## **REGISTRATION & FINANCIAL POLICY**

(Please Print)	Name	Social Security #	DOB	Sex	Relationship
Patient				□M □ŧ	\$elf Insured
Primary Subscriber Guardian (If Minor)				□M □F	□\$pouse □Child
Secondary Subscriber				□M □F	□\$pouse □Child
	Primary Subscriber Insurance	Secondary Subscriber Insurance			
Subscriber ID					
Employer					
Insurance Company					
Insurance Address					
Insurance Phone #					
Group #					

## CONSENT FOR USE AND DISCLOSURE OF HEALTH INFORMATION

- Notice of Privacy Practices: You have the right to read our Notice of Privacy Practices before you decide whether to sign this Consent. Our Notice provides a description of our treatment, payment activities, and healthcare operations, of the uses and disclosures we may make of your protected health information, and of other important matters about your protected health information. A copy of our Notice accompanies this Consent. We encourage you to read it carefully and completely before signing this Consent.
- We reserve the right to change our privacy practices as described in our Notice of Privacy Practices. If we change our privacy practices, we will
  issue a revised Notice of Privacy Practices, which will contain the changes. Those changes may apply to any of your protected health
  information that we maintain.
- You will have the right to revoke this Consent at any time by giving us written notice of your revocation submitted to the Contact Person listed above. Please understand that revocation of this Consent will *not* affect any action we took in reliance on this Consent before we received your revocation, and that we may decline to treat you or to continue treating you if you revoke this Consent.
- You may obtain a copy of our Notice of Privacy Practices, including any revisions of our Notice, at any time.

## **FINANCIAL POLICY**

- All fees including co-payments are due at the time of service. Payment options are the following: personal checks, money order, cash, and Visa / MasterCard. Our office does not offer in house financing, however we do offer financing through an outside finance company.
- Our office will bill your insurance company as a courtesy to you. We will provide you with an insurance estimate prior to any treatment. This is just an estimate and the amount the insurance company pays may be different than what we have estimated. If for any reason your insurance does not pay the estimated amount than you the patient or the parent / guardian (if minor) become responsible for the balance of the amount.
- From time to time treatment may differ from the proposed treatment plan that you were given during the examination appointment. You will be informed of any of these unforeseen changes.
- I give my permission to the dentist and his/her staff to contact my employers Human Resource department to receive any needed benefit information for myself and family members that have coverage under the same insurance policy.

# PATIENT RESPONSIBILITY AGREEMENT

- As a dental patient receiving care at this office, you are responsible for coming to your dental appointment on time.
- CANCELLATION: If you cannot come to a scheduled dental appointment, please call the office at least 24 hours prior to the appointment. This allows us to fill the time with another patient. A \$50.00 charge may be applied if at least 24 hours notice is not given. Penalty fees have to be paid before new appointments can be made.
- LATE ARRIVALS: Please be on time for your appointment. If you are more than 15 minutes late we may have to reschedule your appointment.
- CHILDREN UNDER 18 YEARS OF AGE: A parent or legal guardian must come with children for their appointments. We cannot treat children under the age of 18 without the permission of a parent or guardian.
- **UNATTENDED CHILDREN:** We ask that children not be in the operatory during treatment of their parents, guardians, or other family members except in cases where the doctor deems it necessary. This is for the safety of the child. If children are disruptive in the waiting area, we will ask that the parent, guardian or family members to reschedule their appointment for another time when proper supervision can be provided.

## **DOCTOR-PATIENT ARBITRATION AGREEMENT**

The doctor ("Doctor") and the undersigned patient ("Patient") have agreed:

<u>Article 1: Agreement to Arbitrate</u>: The parties to this agreement are Doctor and Patient. It is understood that any dispute as to dental malpractice, whether any dental services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration and not by a lawsuit or resort to court process except as state law provides for judicial review or arbitration proceedings. **BOTH PARTIES TO THIS CONTRACT, BY ENTERING INTO IT, ARE GIVING UP THEIR CONSTITUTIONAL RIGHTS TO** 

## **REGISTRATION & FINANCIAL POLICY**

#### HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW BEFORE A JURY AND INSTEAD ARE ACCEPTING THE USE OF ARBITRATION.

Article 2: All Claims Must Be Arbitrated: It is the intention of the parties that this agreement bind all parties whose claims may arise out of related dental treatment provided by the Doctor including any spouse or heirs of the Patient and any children, whether born or unborn, at the time of the occurrence. The term "Patient" herein shall mean both the mother and the mother's expected child or children.

THE SOLE METHOD FOR RESOLVING SUCH DISPUTE SHALL BE BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The parties hereby agree that they shall submit their controversy to an Arbitrator who is a dentist licensed in the state that treatment was performed.

All claims for momentary damages exceeding the jurisdictional limit of the small claims court against the Doctor and the Doctor's partners, associates, association, corporation or partnership, and the employees, agents, and estates of any of them, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress or punitive damages. Filing of any action in any court by the Doctor to collect any fee from the Patient shall not waive the right to compel arbitration of any dental malpractice claim. Following the assertion of any claim against the Doctor, any fee dispute, whether or not the subject of any existing court action, shall also be resolved by arbitration.

Article 3: Procedures and Application Law: A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator within thirty (30) days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty (30) days thereafter. Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator. The parties consent to the intervention and joinder in this arbitration of any person or entity which would otherwise be a proper additional party in any court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration.

Article 4: Payment of Arbitration Costs: The prevailing party in any arbitration pursuant to this agreement shall be awarded all costs, including reasonable attorney's fee and the arbitrator's fees, in prosecuting or defending the claim in arbitration, but not to exceed, \$2500 in amount. Furthermore, if any action is undertaken to set aside or otherwise attack the binding arbitration award, the losing party in the court action shall bear all the prevailing party's costs, including reasonable attorney's fees.

Article 5: Future Services: This agreement shall govern all future services rendered to Patient by Doctor and Doctor's Partners, Affiliates and Associates. Execution of this agreement is a precondition to the furnishing of services by Doctor, but this agreement may be rescinded by written notice by either party within thirty days of signature. After those thirty days, this agreement may be changed or revoked only by written revocation signed by both parties.

Article 6: General Provisions: All claims based upon the same incident, transaction, or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the application state statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence.

Article 7: No Other Representations: The Doctor has made no other representations or statements, oral or written, to induce patient to execute this agreement.

Article 8: Revocation: This agreement may be revoked by written notice delivered to the Doctor within 30 days of signature and if not revoked will govern all dental treatment received by the patient.

IT IS UNDERSTOOD BY THE PATIENT THAT HE OR SHE IS NOT REQUIRED TO USE THE UNDERSIGNED DOCTOR AND THAT THERE ARE NUMEROUS OTHER DOCTORS IN THE IMMEDIATE AREA WHO ARE QUALIFIED TO PROVIDE THE SAME SERVICES.

THIS IS A BINDING LEGAL DOCUMENT WHICH MAY HAVE AN IMPORTANT EFFECT ON YOUR LEGAL RIGHT. CONSULT YOUR ATTORNEY ON ANY QUESTIONS YOU MAY HAVE.

# **AUTHORIZATION AND RELEASE**

- I have read and giving my consent to your use and disclosure of my protected health information to carry out treatment and payment activities.
- I have read and understand the financial policy & patient responsibility agreement.
- I authorize the dentist to perform diagnostic procedures and treatment as may be necessary for proper dental care.
- I authorize and request my insurance company to pay directly to the dental clinic insurance benefits otherwise payable to me.
- I authorize the doctor to release all information necessary to secure the payment of benefits. I understand that I am financially responsible to the dentist and his employer for charges not covered by insurance. If my indebtedness for such charges is placed with an attorney or collection agency for collection, I agree to pay the dentist and his employer for such collection cost, including attorney fees.
- NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF DENTAL MALPRACTICE DECIDED BY NEUTRAL
  ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL SEE ARTICLE 1 OF THIS CONTRACT.

	Patient / Guardian	Witness / Translated By
Name		
Signature		