

## Medicare Private Contract

This agreement is entered into by and between Laura Asbell, PhD, (hereinafter called “Provider”), whose principal office is located at 505 W Riverside, Ste 500, Spokane, WA 99201, and who also provides services at 17080 W Laura Ln, Post Falls, ID 83854, and

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(a beneficiary enrolled in Medicare Part B, hereinafter called “Beneficiary”), who resides at \_\_\_\_\_.

### Background

A change in the Social Security Act, effective January 1, 1998, permits Medicare beneficiaries and providers to contract privately outside of the Medicare program. Under the law as it existed prior to January 1, 1998, a provider was not permitted to charge a beneficiary more than a certain percentage in excess of the Medicare fee schedule amount (limiting charge). The law now permits providers and beneficiaries to enter into private arrangements through a written contract under which the Beneficiary may agree to pay the Provider more than that which would be paid under the Medicare program.

However, beneficiaries and providers who take advantage of this provision are not permitted to submit claims for payment or to expect payment for those services from Medicare. The Provider has certain other obligations, such as filing an affidavit with the appropriate Medicare carrier(s), a copy of which is attached to this contract. The purpose of this contract is to permit the Beneficiary and the Provider to take advantage of this change in the Medicare law, and it sets forth the rights and obligations of each. Furthermore, this agreement is limited to the financial agreement between Provider and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

### Obligations of Provider

1. Provider agrees to provide such treatment as may be mutually agreed upon by the parties and at mutually agreed upon fees.
2. Provider agrees not to submit any claims for payment under the Medicare program for any items or services even if such items or services are otherwise covered by Medicare.
3. Provider acknowledges that she will not execute this contract at a time when the Beneficiary is facing an emergency or urgent healthcare situation.

4. Provider agrees to provide the beneficiary or his/her legal representative with a copy of this document before items or services are furnished to the beneficiary under its terms.
5. Provider agrees to submit copies of this contract to the Centers for Medicare and Medicaid Services (CMS), upon the request of the CMS.

#### Obligations of Beneficiary

1. Beneficiary or his/her legal representative agrees to be fully responsible for payment of all items or services furnished by Provider and understands that no reimbursement will be provided under the Medicare program for such items or services.
2. Beneficiary or his/her legal representative acknowledges and understands 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 Provider for such items or services.
3. Beneficiary or his/her legal representative agrees not to submit a claim for payment to Medicare and further agrees not to ask Provider to submit a claim for payment to Medicare.
4. Beneficiary or his/her legal representative understands that Medicare payment will not be made for any items or services furnished by Provider that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.
5. Beneficiary or his/her legal representative enters into this contract with the knowledge and understanding that he/she has the right to obtain Medicare-covered items and services from providers or 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 providers or practitioners who have not opted out of Medicare.
6. Beneficiary or his/her legal representative understands that Medigap 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 not paid for by Medicare.
7. Beneficiary or his/her legal representative acknowledges that the Centers for Medicare and Medicaid Services (CMS) has the right to obtain copies of this contract upon request.

#### Provider's Status

Beneficiary or his/her legal representative further acknowledges his/her understanding that Provider has not been excluded from participation under the Medicare program under section 1128, 1156, 1892 or any other section of the Social Security Act.

