

**Private Contract Between Kathryn M. Gardner, M.D.
and Medicare Beneficiary**

This agreement is made between Kathryn M. Gardner, M.D., whose principal place of business is 242 26th Street, Santa Monica, CA 90402 and

_____ (Patient Name), a

Medicare beneficiary, who resides at _____

_____ (Patient Address).

Kathryn M. Gardner, M.D. agrees to perform the following services:

1. Office and hospital eye examinations, routine and emergency
2. Office eye consultations
3. Office diagnostic studies and procedures
4. Management of eye disease
5. Office surgeries of the eye and eyelid

In return for these services, the undersigned patient agrees to provide payment to the physician in the amount set forth in Attachment A (fee schedule).

By signing this contract, _____ (Patient Name) agrees to, and understands the following;

Please initial:

_____ Patient is not currently facing an emergency health care situation.

_____ Patient agrees not to submit a claim to the Medicare program (or to require Dr. Gardner to submit a claim) for the services provided pursuant to this agreement (This is Medicare Policy for Opt-Out Physicians).

_____ Patient agrees to be fully responsible for payment of services, and understands that no Medicare reimbursement will be provided.

_____ Patient understands that no Medicare reimbursement limits (including Medicare's limiting charge) apply to the services in question.

_____ Patient understands that Medi-Gap plans do not, and other supplemental insurance plans may not, make payment for the services provided because payment is not made under the Medicare program.

_____ Patient acknowledges that he/she has the right to have these items and services provided by other physicians for whom Medicare would make payment.

____ Patient understands that Medicare payment will not be made for any items or services furnished by the physician that otherwise would have been covered by Medicare if there were no private contract and a proper Medicare claim was made.

____ Patient understands that he / she enters into this contract with the knowledge that he or she has the right to obtain Medicare-covered services and items from physicians who have not opted out of Medicare, and that the beneficiary is not compelled to enter into private contracts that apply to other Medicare services furnished by other physicians who have not opted out.

Kathryn M. Gardner, M.D., by choice and through application procedure, is excluded from participating in the Medicare program. This contract is effective starting April 1, 2008.

Executed at Santa Monica, California, on _____ (Date).

Physician's Signature

Patient's Signature

Type or Print Name

Type or Print Name

The beneficiary or his / her legal representative must be provided a photocopy or original of the private contract before items or services are furnished to the beneficiary under the terms of the contract. The physician must retain a copy of the contract during the duration of the opt-out period. The contract must be made available to HCFA upon request.