

Medicare Private Contract



This Medicare Private Contract (the "Agreement") dated as of _____, 20____, ("Effective Date") by and between Charles Marable, M.D. ("Physician"), whose office is located at 106 Mission Court, Suite 702A, Franklin, TN, 37067 and (Name) _____, a beneficiary enrolled in Medicare Part B ("Beneficiary"), who resides at (Address) _____

RECITALS:

- A. Physician does not participate in the Medicare program.
- B. The purpose of the Agreement is to satisfy certain requirements of the federal regulations, including, but not limited to, Section 1802(b) of the Social Security Act, 42, U.S.C. Section 1395(b), and 42 CFR405.415, as the same may be amended from time to time.

Now, therefore, in consideration of the premises and of the covenants and agreements set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Background

- (a.) A change in the Social Security Act, effective January 1, 1998, permits Medicare beneficiaries and physicians to contract privately outside of the Medicare program. Under the law as it existed prior to January 1, 1998, a physician was not permitted to charge a beneficiary more than a certain percentage in excess of the Medicare fee schedule amount (limiting charge). The law now permits physicians and beneficiaries to enter into private arrangements through a written agreement under which a beneficiary may agree to pay a physician more than that which would be paid under the Medicare program. However, beneficiaries and physicians who take advantage of this program are not permitted to submit claims or to expect payment for those services from Medicare.
- (b.) The purpose of this Agreement is to set forth the rights and obligations of the Physician and Beneficiary. This Agreement is limited to the financial agreement between Physician and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

2. Obligations of Physician

- (a.) Physician agrees to provide such treatment as may be mutually agreed upon by the parties. Physician shall provide Beneficiary with family medicine services, as medically indicated.
- (b.) Physician agrees not to submit any claims to the Medicare program for any items or services even if such items or services are otherwise covered by Medicare.
- (c.) Physician agrees to maintain a copy of this Agreement, and will submit copies to the Centers for Medicare and Medicaid Services (CMS), upon request by CMS.

3. Obligations and Acknowledgments of Beneficiary

- (a.) Beneficiary or his/her legal representative agrees to be fully responsible for payment of all items or services furnished by Physician and understands that no reimbursement will be provided under the Medicare program for such items or services.
- (b.) Beneficiary or his/her legal representative acknowledges and understands that no limits under the Medicare Program (including the limits under section 1848(g) of the Social Security Act) apply to amounts that may be charged by Physician for such items or services.
- (c.) Beneficiary or his/her legal representative agrees not to submit a claim to Medicare and further agrees not to ask Physician to submit a claim to Medicare for any items or services furnished by Physician.
- (d.) Beneficiary 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 was not a private contract and a proper Medicare claim had been submitted.

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- (e.) Beneficiary or his/her legal representative enters into this Agreement with the knowledge and understanding that he/she has the right to obtain Medicare-covered items and services from physicians and practitioners who do participate in the Medicare program.
- (f.) Beneficiary or his/her legal representative understands that Medigap plans under Section 1882 of the Social Security Act do not, and other supplemental insurance plans may elect not to make payments for such items and services not paid for by Medicare.
- (g.) Beneficiary acknowledges that this Agreement was not executed at a time when Beneficiary was facing an emergency or urgent health care situation.
- (h.) Beneficiary or his/her legal representative acknowledges that the Centers for Medicare and Medicaid Services (CMS) has the right to obtain a copy of this Agreement upon request.
- (i.) Terms and Termination. This Agreement shall become effective as of the Effective Date and shall remain in effect for one year. A material breach of any provision of this Agreement by either party shall be grounds for immediate termination of the Agreement. Either party may choose to terminate treatment with reasonable notice to the other party. Notwithstanding this right to terminate treatment, both Physician and Beneficiary or his/her legal representative agree that the obligation not to pursue Medicare reimbursement for items and services provided under this Agreement shall survive this Agreement.

4. Indemnification Beneficiary or his/her legal representatives will indemnify, hold harmless and defend Physician and his respective officers, directors, employees, and agents, from and against any and all claims, losses, liabilities, costs, and other expenses (including, without limitation, reasonable attorneys' fees) incurred as a result of or arising directly or indirectly out of or in connection with any breach of Beneficiary's obligations hereunder.

5. Successors and Assigns. The parties agree that this Agreement shall be fully binding on their heirs, successors and assigns.

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

Charles Marable, M.D.

Patient (or Legal Representative)