

**Raj Patel, M.D.**  
**Medical Options For Wellness**  
**1098 Foster City Blvd., Suite 305**  
**Foster City, CA 94404**  
**(650) 474-2130**

**PRIVATE CONTRACT BETWEEN PHYSICIAN AND MEDICARE BENEFICIARY**

This agreement is made between \_\_\_\_\_ Raj Patel, M.D. \_\_\_\_\_, whose  
(Physician)  
principal place of business \_\_\_\_\_ 1098 Foster City Blvd., Suite 305, Foster City, CA 94404 \_\_\_\_\_  
(Address)  
and \_\_\_\_\_, a Medicare beneficiary, who resides at  
(Patient)  
\_\_\_\_\_  
(Address)

\_\_\_\_\_ Raj Patel, M.D. \_\_\_\_\_ agrees to provide medical services as listed in your new patient packet. In return for these services, the undersigned patient agrees to provide payment to physician in the amount set in your new patient information. By signing this, the patient agrees and understands the following:

Initial

- \_\_\_\_\_ Patient is not currently facing an emergency or urgent health care situation.
- \_\_\_\_\_ Patient agrees not to submit a claim (or request that a physician submit a claim) for the services pursuant to this agreement to the Medicare program.
- \_\_\_\_\_ Patient agrees to be fully responsible, whether through insurance or otherwise, for payment of the services, and understands that no Medicare reimbursement will be provided.
- \_\_\_\_\_ Patient understands that no Medicare reimbursement limits (including Medicare's limiting charge) apply to the services in question.
- \_\_\_\_\_ Patient understands that Medi-Gap plans do not, and other supplemental insurance plans may not, make payment for the services because payment is not made under the Medicare program.
- \_\_\_\_\_ Patient acknowledges that patient has the right to have these items and services provided by other physicians for whom Medicare would make payment.

\_\_\_\_\_ Patient understands that Medicare payment will not be made for any items or services furnished by the physician that otherwise would have been covered by Medicare if there was no private contract and a proper Medicare claim.

\_\_\_\_\_ Patient understands that he/she enters into this contract with the knowledge that he/she has the right to obtain Medicare-covered services and items from physicians who have not opted out of Medicare, and that the beneficiary is not compelled to enter into private contracts that apply to other Medicare services furnished by other physicians who have not opted out.

\_\_\_\_\_ Patient acknowledges that a copy of this agreement has been made available to him.

Physician is not excluded from participating in the Medicare Part B under Sections 1128, 1156, 1892, or any other section in the Social Security Act. This contract is effective starting

\_\_\_\_\_ 10/7/2011 \_\_\_\_\_ until \_\_\_\_\_ 10/7/2013 \_\_\_\_\_  
(Expiration of physician's opt-out period)

Executed at \_\_\_\_\_ Foster City \_\_\_\_\_, California on \_\_\_\_\_  
(City) (Date)

\_\_\_\_\_  
Physician's Signature

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

\_\_\_\_\_ **Raj Patel, M.D.** \_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name