



Mabel MP Cheng, MD & Nicole Lemanski, MD  
EYE PHYSICIANS & SURGEONS

3140 Troy-Schenectady Rd.

Niskayuna NY 12309

Tel: (518) 782-7777 Fax: (518) 782-4913

[www.mabelchengmd.com](http://www.mabelchengmd.com)

Signature on File, Assignment of Benefits, Financial Agreement, 2022 No Surprises Act

1. Medicare: I request that payment of authorized Medicare benefits be made on my behalf to Dr. Mabel Cheng for services furnished to me by Dr. Mabel Cheng. I authorize any holder of medical information about me to release to the Health Care Financing Administration and its agents any information needed to determine these benefits or the benefits payable for related services. I understand my signature requests that payment be made and authorizes releasing of medical information necessary to pay the claim. Of other health insurance is indicated in item 9 of the HCFA 1500 form, my signature authorizes releasing the information to the insurer or agency shown. Dr. Mabel Cheng accepts the charge determination of the Medicare carrier as the full charge, and I am responsible only for the deductible, coinsurance and non-covered services. Co-insurances and deductibles are based upon the charge determination of the medicare carrier.

2. Medigap: I understand that if a Medigap policy or another health insurance is indicated in item 9 of the HCFA 1500 form or elsewhere on other approved claim forms, my signature authorizes release of the information to the insurer or agency shown. I request that payment of authorized secondary insurance benefits be made on my behalf to Dr. Mabel Cheng if possible or otherwise to me.

3. Release of information: Dr. Mabel Cheng may disclose all or any part of my medical record and/or financial ledger, including information regarding alcohol or drug abuse, psychiatric illness, communicable disease, or HIV, to any person or corporation (1) which is or may be liable or under contract to Dr. Mabel Cheng for reimbursement for services rendered, and (2) any health care provide for continued patient care, Dr. Mabel Cheng may also disclose on an anonymous basis any information concerning my case, which is necessary or appropriate for the advancement of medical science, medical education, medical research, for the collection of statistical data or pursuant to State or Federal Law, statue or regulation. A copy of this authorization may be used in place of the original.

4. Other insurance: I understand that Dr. Mabel Cheng maintains a list of health care service plans which it contracts. A list of such plans is available from the business office. And that Dr. Mabel Cheng has no contract, expressed or implied, with any plan that does not appear on the list., The undersigned agrees that I am individually obligated to pay the full charges of all services rendered to me by Dr. Mabel Cheng if I belong to a plan that does not appear on the above-mentioned list.

5. Non-covered services: I understand that Dr. Mabel Cheng contracts with health care services plans (i.e., HMO's PPO's) state items and services that are covered by the health care services. Accordingly, the under-signed accepts full financial responsibility for all items or services, which are determined by

the health care service plans not to be covered. Examples of non-covered services include, but are not limited to, services not specified as being covered in the patient's contract with a health care service plan or in the benefit summary the health care service plan furnished to the patient; and treatments or tests not authorized by the health care service plan. The undersigned agrees to cooperate with Dr. Mabel Cheng to obtain the necessary health care service plan authorizations.

6. Financial agreement: I agree that in return for the services provided to the patient by Dr. Mabel Cheng, I will pay my account at the time service is rendered or will make financial arrangements satisfactory to Dr. Mabel Cheng for payment. If an account is sent to an attorney for collection, I agree to pay collection expenses and reasonable attorney's fees as established by the court and not by a jury in any court action. I understand and agree that if my account is delinquent, I may be charged interest at the legal rate. Any benefits of any type under any policy of insurance, insuring the patient, or any other party liable to the patient, is hereby assigned to Dr. Mabel Cheng. If co-payments and / or deductibles are designated by my insurance company of health plan. I agree to pay them to Dr. Mabel Cheng. However, it is understood that the undersigned and / or the patient are primarily responsible for the payment of my bill.

7. No Surprises Act: Your Rights and Protections Against Surprise Medical Bills under the "No Surprises Act," enacted by the United States House and Senate, and ratified by President Biden for effect on 1/1/2022.

What is "balance billing" (sometimes called "surprise billing")?

When you see a doctor or other health care provider, you may owe certain out-of-pocket costs, like a copayment, coinsurance, or deductible. You may have additional costs or have to pay the entire bill if you see a provider or visit a health care facility that isn't in your health plan's network.

"Out-of-network" means providers and facilities that haven't signed a contract with your health plan to provide services. Out-of-network providers may be allowed to bill you for the difference between what your plan pays and the full amount charged for a service. This is called "balance billing." This amount is likely more than in-network costs for the same service and might not count toward your plan's deductible or annual out-of-pocket limit.

"Surprise billing" is an unexpected balance bill. This can happen when you can't control who is involved in your care—like when you have an emergency or when you schedule a visit at an in-network facility but are unexpectedly treated by an out-of-network provider. Surprise medical bills could cost thousands of dollars depending on the procedure or service.

You're protected from balance billing for:

Emergency services: If you have an emergency medical condition and get emergency services from an out-of-network provider or hospital, the most they can bill you is your plan's in-network cost-sharing amount (such as copayments, coinsurance, and deductibles). You can't be balance billed for these

emergency services. This includes services you may get after you're in a stable condition, unless you give written consent and give up your protections not to be balance billed for these post-stabilization services. If your insurance ID card says "fully insured coverage," you can't give written consent and give up your protections not to be balance billed for post-stabilization services.

Certain services at an in-network hospital or ambulatory surgical center: When you get services from an in-network hospital or ambulatory surgical center, certain providers there may be out-of-network. In these cases, the most those providers can bill you is your plan's in-network cost-sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist, and intensivist services. These providers can't balance bill you and may not ask you to give up your protections not to be balance billed.

When you get emergency care or are treated by an out-of-network provider at an in-network hospital or ambulatory surgical center, you are protected from balance billing. In these cases, you shouldn't be charged more than your plan's copayments, coinsurance and/or deductible.

If you get other types of services at these in-network facilities, out-of-network providers can't balance bill you, unless you give written consent and give up your protections. If your insurance ID card says "fully insured coverage," you can't give up your protections for these other services if they are a surprise bill. Surprise bills are when you're at an in-network hospital or ambulatory surgical facility and a participating doctor was not available, a non-participating doctor provided services without your knowledge, or unforeseen medical services were provided.

Services referred by your in-network doctor: If your insurance ID card says "fully insured coverage," surprise bills include when your in-network doctor refers you to an out-of-network provider without your consent (including lab and pathology services). These providers can't balance bill you and may not ask you to give up your protections not to be balance billed. You may need to sign a form (available on the Department of Financial Services' website) for the full balance billing protection to apply.

You're never required to give up your protections from balance billing. You also are not required to get out-of-network care. You can choose a provider or facility in your plan's network.

When balance billing isn't allowed, you also have these protections:

You're only responsible for paying your share of the cost (like the copayments, coinsurance, and deductibles that you would pay if the provider or facility was in-network). Your health plan will pay any additional costs to out-of-network providers and facilities directly.

Generally, your health plan must:

- Cover emergency services without requiring you to get approval for services in advance (also known as "prior authorization").
- Cover emergency services by out-of-network providers.

- Base what you owe the provider or facility (cost-sharing) on what it would pay an in-network provider or facility and show that amount in your explanation of benefits.
- Count any amount you pay for emergency services or out-of-network services toward your in-network deductible and out-of-pocket limit.

If you think you have been wrongly billed and your coverage is subject to New York law ("fully insured coverage"), contact the New York State Department of Financial Services at (800) 342-3736 or [surprisemedicalbills@dfs.ny.gov](mailto:surprisemedicalbills@dfs.ny.gov). Visit <http://www.dfs.ny.gov> for information about your rights under state law.

Contact CMS at 1-800-985-3059 for self-funded coverage or coverage bought outside New York. Visit <http://www.cms.gov/nosurprises/consumers> for information about your rights under federal law.

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My signature certifies that I have read, understand, and agree to the assignment of benefits and financial agreement policies and acknowledgement of reading the 2022 No Surprises Act as described herein.

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Signature

Document Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

A digital copy of this form is available on our website at <https://mabelchengmd.com/patient-forms>

A separate copy of the 2022 No Surprises Act is also available on our website at <https://mabelchengmd.com/patient-forms>