

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

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

Patient _____ Date of Birth _____
who is a Medicare Part B or Part C ("Medicare Advantage") 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 Medicare program effective on February 1, 2020; 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 including Ordering Lab and Imaging Studies
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 33%. 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 Medicare program with respect to the Services, even if covered by Medicare Part B or Medicare Part C ("Medicare Advantage").
- Patient is not currently in an emergency or urgent health care situation.
- Patient acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to charges for the Services.
- Patient acknowledges that Medi-Gap (aka "Medicare Supplement") plans may 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.
- Patient acknowledges that he has a right, as a Medicare beneficiary, to obtain Medicare-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 Medicare claim 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 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

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

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