



PATIENT AGREEMENT

This Patient Agreement (the “Agreement”) is entered into as of the date entered below by and between Ambition Physical Therapy & Wellness, LLC, a Massachusetts professional limited liability company (the “Practice”), whose principal physical therapist is Tessa Rowin, DPT (referred to as the “Physical Therapist” or the “PT”) and the person signing below (the “Patient”), who is being evaluated and treated.

Background

PT has established the Practice to render physical therapy services to her patients. PT shall not participate in any third party payer, health plan or government program, including Medicare, and instead shall contract directly with each patient of the Practice. Patient shall pay the Practice directly for services rendered by PT. Patient agrees to pay the Practice on the date of service.

By contracting with Ambition Physical Therapy & Wellness, LLC, Patient agrees to abide by the terms of this Agreement, including the additional terms and conditions in the Attachment and Schedules which are attached and which are a part of this Agreement and which may be changed by the Practice from time-to-time provided that sufficient advance notice is given to the Patient.

PT agrees to provide Patient with physical therapy services as outlined in Schedule A.

IN WITNESS HEREOF, the Parties have executed this Patient Agreement, and each party intends to be bound individually to its terms, as of the date on client intake form.

AMBITION PHYSICAL THERAPY & WELLNESS, LLC

By: Tessa Rowin, DPT, Member

Patient:

Attachment A

TERMS AND CONDITIONS

1. **Fees.** Patient agrees to pay the Practice the fees at the rates and in the manner described in this Agreement. The Fees represent compensation for services rendered by PT, as described in **Schedule A**. The fees paid under this Agreement are specifically intended to compensate the Practice for the provision of services by PT, and not for any other purposes. The Parties agree and acknowledge that the fees are not intended to be, nor shall be advance payments for any form of benefit or otherwise constitute any form of insurance.

2. **Third Party Payors.** The Patient acknowledges that the Practice has explained to the Patient that the PT does not participate in and does not contract with any third-party payer, health plan, insurance company or government program, including without limitation the Medicare Program. **Schedule B** shall apply to any Patient who is a Medicare beneficiary. The Patient agrees and acknowledges that as a non-participating provider with any third-party payer, the Practice will not bill or otherwise seek payment from any third party payor from which the Patient may be entitled to benefits or coverage for the services provided by PT, and the sole form of payment for the services shall be the Fees set forth above for which the Patient is solely and exclusively responsible for payment on time. The Patient understands and agrees that the Fees cover the services as set forth in **Schedule A**, and agrees to those payment terms for the services. Although the Practice and the PT have chosen to opt out of participating with any third party payor, the Patient is not prohibited from securing and seeking any rights to payment for the services from such payors but shall be solely responsible to seek reimbursement from such payors directly and the Practice shall have no responsibility or liability to the Patient to assist in any manner and shall not under any circumstances submit claims for payment to any third party payor. The PT and the Practice make no representation or warranty whatsoever as to whether the Fees paid by the Patient under this Agreement will be covered or reimbursed by Patient's health insurance or other applicable third-party payor. The Patient agrees that if the Patient seeks reimbursement from any third-party payor and such claim is denied the Patient shall continue to be responsible to pay the Fees as required under this Agreement.

3. **Payment Options.** The Fees may be payable by the Patient via check, cash or electric fund transfer to an account in the name of the Practice, as directed by PT. In the event that any payment option causes the Practice not to collect the Fees due (e.g. returned check, cancelled credit card, close bank account), the Practice reserves the right to either immediately terminate this Agreement and/or suspend the delivery of any requested service to Patient until another payment option is arranged and all payments due are collected and received by the Practice.

4. **Consent to Treat.** The patient authorizes PT to perform outpatient diagnostic evaluation and treatment in accordance with Schedule A and to administer such intervention that is necessary. PT certifies that no guarantee has been made as to the result of any treatment or care administered.

5. **Cancellations.** Please provide twenty-four (24) hours or more advance notice if you wish to reschedule or cancel your appointment. Within one (1) year, if a Patient has three (3) or more cancellations within twenty-four (24) hours' notice, the Patient shall be responsible for fifty (50.0%) percent of the Fee for the scheduled session.

6. **Termination; Renewal.** This Agreement will commence on the Effective Date and will remain in effect for the duration of the time period during which Patient seeks services from PT and PT provides services to Patient. Either party may terminate this Agreement, with or without cause, at any time by providing the other party with at least fourteen (14) days prior written notice (the "Termination Date").

7. **Effect of Termination.** Upon termination of this Agreement neither the Practice, nor the PT and other Practice clinicians shall have any further obligations to the Patient, for physical therapy services or otherwise, other than to make the Patient's health information and records accessible to the Patient and any successor treating caregivers as required under federal and Massachusetts laws and to be reasonably available to communicate with any successor clinician as authorized and required by the Patient. The Patient agrees and acknowledges that all original health information in paper or electronic form are the sole and exclusive property of the Practice, provided that copies and access to such records shall be made available to the Patient or any successor caregiver as required under applicable federal or Massachusetts laws. Upon termination, Patient shall pay the Practice fees owed for services rendered by PT prior to the Termination Date.

8. **Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by either party without the prior written consent of the non-assigning party.

9. **Miscellaneous.** Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement. This Agreement shall be governed and construed under the laws of the Commonwealth of Massachusetts.

10. **Notice.** All written notices are deemed served if sent to 76 Highgate Street, Needham, MA 02492 by first class U.S. Mail, certified, receipt requested, or when delivered by a reputable national overnight delivery carrier.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute only one Agreement.

Schedule A

Schedule of Physical Therapy Services

1. All services shall be provided by PT in patient's home.
2. PT will provide an initial evaluation.
 - a. All paperwork shall be completed at the initial evaluation.
 - b. PT shall review medications and medical history.
 - c. PT will evaluate Patient and create a treatment plan.
 - d. Following the initial evaluation, PT may send letter to Patient's Primary Care Physician with PT's treatment plan upon Patient request.
3. Thereafter, visit frequency will be determined on an as-needed basis.
4. Services provided to Patient will include, without limitation: exercise, stretching, strengthening, stability training, manual therapy, gait training, modalities.

Schedule B
Medicare Opt Out Disclosures
Applicable to Patients who are Medicare Beneficiaries

1. This Agreement constitutes a private contract between the Patient who is a Medicare Part B Beneficiary and the Practice for the provision of services which may be requested by the Patient which may also be covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997.
2. The Practice has informed the Patient that the PT is not a participating provider in the Medicare Program. The PT is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.
3. The Patient agrees not to submit a claim (or to request that the Practice or PT submit a claim) to the Medicare program with respect to any of the services rendered to the Patient, even if covered by Medicare Part B.
4. The Patient represents that he or she is not currently in an emergency or urgent health care situation.
5. The Patient acknowledges that his or her Medex or other Medi-Gap plan will not provide payment or reimbursement for the services because payment will not be made under the Medicare program, and any other supplemental insurance plans may likewise deny reimbursement to the Patient for any of the services.
6. The Patient acknowledges that the Patient has a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from other practitioners who are participating providers in the Medicare Program, and notwithstanding that right has freely and voluntarily elected to be a Patient of the Practice and pay in full the Fees under this Agreement.
7. The Patient agrees to be solely and directly responsible to make payment in full for all Fees due to the Practice for the services, and acknowledges that the Practice shall not submit a Medicare claim for the services and that no Medicare reimbursement will be provided.
8. The Patient understands that Medicare payment will not be made for any items or services furnished by the PT that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.
9. The Patient acknowledges and agrees that a copy of this Agreement shall be maintained by the Practice and if requested shall be produced to any Medicare contractor or agency that may request to see a copy of the Agreement for any reason.