

Medicare Beneficiary Private Contract

This Medicare Beneficiary Private Contract ('Agreement') is by and between Leslie Huszar, M.D. (Physician) and the following Patient, who is a Medicare beneficiary:

Name: _____

Address: _____

SSN: _____

DOB: _____

NOTE: If the above Patient has a legal representative who is responsible for signing this Agreement, the Legal Representative is as follows:

Name: _____

Address: _____

Relationship to Patient: _____

For the purposes of this Agreement, the term, "Patient" as used hereafter shall include the Patient or his/her Legal Representative.

1. Purpose of Agreement:

The purpose of this Agreement is to set forth the agreement between Physician and Patient or Patient's Legal Representative for payment as a consequence of Physician's election to "opt-out" of the Medicare reimbursement system for Medicare Part B Physicians and Practitioners, under §1802 of the Social Security Act, as amended by §4507 of the 1997 Balanced Budget Act.

2. Physician Status as Medicare Part B Physician:

- a. Physician hereby informs Patient or Patient's Legal Representative that Physician has elected to "opt-out" of the Medicare Part B Reimbursement program by filing the required forms with the Medicare Carrier, for a period of at least two years.
- b. Physician hereby informs Patient or Patient's Legal Representative that Physician has NOT been excluded from participation in the Medicare under sections 1128, 1156 or 1892 of the Social Security Act.

- c. Physician may NOT submit bills to a Medicare carrier for payment for the treatment of a Medicare Part B beneficiary during the “opt-out” period.
- d. Patient or Patient’s Legal Representative may NOT submit bills from Physician for treatment of Patient to a Medicare Carrier during the “opt-out” period, even though such treatment would otherwise be covered by Medicare.

3. Patient Acknowledgement.

- a. Patient or Patient’s Legal Representative understands and acknowledges that treatments and services of Physician which would otherwise be covered by Medicare will NOT be covered by Medicare during the “opt-out” period.
- b. Patient or Patient’s Legal Representative understands and acknowledges that certain services and items furnished by Physician were not covered by Medicare prior to the Physician’s “opt-out” filing, and that this Agreement is not required for those services by Physician.
- c. Patient or Patient’s Legal Representative understands and acknowledges that “Medigap” plans, and Medicare+ Choice plans do NOT, and certain other supplemental insurance plans may choose not, to make payment for treatment, services or items furnished by Physician under this agreement.
- d. Patient or Patient’s Legal Representative understands and acknowledges that Medicare limits do not apply to what Provider may charge for items or services furnished.
- e. Patient or Patient’s Legal Representative understands and acknowledges 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 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”.

4. Patient Agreement.

- a. Patient or Patient’s Legal Representative understands and agrees 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 has been submitted.
- b. Patient or Patient’s Legal Representative understands and agrees that he or she will NOT submit a bill to a Medicare Carrier for treatment by Physician during the time in which Physician has elected to “opt-out” of the Medicare Part B Reimbursement system, even though such treatment may be otherwise covered by Medicare.
- c. Patient or Patient’s Legal Representative understands and agrees to accept full responsibility for payment of charges for all services furnished by Physician.

5. Agreement Entered into in Non-Emergency and Non-Urgent Care Condition.

Patient or Patient's Legal Representative and Physician acknowledge that at the time this Agreement is entered into, Patient is not facing an emergency or urgent health care situation.

6. Effective Dates of "Opt Out" period

The expected or known effective date of the "opt-out" period is July 01, 2021 through July 01, 2023. The "opt-out" classification will be automatically renewed every two years.

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

Provider will supply CMS with a copy of this contract upon request.

I, Leslie Huszar, M.D., (Provider) understand that the current private contract remains in effect for two years. If I again "opt-out" of Medicare, I will expediently complete a new contract for each Medicare beneficiary and will expediently submit the appropriate affidavit(s) to all local Medicare carriers.

Provider's NPI: 1528063492

Provider's Signature: _____ Date: _____

Patient Name: _____ or Legal Representative's _____

Patient's Signature: _____ Date: _____

Legal Representative's Signature _____ Date _____

Contact Name: Leslie Huszar, M.D.

Phone #: 772-299-8422

Contact Email: lesliehuszar@gmail.com

