



CONSENT TO TREAT AND FINANCIAL AGREEMENT

Thank you for allowing Balboa Nephrology Medical Group (BNMG) to serve you. BNMG Providers include physicians, nurse practitioners, physician assistants, and other clinicians, who are either employed or otherwise engaged by BNMG to provide professional services to our patients. By signing this Consent to Treat and Financial Agreement, you agree as follows: You understand that BNMG Providers are not responsible for your care until attendance of your first appointment with the Provider.

CONSENT FOR TREATMENT

You hereby authorize and give your consent to receive health services by a BNMG Provider. You authorize any examinations, medical tests, procedures, and treatments as deemed necessary by the BNMG Providers. You have the right to consent or refuse to consent to any proposed treatment or procedure, except as otherwise required by law. Further, you consent to your BNMG Provider to provide your health services through telehealth, as determined clinically appropriate by the BNMG Provider, and understand that you have the right at any time in the course of your care to withhold or withdraw your consent to the use of telehealth, without affecting your right to future care or treatment. You understand that the practice of medicine is not an exact science and that diagnosis and treatment involve risk of injury or even death. You know that no guarantees have been made as to the results of your examination or treatment. You understand you have the right to discuss all medical treatments with your clinician.

FINANCIAL AGREEMENT

You agree to pay all bills for services provided and agree to have all insurance plans, benefit plans and health care service plans make payment directly to BNMG.

In consideration of all Balboa BNMG services, or future BNMG services rendered to you, you unconditionally and irrevocably assign to BNMG all of your rights and interest in any insurance proceeds, benefits (including Medicare, TRICARE/CHAMPUS, and Medicaid benefits), policy provisions, and/or judgments, payable to you or on your behalf.

You direct any and all payors (including, but not limited to, all insurance companies, self-insurance benefit plans, whether governed by ERISA or not, personal injury protection benefits, uninsured and under-insured benefits, and health care service plans) to make payment on your behalf directly to BNMG.

You have primary responsibility for all your related charges even if BNMG accepts payment directly from another payor, except as otherwise provided under applicable law or participating agreements with payors, such as Medicare. You will remain responsible for the payment of all unpaid amounts and for all services provided to you, which are not covered services by insurance (and which are patient responsibility).

Further, you understand and agree to your obligations including:



Registration: All patients must complete our patient registration forms with data to be entered into our practice management system. We must obtain copies of your current and valid identification card and insurance cards. You also agree to notify us of any coverage changes you have.

Insurance coverage: You must disclose all insurance coverage to allow us to verify coverage, participation with our providers, covered services, and authorization requirements. Failure to disclose your insurance coverage timely may result in unpaid claims by your insurance; you will be responsible for those charges. We are a participating provider with Medicare. However, please check Medicare Advantage Programs to determine if we participate with your plan. If your insurance is not a plan we participate in, payment at cash rate in full is expected at each visit. As a patient, you should be aware and understand your insurance plan and benefits and your responsibility for costs including services which are not covered, you will be billed for those services.

Payment for services: You agree to pay for costs that are your responsibility including but not limited to:

- Copayments and coinsurance are to be paid at the time of service; this is part of your contract with your insurance company.
- Cash patients are expected to pay full amount due at time of service.
- Patient responsibility after claims are processed (this is stated on your explanation of benefits) by your insurance carrier is your responsibility. This includes but not limited to deductibles, coinsurance, and non-covered services. BNMG or Balboa United will send you a statement to include amount due, full payment is expected within 30 days of receipt. Keep in mind some insurance payors take a longer period to process claims and in other instances we are appealing with your insurance carrier to receive payment. This may cause a delay regarding when we can send you a statement with the patient responsibility total. This delay is due to insurance processing and you are still responsible for your patient responsibility portion of the bill.
- I understand and agree that payments by the responsible party will not be delayed or withheld because of any dispute between the responsible party and their any insurance company, reimbursing agency, third party payor or because of pending legal claims.

Financial hardship: BNMG offers payment plans and financial assistance to those who qualify. Please contact our billing office at 858-810-8000 to discuss.

Cash/Uninsured patients: Are responsible to pay cash rate at the time of service to receive reduced rate.

Claims: We will bill claims to your insurance carriers on your behalf. Your insurance company or our billing office may need additional information directly from you, it is your responsibility to provide requested information timely or you will be billed the balance of charges, as applicable and in compliance with our participating provider agreements.

Additional costs to collect: You agree to pay any costs incurred by BNMG/ Balboa United in the collection of amounts due including, but not limited to, collection agency fees, and reasonable attorney's fees.



Discharge of services: Failure to satisfy obligations above may result in discharge of services, meaning BNMG Providers will no longer provide treatment to you. You will be notified by regular and certified mail via the address we have on file that you will have 30 days to find alternative medical care. During that 30-day period our providers will continue to treat you providing reasonable time to find an alternative source of care.

Billing questions: Our billing office is available Monday through Friday (9am-4:30pm) for any billing and coverage related questions. Please call our office at 858-810-8000, we are happy to help.

The Sunshine Act and Open Payments

For informational purposes only, a link to the federal Centers for Medicare and Medicaid Services (CMS) Open Payments web page is provided. The federal Physician Payments Sunshine Act requires that detailed information about payment and other payments of value worth over ten dollars (\$10 adjusted each year for inflation) from manufacturers of drugs, medical devices, and biologics to physicians and teaching hospitals be made available to the public.

This data is published annually in a database known as Open Payments. The Open Payments database is a federal tool used to search payments made by drug and device companies to physicians and teaching hospitals. It can be found at <https://openpaymentsdata.cms.gov>.

I hereby acknowledge that I have been provided this information regarding BNMG’s notice of Open Payments. I have been advised that a copy of the notice is posted in the reception area and a copy of this acknowledgement will be placed in my chart. Further, this information will be posted on BNMG’s website beginning January 1, 2024.

Notice and Acknowledgement of Receipt and Understanding

Medical doctors are licensed and regulated by the Medical Board of California. To check up on a license or to file a complaint go to www.mbc.ca.gov, email: licensecheck@mbc.ca.gov, or call (800) 633-2322.

I have read and understand the above information and give permission for my care as described.

Patient Name

Patient/Legal Representative Signature

____/____/____
Date

Witness Signature

____/____/____
Date