



## MEDICARE PRIVATE CONTRACT

In accordance with Section 4507 of the 1997 Balanced Budget Act, this contract is entered into by and between Brandon Cunningham FNP (NPI: 0024172944) and the Medicare beneficiary

**Print Patient Name:**

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### **Practitioner Obligations:**

Brandon Cunningham FNP, acknowledges that he is not excluded from Medicare under sections 1128, 1156, 1892 of the Social Security Act.

Brandon Cunningham FNP acknowledges that this contract cannot be entered into by the beneficiary or legal representative during a time when the beneficiary requires emergency care services or urgent care services. However, a physician/practitioner may furnish emergency or urgent care services to a Medicare beneficiary in accordance with §40.28 of the CMS Medicare Benefit Policy Manual.

Brandon Cunningham FNP acknowledges that the original contract will be retained for the duration of the opt-out period.

Brandon Cunningham FNP acknowledges that he must enter into a contract for each opt-out period.

Brandon Cunningham FNP agrees to supply CMS with a copy of this contract upon request.

### **Medicare Beneficiary or the Beneficiary's Legal Representative Obligations:**

The beneficiary or legal representative accepts full responsibility for payment of charges for all services furnished by the practitioner.

The beneficiary or legal representative understands that Medicare limits do not apply to





what the practitioner may charge for items or services furnished.

The beneficiary or legal representative agrees not to submit a claim to Medicare or to ask the practitioner to submit a claim to Medicare.

The beneficiary or the legal representative understands that Medicare payment will not be made for any items or services furnished by the practitioner that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

The beneficiary or legal representative enters into this contract with the knowledge that the beneficiary has the right to obtain Medicare-covered items and services from a physician or practitioner who has not opted-out of Medicare, and that 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 legal representative understands 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.

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

Patient Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Practitioner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Effective date: \_\_\_\_\_

Expiration date: \_\_\_\_\_

