

# Center for Health and Healing, S.C.

Fred J. Schultz, M.D., F.A.A.F.P.  
2150 Manchester Road • Wheaton, IL 60187  
NPI #169 9801 985

## Private Contract between Physician and Patient

This agreement is between Fred J. Schultz, M.D. (hereinafter called "Physician"), whose medical office is located at 2150 Manchester Road, Wheaton, IL, and \_\_\_\_\_ (please print your name, hereinafter called "Patient"), who resides at \_\_\_\_\_ (please print your address).

### Background

Dr. Fred Schultz has **opted out of the Medicare program** effective on 04/01/19 for a period of at least two years. This information is important for all patients to understand, as the Patient's Medicare eligibility or status may change throughout the course of treatment under Physician. Patient agrees not to expect payment from Medicare for any services provided by Physician. Physician has not been excluded from participation under the Medicare program under Section 1128, 1156 or 1892.

### Obligations of Physician

Dr. Fred Schultz agrees to provide medical services to the Patient and in exchange for these services the Patient agrees to make payments directly to Dr. Fred Schultz at the time of service, pursuant to Dr. Fred Schultz's current fee schedule. Dr. Fred Schultz agrees not to submit any claims under the Medicare program for any items or services even if such items or services are otherwise covered by Medicare.

### Obligations of Patient

- ✓ Patient or his/her authorized legal representative agrees not to submit a claim (or to request that Physician submit a claim) under the Medicare program for items or services Physician may provide, even if such items or services are otherwise covered under the Medicare program.
- ✓ Patient or his/her authorized legal representative agrees to be responsible for payment in full for items or services provided and understands that no reimbursement will be provided under the Medicare program for such items or services.
- ✓ Patient or his/her authorized legal representative understands that Medicare will not reimburse Patient for any service provided by the Center for Health & Healing since Dr. Schultz has opted out of the Medicare program.
- ✓ Patient or his/her authorized legal representative acknowledges that Medicare limits do not apply to what Physician may charge for items or services furnished.
- ✓ Patient or his/her authorized legal representative acknowledges that Physician will not submit a claim on any service provided.
- ✓ Patient or his/her authorized legal representative acknowledges that Medigap plans do **not**, and other supplemental insurance plans may elect not to, make payments for items and services not paid for by Medicare.
- ✓ Patient or his/her authorized legal representative 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.
- ✓ Patient or his/her authorized legal representative agrees not to request that Physician submit a claim to a secondary carrier.
- ✓ Patient is not currently in an emergency or urgent health care situation. Patient understands Physician is not a Primary Care Physician and does not treat patients in an emergency state. If Patient is in an Urgent or Emergency condition, (s)he should immediately go to an Urgent Care facility or Emergency Room.
- ✓ Patient or his/her authorized 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 were no private contract and a proper Medicare claim had been submitted.
- ✓ Patient or his/her authorized legal representative acknowledges that a copy of this contract has been made available to him or her.
- ✓ Patient with Medicare Part B as a secondary insurance carrier may submit Statement of Services to their primary insurance company for possible out-of-network level reimbursement.
- ✓ Patient or his/her authorized legal representative agrees to reimburse Physician for any costs and attorney fees that result from violation of this Agreement by Patient or his beneficiaries.

### Term and Termination

This agreement shall commence on the date below and shall continue in effect until at least 04/01/2021. Despite the term of the agreement, either party may choose to terminate treatment with reasonable 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, shall survive this contract.

I have read and understand the provisions regarding private contracting. Payment is not to be expected from the Medicare program for services provided by a Physician who has opt-out status with Medicare. By signing this contract, I accept full responsibility for payment of charges to Physician for all services furnished to me.

Printed Name of Physician: Fred J. Schultz, M.D.

Printed Name of Patient: \_\_\_\_\_

Signature of Physician: \_\_\_\_\_

Signature of Patient: \_\_\_\_\_

Staff initials: \_\_\_\_\_

Date: \_\_\_\_\_