

## MEDICARE PRIVATE CONTRACT

This agreement is entered into by and between any and all providers (physicians, nurse practitioners, and physicians assistants referred hereafter as “Provider”) who have “Opted Out” at Acute Family Medicine Clinic, Inc and Alaska Healthcare Associates, whose principal medical offices are located at 11470 Business Blvd, St 100, Eagle River, AK 99577 and 11823 Old Glenn HWY, St 104, Eagle River, Ak 99577, and \_\_\_\_\_ (“Patient”), who resides at \_\_\_\_\_ and is a Medicare Part B beneficiary.

We, the undersigned, acknowledge and fully understand that:

1. A change in the Social Security Act, effective January 1, 1998, permits Medicare beneficiaries and physicians to contract privately outside of the Medicare Program.
2. The purpose of this contract is to permit Patient and Provider to take advantage of this change in the Medicare law, and to set forth the rights and obligations of each.
3. This contract is a financial agreement between the Patient and Provider only, and is not intended to obligate either party to a specific course or duration of treatment.
4. Provider has informed patient that he or she has “opted out” of the Medicare program for a period of at least two years and that Provider has not been excluded from participation under the Medicare program under section 1128, 1156, 1892 or any other section of the Social Security Act.
5. The opt out period is from January 1, 2008 to January 1, 2010, or later for providers hired after January 1, 2008.
6. Provider and Patient acknowledge that this contract is not being executed at a time when the Patient is facing an emergency or urgent healthcare situation.
7. Provider agrees to provide such treatment to Patient as may be mutually agreed upon by the parties and at mutually agreed upon fees.
8. Provider agrees not to submit any claims under the Medicare program for any items or services rendered to Patient even if such items or services are otherwise covered by Medicare.
9. Patient agrees not to submit any claims or to request that the Physician submit any claims under the Medicare program for any items or services rendered to Patient even if such items or services are otherwise covered by Medicare.
10. Patient agrees to be fully responsible for payment of all items or services furnished by Provider and understands that no reimbursement will be provided under the Medicare program for such items and services.
11. Patient understands and acknowledges that neither Medicare’s fee limitations nor any other Medicare reimbursement regulations apply to Provider’s charges for such items or services.
12. Patient understands and acknowledges that he/she has the right to obtain Medicare covered items and services from providers 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 providers or practitioners who have not opted out of Medicare.
13. Patient understands and acknowledges that Medigap plans will not provide payment or reimbursement for such items or services because payment is not made under the Medicare program, and that other supplemental insurance plans may likewise deny reimbursement.
14. Patient understands and acknowledges that the Medicare payment will not be made for any items or services furnished by Provider that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.
15. Provider agrees to provide Patient with a copy of this document before items or services are furnished to Patient under its terms.
16. Provider and Patient acknowledge that the Centers for Medicare Services (CMS) has the right to obtain copies of this contract upon request.

- 17. Provider and Patient understand that either party may choose to terminate treatment with reasonable notice to the other party. Notwithstanding this right to terminate treatment, both Provider and Patient agree that the obligation not to pursue Medicare reimbursement for items and services provided under this contract shall survive this contract.
- 18. The parties agree that this contract shall be fully binding on their heirs, successors, and assigns.

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

Patient Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Patient Name: \_\_\_\_\_ SS #: \_\_\_\_\_

Daniel J. Coverdell, MD: \_\_\_\_\_ Date: \_\_\_\_\_

Lubov M. Coverdell, MD: \_\_\_\_\_ Date: \_\_\_\_\_

Thomas J. Elton, MD: \_\_\_\_\_ Date: \_\_\_\_\_

Larry P. Fisher, PA-C: \_\_\_\_\_ Date: \_\_\_\_\_

Francis Todd Turner, PA-C: \_\_\_\_\_ Date: \_\_\_\_\_

Suzanne Straub, ANP: \_\_\_\_\_ Date: \_\_\_\_\_