

Private Contract for Medicare Beneficiary with Provider(s) who Opted-Out of Medicare

This is a contract for medical services between Robert A. Josey, MD and/or Carlos Perez, PA-C, hereafter referred to as “Providers” and _____, who is a Medicare beneficiary and resides at _____, hereafter as referred to as “Medicare Beneficiary”.

1. Providers are “not” excluded from Medicare sections 1128, 1156 or 1892 or any other section of the Social Security Act. Medicare Beneficiary or his or her legal representative accepts full responsibility for payment of Providers’ charges for all services provided by the Providers.
2. Medicare Beneficiary of his or her legal representative understands and acknowledges that Medicare limits **do not** apply to what the Providers may charge for items or services furnished by the Providers.
3. Neither Medicare Beneficiary nor his or her legal representatives may submit a claim to Medicare or ask the Providers to submit a claim to Medicare for items or services furnished by the Providers.
4. Medicare Beneficiary or his or her legal representatives understands and acknowledges that Medicare payment will not be made for any item or services furnished by the Providers that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.
5. Medicare Beneficiary or his or her representative enters into this contract with the knowledge that the Medicare Beneficiary has the right to obtain Medicare-covered items and services from Providers and practitioners who have not opted-out of Medicare.
6. Medicare Beneficiary or his or her legal representatives acknowledge that the Medicare Beneficiary has not been compelled to enter into private contracts that apply to other Medicare-covered serviced by other Providers or practitioners who have not opted out.

7. Medicare Beneficiary or his or her legal representative understands and acknowledges that Medigap plans do not, and other supplemental plans may elect not to, make payments for terms and services not paid for by Medicare.

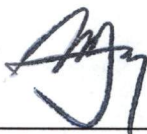
8. Medicare Beneficiary or his or her legal representative acknowledges and agrees that this contract is being entered into at a time that Medicare Beneficiary does not require emergency care services or urgent care services.

8. Medicare Beneficiary or his or her legal representative acknowledges that this written contract contains sufficiently large print to be readable to him or her.

9. Medicare Beneficiary or his or her legal representative acknowledges that he or she has had sufficient time to review the terms of this contract.

So agreed and stipulated this ____ day of _____, 20____.

This private contract becomes effective this ____ day of _____, 20____ and shall expire if not renewed, on 1 day of October, 2016 (Last day of Providers' opt-out period.)



Robert A. Josey, MD

(patient's signature)



Carlos Perez, PA-C

(patient's printed name)