

# The Whole Woman, PLLC

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## Private Contract with Medicare Beneficiary

Dr. Amy M. Bruton ("Physician") NPI 1952365744

7509 Six Forks Road, Suite 101, Raleigh, NC 27615

Beneficiary \_\_\_\_\_ ("Beneficiary")

Legal representative (if applicable) \_\_\_\_\_ Beneficiary Medicare Number \_\_\_\_\_

Date \_\_\_\_\_

This private contract agreement is between the physician and beneficiary noted above. The beneficiary is a Medicare Part B Beneficiary and is seeking services covered under Medicare Part B. The physician above has informed the beneficiary, or her legal representative, the physician has opted-out of the Medicare Program. The current Medicare opt-out period is from February 1, 2020 to February 1, 2022. The physician noted above is not excluded from participating in Medicare Part B under subsection 1128, 1156, or 1892 of the Act.

The beneficiary, or her legal representative, prior to any services being rendered, has read and agree to the following terms of the private contract by placing their initials by the items below:

\_\_\_\_ I, or my legal representative, accept full responsibility for payment of the physician's charge for all services furnished by this physician;

\_\_\_\_ I, or my legal representative, understands that Medicare limits do not apply to what the physician may charge for items or services furnished by the physician;

\_\_\_\_ I, or my legal representative, agree not to submit a claim to Medicare or to ask the physician to submit a claim to Medicare;

\_\_\_\_ I, or my legal representative, have been informed of the expected or known effective and expiration date of the opt-out period; which is February 1, 2020 to February 1 2022;

\_\_\_\_ I, or my legal representative, understand that Medicare payment will not be made for any items or services furnished by the physician that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted;

\_\_\_\_ I, or my legal representative, enter into the contract with the knowledge that the beneficiary has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that the beneficiary is not compelled to enter into private contracts that apply to other medicare covered services furnished by other physicians or practitioners who have not opted out;

\_\_\_\_ I, or my legal representative, understand that Medigap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare;

\_\_\_\_ I, or my legal representative, agree this contract was not entered into during a time when the beneficiary required emergency care services or urgent care services.

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Dr. Amy Bruton will retain the original contract (original signatures of both parties required) for the duration of the opt-out period.

Dr. Amy Bruton will supply CMS with a copy of this contract upon request.

Dr. Amy Bruton understands that the current private contract remains in effect for two years. If she again opts-out of Medicare, she will expediently complete a new contract for each Medicare beneficiary and will expediently submit the appropriate affidavit(s) to all local Medicare carriers.

\_\_\_\_\_  
[Patient/Legal Representative's Signature]

\_\_\_\_\_  
[Physician's Signature] NPI 1952365744

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_