

PRIVATE PROFESSIONAL SERVICES AGREEMENT

This Private Professional Services Agreement (this “**Agreement**”) is entered into effective _____ (the “**Effective Date**”), by D. Clay Ackerly, M.D., a physician licensed to practice in the District of Columbia with a principal address at 3301 New Mexico Ave., NW, Suite 348, Washington, DC 20016 (the “**Physician**”) and _____, or his or her legal representative (collectively, the “**Patient**”) (Physician and Patient are each, a “**Party**” and are collectively, the “**Parties**”).

RECITALS

WHEREAS, Patient is seeking certain professional medical services from the Physician;

WHEREAS, Physician has agreed to provide such professional medical services, including items delivered in the course of performance of those professional medical services to the Patient, according to the terms and conditions of this Agreement; and

WHEREAS, Physician has opted out of participation in the Medicare program.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

AGREEMENT

1. Payment for Items or Services by Patient. The Patient accepts full responsibility for payment of the Physician’s charge for all items or services furnished by the Physician to the Patient pursuant to this Agreement. The Patient understands and acknowledges that Medicare limits do not apply to what the Physician may charge for items or services furnished by the Physician.

2. Payment for Items or Services by Medicare Prohibited. The Patient understands and acknowledges that Medicare payment will not be made for any items or services furnished by the Physician to the Patient that would have otherwise been covered by Medicare if the Parties had not entered into this Agreement and were a proper Medicare claim to have been submitted. Additionally, the Patient understands and acknowledges that Medigap plans do not, and that other supplemental plans may elect not to, make payments for items or services not paid for by Medicare.

3. Submission of Claims. The Patient agrees not to submit a claim to Medicare or to ask the Physician to submit a claim to Medicare for items or services furnished by the Physician to the Patient pursuant to this Agreement.

4. Patient’s Right to Receive Medicare Benefits. The Patient enters into this Agreement with the knowledge that he or she has the right to obtain Medicare-covered items or services from physicians and practitioners who have not opted out of Medicare. The Patient understands and acknowledges that he or she is not compelled, by nature of entering into this Agreement, to enter into private contracts for the provision of other Medicare-covered services furnished by other physicians or practitioners who have not opted out.

5. **Term and Termination.** This Agreement shall be effective as of the Effective Date and continue until further notice. Notwithstanding the foregoing, this Agreement shall immediately terminate upon Physician's failure to maintain his opt-out of the Medicare program pursuant to 42 C.F.R. § 405.435(a).

6. **No Emergency.** The Patient represents and warrants that the Parties have not entered into this Agreement during a time when the Patient required emergency care services or urgent care services.

7. **No Exclusion From Medicare Participation.** The Physician represents and warrants that she has not been excluded from participation in the Medicare program under Social Security Act Sections 1128, 1156, or 1892, or any other section of the Social Security Act.

8. **Access to Documents.** The Physician represents and warrants that a copy of this Agreement (a photocopy is permissible) shall be provided to the Patient before items or services are furnished to the Patient under the terms of this Agreement. The Physician shall retain an original copy of this Agreement, including original signatures of both Parties, for the duration of the Physician's opt-out period, and shall make such copy available to the Centers for Medicare and Medicaid Services upon request.

9. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the District of Columbia without giving effect to its conflict of laws provisions.

10. **Construction.** The various titles of the Sections herein are used solely for convenience and shall not be used for interpretation or construing any word, clause, paragraph, or subparagraph of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date(s) set forth below.

PHYSICIAN

PATIENT

By: _____
D. Clay Ackerly, M.D.

By: _____

Date Signed: _____

Date Signed: _____