

NORTH FLORIDA SURGEONS FINANCIAL AGREEMENT

PATIENT INFORMATION

PATIENT'S NAME _____
Last First M.I.

ADDRESS _____

BIRTHDATE _____ / _____ / _____ DAYTIME TELEPHONE NUMBER _____
Month Day Year

SOCIAL SECURITY NO. _____

PRIVACY NOTICE ACKNOWLEDGMENT

I acknowledge that I have received a copy of **North Florida Surgeons'** Privacy Notice dated _____ ("Notice"). I understand that I am responsible to read this Notice and notify **North Florida Surgeons**, in writing, of any request for restrictions in the use or disclosure of my individually identifiable health information. **North Florida Surgeons** has the right to revise this Notice at anytime and will post a copy of the current Notice in the office in a visible location at all times. **North Florida Surgeons** will provide me with a copy of its most recent Notice upon my request.

Date: _____

Patient Signature: _____

Parent, Guardian or Legal Representative Signature: _____

Witness Signature: _____

FINANCIAL RESPONSIBILITY

I understand that in consideration of the services provided to the patient, I am directly and primarily responsible to pay the amount of all charges incurred for services and procedures rendered at **North Florida Surgeons**. I am responsible for any applicable deductible or co-payments prior to the provision of services. **North Florida Surgeons** will provide me with an estimate of my total financial responsibility and the date by which this amount must be paid in full. I understand that due to the individual needs of each treatment, or procedure this fee is only an estimate. In the event my care exceeds the amount of the estimate, I will be financially responsible for the balance. I further understand that such payment is not contingent on any insurance, settlement or judgment payment. **North Florida Surgeons** may file a claim for payment with my insurance company as a courtesy to me. If the insurance company fails to pay **North Florida Surgeons** in a timely manner for any reason, then I understand that I will be responsible for prompt payment of all amounts owed to **North Florida Surgeons**. Should the account be referred to a collection agency or attorney for collection, the undersigned shall pay all costs of collection, including a reasonable attorney's fee.

RESPONSIBILITY TO PROVIDE PROOF OF INSURANCE AND OBTAIN REFERRAL

I understand that it is my responsibility to provide **North Florida Surgeons** with a copy of my current insurance card and to obtain a referral from my Primary Care Physician (if required by my insurance). **North Florida Surgeons** is not obligated to see patients without a valid referral. If I do not have insurance, I will be considered a Private Pay patient and be financially responsible for the total amount of the services provided. I will notify **North Florida Surgeons** immediately upon any change in my insurance.

NORTH FLORIDA SURGEONS FINANCIAL AGREEMENT

ARBITRATION

THIS AGREEMENT is made between **North Florida Surgeons, P.A.**, their physicians, agents, employees, servants, or any of the foregoing, referred to hereinafter as "Doctor" and _____, referred to hereinafter as the "Patient". It is the intention of the parties to this Doctor-Patient Agreement to bind not only themselves, but also their heirs, personal representatives, guardians or any persons deriving claims through or on behalf of the patient.

It is understood by the Patient that he or she is not required to use the aforesaid practice or any physician named for general surgery and that there are numerous other physicians in northeast Florida who are qualified to do general surgery.

It is further understood, that in the event of any controversy or dispute, which might arise between the Doctor and the Patient, regardless of whether the dispute concerns the medical care rendered, including any negligence claim relating to the diagnosis, treatment, or care of the Patient, or payment of surgical fees, or any other matter whatsoever, then the parties agree that the dispute shall be resolved by arbitration as provided by the Florida Arbitration Code, Chapter 682 (Florida Statutes). This arbitration shall be in lieu and instead of any trial by Judge or Jury. Each party shall choose one arbitrator and the two arbitrators shall choose a third arbitrator. The panel of arbitrators shall hear and decide the controversy, and the decision shall be binding on all parties and may be enforced by a court of law if necessary.

In the event that either party to this Doctor-Patient Agreement refuses to go forward with arbitration, the party compelling arbitration reserves the right to proceed with arbitration, the appointment of the arbitrator, and hearings to resolve the dispute, despite the refusal to participate or the absence of the opposing party. The arbitrator shall go forward with the arbitration hearing and render a binding decision without the participation of the party opposing arbitration or despite his or her absence at the arbitration hearing.

Prior to commencing any action under this Doctor-Patient Agreement, Patient must comply with the presuit notice and investigation requirements of Chapter 766, Florida Statutes.

The Patient understands that the Patient has a constitutional right under Article 1, Section 21 of the Florida Constitution of Access to Courts as follows: "The courts shall be open to every person for redress of any injury, and justice shall be administered without sale, denial or delay." The Patient understands and acknowledges that signing this Doctor-Patient Agreement waives this constitutional right.

Limitation of Damages

Patient agrees that in the event of any dispute with Doctor, for any reason whatsoever, including any negligence claim relating to the diagnosis, treatment, or care of the Patient, Patient's non-economic damages (including, but not limited to, damages for pain and suffering) shall be limited to a maximum of \$250,000 per incident, and shall be calculated on a percentage basis with respect to capacity to enjoy life, pursuant to the formula contained in Florida Statutes, Section 766.207. For example, if the Patient's injuries resulted in a 50% reduction in his or her capacity to enjoy life, this would warrant an award of not more than \$125,000 in non-economic damages. This limit applies regardless of the number of claimants or defendants in the arbitration proceeding.

This limitation of damages provision does not limit or restrict in any way the Patient's right to seek all economic damages actually incurred by the Patient, including any medical expenses and lost wages.

NORTH FLORIDA SURGEONS FINANCIAL AGREEMENT

ARBITRATION - Continued

The Patient has had an opportunity to read this Doctor-Patient Agreement, or to have it read to him or her if necessary. The Patient understands English or has had the Doctor-Patient Agreement translated for him or her by _____. The Patient has had an opportunity to ask questions about this Doctor-Patient Agreement. The Patient understands this Doctor-Patient Agreement and has no unanswered questions. The Patient has not been coerced or compelled to sign this Doctor-Patient Agreement, and does so of his or her own free will. The Patient may consult with an attorney before signing this Doctor-Patient Agreement.

BY SIGNING THIS DOCTOR-PATIENT AGREEMENT, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS.

Patient Signature: _____ Date: _____

Parent, Guardian or Legal Representative Signature: _____

Physician Signature: _____

INSURANCE WAIVER

I understand that if I do not have a copy of a current insurance card and valid referral, if required, that I can be seen as a "Private Pay" patient. I agree that neither **North Florida Surgeons** nor I will file a claim for the visit. A waiver will be completed for each visit that I am seen as a Private Pay patient. I will be required to pay the total cost of the visit in advance.

CREDIT CARD ON FILE

I provide a valid credit card (the credit card has not expired and has not reached its available credit limit) to be retained on file to pay any balance owed for my medical services. In the event that my credit card expires or has reached its limit, I am responsible to provide a new valid credit card. I further understand that the billing address for the credit card on file must match the address that appears on my monthly credit card bill or bank statement. I agree to pay such total amount charged in accordance with the agreement governing the use of such credit card. I hereby authorize **North Florida Surgeons** to charge my credit card for payment of the medical services rendered. If I have entered into a payment plan, I authorize **North Florida Surgeons** to charge my credit card to pay the payments owed under the payment plan.

Exact name as it appears on credit card: _____

Circle Card Type: VISA M/C AMEX DISCOVER

Card #: _____

Verification #: _____

[*Visa & MasterCard number appears as 3 digit number on the back of the card. American Express number appears as a 4 digit number printed on the front of the credit card after and to the right of the card number.]

Expiration Date: __ / __ / __

Cardholder's Signature: _____ Date: __ / __ / __

NON-COVERED SERVICES WAIVER

I understand that charges for my care will be filed with my insurance carrier as a courtesy by **North Florida Surgeons**. There may be a service that I desire that is not covered under my insurance plan ("Non-Covered Services"). I understand that I will be financially responsible for the cost of any Non-Covered Services. A separate waiver will be completed for each Non-Covered Service. If I have Medicare, I will complete an Advance Beneficiary Notice ("ABN") form.

NORTH FLORIDA SURGEONS FINANCIAL AGREEMENT

ASSIGNMENT OF BENEFITS

I hereby authorize and assign all payments and/or insurance benefits for medical services and/or surgical procedures rendered to patient, directly to **North Florida Surgeons**. I hereby authorize **North Florida Surgeons** to release medical information necessary to obtain payment. I understand that I am financially responsible for all charges not covered by my insurance plan.

ASSIGNMENT OF MEDICARE BENEFITS

I hereby authorize and assign all payments of authorized Medicare benefits for medical services and/or surgical procedures rendered to patient, directly to **North Florida Surgeons**. I hereby authorize **North Florida Surgeons** to release medical information necessary to obtain payment. I understand that I am financially responsible for all charges not covered by Medicare for which I have signed an ABN.

SIGNATURE

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS.

Date: _____

Patient Signature: _____

Parent, Guardian or Legal Representative Signature: _____

Witness Signature: _____