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NOTICE OF PRIVACY PRACTICES

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Carl L. (office contact person)

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

We respect our legal obligation to keep health information that identifies you private. We are obligated by law to give you notice of our privacy practices. This Notice describes how we protect your health information and what rights you have regarding it.

TREATMENT, PAYMENT, AND HEALTH CARE OPERATIONS

The most common reason why we use or disclose your health information is for treatment, payment or health care operations. Examples of how we use or disclose information for treatment purposes are: setting up an appointment for you; examining your teeth; prescribing medications and faxing them to be filled; referring you to another doctor or clinic for other health care or services; or getting copies of your health information from another professional that you may have seen before us. Examples of how we use or disclose your health information for payment purposes are: asking you about your health or dental care plans, or other sources of payment; preparing and sending bills or claims; and collecting unpaid amounts (either ourselves or through a collection agency or attorney). "Health care operations" mean those administrative and managerial functions that we have to do in order to run our office. Examples of how we use or disclose your health information for health care operations are: financial or billing audits; internal quality assurance; personnel decisions; participation in managed care plans; defense of legal matters; business planning; and outside storage of our records.

We routinely use your health information inside our office for these purposes without any special permission. If we need to disclose your health information outside of our office for these reasons, we usually will not ask you for special written permission.

We will ask for special written permission in the following situations: any instance in our professional opinion we determine to be outside the scope of normal business operations.

USES AND DISCLOSURES FOR OTHER REASONS WITHOUT PERMISSION

In some limited situations, the law allows or requires us to use or disclose your health information without your permission. Not all of these situations will apply to us; some may never come up at our office at all. Such uses or disclosures are:

- when a state or federal law mandates that certain health information be reported for a specific purpose;
- for public health purposes, such as contagious disease reporting, investigation or surveillance; and notices to and from the federal Food and Drug Administration regarding drugs or medical devices;
- disclosures to governmental authorities about victims of suspected abuse, neglect or domestic violence;
- uses and disclosures for health oversight activities, such as for the licensing of doctors; for audits by Medicare or Medicaid; or for investigation of possible violations of health care laws;

- disclosures for judicial and administrative proceedings, such as in response to subpoenas or orders of courts or administrative agencies;
- disclosures for law enforcement purposes, such as to provide information about someone who is or is suspected to be a victim of a crime; to provide information about a crime at our office; or to report a crime that happened somewhere else;
- disclosure to a medical examiner to identify a dead person or to determine the cause of death; or to funeral directors to aid in burial; or to organizations that handle organ or tissue donations;
- uses or disclosures for health related research;
- uses and disclosures to prevent a serious threat to health or safety;
- uses or disclosures for specialized government functions, such as for the protection of the president or high ranking government officials; for lawful national intelligence activities; for military purposes; or for the evaluation and health of members of the foreign service;
- disclosures of de-identified information such as radiographs, photographs, and other pertinent clinical information;
- disclosures relating to worker's compensation programs;
- disclosures of a "limited data set" for research, public health, or health care operations;
- incidental disclosures that are an unavoidable by-product of permitted uses or disclosures;
- disclosures to "business associates" who perform health care operations for us and who commit to respect the privacy of your health information;
- any specific New Jersey State requirement

Unless you object, we will also share relevant information about your care with your family or friends who are helping you with your dental care.

APPOINTMENT REMINDERS

We may call or write to remind you of scheduled appointments, or that it is time to make a routine appointment. We may also call or write to notify you of other treatments or services available at our office that might help you. Unless you tell us otherwise, we will mail you an appointment reminder on a post card, and/or leave you a reminder message on your home answering machine or with someone who answers your phone if you are not home.

OTHER USES AND DISCLOSURES

We will not make any other uses or disclosures of your health information unless you sign a written "authorization form." The content of an "authorization form" is determined by federal law. Sometimes, we may initiate the authorization process if the use or disclosure is our idea. Sometimes, you may initiate the process if it's your idea for us to send your information to someone else. Typically, in this situation you will give us a properly completed authorization form, or you can use one of ours. If we initiate the process and ask you to sign an authorization form, you do not have to sign it. If you do not sign the authorization, we cannot make the use or disclosure. If you do sign one, you may revoke it at any time unless we have already acted in reliance upon it. Revocations must be in writing. Send them to the office contact person named at the beginning of this Notice.

YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION

The law gives you many rights regarding your health information. You can:

- ask us to restrict our uses and disclosures for purposes of treatment (except emergency treatment), payment or health care operations. We do not have to agree to do this, but if we agree, we must honor the restrictions that you want. To ask for a restriction, send a written request to the office contact person at the address, fax or E Mail shown at the beginning of this Notice.
- ask us to communicate with you in a confidential way, such as by phoning you at work rather than at home, by mailing health information to a different address, or by using E mail to your personal E Mail address. We will accommodate these requests if they are reasonable, and if you pay us for any extra cost. If you want to ask for confidential communications, send a written request to the office contact person at the address, fax or E mail shown at the beginning of this Notice.
- ask to see or to get photocopies of your health information. By law, there are a few limited situations in which we can refuse to permit access or copying. For the most part, however, you will be able to review or have a copy of your health information within 30 days of asking us (or

sixty days if the information is stored off-site). You may have to pay for photocopies in advance. If we deny your request, we will send you a written explanation, and instructions about how to get an impartial review of our denial if one is legally available. By law, we can have one 30 day extension of the time for us to give you access or photocopies if we send you a written notice of the extension. If you want to review or get photocopies of your health information, send a written request to the office contact person at the address, fax or E mail shown at the beginning of this Notice.

- ask us to amend your health information if you think that it is incorrect or incomplete. If we agree, we will amend the information within 60 days from when you ask us. We will send the corrected information to persons who we know got the wrong information, and others that you specify. If we do not agree, you can write a statement of your position, and we will include it with your health information along with any rebuttal statement that we may write. Once your statement of position and/or our rebuttal is included in your health information, we will send it along whenever we make a permitted disclosure of your health information. By law, we can have one 30 day extension of time to consider a request for amendment if we notify you in writing of the extension. If you want to ask us to amend your health information, send a written request, including your reasons for the amendment, to the office contact person at the address, fax or E mail shown at the beginning of this Notice.
- get a list of the disclosures that we have made of your health information within the past six years (or a shorter period if you want). By law, the list will not include: disclosures for purposes of treatment, payment or health care operations; disclosures with your authorization; incidental disclosures; disclosures required by law; and some other limited disclosures. You are entitled to one such list per year without charge. If you want more frequent lists, you will have to pay for them in advance. We will usually respond to your request within 60 days of receiving it, but by law we can have one 30 day extension of time if we notify you of the extension in writing. If you want a list, send a written request to the office contact person at the address, fax or E mail shown at the beginning of this Notice.
- get additional paper copies of this Notice of Privacy Practices upon request. It does not matter whether you got one electronically or in paper form already. If you want additional paper copies, send a written request to the office contact person at the address, fax or E mail shown at the beginning of this Notice.

OUR NOTICE OF PRIVACY PRACTICES

By law, we must abide by the terms of this Notice of Privacy Practices until we choose to change it. We reserve the right to change this notice at any time as allowed by law. If we change this Notice, the new privacy practices will apply to your health information that we already have as well as to such information that we may generate in the future. If we change our Notice of Privacy Practices, we will post the new notice in our office, have copies available in our office, and post it on our Web site.

COMPLAINTS

If you think that we have not properly respected the privacy of your health information, you are free to complain to us or the U.S. Department of Health and Human Services, Office for Civil Rights. We will not retaliate against you if you make a complaint. If you want to complain to us, send a written complaint to the office contact person at the address, fax or E mail shown at the beginning of this Notice. If you prefer, you can discuss your complaint in person or by phone.

FOR MORE INFORMATION

If you want more information about our privacy practices, call or visit the office contact person at the address or phone number shown at the beginning of this Notice.

Electronic Communications

Terms of Service:

By using Marcelino Dental Arts' services, including signing up for text message communications, you expressly consent to collecting, using, and sharing your personal information as outlined in our Privacy Policy. You acknowledge that you have read, understood, and agree to our Terms of Service and Privacy Policy, including the terms related to data collection, communication, and security.

You further consent to receive text messages from Marcelino Dental Arts, including transactional and promotional messages. You may opt out of receiving promotional messages at any time by following the opt-out instructions provided in the messages. Your continued use of our services constitutes your ongoing consent to these terms.

You may choose to stop receiving promotional text messages from Marcelino Dental Arts at any time. To opt out, simply reply to any text message you receive from us with the word 'STOP' or 'UNSUBSCRIBE.' Once we receive your opt-out request, we will promptly remove your number from our promotional messaging list. Please note that opting out of promotional messages will not affect your ability to receive important service-related communications.

By subscribing to Marcelino Dental Arts' text messaging service, you agree to receive various types of texts including promotional, transactional, or informational messages related to dental appointments and services. You can expect to receive 1 to 7 messages in the weeks leading up to an appointment. Message and data rates may apply. You can opt out of receiving these messages at any time by following the instructions provided in each message.

Marcelino Dental Arts is not responsible for any delays, failures in delivery, or any other issues related to the transmission or receipt of text messages. Delivery of text messages is subject to effective transmission by your mobile carrier and is not guaranteed by Marcelino Dental Arts.

By subscribing to our SMS services, you acknowledge and agree that Marcelino Dental Arts will not be liable for any damages, losses, or injuries arising from or related to the use or failure to receive any text messages, including but not limited to, delays, non-delivery, or technical issues. Your use of our SMS services is at your own risk, and we provide our services on an 'as-is' basis without any warranties of any kind, express or implied.

Marcelino Dental Arts is committed to protecting the security of your personal information. We implement industry-standard security measures to safeguard your data against unauthorized access, use, or disclosure. However, it is also your responsibility to protect the confidentiality of your account information and any passwords associated with your use of our services.

You agree to notify Marcelino Dental Arts immediately of any unauthorized use of your account or any other security breach. Marcelino Dental Arts will not be liable for any loss or damage arising from your failure to protect your account or personal information adequately. By using our services, you acknowledge and accept that no data transmission over the Internet or mobile networks can be guaranteed to be 100% secure, and therefore, you use our services at your own risk.

Privacy Policy:

Marcelino Dental Arts collects personal information from you when you interact with our services, including when you sign up, make purchases, or communicate with us via text messages. The types of information we collect may include your name, contact details, payment information, and any other information you voluntarily provide.

We use this information to provide, maintain, and improve our services, process transactions, communicate with you, and comply with legal obligations. Your information may be shared with trusted third-party service providers solely for the purpose of operating our business and fulfilling our commitments to you. We do not sell, rent, or share your personal data with third parties for marketing purposes without your explicit consent.

You have the right to access, correct, or delete your personal information at any time, and we are committed to handling your data in a secure and transparent manner.

Marcelino Dental Arts takes the security of your personal information very seriously. We employ industry-standard security measures, including encryption and secure servers, to protect your data from unauthorized access, alteration, disclosure, or destruction. We continuously monitor our systems to ensure your information is safe and secure, and we are committed to maintaining the highest levels of data protection to safeguard your privacy.

Marcelino Dental Arts is committed to upholding the highest standards of privacy for all personal information collected through our text messaging services. We do not sell, rent, distribute, or trade your personal data to third parties without your explicit consent unless legally required to do so. Any information shared with third parties is exclusively for the purpose of delivering our services to you. We assure you that your data will never be shared with third parties for marketing purposes.

If you no longer wish to receive text messages from us, you can opt out at any time by replying with the word 'STOP' or 'UNSUBSCRIBE' to the number from which you received the message. Upon receiving your request, we will promptly remove you from our messaging list, and you will no longer receive further text communications from us.

Marcelino Dental Arts may update this Privacy Policy from time to time to reflect changes in our practices or legal requirements. When we make changes, we will notify you by updating the "Last Updated" date at the top of this policy. In the event of significant changes, we will provide a more prominent notice, such as sending an email notification or displaying a notice on our website.

By continuing to use our services after these changes, you agree to the revised Privacy Policy. We encourage you to periodically review this policy for the latest information on our privacy practices.

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DENTAL TREATMENT CONSENT DETAILS

Radiographs Exposure to low levels of radiation to adequately diagnose dental condition.

Drugs and Medications

I understand that antibiotics, analgesics and other medications can cause allergic reactions causing redness and swelling of tissues, pain, itching, vomiting, and/or anaphylactic shock.

Removal of Teeth

Alternatives to removal have been explained to me (root canal therapy, crowns, and periodontal surgery, etc.) and I authorize the Dentist to remove the following teeth and any others necessary for reasons indicated. I understand removing teeth does not always remove all the infection, if present, and it may be necessary to have further treatment. I understand the risks involved in having teeth removed some of which are pain, swelling, spread of infection, dry socket, loss of feeling in my teeth, lips, tongue and surrounding tissue that can last for an indefinite period of time or fractured jaw. I understand I may need further treatment by a specialist or even hospitalization if complications arise during or following treatment, the cost of which is my responsibility.

Crowns and Bridges

I understand that sometimes it is not possible to match the color of natural teeth exactly with artificial teeth. I further understand that I may be wearing temporary crowns, which may come off easily and that I must be careful to ensure that they are kept on until the permanent crowns are delivered. I realize the final opportunity to make changes in my new crown or bridge will be before cementation.

Complete or Partial Dentures

I realize that full or partial dentures are artificial, constructed of plastics, metal, and/or porcelain. The problems of wearing these appliances have been explained to me, including looseness, soreness, and possible breakage. I realize the final opportunity to make changes in my new dentures (including shape, fit, size, placement, and color) will be the "teeth in wax" try-in visit. I understand that most dentures require relining approximately three to twelve months after initial placement. The cost for this procedure is not included in the initial denture fee.

Endodontic Treatment

I realize there is no guarantee that root canal treatment will save my tooth, that complications can occur from the treatment, and that occasionally metal objects are cemented in the tooth or extend through the root, which does not necessarily affect the success of the treatment. I understand that occasionally additional surgical procedures may be necessary following root canal treatment.

Periodontal Loss

I understand that I have a serious condition, causing gum and bone infection or loss and that it can lead to the loss of my teeth. Alternative treatment plans have been explained to me, including gum surgery, replacements and/or extractions. I understand that undertaking any dental procedures may have a future adverse effect on my periodontal condition.

Resin-Based Restorative Fillings

I understand that care must be exercised in chewing on fillings especially during the first 24 hours to avoid breakage. I understand that a more expensive filling than initially diagnosed may be required due to additional decay. I understand that significant sensitivity is a common after effect of a newly placed filling. Furthermore, I understand my insurance (if applicable) may pay benefits at a lower amalgam rate or not at all. The cost difference between the two rates will be my responsibility.