



Daniel I Newman, M.D., N.D., M.S.O.M.

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Medicare Opt-Out Agreement

This agreement is between Dr. Daniel I. Newman, MD, ND_("Physician"), whose principal place of business is 8301 NE Hazel Dell Ave., Vancouver, WA 98665, and patient _____ ("Patient"), 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 Patient that Physician has opted out of the Medicare program effective on July 1, 2006 for a period of at least two 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.

Patient agrees, understands and expressly acknowledges the following:

Please initial:

Patient or his or her legal representative accepts full responsibility for payment of Physician's charges for all services furnished by Physician.

Patient or his or her legal representative acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to charges for the Services.

Patient or his or her legal representative agrees not to submit a claim (or to request that Physician submit a claim) to the Medicare program with respect to the Services, even if covered by Medicare Part B.

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

Patient or his or her legal representative agrees to be responsible, whether through insurance or otherwise, to make payment in full for the Services, and acknowledges that Physician will not submit a Medicare claim for the Services and that no Medicare reimbursement will be provided.

Patient or his or her legal representative acknowledges that he or she enters into this contract with the knowledge that he or she has the right to obtain Medicare covered items or services from physicians and practitioners who have not opted-out of Medicare, and that Patient 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.

Patient acknowledges that Medi-Gap plans will not provide payment or reimbursement for the Services because payment is not made under the Medicare program, and other supplemental insurance plans may likewise deny reimbursement.

Patient is not currently in an emergency or urgent health care situation.

Patient acknowledges that a copy of this contract has been made available to him.

Patient agrees to reimburse Physician for any costs and reasonable attorneys' fees that result from violation of this Agreement by Patient or his beneficiaries.

Executed on _____ by _____
[date] [Patient name]

[Patient signature]

and

Daniel I. Newman, MD, ND, MSOM