

**Medicare Private Contract
for the patients of
Michael G. McNamara M.D. LLC**

This Medicare Private Contract (“Agreement”) dated as of _____, (“Effective Date”) is made by and between Michael G. McNamara M.D. LLC and any providers employed by the same (“Provider”), whose principal medical office is located at 4015 Lake Otis Parkway, Suite 201, Anchorage, AK 99508, and _____, (“patient”) a Beneficiary enrolled in Medicare Part A and B who resides at _____ (Beneficiary’s address).

1. **Explanation.** Physician is no longer a participating physician with Medicare and this document explains Provider’s rights and obligations as your provider, and your rights and obligations as Provider’s patient. This contract is specifically limited to the financial agreement between you and your Provider and does not obligate you or Provider to a specific medical treatment. A change in the Social Security Act, effective January 1, 1998, permits providers and their Medicare patients to enter into private contracts regarding benefits. Patients and providers who take advantage of these private written contracts are not allowed to submit claims to Medicare, or to expect payment from Medicare. This applies only when you have a written private contract with a provider. It does not apply for other providers that you see, unless you enter into a similar contract with those providers.

If you wish to continue to have your medical services paid under your Part B Medicare coverage, do not sign this agreement and transfer your care to another provider that is participating in the Medicare Part B program.

2. Provider’s Obligations

- a. Provider will provide medical treatment to you that you have agreed to receive.
- b. Provider will not submit any claims to Medicare for any items or medical services that he provides, even if they are covered by Medicare. This does not include ancillary services. For example, if Provider orders X-rays, the practice may provide that service and may bill Medicare for that service. Other examples of ancillary services include: MRI’s, Physical Therapy, Occupational Therapy and some Casting and DME services.
- c. Providers will not execute this Agreement when you are facing a medical emergency or urgent health care situations.
- d. Provider will provide you with a copy of this Agreement before s/he provides medical services to you.
- e. If the Centers for Medicare and Medicaid Services (“CMS”) requests a copy of this document, Provider will provide a copy to CMS.

3. Patient’s Obligations

- a. The patient agrees to be fully responsible for payment of all items or services furnished by the Provider. The patient fully understands that no Medicare

reimbursement will be available for Provider's services or any items furnished by him.

- b. The patient and Provider agree that limits under the Medicare program do not apply to amounts which Provider may charge the patient.
 - c. The patient agrees not to submit a claim to Medicare and agrees not to ask Provider to submit a claim to Medicare for services provided to the patient.
 - d. The patient understands that due to this private contract, Medicare payment will not be made for any items or services furnished by Provider. This applies to services which normally would be reimbursable under Medicare.
 - e. The patient understands that this contract pertains to Provider's services only and that Medicare covered medical services may be obtained for other providers who have not opted out of Medicare. This contract does not apply to relationships which the patient has with other providers.
 - f. Medigap plans under Section 1882 of the Social Security Act will not pay for services or items provided by Provider, since they are not covered by Medicare. It is also possible that other supplemental insurance plans may not pay for services or items provided by Provider, since they are not covered by Medicare.
4. **Provider's Status.** Provider has not been excluded from providing Medicare services. Provider has personally decided not to participate in Medicare.
5. **General Agreement Information.** This document shall begin as of the date listed above and shall be effective for two (2) years from this Effective Date. This document will terminate in the event that Provider or patient violate any of the items listed. The patient and/or Provider are allowed to terminate their relationship at any time. If this occurs, the person terminating the medical relationship will notify the other within a reasonable timeframe.
6. **Indemnification and Successor and Assigns.** The parties agree that this Agreement shall be fully binding upon their successors and assigns and that the patient will indemnify and defend Provider against any claims, losses, liabilities or costs incurred as a result of any services provided to the patient under this Agreement.

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

PROVIDER

BENEFICIARY/PATIENT:

Patient's Printed Name

Patient or Legal Representative Signature

Legal Representative Printed Name