

## Patient's Private Contract for Care

Matthew H. May, M.D. is not excluded from Medicare; however, he has opted out under Section 1802 of the Social Security Act as Amended by #4507 of the Balanced Budget Act of 1997.

As a patient of Dr. May, I, my legal representative or guardian, fully understand and agree that:

- a. I am fully responsible for payment of all services furnished by Dr. May
- b. Medicare limits do not apply to what Dr. May may charge for items or services he provides.
- c. I will not submit a claim to Medicare or ask Dr. May to submit a claim to Medicare.
- d. Medicare payment will not be made for any items of services furnished by Dr. May that would otherwise have been covered by Medicare if there were no private contract and a Medicare claim had been submitted.
- e. As a patient, I have the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and I am 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.
- f. Dr. May's Medicare opt-out date is 1/31/2011 -- 1/31/2013
- g. Medigap plans do not and other supplemental plans may elect not to make payments for items and services not paid for by Medicare
- h. I am not entering into this contract during a time when I require emergency services or urgent care services.
- i. I understand that no services will begin until a contract has been signed in agreement with the terms of this consent
- j. The signed contract between Dr. May and myself will be made available to CMS upon request and will be entered into for each opt-out period of two years
- k. If Medicare informs Dr. May that it will only allow her a later Opt Out date, then this contract will be null and void.

Patient's Signature:

Date:

Patient's Name, Printed:

Dr. May's Signature: