Physician-Patient Private Contract (Medicare Beneficiary Only)

Even though you, the patient, and Jennifer Lorine, DO, the physician, are entering into a private agreement outside of Medicare, it is required by Medicare that an agreement is made to the following terms Medicare has specified, prior to your first appointment. This agreement protects Medicare from payment responsibility for services you receive from this practice. If requested by Medicare, this agreement will be provided in order to resolve any misunderstanding. Please review the following and sign to confirm your acceptance of the terms of this contract.

The undersigned Medicare beneficiary (or Medicare beneficiary's legal representative) is signing this private contract to evidence his or her understanding and agreement regarding payment for any services to be provided by Jennifer Lorine, DO. Dr. Lorine submitted an opt-out affidavit as of January 2015, and the estimated expiration of the opt-out period is December 2016. The physician plans to extend the opt-out period further upon expiration.

By executing this private contract, the Medicare Beneficiary acknowledges and agrees as follows with respect to all items or services provided by Physician to Medicare Beneficiary:

- 1. That the Medicare beneficiary will not submit a claim, or request the physician to submit a claim, for payment under Medicare, even if such items or services would otherwise be covered under Medicare.
- 2. The Medicare beneficiary agrees to accept full responsibility for payment in full at the time of service, in accordance with Physician's current fee schedule, whether Medicare beneficiary is reimbursed through private insurance or otherwise, for payment for all such items or services.
- 3. Medicare Beneficiary understands that no reimbursement can or will be provided by Medicare for such services or items provided by Dr. Lorine.
- 4. The physician is not limited by Medicare in the amount that she may charge Medicare Beneficiary for the items or services provided, and that Medicare Beneficiary will pay Dr. Lorine's charges in full at the time of service.
- 5. That Medi-gap plans do not make payment, and other Medicare supplemental insurance plans may opt not to make payment, for services furnished by the physician.

- 6. That the Medicare Beneficiary has the right to have the items or services sought from the physician to be provided by other physicians or practitioners whose items or services who would be covered by Medicare.
- 7. That Medicare Beneficiary is not in an emergency or urgent health care situation
- 8. That the Medicare Beneficiary agrees to reimburse the physician for any costs, collection fees, and reasonable attorney's fees that result from violation of this agreement by the Medicare Beneficiary.
- 9. That the Medicare Beneficiary acknowledges a copy of this agreement has been provided to them.
- 10. That the Medicare Beneficiary signs this private contract voluntarily and upon full understanding of the terms.

Medicare Beneficiary	
D	
Date	
Physician	
Date	