

## MEDICARE PRIVATE CONTRACT

This agreement is between La Vergne Andre, DPM (Podiatrist), whose principal place of business is: 15480 Annapolis Road Bowie, MD 20715-1803 and \_\_\_\_\_ ("Patient"), who resides at \_\_\_\_\_ and is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. The Podiatrist has informed Patient that Podiatrist has opted out of the Medicare program effective most recently October 1, 2015 for a period of at least two years, and is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.

Podiatrist agrees to provide the following medical services to Patient:

### General Podiatric Services and Durable Medical Equipment

In exchange for the Services, the Patient agrees to make payments to Podiatrist pursuant to Podiatrist's current Fee Schedule (available upon request). Patient also agrees, understands and expressly acknowledges the following:

- Patient agrees not to submit a claim (or to request that Podiatrist submit a claim) to the Medicare program or a Medicare Advantage plan with respect to the Services, even if covered by Medicare Part B or Patient's Medicare Advantage plan
- Patient is not currently in an emergency or urgent health care situation.
- Patient acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to charges for the Services
- Patient acknowledges that Med-Gap plans will not provide payment or reimbursement for the Services because payment is not made under the Medicare program, and other supplemental insurance plans may likewise deny reimbursement.
- Patient acknowledges that he/she has a right, as a Medicare beneficiary, to obtain Medicare covered items and services from Podiatrists and practitioners who have not opted-out of Medicare, and that the patient is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other Podiatrists or practitioners who have not opted-out.
- Patient agrees to be responsible, whether through insurance or otherwise, to make payment in full for the Services, and acknowledges that Podiatrist will not submit a Medicare claim for the Services and that no Medicare reimbursement will be provided
- Patient understands that Medicare payment will not be made for any items or services furnished by the Podiatrist that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.
- Patient acknowledges that a copy of this contract has been made available to him/her

.• Patient agrees to reimburse Podiatrist for any costs and reasonable attorneys' fees that result from violation of this Agreement by Patient or his/her beneficiaries.

This private contract shall be effective beginning on the date indicated below and shall continue in effect until September 30, 2017, unless earlier terminated by Patient or Podiatrist.

Executed on \_\_\_\_\_ Date) by \_\_\_\_\_ (Patient)

Name of POA \_\_\_\_\_

Address of POA \_\_\_\_\_

\_\_\_\_\_

Phone; \_\_\_\_\_

Payment method:

Cash \_\_\_\_\_ Check \_\_\_\_\_ Credit/Debit Card

Card Number: \_\_\_\_\_

Exp. Date \_\_\_\_\_

CVV: \_\_\_\_\_

Zip Code: \_\_\_\_\_

La Vergne Andre, DPM