

## PRIVATE CONTRACT FOR MEDICARE PATIENTS

This contract is entered into by and between Heather Hopper, Ph.D. (hereinafter called “health care professional”), whose principal office is located at 2200 Century Parkway, Suite 200, Atlanta GA 30345 and \_\_\_\_\_ (hereinafter called “beneficiary”), who resides at \_\_\_\_\_, and shall become effective on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ and shall expire on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ (the “opt out period”), unless otherwise renewed in accordance with the 42 U.S.C. 1395a; 42 C.F.R. 405, Subpart D.

### **Health Care Professional Obligations**

The health care professional acknowledges that she is not excluded from Medicare under sections 1128, 1156, 1892 or any other section of the Social Security Act.

The health care professional acknowledges that this contract shall not be entered into with the beneficiary, or the beneficiary's legal representative, during a time when the beneficiary requires emergency care services or urgent care services, except that the health care professional may furnish emergency or urgent care services to a Medicare beneficiary in accordance with 42 C.F.R. § 405.440.

The health care professional acknowledges that she must retain this contract (with original signatures of both parties to this contract) for the duration of the opt-out period, and that it shall be made available to the Centers for Medicare and Medicaid Services (CMS) upon request.

The health care professional shall provide a copy of this contract to the beneficiary, or to his or her legal representative, before items or services have been furnished to the beneficiary under the terms of this contract.

The health care professional acknowledges that she must enter into a contract for each opt-out period.

### **Beneficiary Obligations**

The beneficiary, or his or her legal representative, accepts full responsibility for payment of the health care professional's charge for all services furnished by the health care professional.

The beneficiary, or his or her legal representative, understands that no payment will be provided by Medicare for items or services furnished by the health care professional that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

The beneficiary, or his or her legal representative, understands that Medicare limits do not apply to what the health care professional may charge for items or services furnished by the health care professional.

The beneficiary, or his or her legal representative, agrees not to submit a claim, nor ask the health care professional to submit a claim, to Medicare for Medicare items or services, even if such items or services are otherwise covered by Medicare.

The beneficiary acknowledges that this written private contract contains sufficiently large print to ensure that the beneficiary is able to read this contract.

The beneficiary, or his or her legal representative, has entered into this contract with the knowledge that he or she has the right to obtain Medicare-covered items and services from health care professionals and practitioners who have not opted-out of Medicare and for whom payment would be made by Medicare for their covered services, and that the beneficiary has not been compelled to enter into private contracts that apply to other Medicare-covered services furnished by other health care professionals or practitioners who have not opted-out.

The beneficiary, or his or her legal representative, understands that Medigap plans do not, and other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

The beneficiary, or his or her legal representative, understands that this agreement shall not be entered into with the health care professional during a time when the beneficiary requires emergency care services or urgent care services, except that the health care professional may furnish emergency or urgent care services to a Medicare beneficiary in accordance with 42 C.F.R. § 405.440.

The beneficiary, or his or her legal representative, acknowledges that a copy of this contract has been provided to the beneficiary, or to his or her legal representative, before items or services have been furnished to the beneficiary under the terms of this contract.

I understand that during the opt-out period, a Medicare Advantage plan may not by law make any payments to the health care professional for any Medicare items and services furnished to the beneficiary under this contract.

Heather Hopper, Ph.D.

**Name of Health Care Professional (printed)**

\_\_\_\_\_  
**Signature of Health Care Professional**                      **Date**

2200 Century Parkway, Suite 200                      404-631-6310  
Atlanta GA 30345

**Principal Office Address**                      **Telephone Number**

1922317213

**National Provider Identifier**

\_\_\_\_\_  
**Name of Beneficiary (printed) or His/Her Legal Representative**

\_\_\_\_\_  
**Signature of Beneficiary or**                      **Date**  
**His/Her Legal Representative**

\_\_\_\_\_  
**Home Address**                      **Telephone Number**