

## **MEDICARE PRIVATE CONTRACT**

**THIS MEDICARE PRIVATE CONTRACT** (this “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”) by and between David J. Posey, M.D. (“Physician”), whose principal medical office is located at 9106 N Meridian St, Suite 210, Indianapolis, IN 46260 and \_\_\_\_\_ (“Patient”), who resides at \_\_\_\_\_.

### **Background**

Under a private contract, such as this Agreement, a Medicare beneficiary agrees to give up Medicare payment for services furnished by the physician and to pay the physician without regard to any limits that would otherwise apply to what the physician could charge. This Agreement is limited to the financial arrangement between Physician and Patient and is not intended to obligate either party to a specific course or duration of treatment.

### **Obligations of Physician**

1. Physician agrees to provide such treatment as may be mutually agreed upon by the parties and at mutually agreed upon fees.
2. Physician agrees not to submit any claims under the Medicare program for any items or services even if such items or services are otherwise covered by Medicare.
3. Physician acknowledges that (s)he will not execute this contract at a time when the patient is facing an emergency or urgent health care situation.

### **Obligations of Patient**

1. Patient or his/her legal authorized representative agrees not to submit a claim (or to request that Physician submit a claim) under the Medicare program for such items or services as Physician may provide, even if such items or services are otherwise covered under the Medicare program.
2. Patient or his/her legal authorized representative agrees to be responsible, whether through insurance or otherwise, for payment of such items or services and understands that no reimbursement will be provided under the Medicare program for such items or services.
3. Patient or his/her legal authorized representative acknowledges that that Medicare limits do not apply to what the Physician may charge for items or services furnished by the Physician.
4. Patient acknowledges that Medigap plans do not, and other supplemental insurance plans may elect not to, make payments for items and services not paid for by Medicare.
5. Patient acknowledges that (s)he has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that the (s)he is not compelled to enter into private contracts that apply to other Medicare covered services furnished by other physicians or practitioners who have not opted out.
6. Patient acknowledges that (s)he or his/her legal representative understands that Medicare payment will not be made for any items or services furnished by Physician that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.

**Physician's Status**

Patient further acknowledges his/her understanding that Physician has not been excluded from participation under the Medicare program.

**Term and Termination**

This Agreement shall commence on the Effective Date and continues indefinitely. Despite the term of this Agreement, either party may choose to terminate treatment with reasonable notice to the other party. Notwithstanding this right to terminate treatment, both Physician and Patient agree that the obligation not to pursue Medicare reimbursement, for items and services provided under this contract, shall survive this Agreement.

I have read and understand the provisions regarding private contracting. By signing this contract, I accept full responsibility for payment of Physician's charges for all services furnished to me from the Effective Date on, and acknowledge that a copy of this Agreement has been made available to me.

\_\_\_\_\_  
Name of Patient (Printed)

\_\_\_\_\_  
Signature of Patient or Legal Representative

\_\_\_\_\_  
David J. Posey, M.D.

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