Private Contract between Dr. Nemechek and Patient

Dr. Nemechek has voluntarily elected to Opt-Out of Medicare, effective May 28, 2018. A physician who opts out is excluded from Medicare under §§1128, 1156 or 1892 of the Social Security Act and

you, the patient ("Beneficiary") Name: _____
DOB: _____

and Dr. Patrick M. Nemechek, D.O., ("Physician/Practitioner") agree to the following Private Contract ("contract"):

1. The beneficiary, or (his/her) beneficiary's legal representative accepts full responsibility for payment of the physician's charge for all services furnished by the physician/practitioner;

2. The beneficiary or (his/her) beneficiary's legal representative understands that Medicare limits do not apply to what the physician/practitioner may charge for items or services furnished by the physician/practitioner;

3. **The beneficiary, or (his/her) beneficiary's legal representative agrees not to submit a claim to Medicare or to ask the physician/practitioner to submit a claim to Medicare;**

4. The beneficiary or (his/her) beneficiary's legal representative understands that Medicare payment will **not** be made for any items or services furnished by the physician/practitioner that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted;

5. The beneficiary or (his/her) beneficiary's legal representative enters into the contract with the knowledge that the beneficiary (he/she) has the right to obtain Medicare covered items and services from physicians and practitioners who have not opted out of Medicare, and that the 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;

6. The expected or known effective date is May 28, 2018 and the expected or known expiration date of the current 2-year opt-out period is May 28, 2020 and will be automatically renewed every two-year period;

7. The beneficiary or (his/her) beneficiary's legal representative understands that Medigap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare;

8. This contract will be signed by the beneficiary or (his/her) beneficiary's legal representative and by the physician/practitioner;

9. This contract is not to be entered into by the beneficiary or by the beneficiary's legal representative during a time when the beneficiary requires emergency care services or urgent care services. (However, a physician/practitioner may furnish emergency or urgent care services to a Medicare beneficiary in accordance with §40.28);

10. A copy will be provided (a photocopy is permissible) to the beneficiary or to the beneficiary's legal representative before items or services are furnished to the beneficiary under the terms of the contract;

11. The contract will be retained (original signatures of both parties required) by the physician/practitioner for the duration of the current opt-out period, will be made available to CMS upon request, and will be entered into for each (2-year) opt-out period.

Executed on this _____ day of _____, _____ by
Date Month Year

_____ _____
Beneficiary Printed Name Physician/Practitioner Printed Name

_____ _____
Beneficiary Signature Physician/Practitioner Signature

or

_____
Beneficiary's Legal Representative
Printed Name

_____
Beneficiary's Legal Representative
Signature

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