

## **Installment agreement for patients who are less than 25% above ideal body weight**

This Installment Agreement (the "Agreement") is made and entered into by and between Dr. Richard Levin, M.D., PSC ("Doctor") and the patient ("Patient") and significant other ("Other") identified, listed and signed at the end of this agreement on the date indicated ("Date") at the end of this Agreement by Patient and Other.

### **RECITALS:**

- (A) Patient desires to retain Doctor to perform a procedure known as microsurgical tubal anastomosis (the "Procedure"). Doctor offers the Procedure on a prepaid basis only.
- (B) Patient desires to pay using a series of prepayments as more particularly set forth herein.
- (C) In exchange for performance of all Patient's obligations hereunder, Doctor is willing to fix the rate for the Procedure at today's going rate and to perform the Procedure as set forth herein.

**NOW, THEREFORE**, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

- (1) Provided Patient fully and timely makes payment in the amounts and at the times provided for herein (hereinafter, "Payment Plan"), Doctor agrees to accept, as full payment for the Procedure, the total amount paid by Patient as set forth herein. Upon Patient fully completing the Payment Plan, Doctor agrees to schedule the Patient for the performance of the Procedure and shall perform the Procedure within a reasonable time, considering Doctor's schedule and other duties as well as the hospital's schedule. Notwithstanding the foregoing, however, Patient understands and agrees that Doctor shall not be obligated to schedule or perform the Procedure unless and until (a) Patient gives informed consent to Doctor to perform the Procedure and (b) Patient enters into Doctor's standard Business Terms Agreement for Surgery, which all of Doctor's patients are required to enter into prior to the time surgery is scheduled, a copy of which has been made available to Patient for review at [www.babies-by-levin.com/consent\\_reversal.htm](http://www.babies-by-levin.com/consent_reversal.htm). (If you wish to have a paper copy of this, please call 1-502-584-7787).
- (2) In order to obtain the performance by Doctor of the Procedure on the terms provided in the preceding paragraph, Patient acknowledges that Patient must comply with the terms of the following Payment Plan.

### **Total Amount:**

The total amount due for this service is \$7,000.00 for an in-patient procedure or \$6,200.00 for an out-patient procedure, (hereinafter, the "Fee") for a patient as listed with body weight between normal to less than 25% above ideal body weight as listed at [www.babies-by-levin.com/weight.htm](http://www.babies-by-levin.com/weight.htm)

### **Initial Installment:**

The initial installment is \$291.67 dollars for an in-patient procedure or \$258.33 for an out-patient procedure and is due upon the execution of this Agreement.

### **Monthly Installments:**

The monthly installments are \$291.67 per month for an in-patient procedure or \$258.33 for an out-patient procedure for a total of 24 months including the initial installment.

Each monthly payment shall be made on or before the first day of the month, beginning on the first day of the month following the patient's signing date below and continuing each month thereafter until fully paid. No interest shall be paid to Patient on amounts held by Doctor.

### **Height/Weight Restrictions**

I also understand and agree that if I present to Dr. Levin for the "Procedure" and do not meet the height/weight guidelines as set out on Dr. Levin's web site at <http://www.babies-by-levin.com/weight.htm>, then Dr. Levin may deny my surgery and/or I will be charged an additional \$1,500.00 above the currently posted surcharge listed therein for my height/weight. In the event Dr. Levin denies my surgery because I do not meet those height/weight guidelines, or if I choose not to pay the appropriate charges, I will be charged the entire fee for the scheduled procedure, which amount is a reasonable estimate of the damages and out-of-pocket expenses to Dr. Levin associated with such cancellation.

### **Late or Missed Payment**

If any payment is not made within 10 business days of the due date thereof, Doctor shall have no obligation under this Agreement, the Agreement shall be terminated and the parties agree that Doctor may retain 25 % of all amounts paid to Doctor under the terms of this Agreement, which amount constitutes liquidated damages. The parties agree that these liquidated damages are reasonable and tailored to the time and effort that Doctor shall have put forth in scheduling Patient for the Procedure and the forfeited opportunity costs of Doctor.

- (3) The parties hereby agree and acknowledge that this Agreement is not a financing agreement and that it is an installment agreement for the monthly payment of a professional fee.
- (4) For each payment that is not made on or before the 1st of the month, Doctor may charge Patient a late charge of \$25.00 for his added expense in connection therewith.
- (5) This Agreement is of a personal nature and shall not inure to or be binding upon the parties' respective heirs, representatives, successors, or assigns unless agreed to in writing by both parties and signed by both parties.
- (6) In the event that this Agreement is breached by Patient, then Doctor shall be entitled to recover all costs of collection of any outstanding balance including all applicable late charges, court costs; interest at the rate of eighteen percent (18%) per annum from the date that the first payment was not timely made until the entire amount is paid in full and attorneys' fees.
- (7) In the event Patient fails to appear for any scheduled surgery without prior notice, Doctor shall treat such failure to appear as a cancellation without notice, as provided in Doctor's Standard Business Terms Agreement for Surgery, and the Fee paid by patient shall be retained by Doctor as a reasonable estimate of the damages and out-of-pocket expenses to Doctor associated with the cancellation.
- (8) In the event that Doctor accepts any late payment or decides not to enforce any provision of this Agreement at any time, then any such acceptance or decision shall not act as a waiver of Doctor's rights hereunder with respect to any future late payment or default by Patient.
- (9) Patient agrees to release Richard M. Levin, M.D., PSC and Richard M. Levin, M.D. from this Agreement in the event of his retirement, demise or inability to continue in the practice of reproductive endocrinology; provided all amounts paid under the Payment Plan are repaid to Patient.
- (10) This Agreement supersedes all prior agreements of the parties relating to the subject matter of this Agreement, and there are no understandings or agreements between the parties relating to the subject matter of this Agreement other than those expressed in this Agreement.
- (11) No alteration, modification, or addition to the terms of this Agreement shall be valid, unless made in writing and signed by all parties.
- (12) This Agreement and all matters pertaining to its validity, construction, interpretation and effect shall be governed by the laws of the Commonwealth of Kentucky. The venue for any litigation concerning this Agreement shall be the Jefferson Circuit Court or Jefferson District Court, Louisville, Jefferson County, Kentucky.

**Entered into by:**

\_\_\_\_\_  
**Richard M. Levin, MD., PSC.**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Patient**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Significant Other**

\_\_\_\_\_  
**Date**