

PRIVATE CONTRACT FOR MEDICAL TREATMENT

This Contract is being entered into by and between James E. Smith, D.O. (the "Physician"), a physician who has been duly licensed in the state of Ohio and who has not been excluded from the Medicare Program pursuant to sections 1128, 1156, 1892 or any other section of the Social Security Act, and \_\_\_\_\_ (the "Patient"), who is a Medicare beneficiary at the time of this contract. Pursuant to Title XVIII (Medicare) of the Social Security Act (42 U.S.C. 1395a, et Seq.) ("Title 18"), the Patient agrees as follows:

- 1. I (or my legal representative) agree not to submit any claim (or request that Physician submit a claim), to Medicare for such items or services are otherwise used or employed by Physician in his treatment of me, even if such items or services are otherwise covered by Title 18.
2. I (or my legal representative) agree to be responsible, whether through insurance or otherwise, for payment of all such items or services used or employed by Physician in his treatment of me.
3. I (or my legal representative) acknowledge that no Medicare payment will be made for any items or services furnished by Physician that would have otherwise been covered by Medicare if no private contract existed and a proper Medicare claim had been submitted.
4. I (or my legal representative) acknowledge that no limits under Title 18 (42 U.S.C. 1395a, et seq., including under 42 U.S.C. 1848(g) apply to amounts that may be charged for any items of services used or employed by Physician in his treatment of me.
5. I (or my legal representative) acknowledge that Medigap plans under Title 18 (42 U.S.C. 1395ss) do not, and other supplemental insurance plans may elect not to, make payments for such items and services used or employed by Physician in his treatment of me, because payment is not being made pursuant of Title 18.
6. I (or my legal representative) acknowledge that as a Medicare beneficiary, I have the right to obtain Medicare-covered items or services provided by other Physicians or practitioners who have not opted out of Medicare and I am 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.
7. I (or my legal representative) acknowledge and agree that this Contract has not been entered into at a time when I am facing an emergency or urgent health care situation.
8. I (or my legal representative) acknowledge that this contract is expected to become effective on \_\_\_\_\_ and shall remain effective for two years or until \_\_\_\_\_.
9. I (or my legal representative) acknowledge that a copy of this contract has been received by patient (or legal representative) before items or services are provided to Patient under the terms of this contract.

In consideration of these promises, Physician agrees to treat patient in the best and most effective manner determined by Physician (after consultation with Patient) for the health and well being of Patient.

WHEREFORE, this contract has been entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, between those parties indicated above.

Witness: \_\_\_\_\_ Signature Printed Name

PATIENT or LEGAL REPRESENTATIVE \_\_\_\_\_ Signature Printed Name