F. TUNA BURGUT M.D., PC
5345 Macarthur Blvd NW
Washington DC 20016
tel 646-386-7555
efax 202-478-0665

PATIENT PRIVATE CONTRACT

This agreement is entered into between F. Tuna Burgut, M.D.,PC (hereafter called "Physician" or "me"), whose practice is located at 5345 Macarthur Blvd NW Washington dc 20016 and patient _____ (hereafter called "Beneficiary" or "me"),

(PATIENT NAME)

who resides at _____

(ADDRESS)

and is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997.

Background

A change in the Social Security Act, effective January 1, 1998, permits Medicare beneficiaries and physicians to contract privately outside of the Medicare program. The Physician has certain other obligations, such as filing an affidavit with the appropriate Medicare carriers, and Physician has filed that affidavit on September 10, 2018.

Physician has informed me that she has opted out of the Medicare program effective on September 10, 2012, for a period of at least two years, and is excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.

Obligations of the Physician

Physician agrees to provide such medical services as may be mutually agreed upon and at mutually agreed upon fees.

Physician agrees not to submit any claims under the Medicare program for any items or services rendered to the patient, even if those items or services are otherwise covered by Medicare.

Physician acknowledges that if she provides services for Beneficiary who is facing an emergency health care situation, the provisions of this agreement do not apply.

Physician agrees to provide me or my legal representative with a copy of this agreement before items or services are furnished to me.

Physician agrees to submit copies of this contract to the Health Care Financing Administration (HCFA) upon the request of HCFA.

Obligations of the Beneficiary

Beneficiary or his/her legal representative agrees to be fully responsible for the payment in full of all items or services furnished by the Physician and understands that no reimbursement will be provided under the Medicare program for such items or services.

Beneficiary or my legal representative agrees not to submit a claim (or to request that Physician submit a claim) to the Medicare program with respect to the services, even if those services would otherwise be covered by Medicare Part B if there were no private contract and if a proper Medicare claim had been submitted.

Beneficiary or my legal representative expressly acknowledges that Beneficiary is not currently in an emergency or urgent health care situation.

Beneficiary or his/her legal representative acknowledges and understands that no limits under the Medicare program (including the limits under section 184B (g) of the Social Security Act) apply to amounts that may be charged to Beneficiary by Physician for such items or services.

Beneficiary or my legal representative acknowledges that Medi-Gap plans (under section 1882 of the Social Security Act) will not provide payment or reimbursement for Physician's services because payment is not made under the Medicare program, and other supplemental insurance plans may likewise deny reimbursement.

Beneficiary or my legal representative acknowledges a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from physicians and practitioners who have not opted-out of Medicare, and that Beneficiary is not required to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted out.

Beneficiary or my legal representative further acknowledges understanding that Physician has been excluded from participation under the Medicare program under sections 1128, 1156, 1892 or any other section of the Social Security Act.

Beneficiary or my legal representative acknowledges that a copy of this contract has been made available to him/her.

Beneficiary or his/her legal representative acknowledges that the Health Care Financing Administration (HCFA) has the right to obtain copies of this contract upon request.

Executed on _____

(DATE)

by _____

(BENEFICIARY NAME)

_____

(BENEFICIARY SIGNATURE)