

Payment Agreement

Thank you for choosing Tao of Physical Therapy, 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.
- **Use of Health Savings Accounts (HSA), Health Reimbursement Arrangement (HRA) or Flexible Spending Account (FSA).** We accept payment from these accounts for medically necessary services. If you are purchasing wellness or fitness services, consult the IRS guidelines and your plan rules to determine whether your services qualify for payment from an HSA, HRA or FSA account.
- **Out-of-Network Policy.** (Commercial Health Plans - Does not apply to Medicare) We are out-of-network with all health plans. If 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 understand that even if you have out of network benefits, you may be required to pay a higher copay or coinsurance for out of network services and you may have separate out of network deductibles and out of pocket maximums. 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.
- **TriCare Policy.** We are out-of-network with all TriCare Plans. If your TriCare plan will reimburse you for out of network services, we will give you a copy of your bill that you can, at your discretion, submit to TriCare for reimbursement for the services your health plan covers. You are responsible for obtaining any physician referrals and/or pre-authorizations that might be required. Limiting charges apply to all claims that TriCare pays for, so when you receive your explanation from TriCare stating how your claims were processed, please provide a copy to us so we can provide a refund if you paid more than TriCare's allowable fee.
- **Medicare Policy (for Medicare Part B and Medicare Advantage Plans).** If you are a Medicare beneficiary, you understand that our licensed physical therapists are not enrolled as 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 and some of the services we offer are not covered by Medicare. Since we are not enrolled providers, we cannot submit claims to Medicare and Medicare will not pay for our services even though the same services might be paid by Medicare if you obtain them from a Medicare enrolled provider. If you want Medicare to pay for services that might be considered covered benefits, you should seek those services from a Medicare enrolled provider. If you decide at any point after you start services with us that you want Medicare to pay for the services it covers, we will be happy to recommend a Medicare enrolled provider and terminate your services with us. As a condition of us providing services to you, you are choosing, of your own free will, not to use your Medicare benefits and agreeing to pay privately at the time of service for all services you elect to receive from us with no expectation that Medicare will reimburse you. You understand that we will not submit claims to Medicare on your behalf and 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 for reimbursement.
 - **Medicare supplemental plans.** Medicare supplemental plans will not reimburse you for our services because we are not enrolled providers with Medicare. Therefore, you should not choose to see us if you are expecting to be reimbursed by your supplemental plan.
 - **Medicare as primary payer, Commercial Plan as secondary payer.** If you have a commercial health plan as a secondary payer, you will not likely be able to use it because the commercial plan will probably require you to submit claims to Medicare first or obtain a Medicare denial. We cannot submit claims to Medicare just to get a denial.
 - **Commercial Plan as primary payer, 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 commercial health plan for reimbursement for the services your health plan covers. However, since we are not Medicare enrolled providers, Medicare will not pay your copays, co-insurance or deductibles as a secondary payer. 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 for reimbursement of copays, coinsurance or deductibles that your commercial health plan does not pay.
- **Wellness & Fitness Services.** Most commercial health plans and Medicare do not cover the wellness or fitness services we offer. Therefore, we will provide you with a receipt for these services upon request.
- **Service Packages and Refund Policy.** If you purchase a discount package of services, the package discount is applied at the end of the package. You should use your visits within 12 months. If you request a refund for the unused visits, we will calculate your refund by applying our full visit fee to the visits you used. You do not qualify for the package discount if you do not use all the visits in the package. If you paid with an HSA, HRA or FSA debit card, we will refund the card you paid with. You are responsible making sure you comply with the rules of your plan when paying for services or receiving a refund.
- **Cancellation Policy.** We require a 24-hour notice to cancel a scheduled appointment. If you cancel with less notice, you will be required to pay a \$50 late cancellation/no show penalty fee. We reserve the right to waive this policy at our sole discretion.
- **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. If you pay 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. If you want your records disclosed to any third party in the future, you will need to obtain and sign our Authorization 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. If you need assistance filing an appeal with your health plan, contact the consumer assistance agency on your denial letter.

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

I acknowledge that I have chosen, of my own free will, to obtain the services provided by Tao of Physical Therapy, LLC and have agreed to pay out of pocket for my services without any expectation that my health plan will reimburse me. If I am a Medicare beneficiary, I attest that I have chosen not to use my Medicare benefits for the services I am purchasing and am restricting Tao of Physical Therapy, LLC and my therapist from submitting any claims to Medicare pursuant to my right to privacy under HIPAA.

Patient Name (Print or Type): _____

X _____ Date: _____

Patient's Signature