

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE REVIEW IT CAREFULLY.

This Notice describes how the office of Daryl M. Lechner DDS may use and disclose health information to perform treatment, payment, and health care operation and for other purposes that are permitted or required by law. We are required by the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and by state regulations to maintain the privacy of your health information and to provide you with notice of our legal duties and privacy practices with respect to your health information.

We are required to abide by the terms of this Notice for as long as it remains in effect. We reserve the right to change the terms of this Notice as permitted by law and to make a new Notice effective for all health information maintained, created, or received by us, including health information which was received by us before the effective date of the new Notice. If we do revise this Notice, you will be notified and copies will be available upon request.

This Notice will take effect April 14, 2003. You may request a copy of this Notice at any time by contacting us. Information on how to reach us can be found at the end of this Notice.

DEFINITIONS

Health Information about an individual that is created or received by us which identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual, and that relates to:

- 1) the past, present, or future physical or mental health or condition of the individual; or
- 2) the provision of health care to the individual; or
- 3) the past, present, or future payment for the provision of health care to the individual

USES AND DISCLOSURES OF HEALTH INFORMATION WITH YOUR WRITTEN AUTHORIZATION

Except as described in the next section of this Notice, we will not use or disclose your health information for any purposes unless you have signed a form authorizing the use or disclosure. You have the right to revoke that authorization in writing at any time. However, any action we have already taken in reliance on the authorization cannot be changed.

USES AND DISCLOSURES OF HEALTH INFORMATION WITHOUT YOUR WRITTEN AUTHORIZATION

We will keep your health information confidential, using it only for the following purposes:

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For Treatment: We may use and disclose your health information in order to provide you with our professional services. For example, we may consult with your primary care MD about past or future dental procedures, such as periodontal treatment, extractions, or tooth restorations, that impact the treatment you receive in office. We have established standards that limit any health information disclosed to the minimum amount necessary to achieve the purpose of the disclosure.

For Payment: We may use and disclose your health information to seek payment for services we provide to you. For example, we may use information regarding your medical procedures and treatment to process insurance claims. These disclosures may also include insurance organizations or other businesses that may become involved in the process of mailing statements and/or collecting unpaid balances.

For Healthcare Operations: We may use and disclose your health information as necessary for our health care operations. Health care operations include a wide range of business activities, examples of which are business management, accreditation and licensing, management reviews, and sale to or merger with another place.

For Individuals Involved in Your Care: In certain limited circumstances, we may disclose your health information to a family member, other relative, close personal friend, or any other person you may identify as responsible for your care. These disclosures would be made to notify or assist in the notification of a family member or person responsible for your care in case of any emergency and to notify them of your location, general condition, or death. In these circumstances, we would only disclose that health information which is directly relevant to that person's involvement with your care or payment for your care. If at all possible, we will provide you with an opportunity to object to this use or disclosure. Under emergency conditions or if you are incapacitated we will use our professional judgment to disclose only that information directly relevant to your care. We will also use our professional judgment to make reasonable inferences of your best interest by allowing someone to pick up prescriptions, x-rays, or other similar forms of health information and/or supplies unless you have advised us otherwise. Health information about you may be disclosed to your family, friends, and/or other persons you **choose** to in your care, only if you agree that we may do so.

As Required by Law: We may use or disclose your health information when we required to do so by law. For example, we will use and disclose your health information to satisfy court or administrative orders, subpoenas, discovery requests, or lawful investigations; when requested by national security, intelligence and other State and Federal officials; and when required by prison or law enforcement officers if you are an inmate or otherwise under the custody of law enforcement.

Abuse or Neglect: We may disclose your health information to appropriate authorities if we reasonably believe that you are a possible victim of other crimes. This information will be disclosed only to the extent necessary to prevent a serious threat to your health or safety or that of others.

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Public Health Responsibilities: We will disclose your health care information to report problems with products, reactions to medications, product recalls, disease/infection exposure and to prevent and control disease, injury and/or disability.

Marketing Health-Related Services: We will not use your health information for marketing purposes unless we have your written authorization to do so.

National Security: The health information of Armed Forces personnel may be disclosed to military authorities under certain circumstances. If the information is required for lawful intelligence, counterintelligence, or other national security activities, we may disclose it to authorized federal officials.

Appointment Reminders: We may use or disclose your health information to provide you with appointment reminders, including, but not limited to, voicemail messages, postcards, or letters.

YOUR INDIVIDUAL PRIVACY RIGHTS AS OUR PATIENT

Confidential Communications: You have the right to request to receive communications regarding your health information from us by alternative means or at alternate locations. For instance, you may ask that messages not be left on voice mail or that correspondence not be sent to a particular address. We are required to accommodate your request if you inform us that disclosure of all or part of your information could place you in danger. You may request such confidential communication in writing and may send your request to the contact identified at the end of this Notice.

Access to Inspect and Copy Your Health Information: Upon written request, you have the right to inspect and get copies of your health information (and that of an individual for whom you are a legal guardian.) We may deny your request for access for certain specified reasons which will be made available in writing at the time of the denied request. If you wish to examine your health information, you will need to complete and submit an appropriate request form. Contact our office for a copy of the Request Form. You may request access by sending us a letter to the address at the end of this Notice. Once approved, an appointment can be made to review your records. Copies, if requested, will be \$1.00 for each page and \$20.00 for each duplicated x-ray. Duplicate study models, if required, will be made at a cost of \$50.00 per single arch model, payable in advance. A fee of \$20.00 per hour or per portion of an hour may also be assessed for staff time required to locate and to copy your health information. If you want the copies mailed to you, postage will also be charged. If you prefer a summary or an explanation of your health information, we will provide it for a fee. Please contact our office for fee information and/or for an explanation of our fee structure.

Amendment of Health Information: You have the right to amend your healthcare information, if you feel it is inaccurate or incomplete. Your request must be in writing and must include an explanation of why the information should be amended. You may obtain an amendment request form by contacting us by mail or by telephone at the contact list at the end of this Notice. We are not obligated to make

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all requested amendments but will give each request careful consideration. If we deny the request, you may file a written statement of disagreement.

Accounting of Disclosures of your Health Information: You have the right to receive an accounting of certain disclosures made by us of your health information disclosed on or after April 14, 2003. Requests must be made in writing and signed by you or your representative. Examples of disclosures that we are required to account for include those for research purposes or to our business associates. We are not required to give an accounting of disclosures made to carry out our treatment, payment, or health care operations, or those made with your authorization. You may request an accounting for all disclosures made up to six weeks prior to your request. Disclosures made prior to April 14, 2003 do not have to be made available.

Restrictions: You have the right to request that we place additional restrictions on our use and disclosure of your health information. Your request must be submitted in writing to the contact identified at the end of this Notice and must describe in detail the restriction you are requesting. We are not required to agree to your restriction request but will consider and attempt to accommodate your request. We retain the right to terminate an agreed to restriction. In the event of a termination by us, we will notify you of such termination and will be effective only for health information we receive after we have notified you of the termination. You also have the right to terminate, orally or in writing, any agreed to restrictions by contacting us using the Contact Information printed at the end of this Notice.

QUESTIONS AND COMPLAINTS

You have the right to file a complaint with us if you feel we have not complied with our Privacy Policies. Your complaint should be directed to our office. If you feel we may have violated your privacy rights, or if you disagree with a decision we made regarding your access to your health information, you can complain to us in writing. Complaint forms are available from our office. Please contact us at the address below. We support your right to the privacy of your information and 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.

HOW TO CONTACT US

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