

# TROY FAMILY DENTAL

## PF-2000 Acknowledgement of Receipt of Notice of Privacy Practices

Dr. Richard R. Boatman, Jr., Dr. Jordan Spencer and authorized personnel reserve the right to modify the privacy practices outlined in the notice.

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

Furthermore, should a meritorious dental malpractice case or cause of action be initiated or pursued, I (the patient) and/or my representative agree to use expert witness (es) who practice primarily in the same specialty as Dr. Boatman and Dr. Spencer. Furthermore, I agree that these expert witnesses will be members in good standing of and adhere to the guidelines and/or code of conduct defined for expert witnesses by the American Dental Association.

In further consideration for this, Dr. Boatman and Dr. Spencer agree to the same stipulations.

I have read a copy of and understand the Notice of Privacy Practices for Troy Family Dental.

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Name of Patient (Print) \_\_\_\_\_

Signature of Patient \_\_\_\_\_ Date \_\_\_\_\_

Signature of Patient Representative \_\_\_\_\_

Relationship to Patient \_\_\_\_\_

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\_\_\_\_\_ Office Use Only \_\_\_\_\_

We attempted to obtain written acknowledgement of receipt of our Notice of Privacy Practices, but acknowledgement could not be obtained because

Individual refused to sign

Communication barriers prohibited obtaining the acknowledgement

An emergency situation prevented us from obtaining acknowledgement

Other (Please Specify)

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## Mutual Agreement

Dr. Boatman, Dr. Spencer and Troy Family Dental agree to provide treatment to \_\_\_\_\_  
\_\_\_\_\_. Dr. Boatman and Dr. Spencer take pride in being able to extend a greater degree of privacy than is required by law.

Federal and State privacy laws are complex. Unfortunately, some dental offices try to find loopholes around these laws. For example, dentists are forbidden by law from receiving money for selling lists of patients or medical information to companies to market their products or services directly to patients without authorization. Some dental 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. Dr. Boatman and Dr. Spencer believe this is improper and may not be in the patients' best interest. Accordingly, Dr. Boatman and Dr. Spencer agree not to provide medical/dental information for the purpose of marketing directly to the patient. Regardless of legal privacy loopholes, Dr. Boatman and Dr. Spencer will never attempt to leverage its relationship with you by seeking your consent for marketing products for others.

We want your feedback. If our office gets it right, tell us. If we could do something better, tell us. We take quality improvement seriously. While there are scores of "rating sites" in cyberspace, many fail to provide useful information. Let's get it done right. We can make recommendations as to which sites follow minimum standards for fairness and balance. Just ask us.

Dr. Boatman and Dr. Spencer have invested significant financial and marketing resources in developing the practice. Nothing in this Agreement prevents you from posting commentary about Dr. Boatman and/or Dr. Spencer— their practice, expertise, and/or treatment – on web pages, blogs, and/or mass correspondence. In consideration for treatment and the above noted patient protection, if you prepare such commentary for publication about Dr. Boatman and/or Dr. Spencer you exclusively assign all Intellectual Property rights, including copyrights, to Dr. Boatman and/or Dr. Spencer for any written, pictorial, and/or electronic commentary. This assignment shall be operative and effective at the time of creation (prior to publication) of the commentary.

This Agreement shall be in force and enforceable for a period of five years from Dr. Boatman and Dr. Spencer's last date of service to you. As a matter of office policy, Dr. Boatman and Dr. Spencer are requiring all patients in its practice sign the Mutual Agreement so as to establish that any anonymous or pseudonymous publishing or airing of commentary will be covered by this agreement for all Troy Family Dental's patients. Further, this Agreement will survive for a minimum of three years beyond any termination of the Dentist-Patient relationship.

You and Troy Family Dental acknowledge that breach of this Agreement may result in serious, irreparable harm. You and Dr. Boatman and/or Dr. Spencer 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.

SO AGREED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_. \_\_\_\_\_ (patient)

**TROY FAMILY DENTAL**