

Private Contract

This agreement is between Richard J. Ort, M.D. ("Physician"), whose principal place of business is 9695 S. Yosemite St, Suite 175, Lone Tree, CO 80124, and:

"Beneficiary": _____

Who resides at: _____

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. The Physician has informed the Beneficiary or his/her legal representative that the Physician has opted out of the Medicare program effective on October 1, 2015 for a period of two years, with automatic extension of the 2-year opt-out period thereafter, to expire on September 30, 2023. The Physician is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.

The Beneficiary or his/her legal representative agrees, understands, and expressly acknowledges the following:

- The Beneficiary or his/her legal representative accepts full responsibility for payment of the Physician's charge for all services furnished by the Physician.
- The Beneficiary or his/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/her legal representative agrees not to submit a claim to Medicare or to ask the Physician to submit a claim to Medicare.
- The Beneficiary or his/her legal representative understands that Medicare payment will not be made for any items or services furnished by the Physician that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.
- The Beneficiary or his/her legal representative enters into this contract with the knowledge that he/she has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted-out of Medicare, and the Beneficiary is 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.
- The Beneficiary or his/her legal representative understands that Medi-Gap plans do not, and that other supplemental plans may elect not to, make payment for items or services not paid for by Medicare.
- The Beneficiary or his/her legal representative acknowledges that the Beneficiary is not currently in an emergency or urgent health care situation.
- The Beneficiary or his/her legal representative acknowledges that a copy of this contract has been provided to the Beneficiary, or to his/her legal representative, before items or services have been furnished to the Beneficiary under the terms of the contract.

Executed on: _____
Date

By: _____
Beneficiary or his/her legal representative

Richard J. Ort, M.D.