



2335 Knob Creek Rd, Ste 100 | Johnson City, TN 37604
PO Box 5969 | Johnson City, TN 37602

Phone | 423-282-5332
Fax | 423-722-1682

trinityhand.com

Medicare Part B Beneficiary Private Medical Contract

This agreement and private contract is between Dr. Paul Gorman and/or members of his professional licensed clinical office staff ("PHYSICIAN"), whose principal place of business is Trinity Hand Specialists, PLLC, 2335 Knob Creek Rd., Suite 100, Johnson City, TN 37604, and the person listed below ("PATIENT") who is a Medicare Part B Beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997.

Name: _____

Address: _____
Street City State Zip

PATIENT has been informed that PHYSICIAN has voluntarily opted-out of the Medicare program effective July 1, 2005 for a period of two years and has voluntarily continued his opted-out status every two years thereafter. 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.

PHYSICIAN and PATIENT enter into this contract voluntarily for all subsequent medical care provided by PHYSICIAN to PATIENT as of the date of this contract. PHYSICIAN and PATIENT have signed this contract before services are furnished under its terms, and both parties understand plainly that by signing this contract the patient, or the patient's legal representative, agrees to the following terms:

1. PHYSICIAN agrees to provide the following services to PATIENT ("SERVICES"):

2. PATIENT is not currently in a life- or limb-threatening emergency care situation.
3. PATIENT agrees to give up all Medicare Part B coverage of, and payment for, SERVICES furnished by PHYSICIAN and not to submit a claim (or to request that PHYSICIAN submit a claim) to Medicare with respect to SERVICES, even if covered by Medicare Part B.
4. PATIENT is liable for all charges of PHYSICIAN without any limits that would otherwise be imposed by Medicare.

5. PATIENT acknowledges that he/she has the right to receive items or services from physicians/practitioners for whom Medicare Part B coverage and payment would be available, and that PATIENT is not compelled to enter into private contracts that apply to Medicare Part B Services furnished by other Medicare-participating physicians who have not opted out.
6. PATIENT agrees to be responsible to make payment in full for SERVICES, and acknowledges that PHYSICIAN will not submit a Medicare Part B claim for SERVICES, and that no Medicare reimbursement will be provided.
7. PATIENT understands that Medicare Part B payment will not be made for SERVICES furnished by PHYSICIAN that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.
8. Patient acknowledges that a copy of this written contract has been made available to him/her, and that the print is sufficiently large to read. The original contract with original signatures of both parties has been retained by the physician for the duration of the "opt out" period.

I, the undersigned patient and Medicare Part B beneficiary, have read this contract in its entirety. I understand and agree to all of its terms, and I thereby agree to receive medical services from Dr. Paul Gorman and Trinity Hand Specialists, PLLC, for a mutually agreed-upon fee completely independent of the Medicare system.

Executed on this date, _____, by

Patient/Medicare Beneficiary Name (Printed): _____

Patient/Medicare Beneficiary (Signature): _____

Physician Name and Signature: _____