CONTRACT FOR SERVICES PROVIDED TO MEDICARE BENEFICIARIES

New River Family Wellness, PLLC 420 East Second Street, West Jefferson, NC 28694

This agreement is between	("Physician"), whose principal place of business
is New River Family Wellness, PLLC, and	("Beneficiary"), who resides at

and is a Medicare Part A/B beneficiary seeking services covered under Medicare Part A/B.

- A. Physician has informed Beneficiary that Physician has opted out of the Medicare program effective on 7/1/2019 for a period of at least two years.
- **B.** Physician is not excluded from participating in Medicare Part A/B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.
- **C.** Beneficiary or his or her legal representative accepts full responsibility for payment of Physician's charge for all services furnished by Physician, including applicable taxes on such services.
- **D.** Beneficiary or his or her legal representative understands that Medicare limits do not apply to what Physician may charge for items or services furnished by Physician.
- **E.** Beneficiary or his or her legal representative agrees not to submit a claim to Medicare or to ask Physician to submit a claim to Medicare.
- **F.** Beneficiary or his or her legal representative understands that Medicare payment will not be made for any items or services furnished by Physician that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.
- **G.** Beneficiary or his or her legal representative enters into this contract with the knowledge that he or she has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted-out of Medicare, and that Beneficiary 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.
- **H.** The effective date of Physician's opt-out of Medicare is 7/1/2019, and the opt-out period is anticipated to be indefinite.
- **I.** Beneficiary or his or her legal representative 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.
- **J.** This contract was not entered into by Beneficiary or by Beneficiary's legal representative during a time when Beneficiary requires emergency care services or urgent care services.
- **K.** Physician has provided a photocopy of this Contract to Beneficiary or to his or her legal representative before items or services were furnished to Beneficiary under the terms of this contract.

I have read and agree to all provisions of the above Contract.

Beneficiary:

Date: _____

Physician:	

Date: _____