

Integrative Health Systems, P.S.

www.rienstraclinic.com

## Private Contract For Medical Services

WHEREAS I wish to contract with Dr Rienstra and his employees to provide medical services in both emergency and non-emergency circumstances, all terms of this agreement apply both to Dr Rienstra and to his employees.

WHEREAS I recognize that Dr Rienstra does not participate in, nor is he a provider for, any medical insurance plan including any managed care plan, the Medicare program, Washington Basic Health, DSHS, or any other governmental insurance with the exception of Washington State Labor and Industries.

WHEREAS I acknowledge that Dr Rienstra will not bill any insurance program for me, including the Medicare program

WHEREAS I am covered under the Medicare program at this time or may be in the future

NOW THEREFORE I enter into this contract with Dr Rienstra (who has not been excluded from the Medicare Program pursuant to section 1128 of the Medicare Program).

Pursuant to Title XVIII (Medicare) of the Social Security Act (42 U.S.C. §1395a, *et seq.*) (“Title 18”), I agree as follows:

1. I agree not to submit any claim (or request that Dr Rienstra submit a claim), to Medicare for such items or services used or employed by Dr Rienstra in his treatment of me, even if such items or services are otherwise covered by Title 18;
2. I agree to pay at the time of service for such items or services used or employed by Dr Rienstra in his treatment of me, and further understand that **no reimbursement** will be provided under Title 18;
3. I acknowledge that no limits under Title 18 (42 U.S.C. §1395a, *et seq.*, including under 42 U.S.C. §1848(g)) apply to amounts that may be charged for any items or services used or employed by Dr Rienstra in his treatment of me;
4. I acknowledge that Medigap plans under Title 18 (42 U.S.C. §1395ss) do not, and other supplemental insurance plans may elect not to, make payments for such items and services used or employed by Dr Rienstra in his treatment of me, because payment is not being made pursuant to Title 18, and because no Current Procedural Terminology or International Classification of Disease codes will be applied to the services provided to me;

5. I acknowledge that I may have the right to have such items or services provided by other physicians or practitioners.
  - If I am a Medicare beneficiary, services might be covered under Title 18.
  - If I am a beneficiary of a managed care plan, Washington Basic Health, DSHS, or any other governmental or non-governmental insurance, that plan may cover my medical services when provided by participating physicians or practitioners.
  - I am not required to enter into private contracts that apply to Medicare-covered services furnished by physicians who work with the Medicare program.
6. For valid consideration, I expressly promise and warrant that neither myself nor my heirs, executors, administrators, successors, beneficiaries, or assigns, will ever seek reimbursement, directly or indirectly, from the Medicare program or any similar program for any medical services provided by Dr. Rienstra.
7. Except as set forth herein, I am neither relying on any supplemental representations nor have any supplemental agreements with Dr. Rienstra regarding insurance reimbursement.
8. I will disclose to Dr Rienstra if I am a participant in the Medicare program, DSHS, Washington Basic Health, or similar government insurance programs. Dr Rienstra will provide no treatment codes or diagnosis codes in that case.
9. I consent and agree that Dr. Rienstra is justified in relying upon this Private Contract for Medical Treatment in rendering services on my behalf, whether during an emergency or not. I promise to reimburse him for any reasonable attorney's fees and costs which may result from my breach of any aspect of this agreement.

In accord with Medicare requirements, Dr Rienstra states that he originally opted out of the Medicare program in February 1998. ***Current "opt-out" period ends \_\_\_\_\_.***

In consideration of these promises, Dr Rienstra agrees that he and his employees will treat the patient in the best and most effective manner for the health and well being of the patient.

WHEREFORE, this contract has been entered into this date ( \_\_\_\_\_ ), between Dr Rienstra \_\_\_\_\_ and \_\_\_\_\_

Patient name \_\_\_\_\_ Signature \_\_\_\_\_

Two year updates

Date									
Initials									