

**Weninger Dentistry, P.L.L.C.  
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Tampa, FL 33607  
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# **NOTICE OF PRIVACY PRACTICES HIPAA**

## **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. Our doctors, clinical team, Business Associates (outside contractors we hire), employees, and other office personnel follow the policies and procedures set forth in this notice. If your regular doctor is unavailable to assist you (e.g. illness on-call coverage, vacation, etc.), we may provide you with the name of another health care provider outside our practice for you to consult with by telephone. 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.

This notice takes effect October 20, 2010, 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 our Privacy Officer.

## **Uses and Disclosures of Health Information**

Our team will not use or access your protected health information (PHI) unless it is necessary to do their jobs. Also, we disclose to others outside our team members only as much your protected health information as is necessary to accomplish the recipient's lawful purposes.

You will be asked to sign a consent form authorizing us to use and disclose personal health information only for the following purposes, as defined under the Health Insurance Portability and Accountability Act (HIPAA) of 1996:

- Treatment means the provision, coordination, or management of health care and related services by one or more health-care providers, including the coordination or management of health care by a health-care provider with a third party; consultation between health-care providers relating to a patient; or the referral of a patient for health care from one health-care provider to another. We may call prescriptions in to your pharmacy and/or disclose needed information to your family or others so that they may assist you with home care
- Payment means obtaining reimbursement for the provision of health care; determination of eligibility of coverage; billing; claims management; collection activities; justification of charges; and disclosure to consumer reporting agencies. An example of this would be submitting your bill for health-care services to your insurance company.

- Health Care Operations are any activity related to covered functions in which we participate in the function of our office, such as conducting quality assessment activities; protocol development; case management and care coordination; auditing function; business management and general administrative activities, including implementation of this regulation; customer service evaluations, resolution of grievances; fundraising; and marketing for which an authorization is not required. To improve efficiency and reduce costs associated with missed appointments, we may contact you by telephone mail, or e-mail or otherwise remind you of scheduled appointments, we may leave messages with whomever answers your telephone (but we will not give out detailed protected health information).

We may, without prior consent use or disclose your personal health information to carry out treatment, payment, or health care operations:

- To family members, friends, and others, but only if you give written permission; we give you an opportunity to object and you do not; we reasonably assume, based on our professional judgment and the surrounding circumstances, that you do not object (e.g., you bring someone with you into the operatory or exam room during treatment or into the conference areas when we are discussing your protected health information); we reasonably infer that it is in your best interest (e.g., 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).
- In an emergency treatment situation, if we attempt to obtain such consent as soon as reasonably practical after the delivery of emergency treatment. If we required by law to treat you and attempts to obtain consent are unsuccessful, or if we attempt to obtain consent but are unable, due to barriers of communication but we determine in our professional opinion that treatment is clearly necessary and consent is inferred from circumstances
- When necessary for public health reasons (e.g., prevention or control of disease, reporting information such as adverse reactions to anesthesia, suspected abuse or domestic violence).
- For judicial and administrative proceedings and law enforcement purposes.
- Provided that you are informed in advance of the use and disclosure and have the opportunity to agree to or prohibit or restrict the use or disclosure.

All other uses and disclosures will be made only upon securing a written authorization form signed by you. You have the right to revoke this authorization, at any time, upon written notice and we will abide by that request. However, exception would be any actions already taken, relying on your authorization, prior to the revocation notice.

### **Patient Rights**

Under HIPAA, you have the following rights with respect to your protected health information:

- You have the right to request restrictions on certain uses and disclosures of protected health information, including restrictions placed upon disclosure to family members, close personal friends, or any other person you may identify. We are, however not required to agree with a requested restriction;
- 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 practically do so. (You must make your request in writing to obtain access to your healthcare information. You may obtain a form to request access by contacting our Privacy Officer.) If you request copies, we may charge you a fee not to exceed Florida law to recover our costs (including postage, supplies and team member's time as applicable, but excluding team member's time for search and retrieval). If you request an alternative format, we will charge you a cost-based fee for providing your health information in that format. If you prefer, we will prepare a summary or explanation of your health information for a fee.
- 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.)
- 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 have the right to request that we communicate with you in a different way or at a different place by submitting a written request. (You may obtain a form for alternative communication by contacting our Privacy Officer. You must tell us the alternative means or location you want us to use and explain to our satisfaction how payments to us will be made if we communicate with you as you request.
- 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, or health care operations. This list will include all instances for the last six years, but not before October 20, 2010. If you request this accounting more than once in a twelve-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests.

If you receive this Notice on our website or by electronic mail (E-mail), you are entitled to receive this Notice in written form.

#### **Incidental Disclosure**

We will take reasonable administrative, technical, and security safeguards to ensure the privacy of your PHI when we use or disclose it (e.g., we require employees to talk softly when discussing PHI with you, we use computer passwords and change them periodically, we allow access to areas where PHI is stored or filed only when we are present to supervise and prevent unauthorized access).

#### **Business Associates**

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.

#### **Practice Transition**

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 doctor, but only in accordance with the law. The doctor 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 doctor within ninety days to comply with Florida Board of Dentistry rules. Before we transfer records in either of these two situations our Privacy Officer will obtain a Business Associate agreement from the purchaser.

#### **Questions and Complaints**

If you want more information about our privacy practices or have questions or concerns, please contact Dr. Scott Weninger. 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 by contacting our Point of Contact, Dr. Scott Weninger. You may also 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.