

McMinn Clinic
3125 Independence Drive, Suite 108
Homewood, AL 35209

PRIVATE SERVICE AGREEMENT

Provider's Opt Out of Medicare:

James McMinn, M.D. (the "Provider") has exercised his ability to opt out of the Medicare program effective June 1, 2013 for the Medicare program under 1128, 1156, 1892 or any other section of the U.S. Social Security Act.

Client Responsibility for Provider Charges:

The client designated above (the "Client") is, or may become, a Medicare beneficiary during the Opt Out Period and has requested that the Provider render professional services to Client during the Opt Out Period. Client, or Client's legal representative, as the case may be, hereby accepts full responsibility for payment of the Provider's charges for all services furnished by the Provider.

No Medicare Limits and Payments:

Client understands:

- That any Medicare limits do not apply to what the Provider may charge or items or services he/she furnishes
- That no Medicare payment will be made for any items or services furnished by the Provider that would have otherwise been covered by Medicare if this Private Service Agreement did not exist and a proper Medicare claim had been submitted

No Submission of Medicare Claims:

The Client or Client's legal representative as the case may be, agrees

- Not to submit a claim to Medicare
- Not to ask the Provider to submit a claim to Medicare

Client Rights:

The Client or Client's legal representative as the case may be, enter into this Private Service Agreement with the knowledge that Client

- Has the right to obtain Medicare covered items and services from physicians and practitioners who have not opted out of Medicare
- Is in no way compelled to enter into any private service agreements that apply to other Medicare covered services furnished by other physicians or practitioners who have not opted out

Medigap and Other Supplemental Plans:

The Client, or Client's legal representative as the case may be, understands that Medi-gap plans do not, (and that other supplemental plans may elect net to), make payments for items and services not paid for by Medicare.

Emergency or Urgent Care Services:

Provider and Client agree that they are not entering into this Private Services Agreement during a time when Client requires emergency care services or urgent care services, which include either services furnished in the treatment of an emergency medical condition or services furnished to an individual who requires services to be furnished within 12 hours in order to avoid the likely onset of an emergency medical condition.

Now therefore, Provider and Client hereby execute this Agreement to be effective for services rendered by Provider to Client.

Provider

Client

Date

10/6/16