

### **Medicare Opt Out Private Contract**

This contract is between Jeneen Martin DDS and \_\_\_\_\_ (Medicare beneficiary, referred to in this contract as "Patient").

Dr Martin has elected to opt out of Medicare. A dentist who opts out is not required to submit claims on behalf of beneficiaries and is not subject to Medicare limits on charges for covered services.

1. Dr Martin represents that Dr Martin is excluded from participation under the Medicare program under §1128, 1156 or 1892 of the Social Security Act.

2. Patient (or Patient's legal representative) and Dr Martin agree that Patient is not now facing an emergency or urgent health care situation.

3. By signing this contract, Patient (or Patient's legal representative) does the following:

a. accepts full responsibility for payment of Dr Martin's charge for all services furnished by her;

b. understands that Medicare limits do not apply to what Dr Martin may charge for items or services furnished by her;

c. agrees not to submit a claim to Medicare or to ask Dr Martin to submit a claim to Medicare;

d. understands that Medicare payment will not be made for any items or services furnished by Dr Martin that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted;

e. enters into this contract with the knowledge that Patient has the right to obtain Medicare-covered items and services from dentists, physicians, and practitioners who have not opted out of Medicare, and that Patient is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other dentists, physicians, or practitioners who have not opted out;

f. understands that Medigap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare;

4. The expected effective date of the opt-out period is: July 1<sup>st</sup>, 2015.

The expected expiration date of the opt-out period is July 1<sup>st</sup>, 2017.

This contract shall remain in force and effect from the date it is signed by Patient until the end of the term of the Dentist's current opt-out period.

Accepted and Agreed: \_\_\_\_\_

Dr Jeneen Martin

Accepted and Agreed: \_\_\_\_\_

Patient or Patient's

Legal Representative

Date: \_\_\_\_\_

**Original Contract Must Be Retained by Dentist.**

**A Copy Will Be Provided To Patient or Patient's Legal Representative  
before**