

## **MEDICARE PRIVATE CONTRACT**

This Contract (the "Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between Skurcenski Primary Care, LLC, whose principal medical office is located at 645 North 12<sup>th</sup> Street Suite, 300 Lemoyne, PA 17043 and \_\_\_\_\_, (a patient enrolled in Medicare Part B, hereinafter called "Patient" and collectively the "Parties").

1. Alison Skurcenski, M.D. (hereinafter called "Physician"), a Skurcenski Primary Care physician, agrees to provide such treatment and for such fees as is mutually agreed upon in the Retainer Practice Agreement signed by the Parties.
2. Physician agrees not to submit any claims under the Medicare program for any items or services provided to Patient, even if such items or services are otherwise covered by Medicare.
3. Physician acknowledges that she will not execute this Contract at a time when the Patient is facing an emergency or urgent health condition.
4. Patient or his/her legally authorized representative agrees not to submit a claim (or to request that the Physician or Skurcenski Primary Care submit a claim) under the Medicare program for such items or services provided under this Contract or the Retainer Practice Agreement executed in conjunction with this Contract, even if such items or services are otherwise covered under the Medicare program.
5. Patient or his/her legally authorized representative agree to be fully responsible for all payments for such items or services provided under this Contract or the Retainer Practice Agreement executed in conjunction with this Contract and understands that no reimbursement will be provided under the Medicare program for such items or services.
6. Patient or his/her legal authorized representative acknowledges that Medicare limits do not apply to the charges for items or services provided under this Contract or the Retainer Practice Agreement executed in conjunction with this Contract.
7. Patient acknowledges that Medigap plans do not, and other supplemental insurance plans may elect not to make payments for items and services provided by Physician.
8. Patient acknowledges that (s)he has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that (s)he 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.
9. Patient acknowledges that (s)he or his/her legal representative understands that Medicare payment will not be made for any items or services provided under this Contract or the Retainer Practice Agreement executed in conjunction with this Contract that would have otherwise been

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

10. Patient further acknowledges his/her understanding that Physician has not been excluded from participation in the Medicare program under Section 1128 of the Social Security Act and has voluntarily opted out of participation in Medicare. Physician's current opt out period expires on 1/2/2024.
11. This Contract shall commence on the date of Patient's initial enrollment in the program, and shall continue in effect, and is valid, for one (1) year and until re-enrollment. Despite the term of the agreement, either party may choose to terminate treatment with thirty (30) days notice to the other party. Notwithstanding this right to terminate treatment, both Physician and Patient agree that the obligation not to pursue Medicare reimbursement, for items and services provided under this Contract and under the Retainer Practice Agreement executed in conjunction with this Contract, shall survive this Contract.
12. Physician agrees to provide Patient with a signed copy of this document before items or services are furnished to Patient under its terms. Physician also agrees to retain a copy of this document for the duration of the opt-out period.
13. Physician agrees to submit copies of this contract to the Centers for Medicare and Medicaid Services (CMS) upon the request of CMS.
14. Patient acknowledges that (s)he has read and understands the provisions regarding private contracting.
15. Patient acknowledges that by signing this Contract, (s)he accepts full responsibility for payment of the Physician's charges for all services furnished to Patient from the date written above.
16. Patient agrees to reimburse Physician for any costs and reasonable attorney fees that result from violation of this Contract by Patient or his beneficiaries.
17. The parties agree that this Contract will be fully binding on their heirs, successors, and assigns.

Physician Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Alison Skurcenski, M.D.

Patient Signature: \_\_\_\_\_ Date: \_\_\_\_\_