

MEDICARE PRIVATE CONTRACT

(IN COMPLIANCE WITH 42 U.S.C. §1395a; 42 C.F.R. § 405, SUBPART D)

This contract is entered into by and between Dr. Vernon D. Rowe, MD (“Physician”), whose principal place of business is Rowe Neurology Institute/Consultants in Neurology, PA, and patient _____ (“Patient”), who resides at _____ and is a Medicare beneficiary seeking services covered under Medicare pursuant to Section 4507 of the Balanced Budget Act of 1997. The Physician has informed Patient, or the Patient’s legal representative, that Physician has opted out of the Medicare program. The expected or known effective date and expected or known expiration date of the current opt-out period is July 1, 2019 (effective date) and June 30, 2021 (expiration date). The Physician’s opt out status auto-renews every two years unless terminated prior to the renewal date.

Physician agrees to provide the following medical services to Patient (the “Services”):

- Outpatient Evaluation, Management and Treatment

In exchange for the Services, the Patient, or the Patient’s legal representative, agrees to make payments to Physician pursuant to the Attached Fee Schedule (Exhibit 1).

Physician agrees, understands and expressly acknowledges the following:

- Physician is not excluded from participating in Medicare under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.
- Physician acknowledges that this contract shall not be entered into with the Patient, or the Patient's legal representative, during a time when the patient requires emergency care services or urgent care services, except that the physician may furnish emergency or urgent care services to a Medicare beneficiary in accordance with 42 C.F.R. § 405.440.
- Physician must retain this contract (with original signatures of both parties to this contract) for the duration of the opt-out period, and that it shall be made available to the Centers for Medicare and Medicaid Services (CMS) upon request.
- Physician shall provide a copy of this contract to the Patient, or the Patient’s legal representative, before items or services have been furnished to the patient under the terms of this contract.
- Physician must enter into a contract for each opt-out period.

Patient, or the Patient’s legal representative, agrees, understands and expressly acknowledges the following:

- Patient, or the Patient’s legal representative, agrees not to submit a claim (or to request that Physician submit a claim) to the Medicare program for Medicare items or services, even if covered by Medicare.

- Patient is not currently in an emergency or urgent health care situation.
- Patient, or the Patient's legal representative, acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to what the physician may charge for items or services furnished by the physician.
- Patient, or the Patient's legal representative, acknowledges that Medi-Gap plans do not, and other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.
- Patient, or the Patient's legal representative, acknowledges the right, as a Medicare beneficiary, to obtain Medicare-covered items and services from physicians and practitioners who have not opted-out of Medicare, and that the Patient, or the Patient's legal representative, 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, or the Patient's legal representative, accepts full responsibility for payment of the physician's charges for all items or services furnished by the physician.
- Patient, or the Patient's legal representative, understands that Medicare payment will not be made for any items or services furnished by the physician that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.
- Patient, or the Patient's legal representative, acknowledges that a copy of this contract has been made available to the Patient, or the Patient's legal representative, before items or services have been furnished to the Patient under the terms of this contract and that this written private contract contains sufficiently large print to read.
- Patient, or the Patient's legal representative, agrees to reimburse Physician for any costs and reasonable attorneys' fees that result from violation of this Contract by Patient, or Patient's legal representative.

Vernon D. Rowe, MD
Name of Physician

1639174253
National Provider Identifier

Signature of Physician

Date

Location (check one):

___ 8550 Marshall Drive, Ste 100 Lenexa, KS 66214 (913) 827-4200

___ 1800 Fairburn Avenue, Ste 209 Los Angeles, CA 90025 (913) 827-4200

Name of Patient (printed)

Name of Patient's Legal Representative (printed)

Signature of Patient, or Patient's
Legal Representative

Date

Patient or Patient's Legal Representative Home Address & Phone

MEDICARE PRIVATE CONTRACT

EXHIBIT 1

Office Visit/Evaluation and Management	\$325 per half hour (minimum first visit of 1 hour)
Botox Injection Session	\$325
Review of Images (MRI)	\$250