



Functional and Integrative Medicine of McCall
Dr. Gail Eberharter Rankin, MD

Medicare Opt Out Private Contract

This contract is between Gail Eberharter Rankin, MD (Physician) and

_____ (Medicare
beneficiary, referred to in this contract as “Patient”)

Gail Eberharter Rankin, MD has elected to opt out of Medicare. A physician who opts out is not required to submit claims on behalf of beneficiaries and is not subject to Medicare limits on charges for covered services.

1. Gail Eberharter Rankin, MD represents that she is excluded from participation under the Medicare program under § 1128, 1156, or 1892 of the Social Security Act.
2. Patient (or Patient’s legal representative) and Gail Eberharter Rankin, MD agree that Patient is not now facing an emergency or urgent health care situation.
3. By signing this contract, Patient (or Patient’s legal representative) does the following:
 - a. Accepts full responsibility for payments of Physician’s charge for all services furnished by Physician.
 - b. Understands that Medicare limits do not apply to what the Physician may charge for items or services furnished by the Physician.
 - c. Agrees not to submit a claim to Medicare or to ask Physician to submit a claim to Medicare.
 - d. Understands that Medicare payment will not be made for any items or services furnished by Physician that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.
 - e. Enters into this contract with the knowledge that Patient has the right to obtain Medicare covered items and services from physicians and practitioners who have not opted out of Medicare, and that Patient is not

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compelled to enter into private contracts that apply to other Medicare covered services furnished by other physicians or practitioners that have not opted out.

f. Understands that Medigap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare;

4. The known effective date of the opt out period is April 1, 2016.

5. The expected term of the opt out period is indefinite.

This contract shall remain in force and effect from the date it is signed by Patient until the end of the term of the Physician's current opt out period.

Accepted and Agreed: _____
(Physician)

Accepted and Agreed: _____
(Patient or Patient's Legal Representative)

Date: _____

Original Contract Must Be Retained By Physician
A Copy Will Be Provided To Patient or Patient's Legal Representative before Items or Services are Furnished under Terms of this Contract.