



Medicare Private Contract for Services from Physician who has Opted Out

This Private Contract is entered into by and between _____ (each one referred to herein as "Patient") and Dr. Kenneth Varano, DO ("Doctor") pursuant to the Medicare requirements that relate to physicians who have opted out of Medicare. Doctor has filed the required Affidavit with Medicare within the time period required for this Private Contract to be effective.

1. Doctor's Obligations. Doctor hereby informs Patient of the following and agrees to undertake the following actions:

- a. Doctor has not been excluded from participation in Medicare under §§1128, 1156 or 1892 of the Social Security Act. The decision to opt out of Medicare was a strictly voluntary one.
- b. Doctor will make a copy of this Private Contract available to CMS upon its request.
- c. The expected or actual effective date and the expiration date of the opt-out period to which this Private Contract applies are as follows: 7/2020 to 7/2022.
- d. Doctor and Patient must enter into a new Private Contract for each opt-out period.
- e. Doctor will provided a photocopy of this Private Contract to Patient or to Patient's legal representative before items or services are furnished to Patient under the terms of this Private contract.
- f. Doctor will retain an original of this Private Contract with original signatures of both parties, for the duration of the opt-out period.

2. Patient's Obligations. The Patient or the Patient's legal representative agrees to the following:

- a. Patient accepts full responsibility for payment of Doctor's charge for all services furnished by Doctor.
- b. Patient understands that Medicare limits do not apply to what Doctor may charge for items or services furnished to Patient by Doctor.
- c. Patient agrees not to submit a claim to Medicare or to ask Doctor to submit a claim to Medicare.
- d. Patient understands that Medicare payment will not be made for any items or services furnished by Doctor that would have otherwise been covered by Medicare if there was no Private Contract and a proper Medicare claim had been submitted.
- e. Patient has entered into this Private Contract with the knowledge that Patient has the right to obtain Medicare-covered items and services from a physician who has not opted out of Medicare, and that Patient is not compelled to enter into Private Contracts that apply to other Medicare-covered services furnished by other physicians who have not opted out.
- f. Patient 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.
- g. Patient entered into this Private Contract at a time when Patient did not require any emergency or urgent care services.

3. Controlling Law. The terms of this Private Contract shall be interpreted and controlled by applicable Medicare regulations, as amended from time to time. Both parties agree to comply with all such Medicare regulations and enter into such agreements as may be required from time to time by such regulations.

4. Patient Representative. If this Private Contract is being signed by a Patient Representative on Patient's behalf, the Patient Representative will provided Doctor with the documentation required to demonstrate that Patient Representative has the requisite legal authority to sign this Private Contract on Patient's behalf.

The parties have read and understood the provisions of this Private Contract and enter into this agreement freely and voluntarily.

Doctor:

Patient/Patient Representative:

Name: Kenneth Varano D.O.

Name:

Date:

Relationship to Patient:

Date:



BodylogicMD of Philadelphia
125 East Elm Street Suite 201
Conshohocken, Pa 19428
877-278-3797 option 4