

# **BELLA TERRA DENTAL**

## **Financial Policy**

I assume financial responsibility for all dental treatment and medications provided. I understand that payment is expected on the date services are provided. Although our office will gladly e-file dental insurance claims as a courtesy to you, any and all account balances are ultimately your responsibility. Insurance plans can vary greatly, and some companies arbitrarily select certain services that they will not cover. I authorize Bella Terra Dental to collect payment from the insurance company. I understand that the insurance company may reimburse only a portion of my bill and that I am ultimately responsible for the full payment. If the insurance company denies a claim for any reason at any time, I understand that I am directly responsible for the payment of the outstanding amount. Please contact us if you make any changes to your dental coverage, so that we may keep accurate and current records of your account. If after 60 days the insurance company has not paid on the claim, I understand I am fully responsible for the total balance. Bella Terra Dental accepts Cash, Visa, Master Card, and Care Credit financing only.

## **Cancellation and No Shows**

When we make your appointment, we are reserving a room for your particular needs. We ask that if you must change an appointment, we require at least a 24-hour advanced notice. This courtesy makes it possible to give your reserved room to another patient who would like it. Repeated cancellations with a maximum of three missed appointments without notice will result in loss of future appointment privileges. We feel that our patient's time is valuable. When your appointment is made, a room is reserved, your records are prepared, and special instruments are readied for your visit. We, of course, would appreciate the same courtesy from you. If you have any questions or issues that are preventing you from keeping your appointments, please call us ahead of time at (209) 224-1801 and we will gladly reschedule your appointment to a more convenient time.

## **HIPAA Acknowledgement**

I acknowledge that I have received a copy of the HIPAA Notice of Privacy Practices. I understand and consent to my medical information being used within the guidelines of The Health Insurance Portability and Accountability Act (HIPAA). I understand the terms and authorize Bella Terra Dental to disclose my dental information to practitioners involved in my care and parties I authorize to receive my dental information.

## **Dental Materials Fact Sheet**

Copies of the Dental Materials Fact Sheet, dated May 2004, are at the front desk and are available to pick up anytime.

Patient's Name: \_\_\_\_\_

Patient's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Parent/Guardian's Signature if patient is a minor)

# BELLA TERRA DENTAL

## ARBITRATION AGREEMENT

**Agreement to Arbitrate:** It is understood that 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 a court of law before a jury, and instead are accepting the use of arbitration.

**All Claims Must Be Arbitrated:** It is the intention and agreement of the parties that 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 pursuant to the terms of this Contract shall bind all parties whose claims as described above may arise out of or in any way

relate to treatment or services provided or not provided by Bella Terra Dental or any employee or agent or providers of Bella Terra Dental, 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, then, in addition to 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 Bella Terra Dental includes the corporation, and its employees, agents and providers. Filing any action in any court by Bella Terra Dental to collect any fee from Patient shall not waive the right to compel arbitration of any claim described above. However, following the assertion of any claim against Bella Terra Dental, any fee dispute, whether or not the subject of any existing court action, shall also be resolved by the same arbitration.

**Procedures and Applicable Law:** Patient shall initiate arbitration by serving a Demand for Arbitration on Bella Terra Dental and each defendant. The claim shall be mailed by U.S. mail, postage prepaid, to: Bella Terra Dental, 1110 W. Kettleman Lane, Suite 47, Lodi, CA 95240. 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 Bella Terra Dental agree that any arbitration hereunder shall be conducted by a single, neutral arbitrator selected by the parties and shall be resolved using the rules of the American Arbitration Association. (Arbitration, however, shall not be conducted by the American Arbitration Association.) Patient shall pursue his/her claims with reasonable diligence, and the arbitration shall be governed pursuant to 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), as in effect from time to time. Retroactive Effect: Patient intends this Contract to cover services rendered by Bella Terra Dental not only after the date it is signed (including, but not limited to, emergency treatment), but also before it was signed as well.

Severability: If any provision of this Arbitration Agreement 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 I have the right to receive a copy of this Contract. By my signature below, I acknowledge that I 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.

Patient's Name: \_\_\_\_\_

Patient's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Parent/Guardian's Signature if patient is a minor)