



Patient Agreement

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The Indiana Orthopaedic Center (IOC) seeks to provide cost efficient medical care for all our patients. To help us achieve this goal - you as the patient, agree to the following for the duration of your doctor-patient-relationship with any and all of IOC's physicians.

You, as the patient, realize that as IOC cares for your medical needs, various Services will be rendered and/or supplied in the office, the hospital or an ambulatory surgical center. Services are defined as tests, procedures, treatments, surgeries, drugs and Softgoods (e.g. braces, splints, casts, slings, boots, etc.) Softgoods are considered one time use products; once the product leaves the office it is non-returnable unless there is a manufacturer's defect. Defective products will be exchanged for the same product within 90 days of you receiving the product. IOC's physicians and staff will explain the reason for these Services. You accept the responsibility to ask questions to insure adequate understanding; after being informed about your care you authorize these Services in accordance with your physician's medical judgment. It is always your right to refuse any Service(s).

If you have executed any advanced directives (e.g. living will, appointment of a Health Care Representative, life-prolonging procedures declaration, health care durable power of attorney) you will insure that IOC has a copy of any such document that requires our participation.

In the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Congress mandated the establishment of standards for the privacy of individually identifiable health information. We have developed a written statement of our privacy procedures, outlining the ways in which we use and may disclose your protected Health information. You accept the responsibility to ask for a copy of this document, which is readily available from anyone in the office, and acknowledge that you have received it.

Indiana Code 25-22.5-11 requires us to inform you that the physicians at IOC have a financial interest in East Campus Surgery Center, LLC (the outpatient surgery center at Community East) and the Hancock Surgery Center, LLC (the outpatient surgery center at Hancock Regional Hospital) and Indianapolis Health Imaging (MRI on 82nd Street). If you require outpatient surgery or an MRI while you are a patient of IOC, you may choose to be referred to a health care entity other than these facilities. Also, you realize that some of our surgeons may have consulting agreements with the manufacturer of implant(s) that may be used in surgery that may be performed on you.

Please realize that your insurance, HMO or employer funded health arrangement (third party payer) is a contract between you and the third party payer. You are financially responsible for Services rendered. However, we may be able to bill your third party payer or Medicare. In these cases you agree to assign all payments to IOC. You will remain responsible for any amount of your bills that are not paid by your third party payer. If your third party payer requires referrals, pre-certification or pre-authorization, you accept the responsibility to see these are obtained in a timely manner. If we need to contact your third party payer to appeal an adverse benefit determination, you authorize us to be your representative.

Your IOC physician has a medically appropriate reason for all Services. However, sometimes third party payers consider some Service(s) medically unnecessary, non-covered, experimental/investigative, incidental to another Service or more appropriately included in another Service for billing purposes. In these cases you agree to pay us for those Services. You waive the right to be informed in advance that the Services are medically unnecessary (in the third party payer's opinion) and regardless of any third party payer's opinion you voluntarily elect to have the Service(s) performed.

If you are not covered by a third party payer, you are required to pay \$400.00 at the time of your initial appointment. In this situation, we accept only cash or VISA or MasterCard.

Should you need to cancel an appointment, please notify us 24 hours in advance; if you fail to notify us, you'll be charged our normal fees for the missed Services or \$50, whichever is more.

If your account is not paid within 60 days, you may be subject to a monthly \$10 rebilling fee. In the event your account is not paid within 90 days, you are responsible for collection costs, including but not limited to an additional 40% collection agency fee, attorney fees and court costs.

Patient or Patient's Guardian

Date

5/28/09

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