

### Patient Information

Patient Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Last, First MI (Preferred Name) Gender: \_\_\_\_\_ Family Status: ☐ Married ☐ Single ☐ Child  
Social Security #: \_\_\_\_\_ Birth Date: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Phone (Home): \_\_\_\_\_ (Work): \_\_\_\_\_ Ext: \_\_\_\_\_ (Cell) : \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Apartment #  
\_\_\_\_\_  
Person to contact for emergency: \_\_\_\_\_ Telephone \_\_\_\_\_  
Is another member of your family or relative a patient at our office? \_\_\_\_\_  
Who may we thank for referring you to our office? \_\_\_\_\_

### Responsible Party Information (if different than above)

Relationship to Patient: ☐ the patient's spouse ☐ parent or guardian ☐ other, \_\_\_\_\_  
Name: \_\_\_\_\_  
☐ Male ☐ Female  
Social Security #: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
Phone (Home): \_\_\_\_\_ (Work): \_\_\_\_\_ Ext: \_\_\_\_\_ Best time to call: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Apartment #  
City State Zip Code

### Employment Information

The following is for: ☐ the patient ☐ the person responsible for payment  
Employer Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

### Insurance Information

Please allow us to copy your Insurance Card

### Consent for Services

As a condition of your treatment by this office, financial arrangements must be made in advance. The practice depends upon reimbursement from the patients for the costs incurred in their care and financial responsibility on the part of each patient must be determined before treatment.

All emergency dental services, or any dental services performed without previous financial arrangements, must be paid for in cash at the time services are performed.

Unlike medical offices where you come in and "wait your turn", we schedule appointment times specific to your treatment needs. These times are reserved just for you. If you do not give us adequate notice that you are unable to come – your appointment time is left open and someone who would have liked to come in, would not have been able to do so. Unless a scheduled appointment is cancelled 24 hours in advance, you will be billed \$59.00 for the missed appointment of one hour or less, and \$118.00 for a missed appointment of more than one hour.

Patients who carry dental insurance understand that all dental services furnished are charged directly to the patient and that he or she is personally responsible for payment of all dental services. This office will help prepare the patients insurance forms or assist in making collections from insurance companies and will credit any such collections to the patient's account. However, this dental office cannot render services on the assumption that our charges will be paid by an insurance company.

A service charge of 1½% per month (18% per annum) on the unpaid balance will be charged on all accounts exceeding 30 days, unless previously written financial arrangements are satisfied. A minimum billing charge of \$4.90 applies. I understand that fee estimates listed for dental care can only be extended for a period of six months from the date of the patient examination.

In consideration for the professional services rendered to me, or at my request, by the Doctor, I agree to pay therefore the reasonable value of said services to said Doctor, or his assignee, at the time said services are rendered, or within five (5) days of billing if credit shall be extended. I further agree that the reasonable value of said services shall be as billed unless objected to, by me, in writing, within the time for payment thereof. I further agree that a waiver of any breach of any time or condition hereunder shall not constitute a waiver of any further term or condition and I further agree to pay all costs and reasonable attorney fees if suit be instituted hereunder.

I grant my permission to you or your assignee, to telephone me at home or at my work to discuss matters related to this form.

I have read the above conditions of treatment and payment and agree to their content.

\_\_\_\_\_  
Signature of patient, parent or guardian Date: \_\_\_\_\_ Relationship to Patient: \_\_\_\_\_

# DENTAL HISTORY

Patient Name \_\_\_\_\_  
Medical Alert \_\_\_\_\_

Welcome! So that we may provide you with the best possible care please complete both sides of the medical/dental history form.  
All information is completely confidential.

What is the reason for your visit today? \_\_\_\_\_

Do you have any dental problems now? Yes No

If yes, please describe: \_\_\_\_\_

Date of last Dental Visit \_\_\_\_\_ last Dental Cleaning \_\_\_\_\_ last Full Mouth x-rays \_\_\_\_\_

What was done at your last dental visit? \_\_\_\_\_

Did any previous dentist recommend dental treatment that was never performed? Yes No

If yes, what type of work was it? \_\_\_\_\_

Why was this treatment never performed? \_\_\_\_\_

How often do you have dental examinations? \_\_\_\_\_

How often do you brush your teeth? \_\_\_\_\_ How often do you floss? \_\_\_\_\_

What other dental aids do you use? (Rotodent, Interplak, toothpick, etc.) \_\_\_\_\_

## Are any of your teeth sensitive to:

Hot or cold? ..... Yes No

Sweets? ..... Yes No

Biting or Chewing? ..... Yes No

Noticed any mouth odors or bad tastes? .... Yes No

Do you frequently get cold sores, blisters or  
any other oral lesion? ..... Yes No

Do your gums bleed or hurt? ..... Yes No

Have your parents experienced gum disease  
or tooth loss? ..... Yes No

Have you noticed any loose teeth or change  
in your bite? ..... Yes No

Does food tend to become caught between  
any teeth? ..... Yes No

If yes, where? \_\_\_\_\_

## Do you:

Clench/grind teeth while awake or asleep? Yes No

Bite your lips or cheeks regularly? ..... Yes No

Hold foreign objects with your teeth  
(pencils, pipe, pins, nails, fingernails) .. Yes No

Mouth breathe while awake or asleep? ..... Yes No

Have tired jaws, especially in the morning? Yes No

Smoke/chew tobacco? ..... Yes No

Do you feel nervous about dental treatment? Yes No

Ever had an upsetting dental experience? ... Yes No

If so, please describe \_\_\_\_\_

## Have you ever had:

Orthodontic Treatment? ..... Yes No

Oral Surgery? ..... Yes No

Periodontal Treatment? ..... Yes No

Your teeth ground or bite adjusted? ..... Yes No

A bite plate or mouth guard? ..... Yes No

A serious injury to the mouth or head? ..... Yes No

If so, please describe, including cause \_\_\_\_\_

## Have you experienced:

Clicking or popping of the jaw? ..... Yes No

Pain? (joint, ear, side of face) ..... Yes No

Difficulty in opening or closing the mouth? ..... Yes No

Difficulty chewing on either side of mouth? ..... Yes No

Headaches, neck aches, or shoulder aches? ..... Yes No

Sore muscles (neck, shoulders)? ..... Yes No

Please **Circle** the following dental values **most important** to you  
and **Underline** the **least important**:

Esthetics      Comfort      Longevity      Function

Long-term cost effectiveness

Please **Circle** the **most important feature(s) in your smile that  
you would like to change?**      Color      Shape      Alignment

Length      Gaps      Gum display      Nothing, I'm Happy

Other \_\_\_\_\_

Would you like your smile analyzed? ..... Yes No

If yes, is there a spouse or significant other you want to  
include in our discussion? ..... Yes No

Is there anything else about having dental treatment that you would like us to know? Yes No

If yes, please describe \_\_\_\_\_

# MEDICAL HISTORY

Patient Name _____	Health Alert _____	BP: _____
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1. Have you been under the care of a medical doctor during the past 2 years? . . . . . Yes No  
 If yes, for what? \_\_\_\_\_  
 Physician's Name \_\_\_\_\_ Phone \_\_\_\_\_
  
2. Have you taken any medication/drugs during the past 2 years? . . . . . Yes No
  
3. Are you taking any medication, drugs, or pills now? . . . . . Yes No  
 If yes, please list name and dosage: \_\_\_\_\_
  
4. Are you aware of having an allergic (or adverse reaction) to any medication or substance?  
 If yes, please list: \_\_\_\_\_ . Yes No
  
5. Have you ever taken Bisphosphonates? (Fosamax, Aredia, Bonafos, Zometa) . . . . . Yes No
  
6. Have you been a patient in the hospital during the past 5 years? . . . . . Yes No
  
7. Indicate which of the following you have had, or have at present. Circle "yes" or "no" to each item.

Tuberculosis.....Yes No Asthma.....Yes No Hay Fever.....Yes No Latex Sensitivity .....Yes No Allergies/Hives .....Yes No Sinus Trouble .....Yes No Heart(Surgery/Disease/Attack)..Yes No Chest Pain.....Yes No Congenital Heart Disease.....Yes No Heart Murmur.....Yes No High Blood Pressure.....Yes No Mitral Valve Prolapse.....Yes No Artificial Heart Valve.....Yes No Heart Pacemaker.....Yes No Rheumatic Fever.....Yes No Arthritis/Rheumatism .....Yes No	Cortisone Medicine.....Yes No Swollen Ankles.....Yes No Stroke.....Yes No Diet (Special Restricted).....Yes No Artificial Joints (hip, knee).....Yes No Kidney Trouble.....Yes No Thyroid Problems.....Yes No Ulcers.....Yes No Diabetes.....Yes No Glaucoma.....Yes No Contact Lenses.....Yes No Emphysema.....Yes No Chronic Cough.....Yes No Radiation Therapy.....Yes No Chemotherapy.....Yes No Tumors.....Yes No	Hepatitis A (infect.) B(serum) C.Yes No Venereal Disease.....Yes No A.I.D.S.....Yes No HIV Positive.....Yes No Prostate Cancer.....Yes No Blood Transfusion.....Yes No Hemophilia.....Yes No Sickle Cell Disease.....Yes No Bruise Easily.....Yes No Liver Disease.....Yes No Yellow Jaundice.....Yes No Neurological Disorders.....Yes No Epilepsy or Seizures .....Yes No Fainting or Dizzy Spells.....Yes No Breast Cancer.....Yes No Psychiatric (Psychological Care)Yes No
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7. Do you use more than two pillows to sleep? . . . . . Yes No
  
8. Do you have or have you had any disease condition, or problem not listed above? Yes No  
 If yes, please list: \_\_\_\_\_
  
9. **Women** Are you: Pregnant? Yes, \_\_\_\_\_Months No **Nursing** Yes No  
 Taking birth control pills? Yes No

I understand the above information is necessary to provide me with dental care in a safe & efficient manner. I have answered all questions to the best of my knowledge. Should further information be needed, you have my permission to ask the respective health care provider or agency, who may release such information to you. I will notify the doctor of any change in my health or medication. I understand that responsibility for payment for Dental Services provided in this office for myself or my dependents is mine, due and payable at the time services are rendered unless financial arrangements have been made. I further understand that a 1 1/2% finance charge will be added to any balance over 30 days In the event of default I (we) promise to pay legal interest on the indebtedness, together with such collection costs & reasonable attorney fees as may be required to effect collection of this note

Patient/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

History Review	
Doctor Signature _____	Date _____

**Dameron, Archibald & Associates, PLLC**  
**910 Littlepage Street**  
**Fredericksburg, VA 22401**  
**[www.FredDentalCenter.com](http://www.FredDentalCenter.com)**  
**(540) 373-5642**

**LIMITED DENTAL WARRANTY**

Our practice is proud of the dentistry that we provide for you and your family. Our goal is to not just correct any dental problems you may have, but to show you how to prevent dental disease in the future to save you time and unnecessary expense. The long-term success of the dental treatment we provide for you depends upon your continuing home care of your teeth and gums, regular professional exams, cleanings and fluoride treatments. The products recommended by us for you and the frequency of those professional recare visits depends on your individual condition. Those visits may be every 2, 3, 4 or even 6 months apart depending on your oral health. With that in mind we offer the following limited dental warranties:

**DENTAL SEALANTS**

Sealants are plastic coatings placed on the chewing surfaces of the teeth to prevent decay in the pits and grooves of the teeth. These are the most common areas to get cavities. Floss and the use of fluoride help prevent decay between the teeth, but are not very effective in the pits and grooves. We will repair or replace sealants for a period of 3 years after placement. If decay is present on the chewing surface, the replacement filling will be done at no charge.

**You must keep the prescribed regular recall appointments or this warranty is null and void (minimum every 6 months).**

**COMPOSITE (tooth colored) FILLINGS or Amalgam (Silver) Fillings**

If a composite or amalgam restoration is the recommended treatment of choice, (and not a compromised alternative the patient selects) we will replace or repair it in the event of failure for a period of **3 years**. If the tooth breaks and requires a crown or onlay, we will credit the cost of the filling towards the crown or onlay. (if the composite or amalgam was the recommended treatment)

**You must keep the prescribed regular recall appointments or this warranty is null and void (minimum every 6 months).**

**ROOT CANALS**

Root canal treatment is about 96% successful. They do occasionally fail. If you lose your tooth within 3 years due to failure of the root canal, we will refund the root canal fee, or apply it as a credit towards a replacement tooth.

**You must keep the prescribed regular recall appointments or this warranty is null and void (minimum every 6 months). The warranty will also be voided if the tooth has broken and a crown had been recommended but had not been done.**

**CROWNS, BRIDGES, INLAYS, ONLAYS and PORCELAIN FACINGS**

We will warranty these most comprehensive procedures for a **full 5 years**. We will replace or repair them at no charge during this five year period if they break or are lost, with normal use. (This does not include accidents that could also break normal healthy teeth). If decay requires replacement within 5 years, we will only charge the lab fee. If decay requires a restoration but not replacement, we will charge our normal fee.

**You must keep the prescribed regular recall appointments or this warranty is null and void (minimum every 6 months).**

**DENTURES and PARTIAL DENTURES**

We will warranty dentures and partials for a period of **3 years** if a tooth chips or breaks, or a flange breaks under normal use. This warranty does not cover accidents such as dropping your denture. Full upper and lower denture patients must be seen once every 12 months.

**You must keep the prescribed regular recall appointments or this warranty is null and void (minimum every 6 months).**

**Note:** As you can see, we are confident of the durability of our treatment as prescribed for you. The primary key to your long-term success is spending a few minutes a day on your home care, brushing, flossing, fluoride and prescribed products. The second key to success is regular professional examination, cleaning, x-ray films and fluoride treatment (2, 3, 4, & 6 month intervals depending on your condition). This warranty does not cover accidents that cause damage to the teeth or dental prosthesis. **FAILURE TO HAVE THESE REGULAR VISITS WITH OUR OFFICE VOIDS ALL WARRANTIES.** Help us to help you maintain your teeth for a lifetime.



# **HIPAA NOTICE OF PRIVACY PRACTICES**

**for the Healthcare Facility of:**  
Dameron, Archibald & Associates, PLLC  
910 Littlepage Street  
Fredericksburg, VA 22401

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION under the HIPAA Omnibus Rule of 2013.**

## **PLEASE REVIEW IT CAREFULLY**

For purposes of this Notice "us" "we" and "our" refers to the Name of this Healthcare Facility: Dameron, Archibald & Associates, PLLC and "you" or "your" refers to our patients (or their legal representatives as determined by us in accordance with state informed consent law). When you receive healthcare services from us, we will obtain access to your medical information (i.e. your health history). We are committed to maintaining the privacy of your health information and we have implemented numerous procedures to ensure that we do so.

The Federal Health Insurance Portability & Accountability Act of 2013, HIPAA Omnibus Rule, (formally HIPAA 1996 & HITECH of 2004) require us to maintain the confidentiality of all your healthcare records and other identifiable patient health information (PHI) used by or disclosed to us in any form, whether electronic, on paper, or spoken. HIPAA is a Federal Law that gives you significant new rights to understand and control how your health information is used. Federal HIPAA Omnibus Rule and state law provide penalties for covered entities, business associates, and their subcontractors and records owners, respectively that misuse or improperly disclose PHI.

Starting April 14, 2003, HIPAA requires us to provide you with the Notice of our legal duties and the privacy practices we are required to follow when you first come into our office for healthcare services. If you have any questions about this Notice, please ask to speak to our HIPAA Privacy Officer.

Our doctors, clinical staff, employees, Business Associates (outside contractors we hire), their subcontractors and other involved parties follow the policies and procedures set forth in this Notice. If at this facility, your primary caretaker / doctor is unavailable to assist you (i.e. illness, on-call coverage, vacation, etc.), we may provide you with the name of another healthcare provider outside our practice for you to consult with. If we do so, that provider will follow the policies and procedures set forth in this Notice or those established for his or her practice, so long as they substantially conform to those for our practice.

## **OUR RULES ON HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION**

Under the law, we must have your signature on a written, dated Consent Form and/or an Authorization Form of Acknowledgement of this Notice, before we will use or disclose your PHI for certain purposes as detailed in the rules below.

**Documentation** – You will be asked to sign an Authorization / Acknowledgement form when you receive this Notice of Privacy Practices. If you did not sign such a form or need a copy of the one you signed, please contact our Privacy Officer. You may take back or revoke your consent or authorization at any time (unless we already have acted based on it) by submitting our Revocation Form in writing to us at our address listed above. Your revocation will take effect when we actually receive it. We cannot give it retroactive effect, so it will not affect any use or disclosure that occurred in our reliance on your Consent or Authorization prior to revocation (i.e.

if after we provide services to you, you revoke your authorization / acknowledgement in order to prevent us billing or collecting for those services, your revocation will have no effect because we relied on your authorization/ acknowledgement to provide services before you revoked it).

**General Rule** – If you do not sign our authorization/ acknowledgement form or if you revoke it, as a general rule (subject to exceptions described below under “Healthcare Treatment, Payment and Operations Rule” and “Special Rules”), we cannot in any manner use or disclose to anyone (excluding you, but including payers and Business Associates) your PHI or any other information in your medical record. By law, we are unable to submit claims to payers under assignment of benefits without your signature on our authorization/ acknowledgement form. You will however be able to restrict disclosures to your insurance carrier for services for which you wish to pay “out of pocket” under the new Omnibus Rule. We will not condition treatment on you signing an authorization / acknowledgement, but we may be forced to decline you as a new patient or discontinue you as an active patient if you choose not to sign the authorization/ acknowledgement or revoke it.

### **Healthcare Treatment, Payment and Operations Rule**

With your signed consent, we may use or disclose your PHI in order:

- To provide you with or coordinate healthcare treatment and services. For example, we may review your health history form to form a diagnosis and treatment plan, consult with other doctors about your care, delegate tasks to ancillary staff, call in prescriptions to your pharmacy, disclose needed information to your family or others so they may assist you with home care, arrange appointments with other healthcare providers, schedule lab work for you, etc.
- To bill or collect payment from you, an insurance company, a managed-care organization, a health benefits plan or another third party. For example, we may need to verify your insurance coverage, submit your PHI on claim forms in order to get reimbursed for our services, obtain pre-treatment estimates or prior authorizations from your health plan or provide your x-rays because your health plan requires them for payment; Remember, you will be able to restrict disclosures to your insurance carrier for services for which you wish to pay “out of pocket” under this new Omnibus Rule.
- To run our office, assess the quality of care our patients receive and provide you with customer service. For example, to improve efficiency and reduce costs associated with missed appointments, we may contact you by telephone, mail or otherwise remind you of scheduled appointments, we may leave messages with whomever answers your telephone or email to contact us (but we will not give out detailed PHI), we may call you by name from the waiting room, we may ask you to put your name on a sign-in sheet, (we will cover your name just after checking you in), we may tell you about or recommend health-related products and complementary or alternative treatments that may interest you, we may review your PHI to evaluate our staff’s performance, or our Privacy Officer may review your records to assist you with complaints. If you prefer that we not contact you with appointment reminders or information about treatment alternatives or health-related products and services, please notify us in writing at our address listed above and we will not use or disclose your PHI for these purposes.
- New HIPAA Omnibus Rule does not require that we provide the above notice regarding Appointment Reminders, Treatment Information or Health Benefits, but we are including these as a courtesy so you understand our business practices with regards to your (PHI) protected health information.

Additionally you should be made aware of these protection laws on your behalf, under the new HIPAA Omnibus Rule:

- That **Health Insurance plans** that underwrite cannot use or disclose genetic information for underwriting purposes (this excludes certain long-term care plans). Health plans that post their NOPPs on their web sites must post these Omnibus Rule changes on their sites by the effective date of the Omnibus Rule, as well as notify you by US Mail by the Omnibus Rules effective date. Plans that do not post their NOPPs on their Web sites must provide you information about Omnibus Rule changes within 60 days of these federal revisions.
- **Psychotherapy Notes** maintained by a healthcare provider, must state in their NOPPs that they can allow "use and disclosure" of such notes only with your written authorization.

### **Special Rules**

Notwithstanding anything else contained in this Notice, only in accordance with applicable HIPAA Omnibus Rule, and under strictly limited circumstances, we may use or disclose your PHI without your permission, consent or authorization for the following purposes:

- When required under federal, state or local law
- When necessary in emergencies to prevent a serious threat to your health and safety or the health and safety of other persons
- When necessary for public health reasons (i.e. prevention or control of disease, injury or disability, reporting information such as adverse reactions to anesthesia, ineffective or dangerous medications or products, suspected abuse, neglect or exploitation of children, disabled adults or the elderly, or domestic violence)
- For federal or state government health-care oversight activities (i.e. civil rights laws, fraud and abuse investigations, audits, investigations, inspections, licensure or permitting, government programs, etc.)
- For judicial and administrative proceedings and law enforcement purposes (i.e. in response to a warrant, subpoena or court order, by providing PHI to coroners, medical examiners and funeral directors to locate missing persons, identify deceased persons or determine cause of death)
- For Worker's Compensation purposes (i.e. we may disclose your PHI if you have claimed health benefits for a work-related injury or illness)
- For intelligence, counterintelligence or other national security purposes (i.e. Veterans Affairs, U.S. military command, other government authorities or foreign military authorities may require us to release PHI about you)
- For organ and tissue donation (i.e. if you are an organ donor, we may release your PHI to organizations that handle organ, eye or tissue procurement, donation and transplantation)
- For research projects approved by an Institutional Review Board or a privacy board to ensure confidentiality (i.e. if the researcher will have access to your PHI because involved in your clinical care, we will ask you to sign an authorization)
- To create a collection of information that is "de-identified" (i.e. it does not personally identify you by name, distinguishing marks or otherwise and no longer can be connected to you)
- To family members, friends and others, but only if you are present and verbally give permission. We give you an opportunity to object and if you do not, we reasonably assume, based on our professional judgment and the surrounding circumstances, that you do not object (i.e. you bring someone with you into the operating room or exam room during treatment or into the conference area when we are discussing your PHI); we reasonably infer that it is in your best interest (i.e. to allow someone to pick up your

records because they knew you were our patient and you asked them in writing with your signature to do so); or it is an emergency situation involving you or another person (i.e. your minor child or ward) and, respectively, you cannot consent to your care because you are incapable of doing so or you cannot consent to the other person's care because, after a reasonable attempt, we have been unable to locate you. In these emergency situations we may, based on our professional judgment and the surrounding circumstances, determine that disclosure is in the best interests of you or the other person, in which case we will disclose PHI, but only as it pertains to the care being provided and we will notify you of the disclosure as soon as possible after the care is completed. **As per HIPAA law 164.512(j) (i)... (A) Is necessary to prevent or lessen a serious or imminent threat to the health and safety of a person or the public and (B) Is to person or persons reasonably able to prevent or lessen that threat.**

### **Minimum Necessary Rule**

Our staff will not use or access your PHI unless it is necessary to do their jobs (i.e. doctors uninvolved in your care will not access your PHI; ancillary clinical staff caring for you will not access your billing information; billing staff will not access your PHI except as needed to complete the claim form for the latest visit; janitorial staff will not access your PHI). All of our team members are trained in HIPAA Privacy rules and sign strict Confidentiality Contracts with regards to protecting and keeping private your PHI. So do our Business Associates and their Subcontractors. Know that your PHI is protected several layers deep with regards to our business relations. Also, we disclose to others outside our staff, only as much of your PHI as is necessary to accomplish the recipient's lawful purposes. Still in certain cases, we may use and disclose the entire contents of your medical record:

- To you (and your legal representatives as stated above) and anyone else you list on a Consent or Authorization to receive a copy of your records
- To healthcare providers for treatment purposes (i.e. making diagnosis and treatment decisions or agreeing with prior recommendations in the medical record)
- To the U.S. Department of Health and Human Services (i.e. in connection with a HIPAA complaint)
- To others as required under federal or state law
- To our privacy officer and others as necessary to resolve your complaint or accomplish your request under HIPAA (i.e. clerks who copy records need access to your entire medical record)

In accordance with HIPAA law, we presume that requests for disclosure of PHI from another Covered Entity (as defined in HIPAA) are for the minimum necessary amount of PHI to accomplish the requestor's purpose. Our Privacy Officer will individually review unusual or non-recurring requests for PHI to determine the minimum necessary amount of PHI and disclose only that. For non-routine requests or disclosures, our Privacy Officer will make a minimum necessary determination based on, but not limited to, the following factors:

- The amount of information being disclosed
- The number of individuals or entities to whom the information is being disclosed
- The importance of the use or disclosure
- The likelihood of further disclosure
- Whether the same result could be achieved with de-identified information
- The technology available to protect confidentiality of the information
- The cost to implement administrative, technical and security procedures to protect confidentiality



If we believe that a request from others for disclosure of your entire medical record is unnecessary, we will ask the requestor to document why this is needed, retain that documentation and make it available to you upon request.

### **Incidental Disclosure Rule**

We will take reasonable administrative, technical and security safeguards to ensure the privacy of your PHI when we use or disclose it (i.e. we shred all paper containing PHI, require employees to speak with privacy precautions when discussing PHI with you, we use computer passwords and change them periodically (i.e. when an employee leaves us), we use firewall and router protection to the federal standard, we back up our PHI data off-site and encrypted to federal standard, we do not allow unauthorized access to areas where PHI is stored or filed and/or we have any unsupervised business associates sign Business Associate Confidentiality Agreements).

However, in the event that there is a breach in protecting your PHI, we will follow Federal Guide Lines to HIPAA Omnibus Rule Standard to first evaluate the breach situation using the Omnibus Rule, 4-Factor Formula for Breach Assessment. Then we will document the situation, retain copies of the situation on file, and report all breaches (other than low probability as prescribed by the Omnibus Rule) to the US Department of Health and Human Services at:

<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brinstruction.html>

We will also make proper notification to you and any other parties of significance as required by HIPAA Law.

### **Business Associate Rule**

Business Associates are defined as: an entity, (non-employee) that in the course of their work will directly / indirectly use, transmit, view, transport, hear, interpret, process or offer PHI for this Facility.

Business Associates and other third parties (if any) that receive your PHI from us will be prohibited from re-disclosing it unless required to do so by law or you give prior express written consent to the re-disclosure. Nothing in our Business Associate agreement will allow our Business Associate to violate this re-disclosure prohibition. Under Omnibus Rule, Business Associates will sign a strict confidentiality agreement binding them to keep your PHI protected and report any compromise of such information to us, you and the United States Department of Health and Human Services, as well as other required entities. Our Business Associates will also follow Omnibus Rule and have any of their Subcontractors that may directly or indirectly have contact with your PHI, sign Confidentiality Agreements to Federal Omnibus Standard.

### **Super-confidential Information Rule**

If we have PHI about you regarding communicable diseases, disease testing, alcohol or substance abuse diagnosis and treatment, or psychotherapy and mental health records (super-confidential information under the law), we will not disclose it under the General or Healthcare Treatment, Payment and Operations Rules (see above) without your first signing and properly completing our Consent form (i.e. you specifically must initial the type of super-confidential information we are allowed to disclose). If you do not specifically authorize disclosure by initialing the super-confidential information, we will not disclose it unless authorized under the Special Rules (see above) (i.e. we are required by law to disclose it). If we disclose super-confidential information (either because you have initialed the consent form or the Special Rules authorizing us to do so), we will comply with state and federal law that requires us to warn the recipient in writing that re-disclosure is prohibited.

### **Changes to Privacy Policies Rule**

We reserve the right to change our privacy practices (by changing the terms of this Notice) at any time as authorized by law. The changes will be effective immediately upon us making them. They will apply to all PHI we create or receive in the future, as well as to all PHI created or received by us in the past (i.e. to PHI about you that we had before the changes took effect). If we make changes, we will post the changed Notice, along with its effective date, in our office and on our website. Also, upon request, you will be given a copy of our current Notice.

### **Authorization Rule**

We will not use or disclose your PHI for any purpose or to any person other than as stated in the rules above without your signature on our specifically worded, written Authorization / Acknowledgement Form (not a Consent or an Acknowledgement). If we need your Authorization, we must obtain it via a specific Authorization Form, which may be separate from any Authorization / Acknowledgement we may have obtained from you. We will not condition your treatment here on whether you sign the Authorization (or not).

### **Marketing and Fund Raising Rules**

#### **Limitations on the disclosure of PHI regarding Remuneration**

The disclosure or sale of your PHI without authorization is prohibited. Under the new HIPAA Omnibus Rule, this would exclude disclosures for public health purposes, for treatment / payment for healthcare, for the sale, transfer, merger, or consolidation of all or part of this facility and for related due diligence, to any of our Business Associates, in connection with the business associate's performance of activities for this facility, to a patient or beneficiary upon request, and as required by law. In addition, the disclosure of your PHI for research purposes or for any other purpose permitted by HIPAA will not be considered a prohibited disclosure if the only reimbursement received is "a reasonable, cost-based fee" to cover the cost to prepare and transmit your PHI which would be expressly permitted by law. Notably, under the Omnibus Rule, an authorization to disclose PHI must state that the disclosure will result in remuneration to the Covered Entity. Notwithstanding the changes in the Omnibus Rule, the disclosure of limited data sets (a form of PHI with a number of identifiers removed in accordance with specific HIPAA requirements) for remuneration pursuant to existing agreements is permissible until September 22, 2014, so long as the agreement is not modified within one year before that date.

#### **Limitation on the Use of PHI for Paid Marketing**

We will, in accordance with Federal and State Laws, obtain your written authorization to use or disclose your PHI for marketing purposes, (i.e.: to use your photo in ads) but not for activities that constitute treatment or healthcare operations. To clarify, **Marketing** is defined by HIPAA's Omnibus Rule, as "a communication about a product or service that encourages recipients . . . to purchase or use the product or service." Under the Omnibus Rule, we will obtain a written authorization from you prior to recommending you to an alternative therapist, or non-associated Healthcare Covered Entity.

Under Omnibus Rule we will obtain your written authorization prior to using your PHI or making any treatment or healthcare recommendations, should financial remuneration for making the communication be involved from a third party whose product or service we might promote (i.e.:

businesses offering this facility incentives to promote their products or services to you). This will also apply to our Business Associate who may receive such remuneration for making a treatment or healthcare recommendations to you. All such recommendations will be limited without your expressed written permission.

We must clarify to you that financial remuneration does not include "as in-kind payments" and payments for a purpose to implement a disease management program. Any promotional gifts of nominal value are not subject to the authorization requirement, and we will abide by the set terms of the law to accept or reject these.

The only exclusion to this would include: "refill reminders", so long as the remuneration for making such a communication is "reasonably related to our cost" for making such a communication. In accordance with law, this facility and our Business Associates will only ever seek reimbursement from you for permissible costs that include: labor, supplies, and postage. Please note that "generic equivalents" , "adherence to take medication as directed" and "self-administered drug or delivery system communications" are all considered to be "refill reminders."

Face-to-face marketing communications, such as sharing with you, a written product brochure or pamphlet, is permissible under current HIPAA Law.

#### **Flexibility on the Use of PHI for Fundraising**

Under the HIPAA Omnibus Rule use of PHI is more flexible and does not require your authorization should we choose to include you in any fund raising efforts attempted at this facility? However, we will offer the opportunity for you to "opt out" of receiving future fundraising communications. Simply let us know that you want to "opt out" of such situations. There will be a statement on your **HIPAA Patient Acknowledgement Form** where you can choose to "opt out". Our commitment to care and treat you will in no way effect your decision to participate or not participate in our fund raising efforts.

#### **Improvements to Requirements for Authorizations Related to Research**

Under HIPAA Omnibus Rule, we may seek authorizations from you for the use of your PHI for future research. However, we would have to make clear what those uses are in detail.

Also, if we request of you a compound authorization with regards to research, this facility would clarify that when a compound authorization is used, and research-related treatment is conditioned upon your authorization, the compound authorization will differentiate between the conditioned and unconditioned components.

#### **YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION**

If you got this Notice via email or website, you have the right to get, at any time, a paper copy by asking our Privacy Officer. Also, you have the following additional rights regarding PHI we maintain about you:

##### **To Inspect and Copy**

You have the right to see and get a copy of your PHI including, but not limited to, medical and billing records by submitting a written request to our Privacy Officer. Original records will not leave the premises, will be available for inspection only during our regular business hours, and only if our Privacy Officer is present at all times. You may ask us to give you the copies in a format other than photocopies (and we will do so unless we determine that it is impractical) or ask us to prepare a summary in lieu of the copies. We may charge you a fee not to exceed state law to recover our costs (including postage, supplies, and staff time as applicable, but excluding staff time for search and retrieval) to duplicate or summarize your PHI. We will not

condition release of the copies on summary of payment of your outstanding balance for professional services if you have one). We will comply with Federal Law to provide your PHI in an electronic format within the 30 days, to Federal specification, when you provide us with proper written request. Paper copy will also be made available. We will respond to requests in a timely manner, without delay for legal review, or, in less than thirty days if submitted in writing, and in ten business days or less if malpractice litigation or pre-suit production is involved. We may deny your request in certain limited circumstances (i.e. we do not have the PHI, it came from a confidential source, etc.). If we deny your request, you may ask for a review of that decision. If required by law, we will select a licensed health-care professional (other than the person who denied your request initially) to review the denial and we will follow his or her decision. If we select a licensed healthcare professional who is not affiliated with us, we will ensure a Business Associate Agreement is executed that prevents re-disclosure of your PHI without your consent by that outside professional.

### **To Request Amendment / Correction**

If another doctor involved in your care tells us in writing to change your PHI, we will do so as expeditiously as possible upon receipt of the changes and will send you written confirmation that we have made the changes. If you think PHI we have about you is incorrect, or that something important is missing from your records, you may ask us to amend or correct it (so long as we have it) by submitting a **"Request for Amendment / Correction"** form to our Privacy Officer. We will act on your request within 30 days from receipt but we may extend our response time (within the 30-day period) no more than once and by no more than 30 days, or as per Federal Law allowances, in which case we will notify you in writing why and when we will be able to respond. If we grant your request, we will let you know within five business days, make the changes by noting (not deleting) what is incorrect or incomplete and adding to it the changed language, and send the changes within 5 business days to persons you ask us to and persons we know may rely on incorrect or incomplete PHI to your detriment (or already have). We may deny your request under certain circumstances (i.e. it is not in writing, it does not give a reason why you want the change, we did not create the PHI you want changed (and the entity that did can be contacted), it was compiled for use in litigation, or we determine it is accurate and complete). If we deny your request, we will (in writing within 5 business days) tell you why and how to file a complaint with us if you disagree, that you may submit a written disagreement with our denial (and we may submit a written rebuttal and give you a copy of it), that you may ask us to disclose your initial request and our denial when we make future disclosure of PHI pertaining to your request, and that you may complain to us and the U.S. Department of Health and Human Services.

### **To an Accounting of Disclosures**

You may ask us for a list of those who got your PHI from us by submitting a **"Request for Accounting of Disclosures"** form to us. The list will not cover some disclosures (i.e. PHI given to you, given to your legal representative, given to others for treatment, payment or health-care-operations purposes). Your request must state in what form you want the list (i.e. paper or electronically) and the time period you want us to cover, which may be up to but not more than the last six years (excluding dates before April 14, 2003). If you ask us for this list more than once in a 12-month period, we may charge you a reasonable, cost-based fee to respond, in which case we will tell you the cost before we incur it and let you choose if you want to withdraw or modify your request to avoid the cost.

### **To Request Restrictions**

You may ask us to limit how your PHI is used and disclosed (i.e. in addition

in this Notice) by submitting a written “**Request for Restrictions on Use, Disclosure**” form to us (i.e. you may not want us to disclose your surgery to family members or friends involved in paying for our services or providing your home care). If we agree to these additional limitations, we will follow them except in an emergency where we will not have time to check for limitations. Also, in some circumstances we may be unable to grant your request (i.e. we are required by law to use or disclose your PHI in a manner that you want restricted, you signed an Authorization Form, which you may revoke, that allows us to use or disclose your PHI in the manner you want restricted; in an emergency).

### **To Request Alternative Communications**

You may ask us to communicate with you in a different way or at a different place by submitting a written “**Request for Alternative Communication**” Form to us. We will not ask you why and we will accommodate all reasonable requests (which may include: to send appointment reminders in closed envelopes rather than by postcards, to send your PHI to a post office box instead of your home address, to communicate with you at a telephone number other than your home number). You must tell us the alternative means or location you want us to use and explain to our satisfaction how payment to us will be made if we communicate with you as you request.

### **To Complain or Get More Information**

We will follow our rules as set forth in this Notice. If you want more information or if you believe your privacy rights have been violated (i.e. you disagree with a decision of ours about inspection / copying, amendment / correction, accounting of disclosures, restrictions or alternative communications), we want to make it right. We never will penalize you for filing a complaint. To do so, please file a formal, written complaint within 180 days with:

The U.S. Department of Health & Human Services  
Office of Civil Rights  
200 Independence Ave., S.W.  
Washington, DC 20201  
877.696.6775

Or, submit a written Complaint form to us at the following address:

*Attn: Privacy Officer  
Dameron, Archibald & Associates, PLLC  
910 Littlepage Street  
Fredericksburg, VA 22401  
**Tel:** 540-373-5642  
**Fax:** 540-373-5706  
**Email:** [info@freddentalcenter.com](mailto:info@freddentalcenter.com)*

You may get your “**HIPAA Complaint**” form by calling our privacy officer.

These privacy practices are in accordance with the original HIPAA enforcement effective April 14, 2003, and undated to Omnibus Rule effective March 26, 2013 and will remain in effect until we replace them as specified by Federal and/or State Law.

## **OPTIONAL RULES FOR NOPP**

### **Faxing and Emailing Rule**

When you request us to fax or email your PHI as an alternative communication, we may agree to do so, but only after having our Privacy Officer or treating doctor review that request. For this communication, our Privacy Officer will confirm that the fax number or email address is correct before sending the message and ensure that the intended recipient has sole access to the fax machine or computer before sending the message; confirm receipt, locate our fax machine or computer in a secure location so unauthorized access and viewing is prevented; use a fax cover sheet so the PHI is not the first page to print out (because unauthorized persons may view the top page); and attach an appropriate notice to the message. Our emails are all encrypted per Federal Standard for your protection.

### **Practice Transition Rule**

If we sell our practice, our patient records (including but not limited to your PHI) may be disclosed and physical custody may be transferred to the purchasing healthcare provider, but only in accordance with the law. The healthcare provider who is the new records owner will be solely responsible for ensuring privacy of your PHI after the transfer and you agree that we will have no responsibility for (or duty associated with) transferred records. If all the owners of our practice die, our patient records (including but not limited to your PHI) must be transferred to another healthcare provider within 90 days to comply with State & Federal Laws. Before we transfer records in either of these two situations, our Privacy Officer will obtain a Business Associate Agreement from the purchaser and review your PHI for super-confidential information (i.e. communicable disease records), which will not be transferred without your express written authorization (indicated by your initials on our Consent form).

### **Inactive Patient Records**

We will retain your records for seven years from your last treatment or examination, at which point you will become an inactive patient in our practice and we may destroy your records at that time (but records of inactive minor patients will not be destroyed before the child's eighteenth birthday). We will do so only in accordance with the law (i.e. in a confidential manner, with a Business Associate Agreement prohibiting re-disclosure if necessary).

### **Collections**

If we use or disclose your PHI for collections purposes, we will do so only in accordance with the law.