
ERIN REESE
MD

MEDICARE PRIVATE CONTRACT

This contract is entered into by and between Erin A. Reese, MD and Jill Vilaythong, MD (hereinafter “Physicians”), whose principal medical office is located at 19222 Stonehue, Ste. 103, San Antonio, TX 78258, and _____, a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997 (hereinafter “Beneficiary”), who resides at _____, and shall become effective on the _____ day of _____, 20____ and shall expire on the ____ day of _____, 20____ (the “opt out period”) unless otherwise renewed in accordance with the 42 U.S.C.1395a; 42 C.F.R.405, Subpart D.

I. PHYSICIAN OBLIGATIONS

1.1 The Physicians acknowledge that they are not excluded from Medicare under sections 1128, 1156, 1892 or any other section of the Social Security Act.

1.2 The Physicians acknowledge 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 Physicians may furnish emergency or urgent care services to a Medicare beneficiary in accordance with 42 C.F.R & 405.440.

1.3 The Physicians acknowledge that they 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.

1.4 The Physicians 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.

1.5 The Physicians acknowledge that they must enter into a contract for each opt-out period.

II. BENEFICIARY OBLIGATIONS

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

- a. The Beneficiary or his or her legal representative acknowledges the Physicians have informed the Beneficiary, or his or her legal representative, that the Physicians have opted out of the Medicare program

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effective on January 1, 2020 for a period of at least two (2) years and is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.

- b. The Beneficiary or his or her legal representative, accept full responsibility for payment of the Physicians charge for all services furnished by the Physicians.
- c. The Beneficiary, or his legal representative, understands that no payment will be provided by Medicare for items or services furnished by the Physicians that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.
- d. The Beneficiary, or his or her legal representative, understands that Medicare limits do not apply to what the Physicians may charge for items or services furnished by the Physicians.
- e. The Beneficiary, or his or her legal representative, agrees not to submit a claim, nor ask the Physicians to submit a claim, to Medicare for Medicare items or services, even if such items or services are otherwise covered by Medicare.
- f. The Beneficiary acknowledges that he/she has read and sufficiently understands this written private contract.
- g. 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 services furnished by other physicians or practitioners who have not opted-out.
- h. The Beneficiary, or his or her legal representative, understands that Medigap plans do not, and other other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.
- i. The Beneficiary, or his or her legal representative, understands that this agreement shall not be entered into with the Physicians 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.
- j. 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.
- k. The Beneficiary, or his or her legal representative, acknowledges and agrees that during the opt-out period, a Medicare Advantage plan may not by law make any payments to the Physicians for any Medicare items and services furnished to the Beneficiary under this contract.

(Signature page follows)

ERIN REESE
MD

PHYSICIAN:

Erin A. Reese, MD
NPI:1366615643

Signature

Date

Jill Vilaythong, MD
NPI: 1912107038

Signature

Date

Office address: 19222 Stonehue, Ste. 103, San Antonio, TX 78258

Telephone Number: 210-890-1952

BENEFICIARY:

Name of Beneficiary (printed) or His/Her Legal Representative

Signature of Beneficiary or his/her legal representative

Date

Home Address

Telephone Number