

## **PRIVATE MEDICARE OPT OUT CONTRACT**

**THIS PRIVATE MEDICARE OPT OUT CONTRACT ("Agreement")** is between **NED ZALLIK, M.D. ("Provider")** and the individual whose signature is below ("**Patient**") who is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the *Balanced Budget Act of 1997*. Patient has been informed that the Provider has opted out of the Medicare program effective on **April 1, 2025 ("Effective Date")** and will continue to opt-out of the Medicare program beginning until at least **March 31, 2027 ("Expiration Date")**.

### **A. Provider Obligations.**

1. The Provider acknowledges that Provider is not excluded from Medicare under Sections 1128, 1156, 1892 or any other section of the Social Security Act.
2. The Provider acknowledges that this Agreement shall not be entered into with the Patient or the Patient's legal representative during a time when the Patient requires emergency care services or urgent care services, except that Provider may furnish emergency or urgent care services to a Medicare patient in accordance with 42 C.F.R. Section 405.440.
3. The Provider acknowledges that Provider must retain this Agreement (with original signatures of both parties to this Agreement) for the duration of the opt-out period, and that it shall be made available to The Centers for Medicare and Medicaid Services ("**CMS**") upon request.
4. The Provider shall provide a copy of this Agreement to the Patient, or to his or her legal representative, before items or services have been furnished to the Patient under the terms of this Agreement.
5. The Provider acknowledges that Provider must enter into a contract for each subsequent opt-out period.

### **B. Patient Obligations.**

1. **The Patient, or his or her legal representative, accepts full responsibility for payment of the Provider's charge for all services furnished by the Provider.**

2. The Patient, or his or her legal representative, understands that no payment will be provided by Medicare for items or services furnished by the Provider that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted. The Patient, or his or her legal representative, understands that Medicare limits do not apply to what the Provider may charge for items or services furnished by the Provider.

3. The Patient, or his or her legal representative, agrees not to submit a claim, nor ask the Provider to submit a claim, to Medicare for Medicare items or services, even if such items or services are otherwise covered by Medicare.

4. The Patient acknowledges that this written Agreement contains sufficiently large print to ensure that the Patient is able to read the terms and conditions.

5. The Patient, or his or her legal representative, has entered into this Agreement with the knowledge that he or she has the right to obtain Medicare-covered items and services from providers and practitioners who have not opted-out of Medicare and for whom payment would be made by Medicare for their covered services, and that the Patient has not been compelled to enter into private contracts that apply to other Medicare-covered services furnished by other providers or practitioners who have not opted-out.

6. The Patient, or his or her legal representative, understands that "Medigap" plans do not, and other supplemental plans do not, make payments for items and services not paid for by Medicare under this Agreement.

7. The Patient, or his or her legal representative, understands that this Agreement shall not be entered into with the Provider during a time when the Patient requires emergency care services or urgent care services, except that the Provider may furnish emergency or urgent care services to a Medicare patient in accordance with 42 C.F. R. Section 405.440.

8. The Patient, or his or her legal representative, acknowledges that a copy of this Agreement has been provided to the Patient, or his or her legal representative, before items or services have been furnished to the Patient under the terms of this contract.

C. Services and Fees.

Provider agrees to provide the services to Patient as may mutually be agreed upon by Provider and Patient and at mutually agreed upon fees.

D. Term and Termination.

This Agreement shall continue in effect until the Expiration Date. Despite the term of the Agreement, either party may choose to terminate the Agreement upon written notice to the other party. Notwithstanding this right to terminate, both Provider and Patient agree that the obligation not to pursue Medicare reimbursement for items and services provided while this Agreement was in effect shall survive termination of this Agreement.

E. Patient Acknowledgements.

1. I agree that the fees will cover only those services provided by Provider during the year in which the fees are paid. I understand that the fees are not covered by any federal or state medical program or private health insurer. I further understand that Provider will not bill Medicare of any other insurance provider for any Services.
2. I acknowledge the Agreement is not an insurance plan and not a substitute for health insurance or other health plan coverage. I acknowledge that Provider has advised me to obtain or keep in full force Medicare and/or such health insurance policy(ies) or plan(s) that will cover health care items or services not provided by Provider.

3. I acknowledge that this Agreement and any rights I may have under it may not be assigned or transferred to any other person or party.

**I HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS AGREEMENT. BY SIGNING BELOW, I ACCEPT FULL RESPONSIBILITY FOR PAYMENT OF PROVIDER'S CHARGES FOR ALL SERVICES FURNISHED TO ME FROM THE EFFECTIVE DATE.**

\_\_\_\_\_  
Patient's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient's Name

**PROVIDER:**

\_\_\_\_\_  
Ned Zallik, M.D.

\_\_\_\_\_  
Date