

MIDLANDS
orthopaedics
& NEUROSURGERY

**PRIVATE PAYMENT AGREEMENT
FOR PATIENTS WITH MEDICARE**

Thomas P. Gross, M.D. (803) 256-4107

This agreement is entered into between the undersigned patient, or patient's legal representative ("patient"), and Thomas P. Gross, M.D. ("physician") on this _____ day of _____, 20____.

The patient represents that he or she is a Medicare beneficiary and that he or she understands the following:

1. Dr. Gross has opted out of, and does not participate in, Medicare.
2. The patient accepts full responsibility for payment of Dr. Gross' charge for all services provided by Dr. Gross.
3. The Medicare payment limits do not apply to what Dr. Gross may charge for items or services provided by him.
4. The patient agrees not to submit a claim to Medicare or ask Dr. Gross to submit a claim to Medicare.
5. Medicare payment will not be made for any items or services furnished by Dr. Gross that would have been covered by Medicare if there was no Agreement and a proper Medicare claim had been submitted.
6. The patient enters into this Agreement with the knowledge that he or she has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare. The patient is not compelled to enter into any Agreements that apply to other Medicare-covered services furnished by physicians who have not opted out of Medicare.
7. Medigap plans do not, and other supplemental plans may elect not to, make payments for items or services not paid by Medicare.
8. The patient may not be asked to sign this Agreement at a time when the patient requires emergency or urgent care services.
9. The patient may be provided a copy of this Agreement before items or services are furnished to the patient.

Patient's / Legal Representative's* Name (Print): _____

Patient's / Legal Representative's* Signature: _____

If Legal Representative, relationship to patient: _____

Verification of Legal Representative's Authority / Staff Signature: _____

Date Signed: _____

Dr. Gross will retain the original contract with original signatures of both parties for the duration of his opt-out period. Dr. Gross will supply CMS with a copy of this contract upon request.

Thomas P. Gross, M.D. _____ Witness: _____

Patient Name: _____ Chart #: _____

Date Signed: _____