



Open Hands DPC

Dr. Kelli A. Keller, D.O.

www.openhandsdpc.com

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 Kelli A. Keller, D.O. (hereinafter called “physician”), whose principal medical office is located at Open Hands DPC 410 Good Life Place Mt Sterling, KY 40353 and _____ (hereinafter called “beneficiary”), who resides at _____ and shall become effective on this _____ and shall expire _____ (1 YEAR AFTER START DATE) (the “opt out period”), unless otherwise renewed in accordance with the 42 U.S.C. 1395a; 42 C.F.R. 405, Subpart D.

Physician Obligations

The physician acknowledges that she is excluded from Medicare – as of October 1, 2020, 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 the beneficiary, or the beneficiary's legal representative, 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 physician acknowledges that she 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.

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.

The physician acknowledges that she and the beneficiary must enter into a contract for each opt-out period (1 year from date signed).

Beneficiary Obligations (Initial next to each)

___ The beneficiary, or his or her legal representative, accepts full responsibility for payment of the physician's charge for all services furnished by the physician.

___ The beneficiary, or his or her legal representative, understands that no payment will be provided by Medicare 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 for Medicare items or services, even if such items or services are otherwise covered by Medicare.

