

# Medicare Private Contract

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This agreement is entered into on \_\_\_\_\_ between \_\_\_\_\_  
(hereinafter referred to as "Physician"), whose principal medical office is located at  
\_\_\_\_\_, and \_\_\_\_\_ (hereinafter  
referred to as "Patient"), a Medicare Part B beneficiary residing at  
\_\_\_\_\_.

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## Background

The Social Security Act allows Medicare beneficiaries and physicians to contract privately outside the Medicare program. This agreement outlines the rights and obligations of both parties under this provision.

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## Terms of agreement

### 1. Physician status:

The Physician **has / has not** been excluded from participation in the Medicare program under Section 1128 of the Social Security Act.

### 2. Opt-out period:

The Physician's current Medicare opt-out period is from \_\_\_\_\_ to \_\_\_\_\_.

### 3. Payment responsibility:

The Patient accepts full responsibility for payment of the Physician's charges for all services furnished by the Physician.

### 4. Medicare limits:

The Patient acknowledges that Medicare limits do not apply to what the Physician may charge for items or services provided.

### 5. Claim submission:

The Patient agrees not to submit a claim to Medicare or request the Physician to submit a claim to Medicare for services provided under this contract.

### 6. Medicare payment:

The Patient understands that no Medicare payment will be made for any items or services furnished by the Physician that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.

### 7. Beneficiary rights:

The Patient acknowledges their right to obtain Medicare-covered items and services from physicians who have not opted out of Medicare.

**8. Supplemental insurance:**

The Patient understands that Medigap plans will not, and other supplemental plans may choose not to, make payments for items and services not paid for by Medicare.

**9. Emergency services:**

This contract was not entered into during a time when the Patient required emergency or urgent care services.

**10. Term:**

This agreement shall commence on the above date and remain in effect until

\_\_\_\_\_.

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**Acknowledgment**

By signing below, both parties confirm that they have read, understood, and agree to the terms of this private contract.

**Patient signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Physician signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_