

PRIVATE CONTRACT

Doug A. Vermillion, MD

This agreement is between Doug A. Vermillion, MD (provider), whose principal place of business is Orthopaedic Research Clinic of Alaska, 2741 DeBarr Rd, Suite C214, Anchorage, AK 99508, and:

Medicare Beneficiary: _____

Medicare ID#: _____

- _____
Initials

• I, the Medicare Beneficiary, understand that Dr. Doug Vermillion has opted out of the Medicare program for a period of at least two years. The expected or known effective date of the opt-out period is January 1, 2011, and the expected or known expiration date is December 31, 2013.
- _____
Initials

• I, the Medicare Beneficiary, understand that the physician has not been excluded from participating in Medicare under [1128] §§1128, [1156] 1156 or [1892] 1892 of the Social Security Act, but has chosen voluntarily to opt-out.
- _____
Initials

• I, the Medicare beneficiary, or my legal representative, accept full responsibility for payment of all charges for services furnished by Dr. Vermillion.
- _____
Initials

• I, the Medicare beneficiary, or my legal representative, understand that Medicare limiting charges do not apply to what Dr. Vermillion may bill for items or services furnished, and that I will be charged the standard rates for these items or services.
- _____
Initials

• I, the Medicare beneficiary, or my legal representative agree not to submit a claim to Medicare or to ask Dr. Vermillion to submit a claim to Medicare as either a primary or secondary carrier.
- _____
Initials

• I, the Medicare beneficiary, or my legal representative understand that Medicare payment will not be made for any items or services furnished by Dr. Vermillion that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.
- _____
Initials

• I, the Medicare beneficiary, or my legal representative enter into this contract with the knowledge that I have the right to obtain Medicare-covered items and services from a physician and/or practitioner who has not opted-out of Medicare, and that 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.

Initials

- I, the Medicare beneficiary, or my legal representative understand 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. Dr. Vermillion’s office will bill your secondary insurance for you with a copy of the opt-out paperwork to give them the opportunity to pay, but there is no guarantee of coverage.

Initials

- Emergency Services: This contract cannot be entered into by myself, the Medicare beneficiary, or by my legal representative during a time when I, the Medicare beneficiary, require emergency care services or urgent care services. (However, a physician/practitioner may furnish emergency or urgent care services to a Medicare beneficiary in accordance with §3044.28 of the Medicare Carriers Manual.) Once I am stabilized and the emergency has passed, no further Medicare coverage through Dr. Vermillion will exist, so it is likely that follow-up office visits will not be covered. Dr. Vermillion will provide office visits and X-Rays at no charge for my immediate recovery from this specific emergent condition. Other items and services will need to be paid by me under the terms of this private contract. Dr. Vermillion will minimize costs as much as possible for me.

Initials

- I, the Medicare beneficiary, or my legal representative will receive or have received a copy (a photocopy is permissible) of this contract, before items or services are furnished to me under the terms of this contract.

Initials

- Dr. Vermillion will retain the original contract (original signatures of both parties required) for the duration of the opt-out period.

Initials

- Dr. Vermillion will supply CMS (Medicare) with a copy of this contract upon request.

Initials

- Dr. Vermillion understands that the current private contract remains in effect for two years. If he again opts-out of Medicare, he will expediently complete a new contract for each Medicare beneficiary and will expediently submit the appropriate affidavit(s) to all local Medicare carriers.

Patient’s Signature Date

Provider’s Signature Date

Patient’s Legal Representative Date

Witness Date

PRIVATE CONTRACT

Tracie J. Rieker, PA-C

This agreement is between Tracie J. Rieker, PA-C (provider), whose principal place of business is Orthopaedic Research Clinic of Alaska, 2741 DeBarr Rd, Suite C214, Anchorage, AK 99508, and:

Medicare Beneficiary: _____

Medicare ID#: _____

- _____
Initials

 - I, the Medicare Beneficiary, understand that Tracie J. Rieker, PA-C has opted out of the Medicare program for a period of at least two years. The expected or known effective date of the opt-out period is January 1, 2011, and the expected or known expiration date is December 31, 2013.

- _____
Initials

 - I, the Medicare Beneficiary, understand that the physician assistant has not been excluded from participating in Medicare under [1128] §§1128, [1156] 1156 or [1892] 1892 of the Social Security Act, but has chosen voluntarily to opt-out.

- _____
Initials

 - I, the Medicare beneficiary, or my legal representative, accept full responsibility for payment of all charges for services furnished by PA Rieker.

- _____
Initials

 - I, the Medicare beneficiary, or my legal representative, understand that Medicare limiting charges do not apply to what PA-Rieker may bill for items or services furnished, and that I will be charged the standard rates for these items or services.

- _____
Initials

 - I, the Medicare beneficiary, or my legal representative agree not to submit a claim to Medicare or to ask PA-Rieker to submit a claim to Medicare as either a primary or secondary carrier.

- _____
Initials

 - I, the Medicare beneficiary, or my legal representative understand that Medicare payment will not be made for any items or services furnished by PA-Rieker that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

- _____
Initials

 - I, the Medicare beneficiary, or my legal representative enter into this contract with the knowledge that I have the right to obtain Medicare-covered items and services from a physician and/or practitioner who has not opted-out of Medicare, and that 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.

- _____ Initials

 - I, the Medicare beneficiary, or my legal representative understand 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. PA Rieker’s office will bill your secondary insurance for you with a copy of the opt-out paperwork to give them the opportunity to pay, but there is no guarantee of coverage.

- _____ Initials

 - Emergency Services: This contract cannot be entered into by myself, the Medicare beneficiary, or by my legal representative during a time when I, the Medicare beneficiary, require emergency care services or urgent care services. (However, a physician/practitioner may furnish emergency or urgent care services to a Medicare beneficiary in accordance with §3044.28 of the Medicare Carriers Manual.) Once I am stabilized and the emergency has passed, no further Medicare coverage through PA-Rieker will exist, so it is likely that follow-up office visits will not be covered. PA-Rieker will provide office visits and X-Rays at no charge for my immediate recovery from this specific emergent condition. Other items and services will need to be paid by me under the terms of this private contract. PA-Rieker will minimize costs as much as possible for me.

- _____ Initials

 - I, the Medicare beneficiary, or my legal representative will receive or have received a copy (a photocopy is permissible) of this contract, before items or services are furnished to me under the terms of this contract.

- _____ Initials

 - PA-Rieker will retain the original contract (original signatures of both parties required) for the duration of the opt-out period.

- _____ Initials

 - PA-Rieker will supply CMS (Medicare) with a copy of this contract upon request.

- _____ Initials

 - PA-Rieker understands that the current private contract remains in effect for two years. If she again opts-out of Medicare, she will expediently complete a new contract for each Medicare beneficiary and will expediently submit the appropriate affidavit(s) to all local Medicare carriers.

Patient’s Signature Date

Provider’s Signature Date

Patient’s Legal Representative Date

Witness Date