right to receive a list of instances in which we or our business associates disclosed your health information for purposes, other than treatment, payment, healthcare operations and certain other activities, for the last 6 years, but not before April 14, 2003. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests.

**Restriction:** You have the right to request that we place additional restrictions on our use or disclosure of your health information. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in an emergency). You may request that we restrict uses of your health information to carry out treatment, payment or health care operations to your family member or friend involved in your care for payment of your care. We may not (and are not required to) agree to your restriction with one exception: if you pay in full (out of your pocket) for a service you receive from us, and you request that we not submit the claim for this service to your health insurer or health plan for reimbursement, we must honor this request.

**Alternative Communication:** You have the right to request that we communicate with you about your health information by alternative means or to alternative locations. **{You must make your request in writing.}** Your request must specify the alternative means or location, and provide satisfactory explanation how payments will be handled under the alternative means or location you request.

**Amendment:** You have the right to request that we amend your health information. (Your request must be in writing, and it must explain why the information should be amended.) We may deny your request under certain circumstances.

**Electronic Notice:** If you receive this Notice on our Web site or by electronic mail (e-mail), you are entitled to receive this Notice in written form. You have the right to an electronic copy of your health records.

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#### **Concealed weapon law**

It is illegal to carry a firearm, deadly weapon or dangerous ordnance anywhere on these premises. Unless otherwise authorized by law, no person shall knowingly possess, have under the person's control, convey or attempt to convey a deadly weapon or dangerous ordnance onto these premises.

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#### **QUESTIONS AND COMPLAINTS**

If you want more information about our privacy practices or have questions or concerns, please contact us. If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about access to your health information or in response to a request you made to amend or restrict the use or disclosure of your health information or to have us communicate with you by alternative means or at alternative locations, you may complain to us using the contact information listed at the end of this Notice. You also may submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address to file your complaint with the U.S. Department of Health and Human Services upon request.

We support your right to the privacy of your health information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Contact Officer: Dave Herbenick

Telephone: 937-667-2417

Fax: 240-220-7701

E-mail: dherbenick@healthparkdentistry.com

Address: 110 S. Tippecanoe Dr., Tipp City, OH 45371