

Medicare Private Contract

This agreement is entered into this ____ day of _____, 20__, by and between Dr. Penny Chow (hereinafter called "Physician"), whose principal medical office is located at 52 Sugar Creek Center Blvd, Ste. 225. Sugar Land, TX 77478 and _____ (a patient enrolled in Medicare Part B, hereinafter called "Patient"), who resides at _____.

A. Background

A new provision in the Social Security Act 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 patient more than a certain percentage in excess of the Medicare fee schedule amount. A new provision, which became effective on January 1, 1998, permits physicians and patients to enter into private arrangements through a written contract under which the patient may agree to pay the physician more than that which would be paid under the Medicare program.

However, patients 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 Secretary of Health and Human Services and appropriate Medicare carrier(s), a copy of which is attached to this contract. The purpose of this contract is to permit the patient (who is otherwise a Medicare Beneficiary) and the physician to take advantage of this new provision 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 Patient and is not intended to obligate either party to a specific course or duration of treatment.

B. Obligations of Physician

1. Physician agrees to provide such treatment as may be mutually agreed upon by the parties and at mutually agreed upon fees.
2. 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.
3. Physician acknowledges that she will not execute this contract at a time when the Patient is facing an emergency or urgent health care situation.

C. Obligations of Patient

1. Patient agrees not to submit a claim (or to request that the physician submit a claim) under the Medicare program for such items or services as Physician may provide, even if such items or services are otherwise covered under the Medicare program;
2. Patient agrees to be responsible, whether through insurance or otherwise, for payment of such items or services and understands that no reimbursement will be provided under the Medicare program for such items or services;
3. Patient acknowledges 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;
4. Patient acknowledges that Medicare 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 because payment is not made under the Medicare program; patient further agrees not to submit any Medicare claims; and
5. Patient acknowledges that (s)he has the right to have such items or services provided by other physicians or practitioners for whom payment would be made under the Medicare program.

D. Physician's Status

Patient further acknowledges his/her understanding that Physician has been excluded from participation under the Medicare program under section 1128.

E. Term and Termination

This agreement shall commence on the above date and shall continue in effect until _____. Despite the term 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 Patient agree that the obligation not to pursue Medicare reimbursement, for items and services provided under this contract, shall survive this contract.

F. 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 first written above.

Dr Penny Chow
Name of Physician (printed)

Name of Patient (printed)

Signature of Physician

Signature of Patient