



Douwe Rienstra, MD

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Private Contract for Medical Services

including Medicare, Washington Basic Health, DSHS, and any other governmental insurance with the exception of Washington State Labor and Industries.

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

This contract is entered into by and between Dr Rienstra (hereinafter called “physician) and

_____ date of birth _____ (hereinafter called “patient” or “beneficiary”).

Physician Obligations

Dr Rienstra acknowledges that he has not been excluded from Medicare under sections 1128, 1156, 1892 or any other section of the Social Security Act.

The physician acknowledges that this contract shall not be entered into with a Medicare beneficiary, or the beneficiary's legal representative, during a time when the patient requires emergency or urgent care services.

The physician acknowledges that he must retain 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.

The physician shall provide a copy of this contract to the beneficiary, or to his or her legal representative, before items or services have been furnished to the beneficiary under the terms of this contract.

Beneficiary Obligations

This contract applies to all insurance plans specified above, hereinafter called “Medicare.” This contract is entered into when beneficiary becomes a patient of this clinic, in case patient becomes covered by Medicare during the course of his or her treatment by Dr Rienstra.

The beneficiary, or his or her legal representative, agrees to **pay at the time of service** for such items or services used or employed by Dr Rienstra or his employees.

The beneficiary, or his or her legal representative, understands that no payment will be provided by Medicare or Medicare secondary insurance for items or services furnished by the physician that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

The beneficiary, or his or her legal representative, understands that Medicare limits do not apply to what the physician

may charge for items or services furnished by the physician.

The beneficiary, or his or her legal representative, agrees not to submit a claim, nor ask the physician to submit a claim, to Medicare or Medicare secondary insurance for Medicare items or services, even if such items or services are otherwise covered by Medicare.

The beneficiary acknowledges that this written private contract contains sufficiently large print to ensure that the beneficiary is able to read this contract.

The beneficiary, or his or her legal representative, has entered into this contract 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 and for whom payment would be made by Medicare for their covered services, and that the beneficiary has not been 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 beneficiary, or his or her legal representative, understands that Medigap plans do not, and other supplemental plans

may elect not to, make payments for items and services not paid for by Medicare.

The beneficiary, or his or her legal representative, understands that this agreement shall not be entered into with the physician during a time when the beneficiary 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.

The beneficiary, or his or her legal representative, acknowledges that a copy of this contract has been provided to the beneficiary, or to his or her legal representative, before items or services have been furnished to the beneficiary under the terms of this contract.

The beneficiary, or his or her legal representative, understands that a Medicare Advantage plan may not by law make any payments to the physician for any Medicare items and services furnished to the beneficiary under this contract. He or she further consents and agrees that Dr. Rienstra is justified in relying upon this Private Contract for Medical Treatment in rendering services. They promise to reimburse him for any reasonable attorney's fees and costs which may result from my breach of any aspect of this agreement.

Dr Rienstra

NPI 1104264720

Date

Name of Patient (printed) or Legal Representative

Signature of Patient or Legal Representative

Date