

Private Contract (Medicare Opt-Out)

Practitioner Carol Ummel Lindquist, Ph.D.

Beneficiary [Client name] _____

[address] _____

[city/state/zip] _____

[Phone] _____

email _____

[Medicare ID#] _____

Section 4507 of the 1997 Balanced Budget Act allows a physician or practitioner to enter a private contract with a Medicare beneficiary (the one who receives services).

The Practitioner has informed Beneficiary or his/her legal representative that Practitioner has opted out of the Medicare program for a period of at least two years,

Beginning **29 March 2020** Ending **28 March 2022**

The Practitioner is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 of the Social Security Act.

Beneficiary or his/her legal representative acknowledges and agrees to the following:

- Beneficiary or his/her legal representative accepts full responsibility for payment of the Practitioner's charge for all services furnished by Practitioner.
- Beneficiary or his/her legal representative understands that Medicare limits do not apply to what the Practitioner may charge for items or services furnished by the Practitioner.
- Beneficiary or his/her legal representative agrees not to submit a claim to Medicare or to ask the Practitioner to submit a claim to Medicare.
- Beneficiary or his/her legal representative understands that Medicare payment will not be made for any items or services furnished by the Practitioner that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.
- Beneficiary or his/her legal representative enters into this contract with the knowledge that he/she has the right to obtain Medicare-covered items and services from physicians

and practitioners who have not opted out of Medicare, and 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.

- Beneficiary or his/her legal representative understands that Medi-Gap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.
- Beneficiary or his/her legal representative acknowledges that the beneficiary is not currently in an emergency or urgent health care situation.**
- Beneficiary or his/her legal representative acknowledges that a copy of this contract has been made available to him/her.

Date _____

x _____
Beneficiary or his/her legal representative (if so, show nature of representation)

x _____
Carol Ummel Lindquist, Ph.D.