

STORY FAMILY MEDICINE MEDICARE PRIVATE CONTRACT

This Medicare Private Contract ("Agreement") dated _____, ("Effective Date") is made by and between Rodney Story, MD or Matthew Rice, DO or Matthew McCabe, MD or Lisa Halpert, NP or Andrew Becker, PA-C ("Provider") of Story Family Medicine, Inc. ("Practice") and _____ ("Patient") a Beneficiary enrolled in Medicare Part B who's date of birth is: _____ and who's address is: _____.

1. Explanation.

- a. Provider is no longer a participating physician with Medicare. This document explains Provider's rights and obligations as Patient's doctor, and Patient's rights and obligations.
- b. This contract pertains to the medical services provided to Patient under the Prime Direct Primary Care Patient Membership Agreement.
- c. As a result of a change to the Social Security Act, effective January 1, 1998, medical providers, and their Medicare patients are permitted to enter into private contracts regarding benefits. Patients and providers who wish to take advantage of these private written contracts are not allowed to submit claims to Medicare, or to expect payment from Medicare. This applies only when a patient has a written private contract with a medical provider.
- d. If Patient wishes to continue to have his or her medical services paid under Patient's Part B Medicare coverage, Patient should not sign this agreement and should not enroll in Practice's Direct Primary Care Membership Program ("Program") or sign the Membership Agreement. Patient should seek care from a provider that is participating in the Medicare Part B program.

2. Provider's Obligations.

- a. Provider will make available to Patient the Program Services as delineated in the Direct Primary Care Membership Program.
- b. Provider will not submit any claims to Medicare for any items or medical services rendered to Patient, even if they are covered by Medicare.
- c. Provider will not execute this Agreement when Patient is facing a medical emergency or urgent health care situations.
- d. Provider will provide Patient with a copy of this Agreement before Provider administers medical services to Patient.
- e. If the Centers for Medicare and Medicaid Services ("CMS") requests a copy of this document, Provider will provide a copy to CMS.

3. Patient's Obligations

- a. Patient agrees to be fully responsible for payment of all items or services furnished by the Provider, including the monthly membership fees associated with the Program and any additional fees due at the time services are rendered. Patient fully understands that no Medicare reimbursement will be available for Provider's services, or any items furnished by Provider under the Program.
- b. Patient and Provider agree that limits under the Medicare program do not apply to amounts which Provider may charge Patient.
- c. Patient agrees not to submit a claim to Medicare and agrees not to ask Provider to submit a claim to Medicare for services provided to Patient.
- d. Patient understands that due to this private contract, Medicare payment will not be made for any items or services furnished by Provider. This applies to services which normally would be reimbursable under Medicare.
- e. Patient understands that this contract pertains to Provider's services only and that Medicare-covered medical services may be obtained from other

providers who have not opted out of Medicare. This contract does not apply to relationships which Patient may have with other providers.

- f. Medigap plans under Section 1882 of the Social Security Act will not pay for services or items provided by Provider, since they are not covered by Medicare. It is also possible that other supplemental insurance plans may not pay for services or items provided by Provider, since they are not covered by Medicare.
4. **Provider's Status.** Provider has not been excluded from providing Medicare services. Provider has personally decided not to participate in Medicare.
5. **General Agreement Information.** This agreement may be terminated by either Provider or Patient in accordance with the termination provisions in Section 14 of the Covenant Direct Primary Care Membership Agreement. Notwithstanding this right to terminate, both Provider and Patient agree that the obligation not to pursue Medicare reimbursement for items and services provided in the Covenant Direct Primary Care Membership Agreement will survive this contract.
6. **Indemnification and Successor and Assigns.** Both Provider and Patient agree that this Agreement shall be fully binding upon their heirs, successors and assigns and that Patient will indemnify and defend Provider against any claims, losses, liabilities, or costs incurred as a result of any services provided to Patient under both this Agreement and the Covenant Direct Primary Care Membership Agreement.

IN THE WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date first written above.

PROVIDER

BENEFICIARY/PATIENT:



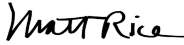
Rodney Story, MD

Signature of Patient or Legal Representative



Matthew McCabe, MD

Printed Name of Patient or Legal Representative



Matthew Rice, DO

Date



Andrew Becker, PA-C

Lisa Halpert, NP-C