
Medicare Beneficiary Private Contract

Section 4507 of the 1997 Balanced Budget Act allows a physician or practitioner to “opt out” of Medicare and enter into a private contract with a Medicare beneficiary. Dr. Sue Schonberg has opted out of Medicare. Accordingly, in order to provide services to you, Dr. Schonberg must enter into this private contract with you. Please note that Dr. Schonberg has not been excluded from Medicare under sections 1128, 1156 or 1892 of the Social Security Act. By signing below, you (or your legal representative) hereby agree as follows:

- You accept full responsibility for payment of Dr. Schonberg’s charge for all services furnished by Dr. Schonberg;
- You understand that Medicare limits do not apply to what Dr. Schonberg may charge for items or services furnished by Dr. Schonberg;
- You shall not submit a claim to Medicare or ask Dr. Schonberg to submit a claim to Medicare;
- You understand that Medicare payment will not be made for any items or services furnished by Dr. Schonberg that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted;
- You enter into this contract with the knowledge that you have the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that you are 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; and
- You understand 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.
- You understand that this contract may not be entered into during a time when you require emergency care services or urgent care services.
- You understand that Dr. Schonberg will retain this contract for the duration of the opt out period and that the Centers for Medicare and Medicaid Services will be provided a copy of this contract upon request.

This contract shall apply to all services rendered by Dr. Schonberg during the two year opt-out period beginning April 1, 2017 and ending March 31, 2019. If Dr. Schonberg continues to opt out at the end of this two year period, she shall present you a new contract.

Dr. Sue Schonberg Signature

Date

Patient/Personal Representative* Signature

Date

Printed Name of Patient

*Printed Name of Personal Representative

*Personal Representative Relationship to Patient

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