



**PRIVATE CONTRACT – PROVIDER OPT-OUT OF MEDICARE**

This agreement is between Dr. Matthew Russo (“Physician”) and patient \_\_\_\_\_ (“Patient”). The Patient is a Medicare Part B beneficiary seeking Services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. Physician has informed Patient that Physician has opted out of the Medicare program effective on **January 1, 2025** for a period of at least two years until **January 1, 2027**. The above noted Physician is not and has not been excluded from participating in Medicare Part B under Sections 1128, 1156, 1892 or any other section of the Social Security Act.

Patient is signing this Private Contract to evidence his or her understanding and agreement regarding payment for any medical services provided by Physician. In exchange for medical services provided by Physician, Patient agrees to make payments to Physician pursuant to the Physician’s Fee Schedule. Patient also agrees, understands and expressly acknowledges the following:

- Patient agrees not to submit a claim (or to request that Physician submit a claim) to the Medicare program with respect to the Services, even if covered by Medicare Part B.
- Patient acknowledges that neither Medicare’s fee limitations nor any other Medicare reimbursement regulations apply to charges for the Services.
- Patient acknowledges that MediGap 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.
- Patient acknowledges that he or she 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.
- Patient 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.
- Patient 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 was no private contract and a proper Medicare claim was submitted.
- Patient does not currently require emergency or urgent care services. This contract does not apply for emergency or urgent care services and Medicare will cover you for these services normally.
- Patient acknowledges that a copy of this contract was provided to him or her, is available at any time, and that a copy of the contract will be provided to Medicare upon request.
- Patient agrees to reimburse Physician for any costs and reasonable attorney fees that result from violation of this Agreement by Patient or his or her beneficiaries.

Executed on \_\_\_\_\_ [date] by:

\_\_\_\_\_ (Patient/Guarantor name) \_\_\_\_\_ (Physician name)

\_\_\_\_\_ (Patient/Guarantor Signature) \_\_\_\_\_ (Physician Signature)