Notice of Privacy Practices

Calm Dental Care | Douglas R. Maxson, DDS

Revision date October 5, 2026 - Effective date

This notice describes how we may use and disclose your health information and how you can access it. Please review it carefully.

Our Responsibilities

We are required by federal and state law to protect your health information, provide this notice, and follow it while it is in effect. This notice applies to our dental practice, including staff and service providers handling protected health information on our behalf. When applicable law provides greater privacy protections, we follow those protections.

We will notify you as required by law if a breach of your unsecured protected health information occurs. You may request a paper copy of this notice at any time, even if you previously agreed to receive it electronically.

How We Use and Share Your Information

Treatment: We may use and share information with dentists, physicians, laboratories, specialists, and other providers involved in your care. For example, we may send X-rays and treatment information to a specialist.

Payment: We may use and share information to bill for dental services, obtain insurance benefits, and collect payment. We may also share information for another covered provider's payment activities when permitted by law.

Practice operations: We may use and share information to operate our practice, assess quality, train staff, review professional performance, meet licensing requirements, and prevent fraud or abuse. Service providers must protect information as required by law. Sharing for another covered organization's operations is limited to circumstances permitted by law.

Patient communications: We may contact you about appointments, treatment alternatives, or related services. Tell us if you need a particular communication method or location.

Family and others involved in your care: We may share relevant information with someone involved in your care or payment when you agree, do not object, or when otherwise permitted by law. During an emergency or if you cannot express a preference, we may use professional judgment to act in your best interest. We may also share information for authorized disaster-relief activities.

Other legally permitted disclosures: Subject to applicable legal conditions, we may disclose information for public health and safety; suspected abuse, neglect, or domestic violence; health oversight; lawful research; workers' compensation; court proceedings and law enforcement; coroners, medical examiners, funeral directors, or organ procurement; and authorized military, national-security, or correctional activities. Dental records may, for example, help a medical examiner identify a deceased person.

Uses Requiring Written Authorization

Uses and disclosures not described in this notice or otherwise permitted by law require your written authorization. This includes marketing or sale of protected health information when authorization is required, and most disclosures of psychotherapy notes, if we hold such notes. You may revoke an authorization in writing; revocation does not undo disclosures already made in reliance on it.

If we hold substance use disorder records protected by 42 CFR Part 2, additional restrictions apply. We will not use or disclose those records in investigations or proceedings against you without your written consent or a qualifying court order and subpoena. If we use such records for fundraising, we will provide advance notice and a choice about receiving those communications. You may opt out of fundraising communications.

Your Rights

Access your records: You may request to inspect or obtain paper or electronic copies of your health information, subject to limited legal exceptions. Send your request in writing to our office. We will provide your requested format if readily producible, or agree with you on an alternative. We generally respond within 30 days, or sooner when applicable law requires. If a lawful extension is needed, we will explain it in writing. Any copying fee will be reasonable, cost-based, and limited to charges allowed by law. A summary may be provided only with your agreement, including agreement to any fee. If access is denied, we will explain the reason and any review rights.

Request corrections: You may request an amendment in writing and explain your reason. We may deny a request as permitted by law and will explain the decision and your right to submit a statement of disagreement. We generally respond within 60 days, subject to legally permitted extensions.

Request an accounting of disclosures: You may request a list of certain disclosures during the six years before your request. The list generally excludes treatment, payment, practice operations, authorized disclosures, and other legally excluded disclosures. The first accounting in a 12-month period is free. We will explain any permitted fee for additional requests in advance.

Request restrictions: You may ask us to limit particular uses or disclosures. We are not always required to agree. However, if you pay for a service in full out of pocket and ask us not to share information solely about that service with your health plan for payment or operations, we must honor the request unless disclosure is required by law. We follow other restrictions we accept, subject to legally permitted exceptions.

Request confidential communications: You may ask us to contact you in a different way or at a different location. We accommodate reasonable requests. Tell us the method or location you prefer; you do not need to explain why.

Choose a personal representative: A verified legal guardian, health care agent, or other authorized personal representative may exercise applicable rights on your behalf, subject to legal exceptions.

Questions and Complaints

Contact our Privacy Officer at Calm Dental Care, 1198 S De Anza Blvd, San Jose, CA 95129, telephone (408) 996-0176. You may ask questions or complain about our privacy practices or decisions concerning your information.

You may also file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights at https://www.hhs.gov/hipaa/filing-a-complaint/index.html, by telephone at 1-877-696-6775, or by mail to 200 Independence Avenue SW, Washington, DC 20201. We will not retaliate against you for filing a complaint.

Changes to This Notice

We may revise this notice as permitted by law. Revised terms may apply to information we already hold and information received later. The current notice will be available in our office, upon request, and on our website, with its effective date.

Acknowledgement of Receipt of Privacy Notice

I acknowledge receipt of Calm Dental Care's Notice of Privacy Practices. My signature confirms receipt; it does not waive my privacy rights or authorize treatment or additional disclosures. I may refuse to sign this acknowledgement.

Printed patient name _____

Patient or representative signature _____ Date _____

Representative name and authority if applicable _____

Optional Permission to Discuss Your Care

I authorize the office to discuss information relevant to my care or payment with the people listed below. This permission does not authorize unrestricted release of my complete records. I may withdraw this permission in writing at any time; withdrawal does not affect disclosures already made.

Name _____ Relationship _____

Name _____ Relationship _____

Patient or representative signature _____ Date _____

For Office Use Only

If written acknowledgement could not be obtained, document the reason:

☐ Patient declined to sign

☐ Emergency prevented acknowledgement

☐ Unable to communicate with the patient

☐ Other

Details _____

Employee signature _____ Date _____

Informed Consent

TREATMENT TO BE DONE: I understand and consent to having any treatment done by the dentist after the procedure, the risks, benefits, and the costs have been fully explained. These treatments include but are not limited to x-rays, cleanings periodontal treatment, fillings, crowns, bridges, extractions, root canals, and/or dentures.

DRUGS AND MEDICATION: I understand that antibiotics, analgesics and other medications can cause allergic reactions causing redness and swelling of tissues, pain, itching, vomiting, and/or anaphylactic shock.

CHANGES IN TREATMENT PLAN: Unexpected findings may require a change in the proposed treatment. The dentist will explain material changes, reasonable alternatives, risks, benefits, and additional costs and obtain further consent when appropriate.

REMOVAL OF TEETH: I understand that there are alternatives to tooth removal (root canal therapy, crowns, and periodontal surgery, etc.) and I agree to completely understand these alternatives, including their risks and benefits prior to authorizing the Dentist to remove teeth and any others necessary for reasons as above. I understand removing teeth does not always remove all the infection. If present, it may be necessary to have further treatment. I understand the risks involved in having teeth removed, some of which are pain, swelling, spread of infection, dry socket, loss of feeling in my teeth, lips tongue and surrounding tissue that can last for an indefinite period of time along with a fractured jaw. I understand I may need further treatment by a specialist if complications arise during or following treatment, the cost of which is my responsibility.

CROWNS (CAPS) AND BRIDGES: I understand that sometimes it is not possible to match the color of natural teeth exactly with artificial teeth. I further understand that I may be wearing temporary crowns, which may come off easily and that I must be careful to ensure that they are kept on until the permanent crowns are delivered. It is my responsibility to return for permanent cementation within 20 days from tooth preparation, as excessive delays may allow for tooth movement, which may necessitate a remake of the crown, bridge, or cap. I understand there will be additional charges for remakes due to my delaying permanent cementation, and I realize the final opportunity to make changes in my new crown, bridge, or cap (including shape, fit size, and color) will be before permanent cementation.

ENDODONTIC TREATMENT (ROOT CANAL): I understand that there is no guarantee that root canal treatment will save a tooth, and that complications can occur from the treatment, and that occasionally root canal filling materials may extend through the tooth which does not necessarily affect the success of the treatment. I understand that endodontic files and drills are very fine instruments and stresses with their manufacture and calcifications present in teeth can cause them to break during use. I understand that referral to an endodontist means that additional endodontic treatments may be necessary following any root canal treatment, and I agree that I am responsible for any additional costs for treatment performed by the endodontist. I understand that a tooth may require extraction despite all efforts to save it.

PERIODONTAL DISEASE: I understand that periodontal disease is a serious condition causing gum and bone inflammation and/or loss and that it can lead to the loss of my teeth. I understand the alternative treatment plans to correct periodontal disease, including gum surgery, tooth extractions, with or without replacement. I understand that undertaking any dental procedures may have a future adverse effect on my periodontal condition.

FILLINGS: I understand that care must be exercised in chewing on fillings, especially during the first 24 hours to avoid breakage. I understand that a more extensive filling or a crown may be required, as additional decay or fractures may become evident after initial excavation. I understand that significant sensitivity is a common, but usually temporary aftereffect of a newly placed filling.

DENTURES - I understand that wearing dentures can be difficult. Sore spots, altered speech, and difficulty in eating are common problems. Immediate dentures (placement of a denture immediately after extractions) may be painful. Immediate dentures may require considerable adjusting, and several relines. I understand that it is my responsibility to return for delivery of the dentures. I understand that failure to keep my delivery appointment may result in poorly fitted dentures. If a remake is required due to my delays of more than 30 days, there will be additional charges. A permanent reline will be needed later, which is not included in the denture fee. I understand that all adjustments are included in the denture fee for a period of six months from the date of delivery, and that any and all adjustments/alterations of any kind after this initial period are subject to charges.

I understand that dentistry is not an exact science, and that no dentist can properly guarantee results.

I hereby authorize any of the doctors or dental auxiliaries to proceed with and perform the dental restorations and treatments as explained to me. I understand that this is subject to modification depending on unforeseen or undiagnosable circumstances that may arise during treatment. I understand that regardless of any dental insurance coverage I may have, I am responsible for payment of dental fees. I agree to pay any attorney's fees, collection fee, or court costs that may be incurred to satisfy any obligation to this office.

Patient signature _____ Date _____

Doctor signature _____ Date _____

Website Privacy Policy

Calm Dental Care | www.calmdentalcare.com | Revised October 5, 2026

About This Policy

This policy explains how we handle information collected through our website, including inquiries and technical data. Our Notice of Privacy Practices separately explains how we handle protected health information. Website submissions may qualify as protected health information depending on their content and context; submitting them online does not automatically exclude them from HIPAA.

Information We Collect and Use

We collect information you submit through contact or appointment request forms, such as your name, phone number, email address, and message. We use it to answer inquiries, arrange appointments, and communicate with you.

Our website and service providers may also collect IP addresses, browser and device details, pages visited, and access dates and times for operation, security, troubleshooting, and usage analysis. This information may identify or be associated with a visitor and is not necessarily anonymous.

Sharing Information

Providers supporting hosting, forms, scheduling, and communications may process information as needed to perform those services. We may also disclose information when required by law. We do not sell or rent personal information or disclose it to third parties for their own marketing purposes.

Forms and Sensitive Information

Do not include detailed medical histories, insurance identification numbers, Social Security numbers, or other sensitive information in general website forms. Call our office for guidance on providing these details appropriately. Website forms are not intended for emergencies.

Cookies and Third Party Services

Cookies and similar technologies may support website features and measure usage. Embedded videos, maps, and external scheduling services may collect information under their own privacy policies. Manage cookies through your browser settings; blocking them may affect website features.

Tracking and Privacy Signals

The website does not respond to browser Do Not Track signals. We do not authorize third parties to collect personal information through this website about visitors' activities over time and across other websites. We honor applicable opt-out preference signals where legally required.

Your Choices and Requests

You may contact us by phone instead of submitting a form. To ask about information you supplied, request a correction, or make an applicable privacy request, contact our office. We may verify your identity before responding. Some information may need to be retained for legal or operational reasons.

Retention Security and Changes

We retain information according to its purpose and applicable legal requirements. No internet transmission or storage system is guaranteed completely secure. We post revisions here, update the revision date, and provide additional notice when legally required.

Contact Us

Calm Dental Care | 1198 S De Anza Blvd, San Jose, CA 95129
Telephone (408) 996-0176. Please ask for the person responsible for privacy questions.