

**PRIVATE CONTRACT FOR MEDICARE PATIENTS**

- I, Trent C. Holmberg, MD, have not been excluded from Medicare under [1128] §§1128, [1156] 1156 or [1892] 1892 of the Social Security Act.
- I, the Medicare beneficiary or my legal representative accept full responsibility for payment of charges for all services furnished by Trent C. Holmberg, MD.
- I, the Medicare beneficiary or my legal representative understand that Medicare limits do not apply to what Trent C. Holmberg, MD may charge for items or services furnished.
- I, the Medicare beneficiary or my legal representative agree **not** to submit a claim to Medicare or to ask Trent C. Holmberg, MD or Trent C. Holmberg, MD, PC to submit a claim to Medicare.
- I the Medicare beneficiary or my legal representative understand that Medicare payment will not be made for any items or services furnished by Trent C. Holmberg, MD or Trent C. Holmberg, MD, PC that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted. This may include prescriptions or referral services.
- I, the Medicare beneficiary or my legal representative enter into this contract with the knowledge that I have the right to obtain Medicare-covered items and services from a physician and/or practitioner who has not opted-out of Medicare, and that I am not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted out.
- The expected or known effective date of the opt-out period is January 1, 2022 and the expected or known expiration date of the opt-out period is December 31, 2023.
- I, the Medicare beneficiary or my legal representative understand that Medigap plans do not elect to make payments for items and services not paid for by Medicare and understand that other supplemental plans may elect not to make payments for items and services not paid for by Medicare.
- This contract cannot be entered into by myself, the Medicare beneficiary, or by my legal representative during a time when I, the Medicare beneficiary, require emergency care services, or urgent care services. (However, a physician/practitioner may furnish emergency or urgent care services to a Medicare beneficiary in accordance with §3044.28 of the Medicare Carriers Manual)
- I, the Medicare beneficiary or my legal representative will receive or have received a copy of this contract, before items or services are furnished to me under the terms of this contract.
- I, Trent C. Holmberg, MD will retain the original contract (original signatures of both parties required) for the duration of the opt-out period.
- I, Trent C. Holmberg, MD will supply CMS with a copy of this contract upon request.
- I, Trent C. Holmberg, MD understand that the current private contract remains in effect for two years. If I again opt-out of Medicare, I will complete a new contract for each Medicare beneficiary and will submit the appropriate affidavits(s) to all local Medicare carriers upon request.

\_\_\_\_\_  
Provider's Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Patient's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient's Legal Representative Signature (if unable to sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date