



### **MUTUAL AGREEMENT TO MAINTAIN PRIVACY**

Dr. Douglas J Hauck DDS Inc. ("Physician ") agree to maintain Privacy of "Patient" as outlined in the HIPAA form. The Physician takes pride in being able to extend a greater degree of privacy than is required by HIPAA, state confidentiality mandates, and common law.

Federal and State privacy laws are complex. Unfortunately, some medical offices try to find loopholes around these laws. For example, HIPAA forbids physicians from receiving money for selling lists of patients or protected health information to companies to market their products or services directly to patients without authorization. Some medical practices, though, can lawfully circumvent this limitation by having a third party perform the marketing. While personal data is never technically in the possession of the company selling its products or services, the patient can still be targeted with unwanted marketing information. Physician believes this is improper and may not be in the patients' best interest. Accordingly, Physician agrees not to provide a list for marketing or be paid for selling patient lists or protected health information to any party for the purpose of marketing directly to patients. Regardless of legal privacy loopholes, Physician will never attempt to leverage its relationship with Patient by seeking Patient's consent for marketing products for others.

In consideration for treatment and the above noted patient protection, Patient agrees to refrain from direct or indirectly publishing or airing commentary upon Physician and his practice, expertise and/or treatment - the sole exceptions being communication to a confidential medical-peer review body; to another healthcare provider; to a licensed attorney; to a governmental agency; in the context of a legal proceeding; or unless mandated by law. Publishing is intended to include attribution by name, by pseudonym, or anonymously. If Patient does prepare commentary for publication about Physician, the Patient exclusively assigns all Intellectual Property rights, including copyrights, to Physician for any written, pictorial, and/or electronic commentary. This assignment is in further consideration for additional privacy protections provided by Physician. This assignment shall be operative and effective at the time of creation (prior to publication) of the commentary. Physician has invested significant financial and marketing resources in developing the practice. In addition, Patient will not denigrate, defame, disparage, or cast aspersions upon the Physician; and (ii) will use all reasonable efforts to prevent any member of their immediate family or acquaintance from engaging in any such activity. Published comments on web pages, blogs, and/or mass correspondence, however well intended, could severely damage Physician's practice.

Physician feels strongly about Patients' privacy as well as the practices' right to control its public image and privacy. Both Physician and Patient will work to prevent the publishing or airing of commentary about the other party from being accessed via Internet, blogs, or other electronic, print, or broadcast media without prior written consent. Finally, this Agreement shall be in force and enforceable (and fully survive) for a period of the longer of (a) five years from Physician's last date of service to Patient; or (b) three years beyond any termination of the Physician-Patient relationship. As a matter of office policy, Physician is requiring all patients in its practice sign the Mutual Agreement to Maintain Privacy so as to establish that any anonymous or pseudonymous publishing or airing of commentary will be covered by this agreement for all Physician's patients.

Patient and Physician acknowledge that breach of this Agreement may result in serious, irreparable harm. In addition to compensation for consequential damages, Patient and Physician agree to the right of equitable relief (including but not limited to injunctive relief). Should a breach of this Agreement result in litigation, the prevailing party in the litigation shall be entitled to reasonable costs, expenses, and attorney fees associated with the litigation. Patient has been given the opportunity to ask questions and receive satisfactory and adequate explanations.

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**Patient Signature**

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**Date**



## **FINANCIAL POLICY**

On today's visit you will be expected to pay for your treatment. The lab can not begin work on your case until the service charges have been paid. You may have also been given the choice to pay for lab costs directly, depending on the lab used.

We have tried to make financing your dental treatment as easy as possible. We have several options to offer you:

**Credit Cards** (MASTERCARD, VISA, AMERICAN EXPRESS, DISCOVER, ATM)  
**Cash**  
**Checks**

We will happily offer a 3% courtesy discount on fees in excess of \$500.00 if total services are paid in full prior to start of treatment. Also we have a \$45 fee for failed or appointment that are canceled within a 24 hour time frame.

We also provide superior service regarding your insurance. We will submit fees for treatment to your insurer and follow-up as well. Please be aware that coverage varies from one insurance policy to the next. All fees for treatment are the responsibility of the patient at the time of treatment.

Please sign and date below to indicate that you have read and understand the terms of this policy.

**Patient Signature**\_\_\_\_\_ **Date**\_\_\_\_\_

**Printed name:**\_\_\_\_\_

Thank you for choosing Dr. Douglas J. Hauck and Associates for your smile care!

## **X Ray/Photo/Digital Images Release**

I hereby give my permission to Dr. Hauck to release X Rays, Photos, or Digital images pertaining to my dental health to either myself or named physician or other health care provider.

I also hereby give my permission for Dr. Hauck to use my photo in his office.

I also understand unless we have a financial agreement, any outstanding balance must be paid.

\_\_\_\_\_  
**Patient Signature**

\_\_\_\_\_  
**Date**



### **AGREEMENT AS TO RESOLUTION OF CONCERNS**

"I", "Patient/Guardian" shall be understood to mean \_\_\_\_\_.  
(Insert name of patient or guardian)

"Doctor" shall be understood to mean **Dr. Douglas J Hauck Inc.**

Further, I understand that I am entering into a contractual relationship with Doctor for professional care. I further understand that meritless and frivolous claims for medical/dental malpractice have an adverse effect upon the cost and availability of healthcare, and may result in irreparable harm to a healthcare provider. As additional consideration for professional care provided to me by Doctor, I, the patient/guardian and/or my representative agree not to advance, directly or indirectly, any false, meritless, and/or frivolous claim(s) of medical/dental malpractice against Doctor.

Furthermore, should a meritorious medical/dental malpractice case or cause of action be initiated or pursued, I (the patient) and/or my representative agree to use board-certified expert witness(es) in the same level of specialty as Doctor. Furthermore, I agree that these expert witnesses will adhere to the guidelines and / or code of conduct defined for expert witnesses by the L.V.I.

In further consideration for this, Doctor agrees to the same stipulations.

_____ <b>Doctor</b>	_____ <b>Patient/Guardian</b>
_____ <b>Effective from Date of Treatment:</b>	_____ <b>Date of Signature</b>

### **Acknowledgment of Receipt of** **Privacy Practices Notice and Dental Material Fact Sheet**

This document acknowledges that you have received a copy of:

1. *Notice of Privacy Practices*
2. *Dental Material Fact Sheet.*

This document is not a contract, authorization, release, or consent form. This document will remain in your records.

I, \_\_\_\_\_ acknowledge that I have received a copy of the Notice of Privacy Practices and the Dental Material Fact Sheet.

_____ <b>Patient Signature</b>	_____ <b>Date</b>
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