
MEDICARE PRIVATE CONTRACT FORM
USE THIS FORM IF YOU ARE A MEDICARE BENEFICIARY

-- Updated April 10, 2016 --

▶ **Should You Use This Form?**

This form constitutes an Agreement between you (or your legal representative) and Dr. Sterling regarding his services to you. Dr. Sterling has "opted out" of Medicare, which means that he can bill you for his services at a rate that is *not* governed by Medicare *but* is only governed by what you and he agree on is the cost for the service(s). If you wish to read Dr. Sterling's Medicare Opt-Out Affidavit, it can be made available upon request.

You or your legal representative will be solely responsible for the cost of services which must be paid by cash, check, or credit card.

Before you sign this form, you or your legal representative and Dr. Sterling should have a clear, and preferably written, understanding as to the cost of the service you wish to purchase from Dr. Sterling. Dr. Sterling does not offer sliding-scale or discounted services and his fees are publicly posted at his office website, www.BellevuePsychiatry.com on the "Services" page.

This means that neither he nor you may ever bill Medicare for such services or expect Medicare to cover the expenses of such services. Dr. Sterling has opted out of Medicare in the past and continues to opt out from April 10, 2016, onward. In addition, the cost of any prescriptions or other procedures or appliances that are ordered by Dr. Sterling will not be eligible for Medicare reimbursement.

This explanation is provided to you only to help you understand the use of this form, not to interpret it, nor to amend it or alter its meaning in any way, whatsoever.

If you are a Medicare beneficiary, you must fill this form out and agree to the terms hereof, or no service can be provided to you by Dr. Sterling.

If you wish to fill this form out before meeting with Dr. Sterling, you may print it out and write in the requested information.

MEDICARE PRIVATE CONTRACT

THIS AGREEMENT (hereinafter "Agreement") is entered into by and between Ron Sterling, M.D. (hereinafter "Physician") whose principal medical office is located at 12356 Northup Way, #100, Bellevue, WA 98005 (Phone: 206-784-7842) **and**

(print name of beneficiary)

(a beneficiary enrolled in Medicare Part B, hereinafter "Beneficiary"), who resides at

Background

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 contract under which the Beneficiary may agree to pay the physician more than that which would be paid under the Medicare program.

However, beneficiaries and physicians who take advantage of this provision are not permitted to submit claims or to expect payment for those services from Medicare. The physician has certain other obligations, such as filing an affidavit with the appropriate Medicare carrier(s), a copy of which can be viewed by requesting it.

The purpose of this contract is to permit the beneficiary and the physician to take advantage of this change in the Medicare law and sets forth the rights and obligations of each. Furthermore, this Agreement is limited to the financial arrangement between Physician and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

Obligations of Physician

Physician agrees to provide such treatment as may be mutually agreed upon by the parties and at mutually agreed upon fees.

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.

Physician acknowledges that he will not execute this contract at a time when the Beneficiary is facing an emergency or urgent health care situation.

Physician agrees to submit copies of this contract to the Health Care Financing Administration (HCFA) upon the request of HCFA.

Obligations of Beneficiary

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, which includes all prescription medications;

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;

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;

Beneficiary or his/her legal representative understands that Medicare payment will not be made for any items or services, including all prescription medications ordered or 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;

Beneficiary or his/her legal representative enters into this contract with the knowledge and understanding 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 Beneficiary 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 of Medicare;

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; and

Beneficiary acknowledges that the Health Care Financing Administration (HCFA) has the right to obtain copies of this contract upon request.

Physician's Status

Beneficiary further acknowledges his/her understanding that Physician has been

excluded from participation under the Medicare program under section 1128 or any other section of the Social Security Act.

Term and Termination

This Agreement shall become effective on _____ and shall continue in effect for as long as Physician continues to opt out of the Medicare program, which opt-out period is now extended automatically by law, unless Physician terminates such opt-out status in writing to the appropriate Medicare entity. 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 Beneficiary agree that the obligation not to pursue Medicare reimbursement, for items and services provided under this contract, shall be legally binding for as long as Physician continues to opt out of the Medicare program.

Successors and Assigns

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

The parties hereto, intending to be legally bound by signing this Agreement below, have caused this Agreement to be executed on the date written below.

Ron Sterling, M.D.

Date of Signature

Beneficiary (printed) or his her Legal Representative

Signature of Beneficiary or his her Legal Representative

Date of Signature