



**KEVIN C. LIN, DDS, FACP**  
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Give Your Dental Wellness a Second Chance  
[www.smilereborn.com](http://www.smilereborn.com)

**KEVIN C LIN, DDS, INC.** complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex.

NOTICE OF PRIVACY PRACTICES	YOUR RIGHTS
<p><b><u>How we may use and share your health information</u></b></p> <ul style="list-style-type: none"> <li>• To treat you</li> <li>• To obtain payment for your treatment</li> <li>• To run our practice and improve our services</li> <li>• Upon your request with your written authorization</li> <li>• With your family and friends</li> <li>• Via unsecured emails/voice mails/text messages</li> <li>• With persons involved in your care</li> <li>• Possible uses of photos/videos/x-ray film records</li> <li>• In the event of a change of ownership</li> <li>• When required by law</li> <li>• For purposes of public health</li> <li>• To report abuse or neglect</li> <li>• For purposes of national security</li> <li>• Appointment reminders</li> <li>• Sign-in sheets and announcements</li> </ul>	<p><b><u>You have the right to</u></b></p> <ul style="list-style-type: none"> <li>• Access your medical record</li> <li>• Receive an accounting of disclosures of your information</li> <li>• Restrict our sharing of your information</li> <li>• Alternative communications</li> <li>• Be notified of an impermissible use of your information</li> <li>• Amend your information</li> <li>• File a complaint against our office and with the U.S. Department of Health and Human Services</li> </ul>

## NOTICE OF PRIVACY PRACTICES (HIPPA)

This notice describes how your health information may be used and disclosed and how you can get access to this information. Please review it carefully. The privacy of your health information is important to us.

### Our Legal Duty

Federal and state laws require us to maintain the privacy of your health information. We are also required to provide this notice about our office's privacy practices, our legal duties and your rights regarding your health information. We are required to follow the practices that are outlined in this notice while it is in effect. This notice takes effect on Sep. 1st, 2018 and will remain in effect until we replace it.

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 changes in our privacy practices and the new 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 significant change in our privacy practices, we will change this notice and make the new notice available upon request. For more information about our privacy practices or additional copies of this notice, please contact us (contact information below).

### Uses and Disclosures of Health Information

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

#### **Treatment**

We disclose medical information to our employees and others who are involved in providing the care you need. We may use or disclose your health information to another dentist or other health care providers providing treatment that we do not provide. We may also share your health information with a pharmacist in order to provide you with a prescription or with a laboratory that performs tests or fabricates dental prostheses or orthodontic appliances.

#### **Payment**

We may use and disclose your health information to obtain payment for services we provide to you, unless you request that we restrict such disclosure to your health plan when you have paid out-of-pocket and in full for services rendered.

#### **Health Care Operations**

We may use and disclose your health information in connection with our health care operations. Health care operations include, but are not limited to, quality assessment and improvement activities, reviewing the competence or qualifications of health care professionals, 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 health care operations, you may give us written authorization to use your health information or to disclose it to 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 is in effect. Unless you give us a 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 Patient Rights section of this notice. You have the right to request restrictions on disclosure to family members, other relatives, close personal friends or any other person identified by you.

#### **Unsecured Emails/Voice Mails/Text Messages**

We will not send you unsecured emails/voice mails/text messages pertaining to your health information without your prior authorization. If you do authorize communications via such means, you have the right to revoke the authorization at any time.

#### **Persons Involved in Care**

We may use or disclose health information to notify, or assist in the notification of (including identifying or locating) a family member, your personal representative or another person responsible for your care, of your location, your general condition or your death. If you are present, then prior to use or disclosure of your health information, we will provide you with an opportunity to object to such uses or disclosures. 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 health care. We will also use our professional judgment 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.

### **Possible Uses of Photos/Videos/X-ray Film Records**

We will not use your health information for marketing communications without your written authorization. Photos/videos/x-ray films are obtained as part of your dental records for the purposes of treatment planning and communication among you and/or others on your dental care team (e.g. other dentists, physicians, dental lab technicians).

Occasionally, we may use your photos/videos/x-ray films for dental research, professional publication, education (lectures, seminars, and presentations), and the endorsement of our dental practice (website, printed materials, and patient education). If your photos/videos/x-ray films are used, your name and all other identifying information will be kept confidential. There will be no compensation, financial or otherwise, for the use of these records.

\* You may withdraw your authorization to the release of records at any time by contacting us in writing. However, we may not be able to retrieve what has already been shared prior to your notification (i.e. completed oral presentation or printed publications).

### **Change of Ownership**

If this dental practice is sold or merged with another practice or organization, your health records will become the property of the new owner. However, you may request that copies of your health information be transferred to another dental practice.

### **Required by Law**

We may use or disclose your health information when we are required to do so by law.

### **Public Health**

We may, and are sometimes legally obligated to, disclose your health information to public health agencies for purposes related to preventing or controlling disease, injury or disability; reporting abuse or neglect; reporting domestic violence; reporting to the Food and Drug Administration problems with products and reactions to medications; and reporting disease or infection exposure. Upon reporting suspected elder or dependent adult abuse or domestic violence, we will promptly inform you or your personal representative unless we believe the notification would place you at risk of harm or would require informing a personal representative we believe is responsible for the abuse or harm.

### **Abuse or Neglect**

We may disclose your health information to appropriate authorities if we reasonably believe that 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.

### **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 inmates or patients under certain circumstances.

### **Appointment Reminders**

We may contact you to provide you with appointment reminders via voicemail, postcards or letters. We may also leave a message with the person answering the phone if you are not available.

### **Sign-In Sheet and Announcement**

Upon arriving at our office, we may use and disclose medical information about you by asking that you sign an intake sheet at our front desk. We may also announce your name when we are ready to see you.

## PATIENT RIGHTS

### Access

You have the right 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. 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 health information. You may obtain a form to request access by contacting our office. 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. If you request copies, there may be a charge for time spent. If you request an alternate 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 fee. Contact us for a full explanation of our fee structure.

### Disclosure Accounting

You have a right to receive a list of instances in which we disclosed your health information for purposes other than treatment, payment, health care operations and certain other activities for the last six years. 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 health information. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in emergency). In the event you pay out-of-pocket and in full for services rendered, you may request that we not share your health information with your health plan. We must agree to this request.

### 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. Your request must specify the alternative means or location and provide satisfactory explanation of how payments will be handled under the alternative means or location you request.

### Breach Notification

In the event your unsecured protected health information is breached, we will notify you as required by law. In some situations, you may be notified by our business associates.

### Amendment

You have the 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 want more information about our privacy practices or have questions or concerns, please contact us at:

**Contact:** Kevin C. Lin, DDS

**Telephone:** 408.498.0373

**Fax:** 408.498.0373

**Email:** kevin.lin.dds@gmail.com

**Address:**

**333 W Maude Ave. Suite 114**

**Sunnyvale, CA 94085**

If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about access to your health information or in response to a request you made to amend or restrict the use or disclosure of your health information or to have us communicate with you by alternative means or at alternative locations, you may send a written complaint to our office or to the U.S. Department of Health and Human Services, Office of Civil Rights. We will not retaliate against you for filing a complaint.

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## OFFICE POLICIES

Welcome. It is our pleasure to have you as our patient. Our commitment is to provide you with the best dental care and to keep you informed of treatment recommendations and financial obligations.

### Dental Treatment Considerations

All treatment plans and informed consents need to be discussed and approved by you prior to treatment commencement. As changes in clinical situation may inevitably occur, proposed treatment plan by the office may be altered; in this situation, we will review with you the modified plan and obtain your informed consents before continuing treatment.

We take pride in our work and offers warranty on our treatment. Please refer to Treatment Warranty Guidelines for specific terms and conditions.

### Financial Policy

All financial concerns need to be resolved prior to the time of services.

Payment is due prior to or at the time services are rendered. Additional financial arrangements may be structured based on what is discussed and signed on the financial agreement and consent form.

You will be notified of outstanding balances once they are 30 days overdue from the date of treatment completion. They are subject to a \$50.00 rebilling fee each 30-day cycle thereafter. Accounts with outstanding balances over 90 days will be sent to collections.

### Dental Insurance Benefit

Our practice is out-of-network and is not contracted with any dental insurance benefit plan providers. The estimates provided during the pre-authorization phase only serve as a reference for your financial planning. For all services rendered, you are responsible for all unpaid balance that is not covered by your plan provider.

If your plan allows reimbursement for services from out-of-network providers, as a courtesy to you, we can file the claim on your behalf.

- ❖ If you "assign benefits" to us, your plan provider may send us reimbursement directly for services rendered and you will be responsible for all remaining unpaid balance.
- ❖ If you cannot "assign benefits" to our practice, you may be responsible for filing claims, you will obtain reimbursement directly from your plan provider, and you will be responsible for payment to our practice before or at the time of service.

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## **Appointment Scheduling and Cancellation**

Your appointment in this practice is scheduled exclusively for you with all the necessary arrangements and preparation from our office. It is critical that you arrive on time so we may provide you with the highest level of service possible.

If you must reschedule your appointment, please provide us with at least a **48-hour notice**. If you arrive 15 minutes late or more, we may also need to reschedule in order to maintain the same high quality of service you and others expect from us.

For failure to provide a 48-hour notice, no show, or 15 min late arrival, we will ask you for a non-refundable deposit of \$50 towards your future treatment to reserve another appointment. If you fail to comply the second time within one year of the first incident, a non-refundable deposit of \$100 will be required for reservation.

## **Patient Communication**

### **Email and Text Messages**

Most free email and text message accounts are unencrypted and unsecure. There is some risk that individually identifiable health information and confidential information contained in an unencrypted email/text message may be misdirected, disclosed to, or intercepted by unauthorized third parties.

You may consent to receive unsecured email and text messages from us regarding your treatment for convenience. We will use the minimum necessary amount of protected health information in any communication. You may also elect to receive information via the practice's secure and encrypted email ONLY; you understand that this communication method may cause slight delay but you may always choose to provide consent later.

### **Landline, Cellphone, and Text Messages:**

You consent to the dental practice using your phone number to CALL AND TEXT regarding appointments and regarding treatment, insurance, and your account. You understand that you can withdraw consent at any time.

### **Voice Messages:**

Our office may leave messages on your answering machine. We may leave a detailed message if needed. If you prefer, we may ONLY leave a brief message and ask you to return call at a mutually convenient time.



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## TREATMENT WARRANTY GUIDELINES

Your investment in your dental health is important to us. Our treatment warranty provides the most protection for you and your decision to proceed with treatment recommendations. Dr. Lin is proud to offer the following dental treatment warranty for your peace of mind.



### Composite Bonding or Fillings

If a composite bonding or filling provided by Dr. Lin fractures or chips and it is determined that there was a defect in the materials or workmanship during a period of 2 years from the initial placement, Dr. Lin will replace or repair the filling or bonding at no additional charge.

### Crowns, Bridges, and Porcelain Veneers

If a porcelain restoration fractures and it is determined that there was a defect in the materials or workmanship during a period of 5 years from the date of the initial placement, Dr. Lin will replace or repair the porcelain restoration at no additional charge.

### Traditional Partial or Full Dentures

If a porcelain restoration fractures and it is determined that there was a defect in the materials or workmanship during a period of 5 years from the date of the initial placement, Dr. Lin will replace or repair the denture at no additional charge.

### Dental Implant Restorations (implant supported crowns, bridges, and dentures)

If a dental implant restoration by Dr. Lin fails and it is determined that there was a defect in the materials or workmanship during a period of 5 years from the initial date of placement, Dr. Lin will replace or repair the implant restoration at no additional charge.



### Warranty Requirements

This dental warranty does not cover damage to teeth or prosthesis caused by accidents, trauma, negligence, or improper use (for example: grinding, clenching, chewing ice, biting non-food items, unforeseen general tooth movement, or recurrent decay)

This warranty is effective immediately upon completing any of the above services and will be in effect for the period of time detailed when you meet ALL of the following requirements:

- Return for all re-care/re-call visits as prescribed by Dr. Lin, not more than 30 days past your due date.
- For a removable prosthesis, you must return for all re-care/re-call visits and commit to the necessary acrylic reline (re-padding of the denture surface against gum tissue) procedure when necessary.
- Use anti-decay or gum disease medications as prescribed.
- Follow Dr. Lin's recommendations to overcome destructive habits such as clenching, grinding or unusual chewing habits.
- Your account must remain in good standing with our office with no overdue balance.
- Refunds are not part of the warranty policy.