



# DAVID D. RICHARDSON, M.D., INC.

DAVID RICHARDSON, M.D. • SAN MARINO EYE

2020 Huntington Drive  
San Marino, CA 91108

Telephone: (626) 289-7856  
Fax: (626) 284-6532

## Private Contract

**You (the patient)** and **David D. Richardson, M.D. (the physician)** are entering into a private agreement outside of Medicare. Because David D. Richardson, M.D. has opted out of Medicare, Medicare **REQUIRES** agreement to the following terms **MEDICARE HAS SPECIFIED**, before items or services are furnished.

This Agreement protects Medicare from payment responsibility for services you receive directly from David D. Richardson, M.D. If requested by Medicare, this Agreement will be provided to resolve any misunderstanding. This Agreement must be signed before David D. Richardson, M.D. can see you as a patient. Please review the following and sign this Agreement to confirm your acceptance of the terms of this Agreement:

This agreement is between David D. Richardson, M.D. , whose principal place of business is 2020 Huntington Drive, San Marino, CA 91108, and

Beneficiary : \_\_\_\_\_

Who resides at : \_\_\_\_\_

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.

**I the Medicare beneficiary or my legal representative agree, understand and expressly acknowledge the following:**

**Please Initial beside each of the terms below:**

I the Medicare beneficiary or my legal representative accept full responsibility for payment of charges for all services furnished by David D. Richardson, M.D.

\_\_\_\_\_ I the Medicare beneficiary or my legal representative understand that Medicare limits do not apply to what David D. Richardson, M.D. may charge for items or services furnished.

\_\_\_\_\_ I the Medicare beneficiary or my legal representative agree not to submit a claim to Medicare or to ask David D. Richardson, M.D. to submit a claim to Medicare.

\_\_\_\_\_ I the Medicare beneficiary or my legal representative understand that Medicare payment will not be made for any items or services furnished by David D. Richardson, M.D. that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

\_\_\_\_\_ I the Medicare beneficiary or my legal representative enter into this contract with the knowledge that I have the right to obtain Medicare-covered items and services from a physician and/or practitioner who has not opted out of Medicare, and that I am 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 expected or known effective date and expected or known expiration date of the opt-out period is January 1, 2016 (effective date) and December 31, 2017 (expiration date).

\_\_\_\_\_ I the Medicare beneficiary or my legal representative understand that Medi-Gap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

\_\_\_\_\_ This contract cannot be entered into by myself, the Medicare beneficiary, or by my legal representative during a time when I, the Medicare beneficiary, require 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 §3044.28 of the Medicare Carriers Manual).

\_\_\_\_\_ I the Medicare beneficiary or my legal representative will receive or have received a copy (a photocopy is permissible) of this contract, before items or services are furnished to me under the terms of this contract.

- David D. Richardson, M.D. is not excluded from participating in Medicare Part B under [1128] §1128, [1156] §1156, or [1892] §1892 of the Social Security Act.
- David D. Richardson, M.D. will retain the original contract (original signatures of both parties required) for the duration of the opt-out period.
- David D. Richardson, M.D. will supply CMS with a copy of this contract upon request.
- David D. Richardson, M.D. understands that the current private contract remains in effect for two years. If David D. Richardson, M.D. again opts-out of Medicare, he will expediently complete a new contract for each Medicare beneficiary and will expediently submit the appropriate affidavit(s) to all local Medicare carriers.

\_\_\_\_\_  
**Provider's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Patient's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Patient's Legal Representative Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Date**

