

Duffy Dental Ranch/HIPAA Notice of Privacy Practices

Effective as of April 12, 2003-Revised February 16, 2026

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

This NOPP is NOT an authorization. This NOPP describes how we and our Business Associates and their subcontractors may use and disclose your Protected Health Information (PHI) to carry out treatment, payment or Health Care Operations and for other purposes that are permitted or required by law. It also describes your rights to access and control your child's PHI. Please review it carefully. By signing the Acknowledgement form you are only acknowledging that you received or have been given an opportunity to receive a copy of our NOPP.

We reserve the right to change this notice at any time and to make the revised or changed notice effective in the future. A copy of our current notice will always be posted in the office. You may also obtain your own copy by accessing our website at www.duffydentalranch.com or by calling our Privacy officer at 940-278-0909. Before we make a significant change in our privacy practices, we will change this Notice and make the new Notice available upon request. Some examples of Protected Health Information include information about your child's past, present or future physical or mental health conditions, genetic information, or information about your child's health care benefits under an insurance policy, each when combined with identifying information such as names address, social security and phone numbers.

USES AND DISCLOSURES PROTECTED HEATH INFORMATION:

There are some situations when we do not need your written authorization before using your health information or sharing it with others, including:

Treatment: We may use or disclose your child's health information to a physician or other healthcare provider providing treatment to your child.

Payment: We may use and disclose your child's healthcare information as needed to obtain payment for their dental care for the treatment and services your child receives from us. Payment activities include billing, collections, claims management, and determinations of eligibility and coverage to obtain payment from you, an insurance company, or another third party.

Healthcare Operations: We may use and disclose your child's health information in connection with our healthcare operations. Healthcare operations include quality assessment and improvement activities, reviewing the competence or qualifications of healthcare professionals, evaluating practitioner and provider performance, conducting training programs, accreditation, certification, licensing or credentialing activities.

Appointment Reminders and Health-related Benefits and Services: We may use or disclose your child's health information to provide you with appointment reminders and/or treatment reminders, school excuses, office promotions or special events (Using alternate communication such as voicemail messages, postcards, letters, email, faxes and texting). If we use or disclose your child's PHI for fundraising activities, we will provide you with the choice to opt out of those activities. You may also choose to opt back in.

To Your Family and Friends: We must disclose your child's health information to you, as described in the Patient Rights section of this Notice. We may disclose your child's health information to a family member, friend or other person to the extent necessary to help with your child's healthcare or with payment for your child's healthcare, but only if you agree that we may do so. *(See HIPAA Release and Authorization and Health/Dental Care Authorization for Minor Child provisions as described in the Patient's Rights section of the Notice.)*

Persons Involved in Care: We may use or disclose health information to notify or assist in the notification of a family member, your child's personal representative or another person responsible for your child's care, of your child's identity, of your child's location, of your child's general condition, or death. If you are present, then prior to use or disclosure of your child's health information, we will provide you with an opportunity to object to such uses or disclosure. In the event of your incapacity or emergency circumstances, we will disclose health information based on a determination using our professional judgment disclosing only health information that is directly relevant to the person's involvement in your child's healthcare. We will also use our professional judgment and our experience with common practice to make reasonable inferences of your child's best interest in allowing a person to pick up filled prescriptions, medical supplies, x-rays, or other similar forms of health information.

Business Associate: We may disclose your child's health information to contractors, agents and other "business associates" who need the information to assist us with obtaining payment or carrying out our business operations. For example, a billing company, an accounting firm, or a law firm that provides profession advise to us. Business Associates are required by law to abide by the HIPAA regulations.

Marketing Health-Related Services: We will not use your child's health information for marketing communications or sale their PHI without your written authorization.

Incidental Disclosures: While we will take reasonable steps to safeguard the privacy of your child's health information, certain disclosures of their health information may occur during or as unavoidable results or otherwise permissible uses or disclosures of their health information. For example, during treatment sessions, other patients in the treatment area may see or overhear discussion of your child's health information.

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

Emergencies or Public Need: We may use or disclose your child's health information if they need emergency treatment or we are required to do so by law to treat them.

We may use or disclose your child's PHI in the following situations without your prior authorization: as required by law, public health issues, communicable diseases, abuse, neglect or domestic violence, possible victim of other crimes, health oversight, lawsuits and disputes, law enforcement, to avert a serious and imminent threat to health or safety, national security and intelligence activities or protective services, military and veterans, inmates an correctional institutions, workers compensation, coroners, medical examiners and funeral directors, organ and tissue donation, and other required uses and disclosures. We may use or disclose your child's health information to assist in disaster relief efforts. We will disclose your child's health information to the Secretary of the U.S. Department of Health and Human Services when required to investigate or determine compliance with HIPAA.

SUD RECORDS DISCLOSURE AND PROTECTIONS:

The confidentiality of your child's substance uses disorder (SUD) treatment records maintained by this facility is protected by federal law and regulations (42 CFR Part 2 and the HIPAA Privacy Rule). Generally, we cannot disclose information that identifies your child as a person with a substance use disorder to anyone outside the facility without your written consent. With your written consent, we may use and disclose your SUD information for treatment, payment, and health care operations. You may revoke your consent at any time in writing, except to the extent that we have already relied on it.

Use and Disclosure for Legal Proceedings: SUD treatment records from programs subject to 42 CFR Part 2 generally cannot be used or disclosed in legal proceedings against the patient unless there is specific written consent or a court order.

Redisclosure of SUD Records: If SUD records are disclosed with patient consent, the recipient can re-disclose them to contractors or legal representatives for specified TPO activities if a written agreement is in place that maintains confidentiality. Otherwise, redisclosure is prohibited.

SUD Counseling Notes: SUD counseling notes require separate, specific consent for their use or disclosure and cannot be used or disclosed based on a general TPO consent.

Fundraising Communications: If SUD records are used or disclosed for fundraising, patients must be given a clear opportunity to opt out.

Exceptions: We may share information without your consent in a medical emergency, to report suspected child abuse as required by law, or to law enforcement if you commit a crime on our premises.

Stricter State Laws: If state law offers greater protection, the more stringent state law applies.

PATIENT RIGHTS

Access: You have the right to look at or get copies of your child's health information, with limited exceptions. You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot practicably do so. You must make a request in writing to obtain access to your child's 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 and staff time. You may also request access by sending us a letter to the address at the end of this Notice. If you request copies, we will charge you a reasonable fee for each page, a reasonable rate per hour for staff time to locate and copy your health information, and postage if you want the copies mailed to you. If you request an alternative format, we will charge a cost-based fee for providing your child's health information in that format. If you prefer, we will prepare a summary or an explanation of your child's health information for a fee. In some limited cases, we deny the request. Under federal law, you may not inspect or copy the following records: Psychotherapy notes, information compiled in reasonable anticipation of, or used in, a civil, criminal, or administrative action or proceeding protected health information restricted by law, information related to medical research where you have agreed to participate, information whose disclosure may result in harm or injury to you or to another person, or information that was obtained under a promise of confidentiality. Contact us using the information listed at the end of this Notice for a full explanation of our fee structure.

Disclosure Accounting: With the exception of certain disclosures, you have the right to receive an accounting of disclosures of your child's health information over the six years prior to the date you ask, in accordance with applicable laws and regulations. To request an accounting of disclosures of your child's health information, you must submit your request in writing to the Privacy Official. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests.

Restriction: You have the right to request that we place additional restrictions on our use or disclosure of your child's health information by submitting a written request to the Privacy Official. Your written request must include (1) what information you want to limit, (2) whether you want to limit our use, disclosure or both, and (3) to whom you want the limits to apply. We are not required to agree to your request except in the case where the disclosure is to a health plan for purposes of carrying out payment of health care operations, and the information pertains solely to a health care item or service for which you, or a person on your behalf (other than the health plan), has paid our practice in full.

Alternative Communication: You have the right to request that we communicate with you about your child's health by alternative means or to alternative locations. You must make your request in writing. Your request must specify the alternative means or locations and provide satisfactory explanation how payments will be handled under the alternative means or location you request.

Amendment: You have the right to request that we amend your child's 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.

Right to Notification of a Breach: You have the right to be notified within sixty (60) days of the discovery of a breach of your child's unsecured protected health information as required by law.

Electronic Notice: If you receive this Notice on our web site or by electronic mail (e-mail), you are entitled to receive this Notice in written form.

HIPAA Release and Authorization: You will be given the opportunity to sign and acknowledgement of Receipt of Notice of Privacy Practices and HIPAA Release and Authorization wherein you will be asked to provide the names of all people with whom we may discuss treatment, recommendations and billing matters. Please be advised that any person, including family member, personal representative, nanny, housekeeper, neighbor, to whom you find acceptable to participate in your child's healthcare treatment in any capacity should be named specifically on that HIPAA Release and Authorization. Failure to include the name of any such third party on that Release and Authorization could result in your child not receiving the treatment/care sought. The above notwithstanding, should a third party present your child and produce your written permission for them to participate in your child's treatment and to receive the information that would otherwise be made available to you if you were present, your child will then be entitled to receive the treatment/care sought and the third party written authorization will be retained and included in your child's file.

Health/Dental Care Authorization for Minor Child: By completing and signing the Acknowledgement of Receipt of Privacy Practices and as provided in Texas Family Code, Title 2, Chapter 32, Section 32.001 you will be identifying authorized representative(s) (Agent(s)) who may consent to medical, dental, psychological and surgical treatment of your child when the person having such right to consent as otherwise provided by law cannot be contacted and that person has not given actual notice to the contrary. This authorization does not apply to consent for the immunization of a child. The authorized representatives' names will be required as a prerequisite for such identified individual(s) to be able to present your child for treatment/professional services.

Uses and Disclosures Where Special Protections May Apply: Some kinds of information, such as alcohol and substance abuse treatment, HIV related, mental health, psychotherapy, and genetic information are considered so sensitive that state or federal law provides special protection from them. Therefore, some parts of this general NOPP may not apply to these types of information. If you have any questions or concerns about the way these types of information may be used or disclosed, please speak with your healthcare provider

QUESTIONS AND COMPLAINTS:

If you want more information about our privacy practices or have questions or concerns, please contact us.

If you are concerned that we may have violated your or your child's privacy rights, or you disagree with a decision we made about your access to your child's health information or in response to a request you made to amend or restrict the use or disclosure of your child's health information or to have us communicate with you by alternative means or at alternative locations, you may complain to us using the contact information listed at the end of this Notice. You may also email the U.S. Department of Health and Human Services, Offices of Civil Rights at OCRMail@hhs.gov or call the US Department of Health and Human Services, Office for Civil Rights toll free at 1-800-368-1019, TDD: 1-800-537-7697. We will not withhold treatment or act against you for filing.

Contact: Duffy Dental Ranch
Attn: Privacy Officer
100 Hardeman Blvd.
Justin, Tx 76247

Phone: 940-278-0909
Fax: 940-278-0908
Email: info@duffydenalranch.com