

## **Office Financial Policy**

1. If the patient does not have insurance, full payment is required at the time of surgery.
2. If you are having a single tooth removed, the entire fee (which we will provide you with prior to your services) will be due the day of the extraction. We will file your insurance claim for you and will reimburse you if any payment is made by your insurance company.
3. If the patient does have insurance, we do require a percentage of the total fee to be paid at the time services are rendered which is an ESTIMATE of your out of pocket expense. There may be an additional amount due after your insurance pays.
4. We are not responsible for benefits quoted to us by your insurance company whether this was received over the phone or if we have received a written predetermination on your behalf. Insurance companies will not guarantee coverage and/or payment to us until they receive an actual claim; therefore, regardless of the information that was given to us by your insurance company, either verbally or in writing, you may still be responsible for the entire fee for your treatment charged by this office.
5. We will file claims to all insurance companies, however, the ONLY insurance companies that Dr. Hornaday is contracted with are Delta Dental Premier and Medicaid. Regardless of insurance coverage, the patient, or patient's legal guardian, is ultimately responsible for all fees charged by this office.
6. Sixty days will be allowed for your insurance company to process and pay your claim. If, after sixty days, no notice has been received from your insurance company, it is your responsibility to contact them directly and the entire balance is your responsibility at that time.
7. If your insurance requires a predetermination prior to the procedure, it is the patient's (or patient's legal guardian's/Power of Attorney's) responsibility to notify our office.
8. The parent (or legal guardian) that accompanies a minor to the office will be responsible for all fees charged. We cannot and will not contact someone who was not present in our office to ask for payment, such as in a divorce situation.
9. Should your account become past due, you will be responsible to pay all collection costs, including collection agency fees, attorney fees, and all court costs. These fees will be added to your balance and this new amount will be placed with our collection agency and become your responsibility to pay.
10. Please note that if any portion of your care is rendered at IU Health Ball Memorial Hospital (in-patient or out-patient), there will be separate charges from the hospital that may or may not be fully covered by your insurance. Dr. Hornaday is not financially affiliated with the hospital and is not responsible for and has no knowledge of these charges. It is your responsibility to check with your insurance to see what will or will not be covered.
11. This signature is on file as my authorization for the release of information necessary to process my claim and collect monies owed. I hereby authorize payment directly to Dr. Anthony Hornaday of the insurance benefits otherwise due me. I certify that I am the legal guardian and/or power of attorney of the patient listed on this form. I have read the above financial policy and agree to all of the terms therein.

Patient \_\_\_\_\_ Patient's Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent or Legal Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Witnessed By \_\_\_\_\_ Date \_\_\_\_\_

## Patient Information

Anthony J. Hornaday, D.D.S.  
Oral Surgery of Indiana

Dr. Mr. Mrs. Ms. Miss \_\_\_\_\_  
First Middle Last Nickname

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Tel #: \_\_\_\_\_ Work Tel #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age: \_\_\_\_\_ Sex: Male Female Marital Status: Single Married Widowed Divorced

Soc Sec. #: \_\_\_\_\_ Pharmacy: \_\_\_\_\_

Employer: \_\_\_\_\_ Occupation: \_\_\_\_\_

Patient's Dentist: \_\_\_\_\_ Physician: \_\_\_\_\_ Orthodontist: \_\_\_\_\_

Who referred you to our office? Dentist Physician Orthodontist Friend \_\_\_\_\_ Other \_\_\_\_\_

Have you or any member of your family been a patient in our office before? Yes No When? (Year): \_\_\_\_\_

Who?: \_\_\_\_\_ Relationship to patient: \_\_\_\_\_

If patient is a full-time student, name of school: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Daytime phone #: \_\_\_\_\_

Relationship to patient: \_\_\_\_\_

### **Person Responsible for Payment (if different from above)**

Person Responsible for Payment: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ Soc Sec #: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

I understand in signing this statement that I am financially responsible to Dr. Anthony J. Hornaday for all fees incurred and all costs of collection: including but not limited to service, collection, collection agency, and attorney fees.

If your insurance company does not pay your claim as expected, the responsible party is obligated for the balance of the account. I hereby authorize the insured's insurance company to pay directly to Dr. Anthony J. Hornaday any and all of the benefits otherwise payable to me or the patient.

Signature of Party Responsible for Payment: \_\_\_\_\_ Relationship to Patient: \_\_\_\_\_

Print Name: \_\_\_\_\_

### **DENTAL Insurance Coverage Information (If you have additional coverage, please request an additional form)**

#### **Primary Dental Insurance**

Name of Insurance Company: \_\_\_\_\_

Subscriber Name: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ Insured's Daytime Phone #: \_\_\_\_\_

Subscriber Address: \_\_\_\_\_ Plan ID (If other than SS#): \_\_\_\_\_

Subscriber Soc Sec #: \_\_\_\_\_ Group #: \_\_\_\_\_ Employer Name: \_\_\_\_\_

Relationship to Patient: \_\_\_\_\_ Insurance Co. Phone: \_\_\_\_\_

Insurance Co. Address: \_\_\_\_\_

### **MEDICAL Insurance Coverage Information (If you have additional coverage, please request an additional form)**

#### **Primary Medical Insurance**

Name of Insurance Company: \_\_\_\_\_

Subscriber Name: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ Insured's Daytime Phone #: \_\_\_\_\_

Subscriber Address: \_\_\_\_\_ Plan ID (If other than SS#): \_\_\_\_\_

Subscriber Soc Sec #: \_\_\_\_\_ Group #: \_\_\_\_\_ Employer Name: \_\_\_\_\_

Relationship to Patient: \_\_\_\_\_ Insurance Co. Phone: \_\_\_\_\_

Insurance Co. Address: \_\_\_\_\_

I certify all information is true, correct, and complete and authorize the release of health care information for the purpose of evaluating and administering claims for benefits. I authorize payment of medical/dental benefits to Dr. Hornaday and accept full financial responsibility regardless of insurance coverage. I also certify that I am the **legal guardian** of the patient listed on this form.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Patient or Legal Guardian Signature

Relationship to Patient

Print Name: \_\_\_\_\_

## Patient Information

Anthony J. Hornaday, D.D.S.  
Oral Surgery of Indiana

Patient Name: \_\_\_\_\_  
First
Middle
Last
Nickname

Reason for today's office visit: \_\_\_\_\_

|  |               |            |     |            |           |              |
|--|---------------|------------|-----|------------|-----------|--------------|
| Height: _____  | Weight: _____ | Age: _____ |     | <b>Yes</b> | <b>No</b> | <b>Notes</b> |
| Have there been any changes in your general health in the past year?.....> |               |            | [ ] | [ ]        |           |              |
| Are you under the care of a physician?.....>                               |               |            | [ ] | [ ]        |           |              |
| For what? _____  |               |            |     |            |           |              |
| Have you ever been hospitalized or undergone any surgery?.....>            |               |            | [ ] | [ ]        |           |              |
| Please explain: _____  |               |            |     |            |           |              |

**Please indicate if you have ever had any of the following conditions:**

|                        | Yes | No | Notes |  | Yes | No | Notes                      |
|------------------------|-----|----|-------|--|-----|----|----------------------------|
| Heart Disease          |     |    |       |  |     |    | Anemia                     |
| Chest Pain             |     |    |       |  |     |    | Bleeding Problems          |
| Heart Attack           |     |    |       |  |     |    | Sickle Cell Anemia         |
| Bypass                 |     |    |       |  |     |    | Stomach Ulcer              |
| Angioplasty            |     |    |       |  |     |    | HIV or AIDS                |
| Heart Murmur           |     |    |       |  |     |    | Cancer or Tumors           |
| Mitral Valve Prolapse  |     |    |       |  |     |    | Radiation/Chemotherapy     |
| Rheumatic Fever        |     |    |       |  |     |    | Liver Disease              |
| High Blood Pressure    |     |    |       |  |     |    | Hepatitis or Jaundice      |
| Artificial Heart Valve |     |    |       |  |     |    | Diabetes                   |
| Pacemaker              |     |    |       |  |     |    | Thyroid Disease            |
| Stroke                 |     |    |       |  |     |    | Kidney Disease             |
| Glaucoma               |     |    |       |  |     |    | Arthritis                  |
| Asthma                 |     |    |       |  |     |    | Artificial Joints          |
| Lung Disease           |     |    |       |  |     |    | Seizures (epilepsy)        |
| Tuberculosis           |     |    |       |  |     |    | Illicit (Illegal) Drug Use |
| Shortness of Breath    |     |    |       |  |     |    | Alcohol/Drug Abuse         |
| Swollen Ankles         |     |    |       |  |     |    | Psychiatric Disorder       |

|  | Yes | No  |
|--|-----|-----|
| • Are you currently taking any drugs or medications?.....><br>Please List: _____   | [ ] | [ ] |
| • Have you ever had any adverse reaction to local or general anesthetic?.....>   | [ ] | [ ] |
| • Are you allergic to anything?.....><br>Please List: _____  | [ ] | [ ] |
| • Have you ever been treated or are you taking medicine for osteoporosis?.....>  | [ ] | [ ] |
| • Have you ever been prescribed any bisphosphonate medications such as:<br>Fosamax, Aredia, Zometa, Actonel, Boniva?.....> | [ ] | [ ] |
| • Is this visit a result of an accident?.....><br>If yes, date of accident and describe: _____                             | [ ] | [ ] |
| • Do you smoke?.....>  | [ ] | [ ] |
| • Women: Are you pregnant?.....>   | [ ] | [ ] |
| Are you nursing?.....>   | [ ] | [ ] |
| Do you take birth control?.....>   | [ ] | [ ] |
| • Do you have any other medical conditions not listed above?.....>   | [ ] | [ ] |
| Please List: _____   |     |     |

I certify all above information is true, correct, and complete and authorize the release of health care information for the purpose of evaluating and administering claims for benefits. I authorize payment of medical/dental benefits to Dr. Hornaday and accept full financial responsibility regardless of insurance coverage. If I am not the patient listed on this form, I certify that I am the **legal guardian/health care representative** of the patient listed on this form and have legal authority to make healthcare decisions for this patient.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Patient or Legal Guardian Signature
Relationship to Patient

Print Name: \_\_\_\_\_

## Patient Information

Anthony J. Hornaday, D.D.S.  
Oral Surgery of Indiana

### The following several paragraphs pertain to all Oral and Maxillofacial Surgery procedures.

I realize the importance of supplying true and accurate information about my health, especially concerning possible pregnancy, allergies, medications, and history of drug or alcohol abuse. I understand that if I misinform my doctor the consequences may be life threatening or otherwise adversely affect the results of my surgery.

While performing my surgery I recognize that Dr. Hornaday may discover other or different conditions than expected. This may require different or additional procedures than those planned or may require termination of my surgery. I authorize Dr. Hornaday to perform such other procedures as he deems medically and/or surgically necessary in his professional judgment or to stop my procedure.

I consent to the administration of anesthetics and medications as may be deemed necessary or advisable for my comfort, health, and safety. Rare complications of any type of anesthesia may include allergic reaction to medications, respiratory problems that may require a breathing tube be placed, stroke, heart attack, heart failure, and/or death.

I understand that if my procedure is performed in this office I will not be asleep for the procedure. IV sedation and general anesthesia are not performed here at this time.

I am also aware that any form of sedation and many drugs are not recommended for use in women who are pregnant. I understand that it is my responsibility (or the responsibility of a parent or legal guardian of a female patient) to advise Dr. Hornaday if I am pregnant or possibly could be pregnant.

I also have been informed by Dr. Hornaday that antibiotics *can* and *may* interfere with the effectiveness of birth control and that I *can* and *may* become pregnant if another form of contraception is not used. I also understand and have been informed that if antibiotics are used in my care I will need to use another form of contraception and should consult my medical doctor.

I have been made aware that certain medications, drugs, anesthetics and prescriptions that I may be given can cause drowsiness, and lack of awareness and coordination which also may be increased by the use of alcohol and other drugs. I understand that I should not use alcohol, operate a vehicle or other hazardous machinery, or make any legal decisions while under the influence of any medication, anesthesia, or prescription given by this office. I have been advised not to return to work while taking such medications, or until fully recovered from the effects of such medications, drugs, anesthetics and/or prescriptions. I understand this recovery may take up to 24 hours or more after I have taken the last dose of medication. If I am given sedative medication for my surgery, I agree not to drive myself to the appointment or home afterwards and will have a responsible adult drive me to the appointment and home and accompany me until I am fully recovered from the effects of the sedation.

I certify that I have read and fully understand the terms and words in the above consent and /or any verbal explanations given to me by my doctor and/or his assistants, and that I give my consent voluntarily. If I am not the patient listed on this form, I certify that I am the **legal guardian/health care representative** of the patient listed on this form and have legal authority to make healthcare decisions for this patient.

Patient \_\_\_\_\_ Patient's Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent or Legal Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Witnessed By \_\_\_\_\_ Date \_\_\_\_\_

## Procedure Consent

**Patient Name:**

**Date:**

Please read the following carefully and feel free to ask any questions regarding the procedure(s). All surgical procedures carry with them inherent potential risks and side effects. These include, but are not limited to:

1. Postoperative discomfort and swelling that may require several days of at-home recuperation.
2. Prolonged or heavy bleeding that may require additional treatment.
3. Possible damage to adjacent teeth, especially those with large fillings or crowns, requiring replacement of the filling or crown, extraction, or root canal therapy of the tooth/teeth involved.
4. Postoperative infection that may require additional treatment, including hospitalization and/or general anesthetic.
5. Stretching of the corners of the mouth that may cause cracking and bruising and may heal slowly.
6. Restricted mouth opening during healing; sometimes related to swelling and muscle soreness and sometimes related to stress on the jaw joints (TMJ), especially when TMJ problems already exist.
7. Injury to the nerve underlying lower teeth resulting in numbness or tingling of the chin, lip, cheek, gums and/or tongue which may persist for several weeks, months or, in rare instances, permanently.
8. Sinus involvement: Teeth or roots can be displaced into the maxillary sinus requiring additional procedure(s) to remove. This could also require hospitalization and a general anesthetic.
9. Allergic reactions to any of the medications used in the procedure.
10. Dry socket (Alveolar Osteitis) - failure of a normal blood clot to form in the extraction site causing jaw pain, usually requiring additional care.
11. Injury to the temporomandibular joint (TMJ): Removal of teeth may produce pain, clicking, and/or limitation of motion (trismus). If you have a preexisting TMJ disorder Dr. Hornaday should be notified before surgery. Removal of teeth can aggravate a preexisting problem with your TMJ even with the gentlest of care. If a problem with your TMJ should occur further treatment may be necessary.
12. Heavy bleeding. This may require hospitalization and/or a general anesthetic to resolve.
13. Sharp ridges or bone splinters may form later at the edge of the socket. These usually require another surgery to smooth or remove.
14. Incomplete removal of tooth fragments, either intentionally or unintentionally.
15. Jaw fracture requiring wiring of the jaw shut or hospitalization for application of plates and screws.
16. Accidental swallowing of a tooth, restoration, crown, or other foreign material that may require x-rays and additional procedures in the hospital to remove.
17. I understand that when teeth are removed a space is created. I understand that teeth next to or opposing the space may migrate or supererupt into the space which may lead to their removal as well if nothing is done to replace the extracted teeth.

## Procedure Consent (cont.)

Regarding Exposing and Bracketing of Teeth:

- I understand that if a bracket is being placed on a tooth that it may be dislodged during orthodontic treatment requiring additional surgery to replace it. I also understand that the impacted tooth being uncovered and bracketed may not be able to be brought into place by the orthodontist and may require removal.

Regarding biopsies:

- If a biopsy is being performed, I understand that more than one procedure may be necessary in order to remove the entire lesion if it is not removed in its entirety during the first procedure.
- Some lesions have a high reoccurrence rate and yours may reoccur and require additional operations months to years after the original surgery.
- I understand that a scar may occur at the biopsy site requiring further care or surgery.
- I understand that the tissue being removed will be sent to an outside oral pathology laboratory for a microscopic diagnosis and that there will be a separate fee for their services.
- I understand that Dr. Hornaday cannot be held responsible for the diagnosis rendered by the oral pathologist and that he will inform me if further treatment is necessary.

Regarding Dental Implants:

- I understand incisions will be made inside my mouth for the purpose of placing one or more root form structures (implant) in my jaw to serve as anchors for a missing tooth or teeth or to stabilize a crown (cap), bridge, or denture. I acknowledge that Dr. Hornaday has explained the procedure, including the number and location of the incisions and the type of implant to be used. I understand that the crown, bridge, or denture that will later be attached to this implant will be made and attached by a general dentist or prosthodontist and that a separate charge will be made for that work by him or her. I acknowledge that the fee paid to Dr. Hornaday is for the placement of the implant and any bone grafting ONLY.
- I understand that the implant must heal for a period of time before it can be used and that a second minor surgery may be required to uncover the top of the implant. I give my consent for the uncovering of the implant(s) at a specified future time and that all the items contained within this consent will apply.
- No guarantee can be or has been given that the implant(s) will last for a specific time period. It has also been explained to me that once the implant is inserted, the entire treatment plan must be followed and completed on schedule. If this schedule is not carried out, the implant may fail. I have been made aware that smoking and vaping can will cause implants to fail. I am solely responsible for the costs incurred to remove and/or replace failed implants.

I understand no warranties or guaranties of any kind have been made to me or anyone about the results of my surgery or procedure(s). I have been given adequate opportunity to read this entire form and to ask questions. I understand that it is my responsibility to inform my doctor if I wish to try another method of treatment to keep my tooth/teeth rather than undergo surgical intervention. I have been informed of the reason for my surgery, the risks involved, and possible alternate methods of treatment, if any, and I elect to undergo the treatment Dr. Hornaday has proposed. I certify that I have read and fully understand the terms and words in the above consent and /or any verbal explanations given to me by my doctor and/or his assistants, and that I give my consent voluntarily. If I am not the patient listed on this form, I certify that I am the legal guardian/health care representative of the patient listed on this form and have legal authority to make healthcare decisions for this patient.

Patient \_\_\_\_\_ Patient's Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Legal Guardian/POA Signature \_\_\_\_\_ Printed \_\_\_\_\_ Date \_\_\_\_\_

Witness Signature \_\_\_\_\_ Date \_\_\_\_\_



**Anthony J. Hornaday, D.D.S.**  
Oral Surgery of Indiana  
620 S. Tillotson Avenue ♦ Muncie, IN 47304 ♦ (765) 289-9705

**Medical/Protected Health Information Release Form  
(HIPAA Release Form)**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Release of Information

I authorize the release of my medical and protected health information from Anthony J. Hornaday, D.D.S. including all medical records, diagnoses, examination/test results, treatment, appointment times and information, claims information, and fees charged.

This information may be released to:

Spouse \_\_\_\_\_

Children \_\_\_\_\_

Other \_\_\_\_\_

Information is not to be released to anyone.

This Release of Information will remain in effect until terminated by me in writing.

Messages

Please call:  my home  my work  my cell Number: \_\_\_\_\_

If unable to reach me:

You may leave a detailed message

Please leave a message asking me to return your call

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## Acknowledgment of Receipt of Notice of Privacy Practices

**Anthony J. Hornaday, D.D.S.**

\* You May Refuse to Sign This Acknowledgment\*

**I have received a copy of this office's Notice of Privacy Practices.**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### For Office Use Only

We attempted to obtain written acknowledgment of receipt of our Notice of Privacy Practices, but acknowledgment could not be obtained because:

- Individual refused to sign
- Communications barriers prohibited obtaining the acknowledgment
- An emergency situation prevented us from obtaining acknowledgment
- Other (Please Specify)

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**Medicare Private Contract  
for the Patients of Anthony J. Hornaday, D.D.S.**

This Medicare Private Contract (“Agreement”) dated as of \_\_\_\_\_20\_\_\_\_, (“Effective Date”) is made by and between **Anthony J. Hornaday, D.D.S.**, (“Dr. Hornaday”) whose principal office is located at 620 S. Tillotson Ave., Muncie, IN 47304, and \_\_\_\_\_, (“you” or “the beneficiary, or his or her legal representative,”), who resides at \_\_\_\_\_(your address).

1. **Explanation.** Dr. Hornaday is no longer a participating physician with Medicare under the Social Security Act. This document explains Dr. Hornaday’s rights and obligations as your physician, and your rights and obligations as Dr. Hornaday’s patient. This contract is specifically limited to the financial agreement between you and Dr. Hornaday and does not obligate you or Dr. Hornaday to a specific medical treatment. A change in the Social Security Act, effective January 1, 1998, permits physicians and their Medicare patients, or their legal representatives, to enter into private written contracts regarding benefits. Beneficiaries, or their legal representatives, and physicians who take advantage of these private written contracts are not allowed to submit claims to Medicare, or to expect payment from Medicare. This applies only when you have a written private contract with a physician. It does not apply for other physicians that you see, unless you enter into a similar contract with those physicians.

You are not required to enter into a private contract with Dr. Hornaday, or with any physician that does not participate in the Medicare program. If you wish to continue to have your medical services paid under your Part B Medicare coverage, do not sign this agreement and transfer your care to another physician that is participating in the Medicare Part B program.

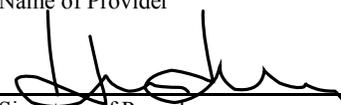
2. **Beneficiary Status.** You are a beneficiary currently enrolled in Medicare Part B or a beneficiary that may become enrolled in Medicare in the future. If you are not currently a Medicare beneficiary, this Agreement is applicable to you only upon your enrollment in Medicare.
3. **Dr. Hornaday’s Status.** Dr. Hornaday has not been excluded from providing Medicare services. Dr. Hornaday has personally decided not to participate in Medicare.
4. **Dr. Hornaday’s Obligations.**
  - a) Dr. Hornaday will provide medical treatment to you that you have agreed to receive.
  - β) Dr. Hornaday will not submit any claims to Medicare for any items or medical services that he provides, even if they are covered by Medicare.
  - χ) Dr. Hornaday will not execute this Agreement when you are facing a medical emergency or urgent health care situation.
  - δ) Dr. Hornaday will provide you with a copy of this Agreement before he provides medical services to you.
  - ε) If the Centers for Medicare and Medicaid Services (“CMS”) request a copy of this document, Dr. Hornaday will provide a copy to CMS.
5. **Beneficiary Obligations.**
  - a) The beneficiary, or his or her legal representative, agrees to be fully responsible for payment of all items or services furnished by Dr. Hornaday. The beneficiary, or his or her legal representative, understands that no Medicare reimbursement will be available for Dr. Hornaday’s services or any items furnished by him.
  - b) The beneficiary, or his or her legal representative, and Dr. Hornaday agree that limits under the Medicare program do not apply to amounts which Dr. Hornaday may charge the beneficiary, or his or her legal representative.

- χ) The beneficiary, or his or her legal representative, agrees not to submit a claim to Medicare and agrees not to ask Dr. Hornaday to submit a claim to Medicare for services provided to the beneficiary.
- d) The beneficiary, or his or her legal representative, understands that due to this private contract, Medicare payment will not be made for any items or services furnished by Dr. Hornaday. This applies to services which normally would be reimbursable under Medicare if this Agreement were not in place.
- e) The beneficiary, or his or her legal representative, understands that this contract pertains to Dr. Hornaday's services only and that Medicare covered medical services may be obtained from other physicians who have not opted out of Medicare. This contract does not apply to relationships which the beneficiary, or his or her legal representative, has with other physicians.
- f) Medigap plans under Section 1882 of the Social Security Act will not pay for services or items provided by Dr. Hornaday, since they are not covered by Medicare. It is also possible that other supplemental insurance plans may not pay for services or items provided by Dr. Hornaday, since they are not covered by Medicare.

6. **Term and Termination.** This document shall begin as of the Effective Date and be effective for one (1) year from the Effective Date (the "Initial Term"). **AT THE CONCLUSION OF THE INITIAL TERM OF THIS AGREEMENT, AND AT THE CONCLUSION OF EACH SUCCESSIVE RENEWAL TERM OF THIS AGREEMENT, THE TERM OF THIS AGREEMENT SHALL BE AUTOMATICALLY EXTENDED FOR ADDITIONAL ONE (1) YEAR PERIODS** (each, a "Renewal Term"). This Agreement shall automatically terminate upon the first to occur of the following: (1) Dr. Hornaday's election to participate in the Medicare program; (ii) in the event that Dr. Hornaday or the beneficiary, or his or her legal representative, violate any of the items set forth herein; or (iii) upon thirty (30) days prior written notice from one party to the other party; provided, however, that all amounts owed for items or services provided prior to the termination of this Agreement are the responsibility of the beneficiary, or his or her legal representative.

7. **Indemnification and Successors and Assigns.** The parties agree that this Agreement shall be fully binding upon their successors and assigns and that the beneficiary, or his or her legal representative, will indemnify and defend Dr. Hornaday against any claims, losses, liabilities or costs incurred as a result of any services provided to the beneficiary, or his or her legal representative, under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the Effective Date first written above.

|  |  |
|--|--|
| Anthony J. Hornaday, D.D.S.  |  |
| Name of Provider   | Name of Beneficiary                            |
|  |  |
| Signature of Provider  | Signature of Beneficiary                       |
| 620 S. Tillotson Ave., Muncie, IN 47304  |  |
| Principal Office Address   | Beneficiary's Legal Representative             |
| 1407897523   |  |
| National Provider Identifier (NPI)   | Beneficiary's Legal Representative's Signature |