

CMS PRIVATE CONTRACT BETWEEN A MEDICARE PATIENT AND DR. DAVID SILVERS (OPTED OUT PROVIDER)

Section 4507 of the 1997 Balanced Budget Act allows a physician to enter into a private contract with a Medicare Beneficiary. This private contract agreement is between Dr. David Silvers, located at 3401 PGA Blvd. #440, Palm Beach Gardens, FL 33410, and (patient/beneficiary name)_____

The patient is a Medicare Part B beneficiary and is seeking neurological services covered under Medicare Part B. Dr. Silvers (neurologist NPI# 1891739488) has informed the beneficiary/legal representative that he has opted out of the Medicare program starting 1/1/2025 and will continue as such until further notice. Dr. Silvers is not excluded from participating in Medicare Part B under sections 1128, 1156 or 1892 of the Act.

The beneficiary (or his/her legal representative) has read and agreed to the following terms of the private contract by signing below:

I, (or my legal representative), accept full financial responsibility for payment of Dr. Silvers' charges for all services furnished by Dr. Silvers. Such payment in full will take place at the time of the visit.

I, (or my legal representative), understand that Medicare limits do not apply to what Dr. Silvers may charge for services provided by him.

I, (or my legal representative), agree **NOT** to submit a claim to Medicare or ask Dr. Silvers to submit for me

I, (or my legal representative), have been informed (as stated above) of the 1/1/25 start of the opt-out period and the expected expiration date of the opt out period which will be ongoing until further notice.

I, (or my legal representative), understand that Medicare payments will not be made for any items or services provided by Dr. Silvers that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim has been submitted.

I, (or my legal representative), enter into this contract with the knowledge that the beneficiary has the right to obtain Medicare covered services from providers who have not opted out of Medicare and that the beneficiary is not compelled to enter into private contracts that apply to other Medicare covered services provided by other providers who have not opted out.

I, (or my legal representative), understand that Medigap plans do not, and that other advantage plans may elect not to, make payments for items and services not paid for by Medicare.

I, (or my legal representative), agree this contract was not entered into during a time when the beneficiary required emergency care services.

I, (or my legal representative) can receive a copy of this contract once signed and prior to services provided.

Dr. Silvers will retain an original copy of this contract for the duration of the opt out period (which renews automatically every 2 years) and will provide such copy to Medicare upon request.

Beneficiary/legal representative signature:_____ Date:_____

Dr. David Silvers signature:_____ Date:_____

Witness name:_____ Signature:_____ Date:_____

Q&A OF PRIVATE CONTRACT BETWEEN MEDICARE PATIENT AND DR. DAVID SILVERS (OPTED OUT PROVIDER)

It is voluntary for doctors to participate in Medicare and after almost 30 years of participation, Dr. David Silvers decided that it is to his patients benefit to receive high quality care by interacting with him directly and not through various insurance carriers.

PLEASE SEE THE INFORMATION BELOW TO HELP ANSWER SOME COMMON QUESTIONS

Who pays for services?

For every appointment/consultation, or other services provided by Dr. Silvers, the patient/beneficiary or legal representative will pay the predetermined fee in full prior to the visit on the date of service.

Are there charge limits?

No, Medicare charge limits DO NOT apply to services you receive from Dr. Silvers though this private pay contract. Prices are posted in our waiting room and on our web site but are subject to change at any time.

Will Medicare reimburse me?

No, and it is illegal for you to submit for such reimbursement. Due to Dr. Silvers opting out of Medicare, it is illegal for you to submit a bill/claim to Medicare, or your supplemental plan, or ask Gardens Neurology to submit on your behalf for services provided by and paid to Dr. Silvers. Some Medicare Advantage plans may partially reimburse advantage plans' patients/beneficiaries depending on their policy.

But isn't this a Medicare covered service?

Yes and no. Medicare would have covered the same services provided by a different Medicare-credentialed physician but will not pay for services you receive specifically from Dr. Silvers due to his opt out status.

What options do I have?

You have the right to get this service from a Medicare credentialed provider or from Dr. Silvers, an opted out provider. Any other services, tests or referrals ordered by Dr. Silvers should still be covered under your policy.

What if I am having a medical emergency?

This contract does not cover emergencies and our office advises patients that in case of emergency they must seek treatment at an emergency room or an urgent care center which will most likely be covered under Medicare. Once treated for the emergency you can always return to see Dr. Silvers as a private pay follow up.

Any patient refusing to sign/initial/date parts of or the whole document, can not be seen and if refusal occurs at the time of the visit, full payment for the visit is expected to cover the cost of prepping and time held to care for the beneficiary/patient.

GARDENS NEUROLOGY SELF-PAY AGREEMENT FORM FOR NON TRADITIONAL MEDICARE PATIENTS

This form is provided to you today as an acknowledgment of your request to be seen by our office as a self-pay patient. A self-pay patient pays in full for his/her care on the date of service due to their establishing contact with our office and presenting themselves as self-pay. All fees for self-pay services must be paid on the date of service for both office visits and testing. Your self-pay amount covers ONLY the professional services provided by us on that date of service. If you have any type of coverage, services received today will not be submitted by us to any insurer on your behalf, and will most likely not be reimbursed by your carrier or applied towards your deductible when you submit it. We can provide you with documentation to try and submit to your commercial insurer but can not guarantee reimbursement. Patients under traditional Medicare coverage sign a private contract and are not allowed by law to submit to Medicare therefore this form is NOT for them.

By initialing and signing below, I acknowledge that I have read and understood the terms of this self-pay visit, have been given the opportunity to ask questions and know that this document is not part of my legal medical record. I confirm that I am the patient (or the patient's authorized representative). I attest that:

_____ I have chosen Gardens Neurology and their treating providers and technicians to take care of my neurological needs. Whether it is a single visit, or multiple follow-up visits, I will be a self-pay patient until I inform the office otherwise. I understand my right to make personal payments for medical services provided to me here.

_____ The office provided me with a good faith estimate of today's cost for the visit and I agree to pay \$_____ for today's appointment. I realize that an insurer's reimbursement will be less than this fee.

_____ I was informed of the fee for today's visit when I scheduled this appointment – more than 72 hours ago. When scheduling this appointment, the office informed me of other possible reimbursable options.

_____ I am aware of the self-pay fee and am not surprised at the total amount which is indicated above.

_____ I might be covered/insured elsewhere or enrolled in a plan that Gardens Neurology does NOT accept.

_____ I will NOT submit this bill to be reimbursed by an insurance company.

_____ I understand all other terms that go along with the visit (those are stated in my new patient forms.)

_____ I understand that orders sent to other facilities may not be reimbursed and that the providers at Gardens Neurology are NOT responsible nor liable for any issues that may arise.

Name: _____ Date of Birth: _____

Signature: _____ Today's date: _____

Self Pay Pricing Program

Medical

New Patient Appointment with the doctor: \$450

Follow Up with the doctor: \$250

Extended Follow up with the doctor: \$350

Family Visit with the doctor: \$180

New Patient Appointment with the APRN*: \$300

Follow Up with the APRN: \$175

Family Visit with APRN: \$150

Cognitive Exam with APRN: \$200

Quality Measures/Care Plan with APRN: \$275

EMG 1 limb (including nerve conduction study) \$375

EMG 2 limbs (including nerve conduction study) \$475

EMG 3 limbs (including nerve conduction study) \$600

EMG 4 limbs (including nerve conduction study) \$700

EEG (routine, up to 40 minutes, including reading) \$460

EEG (extended/sleep deprived up to 60 min, inc. reading) \$550

Administrative

Medical Records: \$1 per page plus shipping (only our records)

Notary services available upon request

Prices may vary depending on case outcomes and urgency. Any price changes will be communicated, when possible, in advance or at the time the appointment is made.

*All new patients coming to the clinic for the first time MUST meet first with the doctor. This is only for patients who are new to the APRN, not to the practice. Some strict exceptions apply.

