



## MEDICARE CONTRACT

This agreement is between Drs. Cristina Matera, Maureen Moomjy and Jessica Brown of the medical practice Madison Women's Health and Fertility ("MWHF"), whose principal place of business is 50 East 77<sup>th</sup> Street, New York, New York 10021, and patient \_\_\_\_\_ ("Patient"), who resides at \_\_\_\_\_ and is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balances Budget Act of 1997. MWHF has informed the Patient that the Physicians have opted out of the Medicare program effective on January 1, 2006, for a period of at least two years, and is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 18982 or any other section of the Social Security Act.

MWHF agrees to provide the following medical services ("Services") to the Patient:

Office Visits (99211-99215) and consultations, Emergency room visits, Hospital visits and consultations, Cervical biopsy, Endometrial biopsy, Pelvic sonogram, DEXA (Bone Mineral Densitometry), Vulvar excisions, Pessary insertions, Diagnostic or Operative Laparoscopy, Diagnostic or Operative Hysteroscopy, Abdominal Hysterectomy, Abdominal Myomectomy, Vaginal Hysterectomy, D&C, and any other gynecologic service(s) that is (are) required by the Patient.

In exchange for the Services, the Patient agrees to make payments to MWHF pursuant to the Attached Fee Schedule. The attached fee schedule is for the calendar year 2005. Fees are increased yearly to keep pace with the increasing Medical Cost of Living and anticipated expenses, such as medical malpractice premiums. Future fee schedules will be made upon request.

Patient also agrees, understands and expressly acknowledges the following:  
*(Please initial each paragraph)*

\_\_\_\_\_ The Patient agrees not to submit a claim or to request that MWHF submits a claim to the Medicare program with respect to the Services, even if covered by Medicare Part B.

\_\_\_\_\_ The Patient is not currently in an emergency or urgent health care situation.



\_\_\_\_\_The Patient acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to charges for the Services.

\_\_\_\_\_The Patient acknowledges that Med-Gap plans will not provide payment or reimbursement for the Services because payment is not made under the Medicare program, and other supplemental insurance plans may likewise deny reimbursement.

\_\_\_\_\_The Patient acknowledges that she has a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from other physicians and practitioners who have not opted-out of Medicare. The patient is not compelled to enter into a private contract with MWHF to receive Medicare-covered services that are furnished by other physicians or practitioners who participate in Medicare.

\_\_\_\_\_Patient agrees to be responsible to make payment in full for the Services, and acknowledges that MWHF will not submit Medicare claims for the Services and that no Medicare reimbursement will be provided.

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

\_\_\_\_\_Patient acknowledges that a copy of this contract has been made available to her.

Executed on \_\_\_/\_\_\_/\_\_\_ by \_\_\_\_\_ (Patient) and  
\_\_\_\_\_ (Physician) of MWHF.

\_\_\_\_\_  
Patient signature

\_\_\_\_\_  
Physician signature MD