

MEDICARE OPT-OUT ACKNOWLEDGEMENT

Practice's Services are voluntarily subscribed to by Member on a cash or private fee basis.

Practice's physician owner has voluntarily elected to formally "opt-out" of the Medicare program. This means Practice will not submit any Medicare claims and will not receive any payment from Medicare. Practice is also out-of-network with other private healthcare insurance plans and does not contract with or submit for reimbursement to any plan (including Medicare). Membership Fees may not be submitted to Medicare for reimbursement.

Member is signing this Agreement to evidence his or her understanding and agreement regarding payment for any services to be provided by Practice. Practice hereby certifies that physician has not been excluded from participation in the Medicare program under section 1128, 1156, or 1892 or any other section of the Social Security Act.

The effective date of Practice's healthcare professional opt-out is July 1, 2017 (Stacey J. Robinson) and January 1, 2021 (Emily A. Burk).

Practice agrees: i) to provide Member with a signed copy of this Agreement before items or services are furnished to Member under its terms; ii) and to retain the original Agreement (original signatures of both Parties required) for the duration of the current opt-out period; and to submit copies of this Agreement to the Centers for Medicare and Medicaid Services ("CMS") upon the request of CMS.

By executing this Agreement, Member acknowledges and agrees as follows, if or when Member is eligible for Medicare, with respect to Services and any other items or services provided by Practice to Member (initial each in the blank):

_____ Member accepts full responsibility for payment of Practice's charge for all services furnished by Practice or any other employee of Practice, including the Program Fees of Schedule "A."

_____ Member understands that Medicare limits do not apply to what Practice may charge for Services or other items or services furnished by Practice.

_____ Member agrees not to submit a claim to Medicare or to ask Practice to submit a claim to Medicare, even if such items or services would otherwise be covered under Medicare if Practice was Medicare participatory.

_____ Member understands that Member has the right to obtain Medicare-covered items and services from other physicians and practitioners who have not opted out of Medicare, and Member is not compelled to enter into this Agreement. Member voluntarily enters this Agreement to secure the Services. Member may secure plan-reimbursed care from other physicians or practices, but none of Practice's Services (or other items or services) may be submitted to Medicare or any other plan for reimbursement.

_____ Member understands that any Medicare replacement plans or "Medigap Plans" do not cover or reimburse the Services, and Practice out-of-network and not participatory with any such plans.

_____ Member is not facing an emergency or urgent health care situation.

Member signs this Agreement voluntarily and fully understands its terms as they relate to Medicare and other plan lack of coverage or reimbursement with respect to Practice.

Member:

Signature: _____ Print Name: _____ Date: _____