

**NORTHEAST GEORGIA HEART CENTER, P.C. ("NGHC")
RELEASE AND HOLD HARMLESS AGREEMENT
SELF-REFERRED SCREENING WITHOUT A PHYSICIAN ORDER**

Name of Patient: _____

Patient Address: _____

Patient Telephone Number: (_____) _____

Name of Individual Completing Form: _____

The Patient has elected to refer himself or herself to NGHC for the following screening procedure: _____ (hereinafter referred to as the "Service"). NGHC agrees to provide the requested Service for Patient, however, **NGHC will not bill any third party payor, including without limitation, government payors, managed care plans, employers, insurance companies or third party administrators ("Third Party Payor") for reimbursement for the Service unless NGHC receives in advance of providing the Service, a physician referral and documentation of the medical necessity of the Service.** In consideration for NGHC agreeing to provide the Patient the Service in the absence of a physician referral and documentation of medical necessity, the Patient agrees as follows:

1. Patient Assumes Full Responsibility for Payment of Service Charges. Patient will pre-pay all charges for the Service (including interpretation of procedure results) based on NGHC's established prices for each specific procedure.
2. Positive Service Results—No Retroactive Billing. If the screening results are positive indicating the need for medical follow-up (e.g., diagnostic testing, medical/surgical procedure, referral to appropriate specialists, prescription medications, etc.), and if the Patient chooses to receive follow-up care from NGHC, NGHC will bill the Patient's applicable Third Party Payor for authorized follow-up services rendered. **However, because the original Service was not known to be medically necessary at the time it was administered, NGHC cannot bill any Third Party Payor for that Service, at any time, and the Patient shall be financially responsible for all charges for that Service.**
3. Release by Patient. The Patient does hereby release, hold harmless and forever discharge NGHC, its past, present and future principals, officers, directors, physicians, employees, independent contractors, agents, representatives and shareholders ("Releasees"), from any and all causes of action, including but not limited to complaints, claims, demands, liabilities, suits, damages and rights of any kind or nature whatsoever, and expenses, including without limitation reasonable attorneys' fees, in law or equity, which may be asserted by the Patient or the Patient's heirs or personal representatives as a result of any expenses, losses, or damages incurred by the Patient as a result of NGHC's policy not to bill the Patient's Third Party Payor for the Service in the absence of a physician referral for, and documentation of the medical necessity of the Service.
4. Further Assurances. The Patient agrees that if, despite this Release and Hold Harmless Agreement, the Patient, or anyone on his/her behalf, makes a claim against NGHC or any of the other Releasees, the Patient will indemnify, save, and hold harmless NGHC and each of the other Releasees from any litigation expenses, attorney fees, losses, liabilities, damages or costs which NGHC and the Releasees may incur as the result of such a claim.

I HAVE READ AND FULLY UNDERSTAND THIS RELEASE AND HOLD HARMLESS AGREEMENT AND UNDERSTAND THAT **MY SIGNATURE ON THIS FORM RELEASES NGHC AND ANY OF THE OTHER RELEASEEES FROM ANY AND ALL LIABILITY**, AND I FREELY AND WILLINGLY CONSENT TO THIS RELEASE AND HOLD HARMLESS AGREEMENT. IF I AM SIGNING ON BEHALF OF THE PATIENT I AM AUTHORIZED TO DO SO.

Signature of Individual Completing Form

Date

Witness' Signature

Date