

PRIVATE CONTRACT

This Private Contract/agreement is between Kerri Williams, DO, MHA, FAAFP (“Physician”), whose principal place of business is 2301 SE Washington Blvd., Suite A, Bartlesville, Oklahoma 74006, and _____ (“Patient”), who resides at _____

_____ and is a **Medicare** beneficiary seeking services covered under **Medicare** pursuant to the Balanced Budget Act of 1997 § 4507. The Physician has informed Patient and that Patient understands that Physician has opted out of the **Medicare** program effective on the November 23, 2016 and is not excluded from participating in **Medicare** under Social Security Act § 1128, 1156, or 1892 or any other section.

In exchange for services, the Patient agrees, understands and expressly acknowledges the following:

- Patient or Patient’s legal representative agree not to submit a claim (or to request that Physician submit a claim for payment) to the **Medicare** program with respect to the services, even if such items and services would otherwise be covered by **Medicare**.
- Patient or Patient’s legal representative is not currently in an emergency or urgent health care situation.
- Patient or Patient’s legal representative acknowledge that neither **Medicare’s** fee limitations nor any other Medicare reimbursement regulations apply to charges for the services.
- Patient or Patient’s legal representative acknowledge that Medi-Gap plans will not provide payment or reimbursement for items and services by the Physician because payment is not made under the **Medicare** program, and other supplemental insurance plans may likewise deny reimbursement.
- Patient or Patient’s legal representative acknowledge that he/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 or Patient’s legal representative agree to be responsible to make payment in full for such items and services and acknowledge that Physician will not submit a **Medicare** claim for the services.
- Patient or Patient’s legal representative acknowledge that no reimbursement will be provided by Medicare for such items and services.
- Patient or Patient’s legal representative understand 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 were no private contract and a proper **Medicare** claim had been submitted.

- Patient or Patient’s legal representative acknowledge that a copy of this Private Contract has been provided to him/her.
- Patient or Patient’s legal representative acknowledge that Physician is not limited in the amount that she may charge the Patient for the items and services furnished and that Patient or Patient’s legal representative accepts full responsibility for payment of said charges.

Executed on this _____ day of _____, 20____.

Patient

Kerri Williams, DO, MHA, FAAFP