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Out-of-Network Disclosure and Financial Consent

This Agreement ("Agreement") is entered into on this day between: *Party A:* ***University Pain Medicine Center (UPMC), University Pain & Spine Center(UPSC), New York Pain Medicine Associates (NYPMA),STEMMEE Surgical Center, affiliated providers, and staff*** *(collectively Referred to as, "Medical Providers") &* ***Party B:*** _____ _____

Agreement Terms: *This agreement is made in accordance with federal protections under the No Surprises Act (NSA), effective January 1, 2022.*

1. Provider Insurance Participation Status: Party B acknowledges that the Medical Providers do not participate with their current health insurance plan and are considered out-of-network. Party B confirms that they:

- Have been notified that the Medical Providers are non-participating.
- Were offered the option to use in-network providers and voluntarily chose to proceed with these Medical Providers.
- Understand that this selection may result in higher out-of-pocket costs and affect overall insurance premiums.

2. Financial Responsibility: Party B agrees and understands that:

- Claims for services will be processed under out-of-network benefits, subject to applicable deductibles, co-payments, and coinsurance.
- They are responsible for the difference between the provider's billed charges and any allowed amount under their insurance plan.
- The final patient responsibility is subject to their specific insurance policy and may include non-covered services.

3. Good Faith Estimate (GFE) – NSA Compliance: Party B has been informed of their right to receive a Good Faith Estimate, which:

- Reflects the anticipated cost of care for non-emergency services.
- Is provided in writing (paper or electronic) prior to treatment, upon scheduling or upon request.
- Details both the estimated provider charge and the allowed amount that may be reimbursed by the insurer.

If the GFE is not provided as required, or the final bill exceeds the GFE by more than $400, Party B retains the right to use the Patient-Provider Dispute Resolution process under the No Surprises Act.

4. Acknowledgment of Written Estimates: Party B acknowledges that:

- They have received, in writing, the estimated total cost related to their care with the selected Out-of-Network Provider(s).
- They have received, in writing, the estimated amount their insurer may cover under their Out-of-Network Benefit.

By signing this Agreement, Party B affirms that they have been informed of the out-of-network status of the Medical Providers, they understand their potential financial responsibility and they further voluntarily consent to receive non-emergency healthcare services under these terms from the Medical Providers covered under this agreement.

Patient or Responsible Party Signature	Date