

Appendix 2

Medicare Opt Out Agreement

This contract is entered into, by and between Jan Hester MD PC (herein after called the “**Physician**”), whose principal medical office is located at 1120 E Elizabeth St, Building G, Suite 1 Fort Collins CO 80524 and _____ (hereinafter called the “**Beneficiary**”), who resides at _____, and shall become effective on this __ day of _____, 20__ and shall expire on the __ day of _____, 20 __, (the “opt-out period”), unless otherwise renewed in accordance with the 42 USC 1395a; 42 CFR 405, Subpart D.

Physician Obligations

The Physician acknowledges that he/she is not excluded from Medicare under sections 1128, 1156, 1892 or any other section of the Social Security Act.

The Physician acknowledges that this contract shall not be entered into with the beneficiary, or the beneficiary’s legal representative, during a time when the beneficiary requires emergency care services or urgent care services, except that the Physician may furnish emergency or urgent care services to a Medicare beneficiary in accordance with 42 CFR 405.440.

The Physician acknowledges that he/she must retain this contract (with original signatures of both parties to this contract) for the duration of the opt-out period, and that it shall be made available to the Centers for Medicare and Medicaid Services (CMS) upon request.

The Physician shall provide a copy of this contract to the beneficiary, or to his or her legal representative, before items or services have been furnished to the beneficiary under the terms of this contract.

The Physician acknowledges that he/she must enter into a contract for each opt-out period.

Beneficiary Obligations

The beneficiary, or his or her legal representative, accepts full responsibility for payment of the Physician’s charge for all services furnished by the Physician.

The beneficiary, or his or her legal representative, understands that no payment will be provided by Medicare for items or services furnished by the Physician that would otherwise have been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

The beneficiary, or his or her legal representative, understands that Medicare limits do not apply to what the physician may charge for items or services furnished by the Physician.

The beneficiary, or his or her legal representative, agrees to not submit a claim, nor ask the physician to submit a claim, to Medicare for Medicare items or services, even if such items or services are otherwise covered by Medicare.

The beneficiary acknowledges that this written private contract contains sufficiently large print to ensure that the beneficiary is able to read this contract.

The beneficiary, or his or her legal representative, has entered into this contract with the knowledge that he or she has the right to obtain Medicare-covered items and services from physicians and

practitioners who have not opted-out of Medicare and for whom payment would be made by Medicare for their covered services, and that the beneficiary has not been compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted-out.

The beneficiary, or his or her legal representative, understands that this agreement shall not be entered into with the Physician during a time when the beneficiary requires emergency care services or urgent care services, except that the Physician may furnish emergency or urgent care services to a Medicare beneficiary in accordance with 42 CFR 405.440.

The beneficiary, or his or her legal representative, acknowledges that a copy of this contract has been provided to the beneficiary, or to his or her legal representative, before items or services have been furnished to the beneficiary under the terms of this contract.

I understand that during the opt-out period, a Medicare Advantage plan may not by law make any payments to the Physician for any Medicare items or services furnished to the beneficiary under this contract.

Jan Hester MD PC

Signature of Physician _____ Date _____

Principal Office Address: 1120 E. Elizabeth St, Building G, Suite 1, Fort Collins CO 80524

Office Phone Number: 970-493-2776

NPI: 1023261534

Name of Beneficiary: _____ Date _____

Signature of Beneficiary or his/her Legal Representative _____

Date _____

Home Address: _____

Telephone Number: _____