

**William James Brooks, DO, PC**  
Board Certified - Osteopathic Manipulative Medicine  
Diplomate – Integrative and Holistic Medicine

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This agreement is between William James Brooks, DO, PC and

Patient \_\_\_\_\_ Date of Birth \_\_\_\_\_  
who is a AHCCCS (Medicaid) beneficiary seeking services covered under Medicare Part B or Part C (“Medicare Advantage”) pursuant to Section 4507 of the Balanced Budget Act of 1997.

Dr. Brooks has informed Patient that Dr. Brooks has opted out of the ACCCHS (Medicaid) program effective on February 1, 2020 until further notice and is not excluded from participating in Medicare Part B or Part C (“Medicare Advantage”) under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.

Dr. Brooks agrees to provide the following medical services to Patient (the "Services"):

***Evaluation and Management***

***Physical Medicine - not limited to Osteopathic Manipulative Medicine and Physical Therapy***

In exchange for the Services, the Patient agrees to make payments to Dr. Brooks pursuant to the Industrial Commission of Arizona annually published Fee Schedule discounted 66%. Patient also agrees, understands, and expressly acknowledges the following:

- Patient agrees not to submit a claim (or to request that Dr. Brooks submit a claim) to the ACCCHS (Medicaid) program with respect to the Services, even if covered by ACCCHS (Medicaid).
- Patient is not currently in an emergency or urgent health care situation.
- Patient acknowledges that neither AHCCCS's (Medicaid's) fee limitations nor any other AHCCCS's (Medicaid's) reimbursement regulations apply to charges for the Services.
- Patient acknowledges that he has a right, as a AHCCCS's (Medicaid's) beneficiary, to obtain AHCCCS's (Medicaid's) covered items and services from physicians and practitioners who have not opted-out of Medicare, and that the patient is 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.
- Patient agrees to be responsible, whether through insurance or otherwise, to make payment in full for Dr. Brooks' Services, and acknowledges that Dr. Brooks will not submit a AHCCCS's (Medicaid's) claim for the Services and that no AHCCCS's (Medicaid's) reimbursement will be provided.
- Patient understands that AHCCCS's (Medicaid's) payment will not be made for any items or services furnished by Dr. Brooks 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 him.
- Patient agrees to reimburse Dr. Brooks for any costs and reasonable attorneys' fees that result from violation of this Agreement by Patient or his beneficiaries.

Executed on \_\_\_\_\_ by Patient \_\_\_\_\_

and by William James Brooks, DO, PC

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James C Brooks, Secretary William James Brooks, DO, PC or William Brooks, DO, President William James Brooks, DO, PC

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OFFICE	5281 N Via Sempreverde, Tucson, AZ 85750
PHONE	(816) 746-0128
FAX	(877) 794-8238
WEB SITE	www.wjbrooksdo.com
AZ License	#1780
IN License	#02000898A
CA License	#20A22191