

# Patient Rights and Responsibilities

## What You Should Know and Understand About Your Dental Care



Welcome to our office - we're excited you have chosen our team as your dental care provider. Our goal as your dentist is to help you and your family establish good, healthy dental habits that will last a lifetime.

**This information is really important.** You should read and understand it before receiving any treatment. Here's why it's important: This document explains rights and responsibilities. It tells you what you should know and understand about dental treatment. It also lets you know exactly how we plan to provide quality dental care to you and your family.

### What we both agree to:

- You are responsible for your and your family's oral health care decisions. Our team will provide information and offer professional advice, but ultimately you make the treatment decisions.
- You are responsible for practicing good hygiene habits at home (eat three healthy meals, brush twice and floss once each day). You are also responsible for coming in to the dental office for regular professional cleanings.
- You are responsible for completing any agreed treatment in order to ensure a healthy outcome. Except in the case of pain, or emergency care, we can refuse treatment to you or your family if you miss appointments without an adequate reason, are disruptive or could, in our judgment, be a risk to other patients, doctors and staff.
- We know that both our patients and doctors have busy schedules, so it is important that you are on time for all scheduled appointments. If we believe there will be a long delay while we attend to the dental needs of other patients, we will tell you and offer alternatives. We ask that you do your best to notify us at least a day in advance if you need to change or cancel your appointment.
- We will treat each other with kindness and respect. Our dental care team will strive to be attentive to your needs and we will answer any questions you may have to the best of our ability.
- Our dentists and other team members will do their best to provide high quality care to all of our patients, without regard to ethnicity, gender, national origin, religion, age, or disability. If we feel your care is best provided by someone else, we will provide you with a referral.
- We will keep details about your health, dentist visits, and treatment plans private in accordance with federal and state privacy requirements. It's your responsibility to give us honest, accurate, and complete information about your medical history and current health status so we can make the most appropriate professional recommendations about your care.

### Before you begin any dental treatment:

After your exam, one of our dentists will provide a treatment plan using their best independent clinical judgment. You will have an opportunity to openly discuss this plan, and how much it will cost, with a dental professional. **If you are not sure about any treatment, what it is, what it is designed to accomplish or why it is needed, you agree to discuss it with your dentist before agreeing to the treatment.**

### Suggested questions to ask before treatment begins:

- Are there any other treatment options?
- How much will this cost?
- How much will I owe if my insurance does not pay?
- Is there a less expensive option?
- What could happen if I go without this treatment?
- Is this treatment likely to solve my problem?

### You can always decide to:

- Accept, delay, or decline any part of the treatment recommendations, including work that is already in progress.
- Use other payment options, such as credit and extended payment plans. You should always understand the additional cost if you don't pay using cash; credit options might be more costly.
- Seek a second opinion. There may be additional cost of receiving a second opinion from another dentist. Please remember that each dentist's opinion might be different. You should choose the treatment option you think is right from a dentist you trust.
- Request a copy of your medical records.

### Our Commitment:

At Kool Smiles, we agree to live up to these responsibilities and provide high quality dental care, protect your privacy, and be a partner on your oral health journey. We will work quickly to address any of your concerns. We want to be your dentist for the long term, so it is important to us to try to resolve any potential issues to your satisfaction.

If you have any questions about our service, your treatment, or your bill, please contact the office, the dentist, or his/her staff. Our Patient Satisfaction Hotline is available for you at any time, toll free, at 1-888-644-9144.

**If you have a concern:**

We strive to create a positive, memorable experience for you during each visit, while providing high quality dental care. As committed as we are to ensuring you have a great experience, we know that from time to time, you may have some concerns about a visit or dental treatment.

If you have a concern about your experience at our office or about a dental treatment, you should attempt to resolve the concern by first speaking with the office manager or dentist. If a satisfactory solution cannot be reached, please use the Patient Satisfaction Hotline available any time at 1-888-644-9144 to share your concerns with a trusted and experienced patient satisfaction representative.

In the unlikely event that your concern or dispute still cannot be addressed satisfactorily, by signing below we mutually agree to resolve any concern or dispute by binding arbitration according to the following agreement:

- Kool Smiles and you/patient agree to have any dispute resolved through binding arbitration by a single, independent and neutral arbitrator. Arbitration is a way to settle a dispute between us without involving courts. It's usually faster, easier, and less expensive for both of us. If you/patient agree to arbitration, the decision is considered final and you/patient cannot go to court or appeal the decision.
- We agree to arbitrate any dispute within 180 days after selection of an arbitrator, unless we both agree to a different deadline.
- The arbitration will occur at a recognized arbitration location near your/patient's residence. This agreement to arbitrate will include all people who might make a claim with or on behalf of you/patient, others making any claims on your/patient's behalf and any claims based on dental treatments provided by us to you/patient or your/patient's family.
- You/patient will always retain the right to file a complaint with Kool Smiles, the Kool Smiles' dentists, or any regulatory agency. This agreement to arbitrate will not apply to disputes of an involuntarily termination of the patient-dentist relationship.
- This agreement to arbitrate will include any dispute against Kool Smiles, as well as its dentists, licensed and unlicensed clinical professionals and assistants, officers, directors, employees, agents, parent entities, subsidiaries, affiliates, and any person or entity you allege to be responsible. This agreement will also include disputes involving the patient, as well as the patient's parent(s), representative, guardian, attorney-in-fact, agent, or any person whose claim is

derived through or on behalf of the patient, including any spouse, child, parent, executor, administrator, personal representative, heir, or survivor, or anyone entitled to bring a wrongful death claim relating to the patient. If you are the patient's parent or guardian, the patient is an intended third-party beneficiary of this agreement.

- This agreement to arbitrate any dispute is governed by the Federal Arbitration Act and will be administered by the American Health Lawyers Association ("AHLA") or its successor, according to its rules of procedure. If the AHLA is unavailable to administer the arbitration, we will work together to identify a mutually acceptable arbitrator, and if we cannot identify a mutually acceptable arbitrator within ten (10) days after being notified about the unavailability of AHLA, then either of us may petition a court to appoint a neutral arbitrator.
- Any arbitrator selected will follow the terms of this agreement to arbitrate and the rules of the AHLA in effect at the time that our agreement was entered. The arbitrator may be removed by mutual written agreement. The arbitrator will resolve all disputes among us, including wrongful death claims and any disputes about the making, enforceability, or scope of our agreement to arbitrate.
- Each of us may be represented by our own lawyer in the arbitration. We each agree to pay our own attorneys' fees and costs, unless otherwise specifically awarded by the arbitrator. The arbitrator may award attorney's fees and expenses to the prevailing party. Kool Smiles will pay the fees of the arbitrator and the AHLA unless otherwise ordered by the arbitrator. We both agree that the issue of how to resolve disputes about the patient's dental care is a healthcare decision and our agreement to arbitrate is a healthcare decision. This agreement to arbitrate will become part of the patient record.
- If any part of our agreement to arbitrate is determined to be invalid, the remaining provisions of our agreement to arbitrate will remain in full force and effect.
- This agreement to arbitrate covers any subsequent care and/or treatment of the patient by Kool Smiles. This agreement remains in effect notwithstanding the discharge of the patient from Kool Smiles or the termination of the patient-dentist relationship.
- Kool Smiles agrees that it will provide prompt dental treatment to you even if this agreement to arbitrate is not signed by you.
- You/patient, may revoke this agreement to arbitrate by providing written notice to us within thirty (30) days of your signature. Any disputes arising prior to revocation will remain subject to our agreement to arbitrate.

**THIS AGREEMENT GOVERNS IMPORTANT LEGAL RIGHTS. PLEASE READ IT CAREFULLY BEFORE SIGNING.**

**This is a voluntary agreement to resolve any dispute that may arise in the future between the parties by binding arbitration. In arbitration, a neutral third party chosen by the parties resolves all disputes between the parties. When parties agree to arbitrate, they waive their right to a trial by jury.**

PATIENT NAME: \_\_\_\_\_

PATIENT OR PATIENT'S PARENT/GUARDIAN - With my signature, I certify that I am the patient, or authorized to sign on behalf of the patient. I represent that the patient has vested in me the authority to sign the agreement to arbitrate on the patient's behalf.

By: \_\_\_\_\_  
Signature Date

Print Name: \_\_\_\_\_ Relationship to Patient: \_\_\_\_\_

**For office use only** (To be completed only if agreement is not signed)

1. Was the patient or guardian provided a copy of the Patient Rights & Responsibilities and did he/she have an opportunity to review with you?  Yes  No

2. Indicate reason patient or guardian did not sign: \_\_\_\_\_

Kool Smiles team member / Date: \_\_\_\_\_