**IAU DENTAL, LLC.**

**HIPAA NOTICE OF PRIVACY PRACTICES**

**IAU Dental • 7643 Jolly Lane • Brooklyn Park, MN 55428 • (763) 762-7927**

**THIS NOTICE TAKES EFFECT JANUARY 1st, 2018 & WILL REMAIN EFFECTIVE UNTIL WE REPLACE IT**

**PURPOSE:** During your treatment at IAU Dental, our dentist(s), dental hygienist(s), dental assistant(s) and office staff employees may gather information about your medical history and your current health.

This notice explains how IAU Dental may use or share your health information with others. It also explains your privacy rights and information on how you can obtain access to a copy of your Health Information and Records. Please read carefully.

**OUR LEGAL DUTIES:** 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 to inform you of your rights concerning your health information. We must follow the privacy practices that are described in this Notice while it is in effect. We must also notify you in the event that there is a data breach of any unsecured protected health information about you.

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 updated 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 change to our privacy practices, we will change this notice and make the new notice available upon request.

You may request additional copies of our “HIPAA” compliant notice of privacy practices, “IAU Dental LLC HIPAA Notice of Privacy Practices” at any time. You may make your request in person at our office or by writing a written request to: **Privacy Officer, 7643 Jolly Lane, Brooklyn Park, MN 55428.**

**HOW IAU DENTAL USES AND DISCLOSES HEALTH INFORMATION ABOUT YOU**

**TREATMENT:** Toprovide, coordinate, and manage your dental care and treatment. For example, an IAU Dental dentist may share your medical information with another dentist for a consultation or a referral.

**PAYMENT:** For treatment and services you received from us, to bill you your insurance company, to collect payment from you, and/or your insurance company, or to another third party such as a collection agency. We may need to give your dental plan information about treatment you received at IAU Dental, so your dental plan will pay our clinic for your treatment, to discuss your dental plan and treatment plan with your insurance company, to receive, obtain prior authorization or to determine whether or not your plan will cover such treatment. We may disclose personal information about you for purposes of an independent review of a denial of a claim based on lack of medical necessity.

**HEALTH CARE OPERATIONS:** To ensure that as a patient you receive quality care. For example, we may use medical information to review our treatment and services, to evaluate the performance of our staff and dentists caring for you.

**APPOINTMENT REMINDERS & OTHER HEALTH CARE SERVICES:** To send you reminders about future appointments, about current medication or dental services. In the event we receive financial remuneration in exchange for making such communication with you; we will obtain your written authorization. We are not required to obtain your written authorization for face-to-face communications.

**PEOPLE ASSISTING IN YOUR CARE:** IAU Dental will only disclose medical information to the authorized persons under the disclosure form. If you are unable to make your own health care decisions, IAU Dental will ask for your permission before using your medical information for these purposes. IAU Dental will only disclose relevant medical information to family members or to a party or person who is responsible for you, if authorized to do so.

**IN AN EMERGENCY & AS REQUIRED BY LAW:** We will disclose medical information about you when we are required to do so by federal, state, or local law.

**TO ADVERT A SERIOUS THREAT TO HEALTH OR SAFETY:** We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety, the health and safety of the public, or another person. Any disclosure must be only to someone able to prevent the threat.

**NATIONAL SECURITY:** We may disclose to military authorities the health information of Armed Forces personnel under certain circumstances. We may disclose to authorized federal official’s 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.

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**HIPAA NOTICE OF PRIVACY PRACTICES ( PAGE 2)**

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**YOUR RIGHTS AS A PATIENT**

You have the right to:

**ACCESS**: 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.

* 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.
* We will charge you a reasonable cost-based fee for expenses such as copies, staff time, and fees to cover postage and handling expenses. (Postage & Handling fees apply only if you ask us to mail you copies).
* If you request copies, your first copy will be free, additional copies after your first request will be subject to a copy fee of $10.00 per copy.
* If you request an alternative format, we will charge a cost-based fee for providing your health information in that format. If you prefer, we will prepare a summary or an explanation of your health information for a separate fee.

**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.

**ALTERNATIVE COMMUNICATION:** You have the right to request that we communicate with you about your health information by alternative means or to alternative locations. For example: You may request that we only communicate with you about your health/dental information to you by calling you on your mobile number instead of calling you at your place of employment.

**RIGHT TO REQUEST AMENDMENT**: You have the right to request that we amend your health information. You must submit a written request that is signed and dated. Your request must explain why your health information should be amended.

**RIGHT TO A WRITTEN NOTICE:** You are entitled to receive this notice in written form.

**QUESTIONS AND COMPLAINTS:**

If you want more information about our privacy practices or if you believe we may have violated the privacy of your protected health information (HIPAA), you may write to us with your complaint using the contact information listed at the end of this notice.

You have the right to file a written complaint to the U.S. Department of Health and Human Services. We support your right to the privacy of your protected health information and we will not retaliate in any way if you file a complaint with the Department of Health and Human Services against us.

**PRIVACY OFFICER**

Should you wish to contact the Privacy Officer, you may do so at the address and phone number below.

Privacy Officer
7643 Jolly Lane
Brooklyn Park, MN 55428

Telephone: (763) 762-7927

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This Form is educational only, does not constitute legal advice, and covers only federal, not state, law (August 14, 2002).

**FINANCIAL, TREATMENT, GENERAL OFFICE AND SAFETY POLICY**

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## **IAU DENTAL REQUIRES YOU TO READ, REVIEW, ACCEPT SIGN & DATE OUR FINANCIAL, TREATMENT, GENERAL OFFICE & SAFETY POLICIES BEFORE WE PROVIDE TREATMENT TO YOU. PLEASE READ CAREFULLY.**

At IAU Dental, we are committed to providing you with the best possible care. To achieve these goals, we need your aid, cooperation and your understanding of our financial and treatment policies If you have any questions or concerns please reach out to one of our representatives for further assistance.

**WE ACCEPT MOST PRIVATE AND STATE INSURANCES (Medicaid, MinnesotaCare, Medical Assistance)**

**Accepted Form of Payments**

* For your convenience we accept the following payment methods: Cash, Check, MasterCard, Visa and American Express.
	+ Returned checks may be subject to a return & processing fee. (At the discretion of IAU Dental – will be charged at the maximum rate or amount allowed in the State of Minnesota). IAU Dental reserves the right to refuse check payments if IAU Dental has good reasons to believe that payment will not be honored.
* We also accept Health Savings Account(s) Payments
* Special Financing is available in house at our office

**IF YOU HAVE INSURANCE:**

1. Payment is due at the time services are rendered unless payment arrangements have been discussed, made, and approved in advance by, Dr**. Boyee Barwu / IAU Dental**.
2. We will gladly discuss your proposed treatment and answer any questions related to your insurance. You must realize, however, that:
	* Your dental benefits are under a contract between you, your employer, and the insurance company. We are not a party to that contract. Any complaints or questions regarding coverage or eligibility about your benefits should be directed toward your benefits administrator or insurance company.
3. We ask that you pay the deductible, co-payment, and co-insurance, which is the estimated amount not covered by your insurance company by cash, check, MasterCard, Visa, American Express, or with your Care Credit at the time that we provide service to you.
4. For those that have primary and a secondary insurance claim cannot be sent until the Primary insurance claim is paid.
5. We will provide an insurance estimate to you; however, it is not a guarantee that your insurance will pay exactly as estimated. Insurance coverage is subject to limitations, exclusions, waiting periods, frequency, age restrictions, deductibles and maximums which are your responsibility.
6. Our fees may not be fully covered by the maximum allowance determined by your insurance company. While our fees are standard for this area, they may not be the same as your insurance company's arbitrary determination of what is a usual and customary fee.
7. Some insurance companies arbitrarily select certain services they will not cover. Your employer accepts these exclusions to help keep the cost of insurance down. You are responsible for knowing what is covered and what is excluded from your dental plan.
8. IAU Dental **will not** enter a dispute with your insurance company over any claims.
* Your insurance company and your plan benefit(s) ultimately determine the amount paid. Your estimated insurance benefit may differ due to several reasons, specifically related to your plan.
1. In the event, you’ve already paid in full for services or treatments rendered to you - and your insurance company later sends us the payment(s) for the insurance claims that we submitted for those treatments or services, we will make a “credit” adjustment and apply it to your IAU Dental Patient Account. \*IAU Dental does not issue check or cash reimbursements to patients directly. Instead IAU Dental will use this credit to apply to any outstanding balance that you may have with us. Once applied, the amount that is left over from the (credit – outstanding balance) will then be applied as a “credit adjustment” on your account. This is a balance that will remain on your account indefinitely, regardless if you choose to remain a patient of IAU Dental or not. (If you should choose to transfer your care to a different provider, we suggest using the rest of the balance towards dental service/treatments before transferring your services to a different provider)
2. Should your insurance company deny your claims, you are responsible for the balance on your account and those accounts in which you are the “responsible party.” If IAU Dental should refer your account to an attorney or collection agency, you will be responsible for all filing, attorney, court costs and fees. (Please note that if your account with IAU Dental is referred to a collections agency, your credit rating may be adversely affected.)

**We recognize that temporary financial problems may affect timely payment of your balance, we strongly encourage you to communicate any such problems to us so that we can help assist you in the management of your account.**

**FINANCIAL, TREATMENT, GENERAL OFFICE AND SAFETY POLICY (PAGE 2)**

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**CANCELLATIONS AND RESCHEDULING APPOINTMENTS**

 “**WE REQUIRE A** **24 HOUR NOTICE FOR ALL CANCELLATIONS & REQUESTS TO RE-SCHEDULE.”**

Our goal is to provide treatment promptly with as few visits as necessary to help you achieve your greatest smile and overall oral health. Our policy is simple – all we ask is that you give us a call to inform us when you must cancel or re-schedule an appointment. We understand that unforeseen circumstances may arise, which may result in canceling or missing your appointment, however, when we reserve time for you to see our Provider(s), we are reserving time just for you. When we are not notified properly of cancellations and re-schedule requests it hurts and negatively affects our entire business, therefore, we strongly encourage you to keep your appointment unless it is necessary.

* **Rescheduling:** Our Doctor’s time is highly requested, we ask that unless it is necessary to reschedule, please try to keep your appointment. We reserve at the minimum one month out in advance, it could be days or weeks may be weeks before we can get you in for a visit again. For your convenience we also provide documentation for you or your child to take home to your employer or your child’s administrative office.
* **Late Arrivals:** We reserve the right to reschedule your appointment if you are more than 15 minutes late.
* **Broken Appointments:** Multiple failed appointments, last minute or short notice cancellations, late arrivals to appointments, and no-call-no-shows are all forms of broken appointments. Excessive broken appointments or abuse of our policy may result in your ineligibility to reserve future appointments with us and or up to being dismissed from IAU Dental entirely.
* **Fees:** Please note that a charge may be assessed (at the discretion of Dr. Boyee Barwu / IAU Dental) for patients who abuse our policy.

**TREATMENT OF MINORS**

While we always welcome and are eager to provide dental care for minors – We are a practice and business that adheres to all local, state, and federal laws. Our policies are strictly enforced with the safety of your children in mind. We ask our patients to please understand and respect our policy.

* **All patients under 18 years of age must be accompanied by a parent, legal guardian or an authorized representative to complete the necessary paperwork and to give consent for treatment. Minors must be accompanied by an adult for the entire duration of treatment and**
* Unaccompanied minors who are dropped off or left at our office without an adult present for their non-emergency appointment(s) will not be able to receive treatment or services.

**SAFETY POLICY & CHILDREN**

* If you must bring along your minor child(ren) to your appointment, your child(ren) must be accompanied by and under the direct supervision of an adult for the entire duration of your appointment. Our staff work incredibly hard to create a safe and welcoming environment for you, your family, visitors, and the rest of our patients and their families – by keeping the lobby neat and clutter free to prevent falls or accidents. However, we simply do not offer childcare services; therefore, we will not accept any responsibility or be liable for any injuries or accidents that your child / children sustain as a result of not being supervised on our premises.

**As a courtesy to our patients and their privacy, our staff and providers:**

* Please plan ahead - if you have small children that you will be arranging childcare for, we ask that you arrange them prior to your appointment day so that you can get to your appointment on time.
* To allow our providers and staff to quickly and safely move between rooms, please keep traffic between the lobby, examination, & treatment hallway(s) to a minimal.

**RESTRICTED AREAS & UNAUTHORIZED PERSONS**

Unauthorized person(s) are not allowed to be in or around our restricted areas at any given time. We cannot allow children, or any others, whom are not IAU Dental Employees to wander off on our premises. IAU Dental is considered a “medical practice,” therefore; we must restrict these areas to protect our practice, the privacy of our patients and our employees. Only IAU Dental Employees and Authorized Person(s) can access these **restricted** perimeters.