

## Payment Agreement

Thank you for choosing Danica, LLC as your physical therapy provider. Before we begin services, please sign below indicating you have read, understand and agree to the following payment policies.

- You agree to be financially responsible for all charges regardless of any applicable insurance or benefit payments, third-party interest, or the resolution of any legal action or lawsuits in which you may be involved.
- Payment is expected at time of service unless you have made other payment arrangements with us.
- **Out-of-Network Policy.** (Does not apply to Medicare) If we are out-of-network with your health plan and you have out-of-network benefits, we will provide you with a copy of your bill that you can, at your discretion, submit to your health plan for reimbursement for the services your health plan covers.
- **Medicare Policy.** If you are a Medicare beneficiary, you understand that our licensed physical therapists are *not* enrolled as a Medicare providers. Medicare has onerous technical and administrative requirements that must be met for services to be considered medically necessary covered benefits. We believe those requirements take unnecessary time away from the services we provide. Since our services are not designed to meet Medicare's covered benefit requirements and we are not Medicare enrolled providers, our services will not be covered (paid) in full or in part, by Medicare (including Medicare Advantage Plans) even if the same services might be considered covered benefits when provided by a Medicare enrolled provider. We will not submit claims to Medicare on your behalf or provide you with a statement or billing codes that you can submit to Medicare yourself. If you want Medicare to pay for any services that might be considered covered benefits, you should seek those services from a Medicare enrolled provider. By choosing to receive our services after being fully informed of these facts, you are agreeing to pay privately for the services you receive from us even if those services might be covered by Medicare if provided by a Medicare enrolled provider. You also understand that since we are not enrolled Medicare providers and our services do not meet the technical requirements for Medicare covered benefits, our services are *not* subject to Medicare's maximum allowable charge. You agree that you, your caregivers, family members, authorized representatives or power of attorney will not, under any circumstance, submit our claims, invoices, receipts or statements to Medicare or your Medicare Advantage Plan for reimbursement or to obtain a denial for a Medicare supplemental insurance plan.
- **Privacy Rights.** You have a right to privacy under the Health Insurance Portability and Accountability Act (HIPAA) that includes restricting disclosure of your records and claims to your health plan, including Medicare, if you pay privately for your services at the time of service. By paying for your services at the time of service, we assume you are exercising this right to privacy we will not disclose your medical records to any third party, including your health insurance carrier or Medicare, unless we have agreed to accept assignment and await payment from your health insurance insurer (we do not accept assignment from Medicare). If you want your records disclosed to any third party in the future, you will need to obtain and sign our Disclosure to Release Protected Health Information form before we will disclose your health information.
- **Appeals Policy.** You understand that you are responsible for filing all appeals of adverse benefit determinations. Upon receiving a denial for payment, in whole or in part, we will bill you for our services and you will be personally responsible for whatever fees your health plan does not cover. If you need assistance filing an appeal with your health plan, contact the consumer assistance agency on your denial letter.
- You understand that we are not required to obtain your written authorization to disclose protected health information to a collection agency or court of law that may be necessary to collect payment for services rendered.
- **Collection Policy.** Should collection proceedings or other legal action become necessary to collect an overdue account, you will be responsible for paying the collection costs plus court costs and filing fees incurred by the practice.

**I HAVE READ, UNDERSTAND AND AGREE TO THESE PAYMENT TERMS. I HAVE REVIEWED DANICA'S PRIVACY PRACTICE**

X \_\_\_\_\_ Date: \_\_\_\_\_

**Signature of Patient and/or Guardian**

X \_\_\_\_\_ Date: \_\_\_\_\_

**Witness**

A photocopy of this agreement is to be considered valid, the same as if it was the original.

**I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT.**

X \_\_\_\_\_ Date: \_\_\_\_\_

**Signature of Patient and/or Guardian**

X \_\_\_\_\_ Date: \_\_\_\_\_

**Signature of Provider Representative**

X \_\_\_\_\_ Date: \_\_\_\_\_