

## **Payment Agreement**

Thank you for choosing Fenix Physical Therapy & Performance, 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 we agree to accept assignment from your health plan or other responsible payor and you check the assignment box on the following page or 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. You are responsible for contacting your insurance company to determine what your benefits are and obtain any necessary physician referrals and/or pre-authorizations for services. We are not responsible if your health plan denies, in whole or in part, your claims for our services. On a case-by-case basis, we may, at our sole discretion, agree to accept assignment from your health plan. This means we will bill your health plan for our services directly and await payment from your health plan. If we accept assignment, you agree that if your health plan does not honor the assignment and sends payment to you, you will promptly forward the payments to us. You further agree that if your health plan denies payment of our claims, in whole or in part, you are responsible for paying any and all unpaid amounts within thirty (30) days of receiving our statement.
- **Medicare Policy.** We are enrolled as a Medicare provider for purposes of treating Medicare beneficiaries at another location but we do not treat Medicare patients through Fenix Physical Therapy & Performance, LLC. 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 and we are not equipped to do Medicare billing. Therefore, we will only see you through Fenix Physical Therapy & Performance, LLC if you wish to pay privately for your services and agree that you will not submit our bills to Medicare (including Medicare Advantage Plans) or your Medicare Supplemental Plan for payment. If you want Medicare to pay for any of your services that might be considered covered benefits, you should seek services from a Medicare enrolled provider or we can see you at the other location where we provide services and are equipped to bill Medicare. By choosing to receive our services after being fully informed of these facts, you are exercising your privacy rights under the Health Insurance Portability and Accountability Act (HIPAA) and restricting disclosure of your records and claims to Medicare. This means we will not submit any claims to Medicare on your behalf or provide you with a receipt or bill that you can submit to Medicare yourself and neither Medicare (including Medicare Advantage Plans) nor your Medicare Supplemental Plan will reimburse you for our services even if your services would have been covered if provided by another Medicare enrolled provider or provided by us at the other location where we provide services that is equipped to bill Medicare. 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.
- **Medicare as a Secondary Payer.** If you have a commercial insurance plan, 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. However, since you are agreeing to pay privately for your services, you agree not to forward our bill to Medicare to get reimbursed for your copays, coinsurance or deductible. You understand and agree to carry out whatever procedures are necessary to prevent your commercial insurer from automatically forwarding our bills to Medicare.
- **No-fault, Auto and Other Liability Policy.** If a no-fault, auto or other liability insurance policy will be responsible for paying your claims, we may, at our discretion, wait for payment when your case settles. If we do, you agree to pay the late payment interest fees as stated below. You hereby authorize and direct your attorney, adjustor and/or insurance company involved in your case to pay directly to Fenix Physical Therapy & Performance, LLC all sums due and owing for the services you received plus any late payment interest due from any settlement, judgment or verdict rendered in your case. This means you hereby assign and grant a lien to Fenix Physical Therapy & Performance, LLC in any amount sufficient to pay any outstanding balance owed to Fenix Physical Therapy & Performance, LLC and authorize/require your attorney and/or responsible insurance Payor to recognize and comply with this assignment and lien. You further understand that we are not obligated to discount any portion of our service or interest fees when your case settles regardless of the amount of your settlement, judgment or verdict or whether your settlement, judgment or verdict adequately covers your balance due to us.
- **Appeals Policy.** You understand that you are responsible for filing all appeals of adverse benefit determinations. If you need assistance filing an appeal with your health plan, contact the consumer assistance agency on your denial letter.
- **Late Payment Interest.** Unless prohibited by applicable law, interest in the amount of 1.5% per month (18% per year) may be added to your bill for any and all claims that are not paid within thirty (30) days of the invoice or statement date. You agree to be personally responsible for paying such interest unless the responsible Payor is required to pay such interest under federal, state or other applicable laws.
- **Collection Policy.** 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. 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.

## Assignment of Benefits and Authorized Representative Appointment

**Assignment of Benefits.** I hereby assign and convey directly to Provider all health plan benefits and/or insurance reimbursement benefits (including MedPay and/or Personal Injury Protection benefits), if any, otherwise payable to me for medical services, treatments, therapies and/or examinations rendered or provided by Provider regardless of its managed care network participation status. I also hereby assign and convey any and all rights under ERISA and any other applicable state and federal laws to pursue payment for Provider's services until Provider's claims are paid in full, including but not limited to legally required notices and procedural reviews concerning my benefits and filing a civil action in federal court. I understand that I will no longer be entitled to said rights. I also understand that I may revoke this assignment at any time by sending written notice to the Provider and my health plan. I hereby authorize Provider to release all medical information necessary to process my claims to the responsible Payor. I agree that if any payments are sent to me despite my assignment of benefits to Provider, I will promptly forward the funds and explanation of benefits/payment to Provider.

Fenix Physical Therapy & Performance, LLC accepts **cash, check, or credit card at the time of service** for initial evaluation or follow up visits. Upon completion of the initial a valuation, the therapist will recommend is the most appropriate plan of care. All sessions will be one hour in length. The rates are as follows:

### Physical Therapy Rates -Wellness

1. **Initial Evaluation/Treatment or Follow-Up Treatment** (60 minutes): \$110
2. **Fenix Treatment Package** (6 visits): \$600
3. **Quick Treatment** (30 minutes): \$60

### Physical Therapy Rates - Mobile Visit

1. **Initial Evaluation/Treatment or Follow-Up Treatment** (60 minutes): \$140

### Strength and Conditioning Rates - Mobile

1. **Individual one-on-one training sessions:** \$75 for 60 minutes
  - a. **Return to Fitness and Wellness:** \$300

\*\*\*Patients must prepay for physical therapy and/or strength and conditioning packages to be eligible for package discounts.

**I HAVE READ, UNDERSTAND AND AGREE TO THESE PAYMENT TERMS.**

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

**Signature of Patient and/or Guardian**

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

**Signature of Provider Representative**

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