

PRIVATE CONTRACT

This Agreement is between James Neuenschwander, M.D. ("Dr. Neuenschwander"), whose principal place of business is Varsity Dr., Ann Arbor, MI 48108, and

Beneficiary: _____ (“Beneficiary”)
Who Resides at: _____

and is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997.

Dr. Neuenschwander has informed Beneficiary or his/her legal representative that Dr. Neuenschwander has opted out of the Medicare program effective on January 1, 2018 for a period of two years, to expire on December 31, 2019.

Dr. Neuenschwander has not been and is not currently excluded from the Medicare program under Sections 1128, 1156, 1892, or any other section of the Social Security Act.

Dr. Neuenschwander agrees to provide the following services to Beneficiary (the "Services"), subject to the terms of this Agreement: Evaluation and Management, Consultation, Professional Component Services.

Although some Services would otherwise qualify as Medicare-covered services, pursuant to the terms of this Agreement Beneficiary or his/her legal representative will directly compensate Dr. Neuenschwander at his normal rate for the Services. Neither Beneficiary or his/her legal representative nor Dr. Neuenschwander will submit any claim to Medicare for the Services.

Beneficiary or his/her legal representative or his/her legal representative agrees, understands and expressly acknowledges the following:

1. Beneficiary is not currently in an emergency or urgent health care situation.
2. Beneficiary or his/her legal representative accepts responsibility for payment in full of Dr. Neuenschwander's charges for all Services rendered and items provided by Dr. Neuenschwander.
3. Beneficiary or his/her legal representative acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to charges for items or Services furnished by Dr. Neuenschwander.
4. Beneficiary or his/her legal representative **agrees not to submit a claim**, or to request that Dr. Neuenschwander submit a claim, to the Medicare program with respect to the Services, even if those Services are covered by Medicare Part B.
5. Beneficiary or his/her legal representative understands that a Medicare payment will not be made for any items or services furnished by Dr. Neuenschwander that would otherwise have

been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.

6. Beneficiary or his/her legal representative acknowledges and understands 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 Beneficiary or his/her legal representative 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.

7. Beneficiary or his/her legal representative understands **that MediGap plans do not provide payment or reimbursement for items or Services provided by Dr. Neuenschwander because payment is not made under the Medicare program. Beneficiary or his/her legal representative further understands that other supplemental plans may elect not to make payments for items or Services provided by Dr. Neuenschwander.**

8. Beneficiary or his/her legal representative agrees to be responsible to make payment in full for the Services and acknowledges that Dr. Neuenschwander will not submit a Medicare claim for the Services and that no Medicare reimbursement will be provided.

9. Beneficiary or his/her legal representative acknowledges that a copy of this Agreement was made available to him or her before any items or Services were furnished to Beneficiary under the terms of this Agreement.

10. Beneficiary or his/her legal representative acknowledges that Dr. Neuenschwander must provide a copy of this Agreement to the Centers for Medicare and Medicaid Services ("CMS") upon a request by CMS, and authorizes Dr. Neuenschwander to provide CMS with a copy of this Agreement upon a request by CMS. Beneficiary or his/her legal representative also authorizes Dr. Neuenschwander to provide a copy of this Agreement to any carrier who has jurisdiction over the claims that Dr. Neuenschwander would otherwise file with Medicare, upon request by that carrier.

11. Beneficiary or his/her legal representative agrees to reimburse Dr. Neuenschwander for any costs and reasonable attorney fees that result from violation of this Agreement by Beneficiary or his/her legal representative or his or her beneficiaries.

Executed by:

Beneficiary or his/her legal representative

Printed Name: _____

Signature: _____ Date: _____

And

James Neuenschwander, MD

Signature: _____ Date: _____