

MEDICARE DISCLOSURE

ROBINSON MD
FUNCTIONAL & CONCIERGE MEDICINE

This membership agreement ("Agreement") by and between **Robinson MD** ("Practice") and _____ ("Member") who resides at _____ and is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. The physician has informed the Member that the physician has opted-out of Medicare effective July 1, 2010 for a period of at least 2 years, and is not excluded from participating in Medicare Part B under sections 1128, 1156, 1892 or any other section of the Social Security Act.

MEDICARE PRIVATE CONTRACT DISCLOSURE: Member agrees, understands, and expressly acknowledges the following:

- Member agrees not to submit a claim (or to request that Physician submit a claim) to the Medicare program for the Services, even if covered by Medicare Part B.
- Member is not currently in an emergency or urgent health care situation.
- Member acknowledges that Medi-Gap plans will not provide payment or reimbursement for the Services because payment is not made under the Medicare program, and other supplemental insurance plans may likewise deny reimbursement.
- Member acknowledges that he has a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from physicians and practitioners who have not opted-out of Medicare, and that the patient 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.
- Member agrees to be responsible to make payment in full for the Services, and acknowledges that Physician will not submit a Medicare claim for the Services and that no Medicare reimbursement will be provided.
- Member understands 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 were no private contract and a proper Medicare claim were submitted.
- Member understands that Medicare limits do not apply to what the physician or practitioner may charge for items or services furnished by the physician or practitioner.
- Member acknowledges that a copy of this contract has been made available to him.

Executed on _____ (date) _____
Patient Signature **Print Name**

Stacey J. Robinson, M.D. _____ date _____