

William D. Titus, DMD, PL
GENERAL & COSMETIC DENTISTRY
542182 U.S. Highway 1, Callahan, FL 32011 -- 904-879-3786

INFORMED CONSENT

I request and authorize William D. Titus DMD and whomever he may designate, and his or her assistant, to perform upon me necessary dental examinations, radiographic examinations and all mutually agreed upon dental procedures as outlined in my treatment plan.

I also request and authorize Dr. Titus and/or his designee to do whatever he/she deems advisable if any unforeseen condition arises in the course of these designated operations or procedures. I also understand that Dr. Titus may, in his professional judgment deem that additional procedures, different from those originally treatment planned, may be necessary. I consent to the treatment on my limited or comprehensive treatment plan and understand that at any time I can ask Dr. Titus or his assistants any question about the risks, benefits, indications and contraindications to any procedure that I may undergo at this facility. I also understand that Dr. Titus will make all efforts to communicate the risks and benefits of all treatment planned procedures, but should I not understand such risks and or benefits, I will communicate such to the attending dentist.

I further consent to the administration of local anesthetics, antibiotics, analgesics or any other drug that may be deemed necessary in my case and understand that there is always an inherent risk in the administration of such drugs. This risk includes allergic reactions that can be life-threatening, cardiac arrest, aspiration, thrombophlebitis (inflammation of the veins), pain, ecchymosis (bruising), discoloration of tissues and injury to both blood vessels and nerves. While most complications are temporary and heal without permanent consequences, some complications can be life threatening. I also understand that inherent in any type of surgery there can be certain unavoidable complications that include, but are not limited to infection, tissue necrosis, uncontrollable post-operative bleeding, swelling, bruising, discomfort pain, stiffness, loosening of dental restorations, inhalation of foreign objects, ingestion of foreign objects, nerve damage (permanent and temporary), jaw fractures and sinus exposures.

I also attest to the fact that I have provided a complete and accurate medical and personal history to my dental care provider and his agents. This includes current drugs I may be using (legal, illicit, prescription, OTC, pharmaceutical and herbal in nature). I also attest that I have provided information about drug allergies I may have knowledge of and medical conditions that I am aware of--this includes, but is not limited to, the need for antibiotic pre-medication for conditions such as artificial joints/valves, heart conditions and certain types of vascular stents.

Finally, I agree to make known any questions I have about my proposed treatment or condition, and make known to the doctor or staff anything I may not understand in this regard. I understand that the doctor and his agents cannot give clarification or more information unless I make my need for such known. We will do our best to explain all procedures, but your understanding and need for additional information cannot always be ascertained unless you make such a need known.

Patient or Guardian's Initials: _____

BROKEN APPOINTMENT POLICY

1. Our doctor has only a limited number of appointment slots on his schedule per day. When you make an appointment, you are reserving his time. This reservation of his time requires that you keep the appointment or cancel your appointment with at least 24-hour notice. Should your appointment be on a Monday, we require 48-hours' notice, in that our office is not open on the weekend and we have no way of filling an appointment slot that you may not want to keep over a weekend.

2. We make significant efforts to remind patients of their appointments 24 hours beforehand, yet we cannot guarantee that we will have adequate time or staff to do this in all circumstances. It is ultimately the patient's responsibility to make a reminder to themselves as to the date and time of their dental appointment, as we cannot always guarantee that we will call you before your appointment. Our failure to call with a courtesy reminder in no way should be seen as a release in your obligation to keep your appointment.

3. Be advised, we do charge for broken appointments. Any patient that does not keep an appointment and does not give our office adequate notice of cancellation (as defined in the preceding paragraph) will be charged the maximum allowable broken appointment fee as allowed under the terms of their dental plan. Should their dental plan, or insurance contract with the dentist, not cap this charge, a fee of up to \$110.00 may be assessed. In most cases, a standard broken appointment fee of \$55 / hr. will be charged. Patients who fail to show for an appointment in which a "major" dental procedure is being contemplated, will be charged accordingly up to our maximum fee of \$110.00 per appointment. Broken appointment charges are posted to your account and will be charged against any credits that maybe on your account. Unpaid broken appointment fees are sent to collections after 90 days. By reserving an appointment time, you are agreeing to this office policy. We do not guarantee appointment slots by credit card as do other service industry businesses--such as hotels. Our appointment slots, however, are no less valuable to us. We reserve appointments without a monetary reservation because you have agreed to this contract.

4. We fully understand that certain unavoidable circumstances do occur and such uncontrollable events do require patients to miss dental appointments. Our doctor and/or his designee may waive a broken appointment fee at his/her discretion. Factors that allow for waivers of broken appointment fees include: the patient's past history of broken appointments, documentation by a physician of an illness, or a physician's office visit, traffic citations, accident reports, receipts from mechanics or towing companies and letters from schools on official letterhead. All such documents that can prove that making your appointment was impossible will be considered when assessing your account for a broken appointment fee. Patients who call without 24 hours notice, explaining why they cannot make their appointment, will also be given consideration for a broken appointment fee waiver.

5. We do NOT consider last minute work schedule changes as an excused absence for a broken appointment. Our office's income cannot be tied to the whim of our patient's employer. When last minute work changes are required, this crisis planning should be at the cost and behest of the employer who is in the crisis. Missed appointments and loss of revenue due to this reason requires our office to be financially liable for another business's employees, their staffing and their scheduling crises. We cannot assume financial responsibility such.

Patient or Guardian's Initials: _____

FINANCIAL POLICY

1. If patients have dental insurance, we are happy to file your claim as a courtesy to you. We have good relationships with many insurance companies and while we usually understand the fees they pay for a procedure, we have no way of knowing any limits you may have reached or any remaining balance that will be applied towards your deductible. Customized insurance plans from your employer may limit certain items, such as frequency of radiographs, exams or preventive procedures. Since more than one doctor may provide these services, it may be impossible for us to guarantee payment for a given treatment and we make no such guarantee either expressed or implied. Please understand that by filing an insurance claim for you, Dr. Titus is extending credit to you from the time of the treatment until the insurance payment is received. Generally, this may take 20 to 60 days, however, **if after 60 days your claim has still not been paid, we will forward the unpaid balance to you for payment** and you may seek reimbursement directly from your insurance company. We will fill out claims for you and answer any question the insurance company may have. The remaining balance for this claim, that remains on our books, is then payable by you immediately.

2. All services are to be paid in full at the time they are rendered. If a patient has insurance, any patient portions for **dental services must be paid in full at the time of service**. In some select instances, our office manager may make a financial arrangement with you. Should any deviations from this arrangement be required, the patient must immediately contact our office.

3. We accept cash, personal check and credit cards as a form of payment. In order to accept assignment of insurance payments, personal checks or credit cards, we require that a copy of your driver's license be kept on file. This copy of your license also serves as positive identification for patients which are assigned to our office, and assures benefits are being used only for the subscribed patient. We also require that a copy of a license be on file when patients are under a managed care dental plan.

4. Secondary insurance you may have, is **not** accepted for assignment of benefits. This means that if the patient portion from a first policy is eligible for payment under another dental policy you have, we will submit the claim for you, but **you must wait on that secondary insurance company to pay you**. Such a coordination of benefits can take months for final payments to be made in many cases. Our office cannot wait these extended periods of time for full payment on our accounts. We are glad to assist you anyway we can with obtaining your claim, but payment must be made by you and the secondary insurance will reimburse you directly.

5. Under no circumstance should the ESTIMATED patient portion on a treatment plan be construed as a guarantee that your insurance will pay the portion we are calculating. **We can make no such guarantee, and patients are ultimately responsible for any services provided.**

Patient or Guardian's Initials: _____

MINOR PATIENT POLICY

1. Parents of minor children are notified that **UNDER NO CIRCUMSTANCE WILL YOUR MINOR CHILD BE TREATED OR SEEN IN THIS OFFICE WITHOUT A LEGAL GUARDIAN BEING PRESENT DURING THE ENTIRE DENTAL APPOINTMENT.**
2. Legal guardians are biological mothers, biological fathers and others who have been granted custody of a minor by court decree or by notarized power of attorney. Legal guardians other than biological mothers and fathers should be prepared to show legal documentation as to their custodial status of the minor patient.
3. HIPAA (Health Insurance Portability and Accountability Act) prohibits our doctor and his staff from discussing any medical or dental issues of a minor patient with anyone other than a legal guardian. In addition, only a legal guardian can legally give consent for the treatment of a minor child or enter into binding financial contracts for the minor's dental care.
4. Any minor patient that is discovered as not having a legal guardian with them will have their treatment terminated immediately--possibly without completion of the procedure--as soon as it is discovered they are unaccompanied. This may cause you to incur additional expenses, such as temporary fillings or other stop gap measures.
5. In most cases, we request parents to remain in the reception area while your minor child is having dental procedures completed. After having treated thousands of children, our doctor has discovered that children, will in most cases, be more cooperative without the parent being present in the operatory suite. We also find that communication between the doctor and child is hampered and stress levels are usually more elevated when parents are in the treatment room. Parents often transfer their apprehension, stress and anxiety about dental work to their children inadvertently. All these issues make rendering quality dentistry to your minor child--already a challenging endeavor--more difficult and we therefore ask parents to remain outside the treatment rooms. The doctor will consider exceptional cases. If the parent does accompany the child into the treatment area, they should be prepared to remain off to the side, remain quiet and not attempt to coax cooperation of the child. This is counterproductive to rendering care. One adult (the dentist) needs to give instructions to the child. Multiple adults speaking and issuing commands is stress evoking for the child. Parents often transfer their own anxiety about dentistry to their child in this manner.
6. Minors who have achieved the age of 16, may come to hygiene visits, and have x-rays, exams, fluoride or sealants completed without a guardian. However, there must be a sign treatment plan for this work and fees be approve with a parent signature on that treatment plan. Parents must also give expressed permission for this to occur **BEFORE THE APPOINTMENT**, and does **not** extend to other treatment.
7. Our office does not see any minor child that has not yet achieved the age of **six years**, and then only to those who will cooperate and obey instructions while rendering treatment.

Patient or Guardian's Initials: _____

OFFICE POLICY ON RADIOGRAPHS

Our office follows ADA (American Dental Association) guidelines for the frequency with which radiograph exams are obtained on our patients. We also follow the Florida Statutes with regard to how the resultant films from such exams are maintained.

- 1) Our office now uses digital radiography and providing you diagnostic quality copies of your radiographic images in easy. At your request, your x-rays can be forwarded to a specialist at no charge to you. If you are moving to a new dental practice, a nominal charge for gathering, organizing and forwarding your dental radiographs may be charged. If we must burn a CD disk to transfer your records, costs may be slightly higher. On any request to forward your radiographs to a new office, you will be informed if there are any charges to you. In any case, the ease of which digital dental radiographs can be shared and copied will provide patients with very minimal charges when requesting copies of their radiographs, and better images overall.
- 2) Dental radiographs are the resulting hard record of a radiographic exam. They must remain with the chart to validate the conclusions, diagnoses and treatments planned for you. Florida state law (**64B5-17.002 Written Dental Records; Minimum Content; Retention.**) states that a dentist must retain, for a period of four years, a patient's chart. Included in that chart must be the progress notes, chartings, treatment plans, RADIOGRAPHS and a health history. While transfer of custody of a record (or parts thereof) can be done to another licensed dentist, this is done solely at the discretion of the dentist of record.
- 3) To comply with this law, **we do retain digital copies of your radiographs for 4 years**, even if you request that they be forwarded to a new dental office.
- 4) Copying radiographs, making digital files of radiographs and printing digital radiographs are all additional services which ARE NOT PART OF THE ORIGINAL RADIOGRAPHIC EXAMINATION fee.
- 5) Only the patient themselves can request copies of radiographs or treatment records. Parents can request a minor child's records, but for the most part spouses, children and parents of adult children may not. HIPPA regulations in this regard are specific and absolute. We follow such laws without exception.
- 6) By initialing this office policy, I am signifying that I understand and agree to the terms under which my radiographic exam is being conducted, and further understand that obtaining copies of the resulting radiographs are bound by the above terms and conditions, which have been formulated to help us comply with applicable state laws.

Patient or Guardian's Initials: _____

WARRANTIES AND GUARANTEES

1. Our office, as most professional offices, make no guarantees or warranties with regard to service, prostheses, or procedures we provide for our patients--either implied or written. Given the nature of dentistry, the various circumstances we encounter with each patient and many other factors, the success of any dental procedure is impossible to warrant or guarantee.
2. As a lawyer will not guarantee a win in court, or a surgeon will not promise the success of a surgery, your dentist, a similar professional, does not warrant and guarantee services, advice, outcomes or prostheses rendered.
3. This being said, should our doctor feel something has failed as a direct result of an error or failure on our part, we will most often correct such as no cost. This determination is solely determined by the provider. Certain prosthetic devices are also warrantied by our dental laboratory should there be a defect in materials or workmanship.

Patient or Guardian's Initials: _____

ACKNOWLEDGEMENT OF HIPAA REQUIREMENT

1. In our reception area and in all of our treatment rooms, a binder outlining our Notice of Privacy Practices is available for your review. Our front desk personnel can also provide you with a copy of this document. This notice outlines what we must do to safeguard your personal medical, dental and financial information. We ask you to read this document and then acknowledge such by initialing immediately below this sub-section.
2. You may refuse to initial this section if you have questions or if you have not had the opportunity to read this notice.

Patient or Guardian's Initials: _____

By affixing my signature to this document, I attest to the fact that I have read and understood all the above office policies of William D. Titus, DMD, PL. I further attest that by signing this policy sheet I am entering into care with this facility under the terms and conditions of these office policies.

PATIENT OR GUARDIAN'S FULL NAME PRINTED

DATE

PATIENT OR GUARDIAN SIGNATURE

WITNESS NAME PRINTED

DATE

WITNESS SIGNATURE