



# TRANQUILITY

## HEALTH

**Email to:** info@tranquilityhealth.com

**Fax to:** 925-644-2701

**Mail to:** 140 Mayhew Way, Suite 102, Pleasant Hill, CA 94523

**Questions? Call us at:** 925-644-2700

## NOTICE OF PRIVACY PRACTICES

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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

We are required by applicable federal and state law to maintain the privacy of your health information. We are also required to give you this Notice about our privacy practices, our legal duties, and your rights concerning your health information. We must follow the privacy practices that are described in this Notice while it is in effect.

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 the 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 practice, we will change this Notice and make the new Notice available upon request.

You may request a copy of our notice at any time. For more information about our privacy practices, or for additional copies of this notice, please contact us using the information listed at the end of this notice.

### USES AND DISCLOSURES OF HEALTH INFORMATION

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

**Treatment:** We may use or disclose your health information to a physician or other healthcare provider providing treatment to you. **Payment:** We may use and disclose your health information to obtain payment for services we provide to you.

**Healthcare Operations:** We may use and disclose your 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.

**Your authorization:** You consent to receiving HIPAA-compliant electronic communications, such as email and text messages regarding treatment, payment, and health care operations. In addition to our use of your health information for treatment, payment or healthcare 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 was 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. We may disclose your health information to a family member, friend or other person to the extent necessary to help with your healthcare or with payment for your healthcare, but only if you agree that we may do so.

**Persons Involved In Care:** We must 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 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



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will disclose health information that is directly relevant to the person's involvement in your healthcare. 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.

**Marketing Health-Related Services:** We will not use your health information for marketing communications without your written authorization.

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

**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 institution or law enforcement official having lawful custody of protected health information of inmate or patient under certain circumstances.

**Appointment Reminders:** We may use or disclose your health information to provide you with appointment reminders (such as voicemail messages, postcards, or letters). We may contact you by using a postcard, letter, phone call, voice message, text or email.

### **PATIENT RIGHTS**

**Right to Access and Review:** You may request to access and review a copy of your health information. We may deny your request under certain circumstances. You will receive written notice of a denial and can appeal it. We will provide a copy of your health information in a format you request if it is readily producible. If not readily producible, we will provide it in a hard copy format or other format that is mutually agreeable. If your health information is included in an Electronic Health Record, you have the right to obtain a copy of it in an electronic format and to direct us to send it to the person or entity you designate in an electronic format. We may charge a reasonable fee to cover our cost to provide you with copies of your health information.

**Right to Amend:** If you believe that your health information is incorrect or incomplete, you may request that we amend it. We may deny your request under certain circumstances. You will receive written notice of a denial and can file a statement of disagreement that will be included with your health information that you believe is incorrect or incomplete.

**Right to Restrict Use and Disclosure:** You may request that we restrict uses of your health information to carry out treatment, payment, or health care operations or to your family member or friend involved in your care or the payment for your care. We may not (and are not required to) agree to your requested restrictions, with one exception: If you pay out of your pocket in full for a service you receive from us and you request that we not submit the claim for this service to your health insurer or health plan for reimbursement, we must honor that request.

**Right to an Accounting of Disclosures:** You have a right to receive an accounting of disclosures of your health information for the six (6) years prior to the date that the accounting is requested except for disclosures to carry out treatment, payment, health care operations (and certain other exceptions as provided by HIPAA). The first accounting we provide in any 12-month period will be without charge to you. We may charge a reasonable fee to cover the cost for each subsequent request for an accounting within the same 12-month period. We will notify you in advance of this fee and you may choose to modify or withdraw your request at that time.



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Right to a Paper Copy of this Notice: You have the right to a paper copy of this Notice. You may ask us to give you a paper copy of the Notice at any time (even if you have agreed to receive the Notice electronically). To obtain a paper copy, ask the Privacy Official.

Our Right to Change Our Privacy Practices and This Notice: We reserve the right to change the terms of this Notice at any time. Any change will apply to the health information we have about you or create or receive in the future. We will promptly revise the Notice when there is a material change to the uses or disclosures, individual's rights, our legal duties, or other privacy practices discussed in this Notice. We will post the revised Notice on our website (if applicable) and in our office and will provide a copy of it to you on request.

### HOW TO MAKE COMPLAINTS

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

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 complain to us using the contact information listed at the end of this notice. You also may submit a written complaint with the U.S. Department of Health and Human Services upon request.

We support your right to the privacy of your health information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Office Telephone: 925-644-2700

Fax: 925-644-2701

Email Address: info@TranquilityHealth.com

### ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

*\*You May Refuse to Sign This Acknowledgment\**

I, \_\_\_\_\_, have received a copy of this office's Notice of Privacy Practices.  
[Patient's Name]

Print Name of Patient/POA/Guardian: \_\_\_\_\_

Signature of Patient/POA/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

### PHOTO CONSENT

I authorize Tranquility Health affiliated healthcare providers to take photographs before, during, and after treatment for dental/medical records and/or marketing material, including social media websites. I further understand that if the photographs are used, names or other identifying information will be kept confidential. I do not expect compensation, financial or otherwise, for the use of these photographs.

Check here if you do not want photographs used for any of the purposes above.



## **ARBITRATION AGREEMENT**

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**Article 1: Agreement to Arbitrate All Disputes Including Medical Malpractice:** It is understood that all disputes including any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings.

Both parties to this Contract, by entering into it, are giving up their constitutional right to have any such dispute decided in court before a jury, and instead are accepting the use of arbitration. It is further understood that any dispute related to or arising from any charges, billings, payments, financing, debt collection, solicitations and/or marketing relating to any medical or dental services offered by or rendered by Tranquility Health or it's the treating dentist will be determined by submission to arbitration as provided under the terms outlined.

**Article 2: All Claims Must Be Arbitrated:** It is the intention and agreement of the parties this arbitration agreement shall cover all claims or controversies relating to the matters described in Article 1 above, except claims within the jurisdiction of the Small Claims Court, whether in tort (intentional or negligent), contract, or otherwise, including but not limited to suits relating to the matters described in Article 1 and also involving claims for loss of consortium, wrongful death, discrimination, emotional distress, or punitive damages. Arbitration under this Contract shall bind all parties whose claims as described in Article 1 may arise out of or relate to treatment or services provided or not provided by Tranquility Health Dental Services, Inc. ("Tranquility Health") or any employee or agent or provider of Tranquility Health, including any spouse or heirs of Patient and any children, whether born or unborn, at the time of the occurrence giving rise to any claim.

The undersigned understands and agrees that if the undersigned signs this Contract on behalf of some other person for whom the undersigned has responsibility besides the undersigned, such person(s) will also be bound, along with anyone else who may have a claim arising out of the treatment or services rendered to that person. The reference to Tranquility Health includes the corporation, and its employees, agents and providers.

**Article 3: Class Action Waiver:** It is the intention and agreement of the parties that any arbitration brought under this agreement shall be conducted individually only, and not on a class, collective, or representative basis. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, or representative action, or as a member in any purported class, collective, representative proceeding ("Class Action Waiver"). Disputes regarding the validity and enforceability of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) a civil court of competent jurisdiction finds all or part of the Class Action Waiver unenforceable, the class, collective, and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration

**Article 4: Procedures and Applicable Law:** Patient shall initiate arbitration by serving a Demand for Arbitration on Tranquility Health and each defendant. The claim shall be mailed by U.S. mail, postage prepaid, to 140 Mayhew Way, Suite 102, Pleasant Hill, CA 94523. A Demand for Arbitration must be communicated in writing to all parties, identify each defendant, describe the claim against each party, and the amount of damages sought, and the names, addresses and telephone numbers of the Patient and his/her attorney. Patient and



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Tranquility Health agree that any arbitration shall be conducted by a single, neutral arbitrator selected by the parties and shall be resolved using the rules of the American Arbitration Association then in effect when the requirements are met for a demand for arbitration (at <https://www.adr.org/>). (Arbitration, however, shall not be conducted by the American Arbitration Association and shall be conducted by an arbitration agency mutually selected by the parties in the county in which the dispute occurred). Patient shall pursue his/her claims with reasonable diligence, and the arbitration shall be governed under Civil Code §§ 3333.1 and 3333.2, Code of Civil Procedure §§ 340.5, 667.7, 1281-1295 and the Federal Arbitration Act (9 U.S.C. §§ 1- 9), occasionally. The parties shall bear their own costs, fees, and expenses along with a pro-rata share of the arbitrator's fees and expenses.

**Article 5: Retroactive Effect:** Patient intends this Contract to cover services rendered by Tranquility Health not only after the date it is signed (including, but not limited to, emergency treatment), but also before it was signed. **Article 6: Severability:** If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

I understand that this Contract is voluntary and that if I do sign it, I may rescind it only by giving written notice which must be delivered to and received by Tranquility Health at the address outlined in Article 4 within 30 days of signature. I understand that I have the right to receive a copy of this Contract. By my signature below, I acknowledge that I have read and understand the Contract, agree to its terms and have received a copy.

**NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.**

Print Name of Patient/POA/Guardian: \_\_\_\_\_

Signature of Patient/POA/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

### TRANQUILITY HEALTH'S AGREEMENT TO ARBITRATE

In consideration of the foregoing agreements under this Contract, Tranquility Health likewise agrees to be bound by these terms Contract and to the rules specified in Article 4 above.

Print Name Tranquility Health Employee: \_\_\_\_\_

Signature of Tranquility Health Employee: \_\_\_\_\_ Date: \_\_\_\_\_

A signed copy of this document is to be given to Patient.  
The Original is to be filed in Patient's dental chart.