

## MEDICARE PRIVATE CONTRACT

(In compliance with 42 U.S.C. §1395a; 42 C.F.R. § 405, subpart D)

This contract is entered into by and between Dr. Gena Marie Mastrogianakis, MD (hereinafter called "physician"), whose principal medical office is located at 3939 Roswell Road, Suite 240, Marietta GA 30062, and \_\_\_\_\_ (hereinafter called "beneficiary"), \_\_\_\_\_, and shall become effective on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall not expire, instead shall be signed every 2 years, unless otherwise renewed in accordance with the 42 U.S.C. 1395a; 42 C.F.R. 405, Subpart D.

### PHYSICIAN OBLIGATIONS

The physician acknowledges that she is 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 C.F.R. § 405.440. The physician acknowledges that 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 & 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 she must enter into a contract for each opt-out period.

### BENEFICIARY OBLIGATIONS AND ACKNOWLEDGMENTS

By signing this contract, the beneficiary, or his or her legal representative, acknowledges and agrees: (i) not to submit a claim (or to request that the physician or practitioner submit a claim) under this subchapter for such items or services even if such items or services are otherwise covered by Medicare; (ii) to be responsible, whether through insurance or otherwise, for payment of such items or services and understands that no reimbursement will be provided under this subchapter for such items or services; (iii) that no limits under 42 U.S.C. § 1395a, including the limits under 42 U.S.C. § 1395w-4(g), apply to amounts that may be charged for such items or services; (iv) that Medigap plans under 42 U.S.C. § 1395ss of this title do not, and other supplemental insurance plans may elect not to, make payments for such items and services because payment is not made under this subchapter; and (v) that the Medicare beneficiary has the right to have such items or services provided by other physicians or practitioners for whom payment would be made under this subchapter. (vi) that he or she accepts full responsibility for payment of the physician's charge for all services furnished by the physician. (vii) that he or she has access to and/or otherwise has had an opportunity to review the statutory provisions referenced herein; (viii) that this written private contract contains sufficiently large print to ensure that the beneficiary is able to read this contract. (ix) that he or she has entered into this contract with the

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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. (x) that he or she understands that Medigap plans do not, and other supplemental plans may elect not to, make payments for items and services not paid for by Medicare. (xi) that he or she 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 C.F.R. § 405.440 and that he or she confirms no such situation exists. (xii) 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 and services furnished to the beneficiary under this contract. (To be signed upon arrival.)

Name of physician: Dr. Gena Marie Mastrogianakis, MD

Signature: 

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

Office address: Multiple Locations – This contract covers all locations for which a patient sees Dr. Gena Marie Mastrogianakis, MD

Phone Number: (352) 559 - 3004

National Provider Identifier: 1457626855

Name of beneficiary patient (or his/her legal representative):

\_\_\_\_\_

Signature: \_\_\_\_\_

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