

MEDICARE BENEFICIARY PRIVATE CONTRACT

This Medicare Beneficiary Private Contract ("Agreement") is by and between Donald R. Counts, M.D., 2905 San Gabriel St., Austin, Texas, ("Physician") and the following Patient, who is a Medicare beneficiary:

Name: _____

Address: _____

SSN: _____

Date of Birth: _____

NOTE: If the above Patient has a legal representative who is responsible for signing this Agreement, the Legal Representative is identified as follows:

Name: _____

Address: _____

Relationship to Patient: _____

For purposes of this Agreement, the term "Patient" as used hereafter shall include the Patient or his or her legal representative.

1. Purpose of Agreement. The purpose of this Agreement is to set forth the agreement between Physician and Patient for payment as a consequence of Physician's election to "opt out" of the Medicare reimbursement system for Medicare Part B Physicians and Practitioners, under §1802 of the Social Security Act, as amended by §4507 of the Balanced Budget Act of 1997.

2. Physician Status as Medicare Part B Physician.

a. Physician hereby informs Patient that Physician has elected to "opt out" of the Medicare Part B Reimbursement program by filing the required forms with the Medicare Carrier, for a period of at least two years.

b. Physician has NOT been otherwise excluded from participation in the Medicare program under §1128, §1156, or §1892 of the Social Security Act.

c. Physician may NOT submit bills to a Medicare carrier for payment for the treatment of a Medicare Part B beneficiary during the "opt out" period.

d. Patient may NOT submit bills from Physician for treatment of Patient to a Medicare Carrier during the "opt out" period, even though such treatment would be otherwise covered by Medicare.

3. Patient Acknowledgement.

a. Patient understands and acknowledges that treatments and services of Physician which would otherwise be covered by Medicare will NOT be covered by Medicare during the “opt out” period.

b. Patient understands and acknowledges that certain services and items furnished by Physician were not covered by Medicare prior to the Physician’s “opt out” filing, and that this Agreement is not required for those services by Physician.

c. Patient understands and acknowledges that “Medigap” plans, and Medicare + Choice plans do NOT, and certain other supplemental insurance plans may chose not, to make payment for treatment, services or items furnished by Physician under this Agreement.

d. Patient acknowledges that Physician is not limited by Medicare regulations in the amount Physician may charge for services or items furnished to Patient during the “opt out” period.

e. Patient acknowledges that he or she has the right to have such treatment services or items furnished by another physician who has not “opted out” of Medicare and may seek treatment by another physician at any time.

f. Patient acknowledges that he or she is not required or compelled to enter into private contracts that apply to other Medicare-covered services furnished by another physician.

4. Patient Agreement.

a. Patient agrees that he or she will NOT submit a bill to a Medicare Carrier for treatment by Physician during the period of time in which Physician has elected to opt out of the Medicare Part B Reimbursement system, even though such treatment may be otherwise covered by Medicare.

b. Patient agrees that he or she will not request Physician to submit a bill to a Medicare Carrier for treatment by Physician during the period of time in which Physician has elected to Opt out of the Medicare Part B Reimbursement system, even though such treatment may be otherwise covered by Medicare.

c. Patient agrees that in return for treatment by Physician, Patient will receive a bill directly from Physician for professional medical services and items furnished by Physician and will be personally responsible for payment of such professional medical services and items directly to Physician.

5. Agreement Entered into in Non-Emergency and Non-Urgent Care Condition.

Patient and Physician agree and acknowledge that at the time this Agreement is entered into, Patient is not facing an emergency or urgent health care situation.

6. Effective Dates of "Opt Out" period.

The effective dates of the Physician's "opt out" period are 06-04-2014 to 06/04/2016.

SIGNED this _____ day of _____, 201__.

Physician:

Patient:

Donald R. Counts, M.D.

(Print Name)_____

OR

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Patient's Legal Representative:

(Print Name)_____