

ADVANTAGES OF BEING A PATIENT AT OUR OFFICE

Many people do not like change. For some reason, I thrive by it! I am always on the lookout for newer techniques and advances in dentistry that make diagnosing and treating our patients second to no one! You will see just by walking into this new office that patient comfort and knowledge is pushed to levels you most likely have not seen before! If you are online please check out my following web site aspirefamilydental.com. We are adding a lot of information, so it will be a continual work in progress!!! PLEASE fill out our (survey) and tell us how we are doing it would be greatly appreciated! Even if you absolutely hated something that was done, there is only one way we can improve the way this office is operated. We will never be perfect. However, trying to get there is a good goal to reach for!! We would rather have the chance of improving our ways to make you happier, than lose you as a respected and much appreciated patient!

A. The following treatments and services are available to you:

- a. Cosmetic dentistry – EVERY treatment, service, and product in this practice is geared towards this goal
- b. Pediatrics – We love to treat children!!
- c. Orthodontics – Braces for children and adults. We use traditional, tooth colored, and “Invisalign” (almost invisible tray aligners that move your teeth) techniques treated at Todd R. Levine DDS, PLLC, located at 5862 Snyder Dr., Lockport, NY 14094.
- d. Bleaching/Whitening – We have multiple methods of helping brighten up your smile
- e. Bonding – ALL restorations that are fabricated here are tooth colored
- f. Periodontal – gum treatments – our primary goal is to prevent this disease from taking your teeth:
 1. This is the number one reason people end up in dentures. It has been shown people with gum disease have a higher chance of stroke, heart disease, lower birth weight babies, and dying younger.
 2. Computerized recare system for 6, 4, 3, or more often monthly preventative and maintenance visits. We can now both track, and visually show you the condition of your teeth, and underlying support structures
 3. Scaling and root planning, education, very low dose antibiotics, and other surgical (uncommon due to our other techniques we utilize), and non-surgical techniques are actively used to help fight this disease
- g. Prosthodontic – esthetic onlays, crowns, bridges, implants and dentures
- h. Oral surgery – Implants, ALL wisdom teeth, bone augmentation, guided tissue regeneration, Sinus Lift Surgery, and more. Implant related procedures are performed at Todd R. Levine DDS, PLLC.
- i. Endodontics – Root canal therapy – everyone’s favorite!!! We actually do treat all teeth here! Even the very tough ones!
- j. Obstructive Sleep Apnea (OSA) – Both Dr. Levine and Dr. Zohur participate with most Medical Insurances (including Medicare) for the possible treatment of OSA for patients who can’t tolerate their CPAP machines. Dr. Levine and Dr. Zohur have become Diplomates of the American Board of Dental Sleep Medicine.
- k. TMD (aka TMJ) – All TMD related testing and treatment are performed at Todd R. Levine DDS, PLLC. Headaches, neck aches jaw aches, toothaches, tooth cracks, clenching and grinding your teeth, implant and restoration failure are all part of problems associated with TMD. I can image 3 dimensionally the TM Joint area with my Galileos 3D CB CT Machine, determine to a high degree of accuracy the presence and type or pathology in the TMJ using joint sounds with the JVA, check for potential muscle imbalances and function of the head and neck that may be present using electromyography with the BioEMG II, look for TMD problems by tracking how your jaw opens and closes 3 dimensionally using the amazingly accurate jaw tracking capabilities of the JT -3D, analyzing your bite and showing what is functioning properly/improperly in real time at 0.01 second increments using the T-Scan III and promoting healing , inflammation and pain reduction by being one of a VERY small group of dentists in this ENTIRE Country to have MLS Laser Therapy

B. Other advantages

- a. Emergency Service – if you need us, we will be there for you. All of the dentists have emergency messages forwarded to them automatically through our phone system in case you have a dental emergency. Of course if you are experiencing a real medical emergency, you need to go straight to the Emergency Room or call 911!!
- b. Modern and useful dental technology that is continually being upgraded for your improved health and esthetic needs. Your comfort is VERY important to us too:
 1. All x-ray equipment is of the low dose digital type:

1. Dr. Levine was the first general dentist (and still one of the only dentists) in all of WNY to have 3D volume based x-rays from the Galileos 3D CB CT machine.
 - a. Advanced way to see lesions that other x-rays can't detect
 - b. Used to accurately see the shape of bone for our implant placement. This 3D picture can be tied to our 3D CEREC optical picture for possible one appointment placement of implants, post and crown (it is that accurate)!
2. Our samples we give out are like no other office! We actually give out more expensive brushes and FULL tubes of toothpaste
3. Our computerized network system is second to none in all of WNY (and most likely the entire Country). It includes:
 1. Patient Information taken to a level that no one else has anywhere around here. There are over 40 high-definition TV's that double as Information sources for all of our patients. This information system is unique and is spread out throughout the entire office (even in the bathrooms!).
 2. Wireless internet connectivity for your enjoyment on your own personal devices
 3. Large screen iMac computers in the waiting room for your enjoyment
 4. Personalized televisions in every patient treatment room. They can show you:
 - a. All digital lower dose x-rays to both show and help you understand treatments in a way you have never seen before
 - b. Digital color pictures to help show and explain treatments. By the way, you can watch TV too!
 5. Dental software that keeps track of all of your existing, planned, and completed treatments. We can follow all aspects of your dental health.
- c. Nitrous (laughing gas) - There are many people who have a very high gag reflex or a tremendous fear toward dentistry. Most of this fear we can effectively deal with by explaining every step, taking things slowly and showing you exactly what we will be doing. However, for many people this is not enough. So we have dentists who excel in the use of using Nitrous Oxide.
- d. Entire dental team actively involved in continuing education programs, which keeps us up to date with the most modern, and useful treatment techniques
- e. We take a WHOLE person approach to dentistry. There is a lot of research that shows how connected our body systems are. There is a reason why most of our brain space is connected to our head and neck!

As part of my philosophy of being up front with all patients, I am including all of our policies related to being a patient in this practice. Please remember, that knowing about all aspects of your treatment is important to both you and our dental team. We will try to guide you as best as possible. However we will not put you in a headlock and force treatment upon you. It is our job to make sure you understand the consequences of not completing treatment. At the same time, as an adult, we know you can make up your own minds about treatment. PLEASE make sure you understand everything related to your treatment and the associated costs BEFORE you start! We love when you ask questions! OK now for the fun stuff!

OFFICE POLICIES/CONTRACT

ALL PEOPLE WHO ARE RESPONSIBLE FOR PAYMENTS [GUARANTOR] FOR EITHER THEMSELVES OR OTHER PATIENTS, MUST READ, UNDERSTAND, AND AGREE TO ALL OF THE FOLLOWING SECTIONS. YOU WILL HAVE TO SIGN THE COMBINED SIGNATURE PAGE LOCATED ON PAGE 12.

1. NOTICE TO PATIENTS WITH INSURANCE (THIRD PARTY INSURANCE)

As a courtesy to our patients with insurance, we will directly bill most insurance companies. Upon receipt of payment (if any) from your insurance company, you must make immediate payment in full if there is any remaining balance left over from the procedure that was billed. The maximum amount of time we will wait for reimbursement is 60 days. We absolutely make NO claims or guarantees as to how much your insurance company will cover for either services rendered, or charges made to your account. We will offer you our best guess as to your coverage. This guess in no way guarantees anything. Remember, it is YOUR responsibility to know the details of what your insurance covers, and does not cover - not ours. You may ask us to send a predetermination of benefits request to your insurance company. Also, you have the right to ask us the cost of any planned treatment or service for you. If your insurance does not pay us, in part, or in full, for any reason, you must immediately pay the entire remaining balance. Based on what we estimate your insurance will pay, you MUST pay the estimated difference on the treatment date, or date of service rendered.

2. NOTICE TO CASH PATIENTS (NO THIRD PARTY INSURANCE)

Payment is expected immediately upon completion of any treatment rendered, or any service provided

3. PAYMENTS AND FEES RELATED TO BILLING

If for some reason you do not receive a statement in the mail, it in no way releases you from your obligation to pay for either services rendered, or other charges relate to your account. You must immediately pay any remaining balance in full. A **\$5.00 billing fee** will be charged to your account if we need to bill you for any required payments that you have not made.

4. DELINQUENT ACCOUNTS

Delinquent accounts will not be tolerated in this office. It adds to the price every patient must pay. It is not fair to either this office, or to other patients. If your account becomes delinquent, we will either send your account to a collection agency, or seek judgment against you in court. In addition to placing very bad information on your credit report, we will add the additional charges related to collecting monies owed us to your account. These charges include reasonable attorney and/or collection fees. These fees may be very expensive to you (as much as 50% additional). Please do not put us in this position. We are here to HELP you, not bring a lawsuit against you.

5. BROKEN APPOINTMENT CHARGES

Appointments that have not been canceled by you at least 24 hours in advance are considered broken. This office has a very wide range of hours in which you may schedule appointments. We try to remind you at least 1 day in advance of this appointment. However, this is ONLY a courtesy. **If you need to change an appointment, you must call us at least 24 hours in advance.** If the office is closed, you may leave a message on the answering machine (if the appointment is on the next day, you will be charged if we cannot fill in your appointment).

In this office (as in most other professional offices), it is considered unacceptable to break appointments. They are very disruptive to the normal operation of this practice. Additionally, other patients miss opportunities to be treated, even though there are openings in the schedule. As a result, any patients breaking appointments **will** be charged. **The fee for a broken appointment is \$45/per 30 minutes of your appointment.**

6. ROOT CANAL FEES

The fees for root canal therapy are for the root canal treatment only. **The fees do not cover restoring the tooth that will be needed after the root canal treatment is completed.** You should know all fees required to both treat the root canal, and then restore your tooth prior to starting treatment. The payments that are required for root canal treatments are broken down as follows: 1. **75%** of the total root canal fee is required the day the treatment is started; 2. **20%** of the total root canal fee is due the day the filing of the canal(s) is completed; 3. **5%** of the total root canal fee is due on the day of the placement of the root canal filling (obturation). Depending on the circumstances, anywhere between 1, and all of the above steps may be completed during the same visit. Usually the root canal for the tooth is completed in one visit.

7. WAITING TIME IN OUR OFFICE

While we try to stay on time, there are many occasions when this will not happen. Even though this is a general dental practice, we perform a lot of surgically related, and other advanced forms of dentistry that most people associate with specialists. Additionally, we treat patients with emergency related problems. Furthermore, we have very long hours in which we are open. Any or all of these conditions may easily put us behind schedule. We will **not** rush any patient out of the office. This may jeopardize a patient's treatment. We will show you the same courtesy. Since these treatment delays may happen immediately prior to your scheduled appointment, we may not be able to notify you in time of the impending delay.

Unless we anticipate the waiting time will be more than 1 hour after your scheduled appointment. We will usually require you to stay for your scheduled treatment. Therefore, we request you not to make other plans that will interfere with your appointment, even if it is delayed. If there will be a potential conflict, we want you to schedule your appointment at a different time.

At first this may not seem fair to you, especially when you can be charged for a broken appointment. However, you must consider the fact we must treat many people, with many different problems, and all the unknown factors that are associated with their (or your) treatment. We will take whatever time is necessary to provide you, and any other patient, with the proper treatment that people have come to expect from this practice. Our entire dental team is made up of people who have their own doctor appointments and hate to wait too. We are VERY sensitive to this!!

8. DIFFERENT OR ALTERNATE TREATMENTS

We try our best to give you as many treatment plan options as possible, and help you choose the one plan which best fits your personal needs and budget. When you begin your scheduled treatment from your treatment plan, you must realize your actual treatment may need to be altered. This can happen for many reasons. Some examples of this: if you were scheduled for a filling or restoration that will cover 2 of the surfaces of your tooth, we may actually find the cavity larger than anticipated. This may require the filling or restoration to cover more tooth surfaces. Further, it is possible the cavity is so large; a potential root canal therapy may be required. In turn this may lead into the tooth requiring a restoration with a crown (cap). Also, we may find a fracture within the tooth. This can lead to either the tooth requiring extraction, or having other treatment(s) that were not originally anticipated.

The most common type of treatment change usually occurs with the additional amount of tooth surface needing to be covered with a filling or restoration. When this or the other scenario's occur, the price of treatment will be more than you were originally notified. This change in price is usually **not** dramatic. Much less common are changes from fillings to root canal therapy treatments. Most of the time, we can give you good warning there is a possibility of the treatment becoming more involved (and more expensive) prior to the initiation of your scheduled treatment. Other treatment changes are possible, but extremely rare. More involved procedures, such as root canal therapy, crown and bridgework, implants, etc. are much more expensive than having a typical filling. There are other possibilities of changing treatment plans. We cannot always know in advance when this will happen. We will **absolutely** tell you as soon as is possible.

9. NO GUARANTEES

WE CAN'T IN ANY WAY GUARANTEE ANY TREATMENT RESULT. IT IS BOTH AGAINST THE LAW, AND CONSIDERED UNPROFESSIONAL. However, we can give you are best professional guess as to the outcome of the procedure. We can use both our extensive case histories in our office, and common results that may appear in various dental journals.

10. SAVING TEETH

This office is geared towards trying to save your teeth. We will not extract your teeth unless there is a medical, dental or financial reason to do so. Losing your teeth almost always comes back to haunt you in the future. The surrounding bone generally goes away over time and there is an increasing chance of problems arising with your jaws, remaining teeth, supporting bone and even your digestive system and overall health.

11. TAKING PICTURES

We have the ability of taking high quality color motion and still digital photography. Pictures can be saved electronically, or on paper. We will take various pictures of you for one or more of the following reasons: 1. Save them as part of your permanent treatment record, 2. Show other patients or people in the dental or medical fields who have similar problems, or to show techniques that are performed in this dental practice, 3. Use in publications (such as dental journals), 4. Use in lectures to other dental and medical professionals, 5. Use for in house advertising. Unless you give us prior permission, we will not show any identifying features that will expose your privacy.

12. COPYING FEES

This office will make copies of the parts of your dental patient record you request in writing from us. We will in no way release any part of your original patient records. These records are considered medical/legal documents, and under NYS Law will remain the property of this office. There is a \$0.75 charge per page copying fee. Other charges may apply. Any requests must be made in writing. The amount of the copying fee depends on what portion of your patient record(s) you may want copied. Patient records may contain one or more of the following: 1. Computerized summary of all procedures, payments, charges, and other information pertaining to your account, 2. Photographs and/or motion pictures (printed and/or digitized and/or taped), 3. Study models, 4. X-rays (various types and/or sizes and/or digitized and/or printed), 5. The personal, financial, medical, and notice of privacy practices sections contained within this pamphlet, 6. Ask if your record(s) contains any other information.

If you are bringing any x-rays, or other material which is listed in the above paragraph, from another dental office and we use this material for any diagnosing or treatment planning. You must agree to let this material become the immediate and permanent property of this dental practice. You will then be subject to the same copying fees mentioned above.

NOTICE OF PRIVACY PRACTICES

Effective date of notice: 2/6/2012

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 your legal obligation to keep health information that identifies you as 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 right you have regarding it.

TREATMENT, PAYMENT, AND HEALTHCARE 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; 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; 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; 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.

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 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 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;
- Disclosures related to workers compensation programs;
- Disclosures of a "limited data set" for research, public health, or health care operations;
- Incidental disclosures that are 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;

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. Also, we may call or write to notify you of other treatments or services available at our office that may 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 or use the 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.

YOU’RE 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 can agree, we must honor the restrictions that you want. To ask for restriction, send a written request to the office contact person at the address shown at the beginning of this notice.
- Ask us to communicate with you in any 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 costs. If you want to ask for confidential communications, send a written request to the office contact person at the address 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 to have a copy of your health information within 30 days of asking us (or 60 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 shown at the beginning of this notice.
- Ask us to amend your health information if you think it is incorrect or incomplete. If we agree, we will amend the information within 60 days of when you ask us. We will send you 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 days 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 shown at the beginning of this notice.
- Get a list of the disclosures that we have made of your health information within the past 6 years (or 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; 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, send a written request to the office contact person at the address 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 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 practice 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 and have copies available.

COMPLAINTS

If you think that we have not properly respected the privacy of our health information, you are free to complain to us or the US Dept. of Health and Human Services, Office of 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 address 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.

COMBINED SIGNATURE SECTION – YOUR COPY – DO NOT SIGN THE BELOW SECTION

The following is a space condensed verbatim copy of your actual “Combined Signature Section” located on page 13

PART 1

You have read, understand, and agree to abide by all of the terms, and conditions described in the above mentioned OFFICE POLICIES/CONTRACT (pgs. 2-4). Also, you state the PATIENT REGISTRATION on pg. 8 and MEDICAL HISTORY form located above on pgs. 9-10 was filled out truthfully. I additionally acknowledge receipt of a copy of Aspire® Family Dental, PLLC dba Aspire® Family Dental NOTICE OF PRIVACY PRACTICES (pg. 5-7) & AUTHORIZATION FOR RELEASE OF IDENTIFYING HEALTH INFORMATION (pg. 11).

PART 2

COLLECTION AGREEMENT: In case of default of payment of the required installments, the whole of the principal sum unpaid at that time shall become immediately due and payable at the option of the holder of this CONTRACT [Aspire® Family Dental, PLLC dba Aspire® Family Dental]. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33.33% of the debt, and all costs and expenses, including reasonable attorney’s fees, we incur in such collection efforts. These costs and/or fees will be added to the principal sum as stated above.

PART 3

ASSIGNMENT AND RELEASE: I have reviewed this statement of charges, and hereby authorize payment directly to Aspire® Family Dental, PLLC dba Aspire® Family Dental of insurance benefits otherwise payable to me. I authorize release of any information relating to this claim. I am responsible for ALL costs of dental related treatment(s) and fee(s).

PATIENT NAME (PRINT): _____ DATE: _____

GUARANTOR SIGNATURE: _____ DATE: _____

CONTRACT HOLDER: ASPIRE® FAMILY DENTAL, PLLC dba Aspire® Family Dental DATE: _____