

Richard W. Miller II D.M.D. P.C.,
H.I.P.A.A. and Financial Policies Statement

THIS NOTICE DESCRIBES HOW YOUR HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN ACCESS THIS INFORMATION, AND THE FINANCIAL POLICIES OF THE OFFICE- COPIES AVAILABLE FROM THE RECEPTIONIST.

OUR LEGAL DUTY

Richard W. Miller II D.M.D. P.C., (and staff) is required by law to maintain the privacy of your health information. The office is also required to give you this notice about our privacy practices, our legal duties, and your rights concerning your health information. This office must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect April 14, 2003 and will remain in effect until replaced.

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

USES AND DISCLOSURES OF HEALTH INFORMATION

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

Treatment: We may use of and disclose your health information to a physician, pharmacist, or any other healthcare provider providing treatment to you.

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

Healthcare Operations: We may use of and disclose health information in connection with our healthcare operations. Healthcare operations include quality assessment and improvement activities, reviewing the competence or qualifications of healthcare professions, 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 written permission to use your information or disclose it 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 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 patients 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.

Person Involved in Care: We may use or disclose of your health information to notify, or assist in the notification of (including identifying or locating) a family member, your personal representative or another to use or disclosure of your health information, we will provide you with opportunity to object to such uses or disclosures, In the event of your incapacity or emergency circumstances, we will disclose health information that is directly relevant to the person's involvement in your healthcare. We will also use our professional judgement 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.

Community Outreach: We may contact you to provide you with information about our sponsored activities, including fundraising programs, as permitted by applicable law. If you do not wish to receive such information from us, you may opt out of receiving the communications. Other Uses and Disclosures of your health information: Your authorization is required, with a few exceptions, for disclosure of psychotherapy notes, use or disclosure of your health information for marketing, and for the sale of PHI. We will also obtain your written authorization before using or disclosing your health information for purposes other than those provided for in this Notice (or as otherwise permitted or required by law). You may revoke an authorization in writing at any time. Upon receipt of the written revocation, we will stop using or disclosing your health information, except to the extent that we have already taken action in reliance on the authorization.

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

Abuse or Neglect: We may use or disclose your health information to appropriate authorities if we reasonably believe 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.

Judicial and Administrative Proceedings: If you are involved in a lawsuit or a dispute, we may disclose your health information in response to a court or administrative order. We may also disclose health information about you in response to a subpoena, discovery request, or other lawful process instituted by someone else involved in the dispute, but only if efforts have been made, either by the requesting party or us, to tell you about the request or to obtain an order protecting the information requested. Research. We may disclose your health information to researchers when their research has been approved by an institutional review board or privacy board that has reviewed the research proposal and established protocols to ensure the privacy of your information. Coroners, Medical Examiners, and Funeral Directors. We may release

your health information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also disclose your health information to funeral directors consistent with applicable law to enable them to carry out their duties.

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 institutions or law enforcement officials having lawful custody of protected health information of inmate or patient under certain circumstances.

Appointment Reminders: We may use or disclose of your health information to provide you with appointment reminders (such as voicemail messages, postcards, or letters) This reminder may also include references to any medications needed prior to treatment.

PATIENT RIGHTS

Access: You have the right to look at or get copies of your health information. You must make a request in writing to obtain access to your health information. We may charge you a reasonable fee for expenses such as copies and staff time. This fee is 50% of the cost of records at the time of request.

Restrictions: You have the right to request that we place additional restrictions on our use of or disclose 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).

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).

Amendment: You have a 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.

QUESTIONS AND COMPLAINTS

If you would like more information about our privacy practices or have any questions or concerns, please contact us. We support your right to the privacy of health information.

FINANCIAL POLICIES

Richard W. Miller II D.M.D. P.C., expressly holds the responsible party(ies) directly liable for all charges of work or services provided. Payment for any and all work or services is due at the time of service unless there is a financial contract in place. Initial costs such as records are due the day of service, since insurance companies request records and treatment be billed as a single event after the start of treatment. After the start of treatment all procedures will be billed and insurance payment put to treatment. Contracts are limited to those directly outlined in the terms of the contract. If outside laboratory fabrication is needed, payment is due when ordered, not at delivery. Dr. Miller's office is not responsible for cost of fabrication for appliances made but unusable due to lack of delivery in a timely manner due to the patient. Parent / Patient is responsible for items ordered by patient in absence of the parent at the appointment. In the event of divorce it is the obligation of the two responsible parties to make certain their payments are received on time. Both parents will be held fully liable for the entire balance of treatment, independent of divorce decree or otherwise. All balances are subject to late charges after 30 days past due. Current late charges are \$20.00 per month until completely resolved. Charges may also be assessed for excessive breakage or missed appointments at the sole discretion of the practice, currently charged at a rate of \$45.00. The practice reserves the right to change these fees at any time, and hold all patients accountable for the fee change after the date of the change. Treatment will be stopped on patients with a balance of more than 90 days past due. All patients with balances past 180 days will be terminated from the practice and sent to our attorney's office for collections. If collections become necessary we will use the offices of Kalil & LaCount, and the responsible party(ies) are fully liable for all costs of collections including but not limited to court costs and attorney fees.

The responsible party(ies) are liable for all charges regardless of insurance coverage. Richard W. Miller II D.M.D. P.C., will bill insurance companies solely as a convenience to our patients. This does not indicate a contract with the insurance company guaranteeing payment. If the insurance company declines or stops payment the entire balance becomes the sole burden of the responsible party(ies) and is due according to the payment schedule for the insurance company. In the event of dispute in insurance coverage it is the sole responsibility of the R.P. (s) to resolve the situation and maintain the correct payment schedule for both the patient and insurance portions. The R.P.(s) is responsible for notification of loss or change in insurance coverage. Richard W. Miller II D.M.D. P.C. Will not accept insurance information for payment on past due balances; in this event it is the sole responsibility of the insured to secure payment from the insurance carrier after payment to the office. Any late charges that may accrue from lack of timely payment by the insurance company are the responsibility of the R.P.(s). In the event that two patients share R.P.(s) and one account becomes delinquent both patients will be suspended from treatment until the accounts are rectified, and possibly paid in full, to be determined by the office. These financial policies are enacted October 1, 2007.

Contact Officer:

Dr. Richard W. Miller II D.M.D. P.C.,

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