

Physician-Patient Private Contract (“Agreement”) (Medicare Opt-Out)

Because I have opted out of Medicare, before we can proceed, Medicare REQUIRES your agreement to the following terms that MEDICARE HAS SPECIFIED. This Agreement protects Medicare from payment responsibility for services you receive directly from me. If requested by Medicare, this Agreement will be provided to resolve any misunderstanding and clarify our intent. This Agreement must be signed before I can see you as a patient. Please review the following and sign this Agreement to confirm your acceptance of the terms of this Agreement:

The undersigned patient/Medicare beneficiary (or the Medicare beneficiary’s legal representative) (either is referred to as “Medicare Beneficiary”) is signing this Private Contract to evidence his or her understanding and agreement regarding payment for any services to be provided by **C. Daniel Smith, M.D.** (“Physician”). Physician’s practice entity is known as Esophageal Institute of Atlanta, PC (also referred to as “Physician”).

Physician hereby certifies that Physician is not, and has not, been excluded from participation in the Medicare program under section 1128 or other applicable sections of the Social Security Act.

Physician further certifies that the effective date of Physician’s opt-out is April 1, 2016, and the estimated date of expiration of the opt-out period is March 31, 2018, provided that Physician may extend the opt-out period further.

By executing this Private Contract, Medicare Beneficiary acknowledges and agrees as follows with respect to all Physician services provided by Physician to Medicare beneficiary:

- That Medicare Beneficiary will not submit a claim, or request Physician to submit a claim, for payment under Medicare, even if such items or services would otherwise be covered under Medicare.
- That Medicare Beneficiary agrees to accept full responsibility for payment in full at the time of service, in accordance with Physician’s current fee schedule, whether Medicare Beneficiary is reimbursed through private insurance or otherwise, for payment for all such items or services.
- Medicare Beneficiary understands that NO reimbursement can or will be provided by Medicare for such items or services provided by Physician.

- That Physician is not limited by Medicare in the amount that he or she may charge Medicare Beneficiary for the items or services provided, and Medicare Beneficiary will pay Physician's charges in full at time of service.
- That Medigap plans do not make payment, and other Medicare supplemental insurance plans may choose not to make payment, for items or services furnished by Physician.
- That Medicare Beneficiary has the right to have the items or services sought from Physician to be provided by other physicians or practitioners whose items or services would be covered by Medicare.
- That Medicare Beneficiary is not in an emergency or urgent health care situation.
- That Medicare Beneficiary agrees to reimburse Physician for any costs, collection fees, and reasonable attorney's fees that result from violation of this Agreement by Medicare Beneficiary.
- That Medicare Beneficiary acknowledges a copy of this Agreement has been provided to Medicare Beneficiary.
- That Medicare Beneficiary signs this Private Contract voluntarily and upon full understanding of its terms.

Date: _____.

Patient Name: _____

Signature: _____

If Representative, Print Name and Relationship: _____

Physician:

C. Daniel Smith, M.D.