Physician-Patient Private Contract (“Agreement”)
(Medicare Opt-Out)

One of the primary reasons for my opting out of Medicare as a provider was the burdensome paperwork requirements. Although, I no longer participate in the Medicare program, the government bureaucracy demands that I sign a lengthy “agreement” with my patients. The language of this contract is mandatory by Medicare before we can proceed in our new private arrangement. The agreement must be signed prior to any treatment rendered.

The undersigned patient/Medicare beneficiary (or the Medicare beneficiary's legal representative) (either is referred to as “Medicare Beneficiary”) is signing this Private Contract to evidence his or her understanding and agreement regarding payment for any services to be provided by Ellen W McKnight M.D., (“Physician”). Physician’s practice entity is known as Summit Arthritis & Infusion PLLC (also referred to as “Physician”). Physician hereby certifies that Physician is not and has not been excluded from participation in the Medicare program under section 1128 or other applicable sections of the Social Security Act.

By executing this Private Contract, Medicare Beneficiary acknowledges and agrees as follows with respect to all items or services provided by Physician to Medicare beneficiary

1. That Medicare Beneficiary will not submit a claim, or request Physician to submit a claim, for payment under Medicare, even if such items or services would otherwise be covered under Medicare.
2. That Medicare Beneficiary agrees to accept full responsibility for payment in full at the time of service, in accordance with Physician’s current fee schedule (see over), whether Medicare Beneficiary is reimbursed through private insurance or otherwise, for payment for all such items or services.
3. Medicare Beneficiary understands that NO reimbursement can or will be provided by Medicare for such items or services provided by Physician.
4. That Physician is not limited by Medicare in the amount that he or she may charge Medicare Beneficiary for the items or services provided, and that Medicare Beneficiary will pay Physician’s charges in full at time of service.
5. That Medigap plans do not make payment, and other Medicare supplemental insurance plans may choose not to make payment, for items or services furnished by Physician.
6. That Medicare Beneficiary has the right to have the items or services sought from Physician to be provided by other physicians or practitioners whose items or services would be covered by Medicare.
7. That Medicare Beneficiary is not in an emergency or urgent health care situation.
8. That Medicare Beneficiary agrees to reimburse Physician for any costs, collection fees, and reasonable attorney’s fees that result from violation of this Agreement by Medicare Beneficiary.
9. That Medicare Beneficiary acknowledges a copy of this Agreement has been provided to Medicare Beneficiary.
10. That Medicare Beneficiary signs this Private Contract voluntarily and upon full understanding of its terms.

Print Name: _________________________________   Dated _____________________________
Patient/Medicare Beneficiary (or Legal Representative): X_________________________________
If Representative, Print Name and Relationship: __________________________________________
Physician: _______________________
Ellen W. McKnight MD
January 12, 2016

Ellen Winters McKnight MD
3298 Summit Blvd
Suite 9
Pensacola, FL 32503-4350

CCN: 371531434985-001
PTAN: BJ864A
NPI: 1659464840

Dear Ellen McKnight, MD:

This is to notify you that your request to Opt-Out (withdraw) from the Medicare Part B Program has been received and made effective 01/01/2016. Your Opt-Out status will remain in effect until an application is received to enroll in Medicare or terminate your Opt-Out status.

The Centers for Medicare & Medicaid Services (CMS) has established a convenient and faster way to enroll in the Medicare program. Organizations, physicians and/or non-physician practitioners may now apply for enrollment in the Medicare program, or make changes to their enrollment information using the Internet-based Provider Enrollment Chain and Ownership System (PECOS). For additional information regarding the PECOS Internet Medicare enrollment process, go to http://www.cms.gov/MedicareProviderSupEnroll. If you do not utilize the PECOS Internet Medicare Enrollment process you may continue to download and submit paper copy applications from http://www.cms.gov/Medicare/Provider-Enrollment-and-Certification/MedicareProviderSupEnroll/EnrollmentApplications.html.

If you have Provider Enrollment questions, please contact our Provider Enrollment Service Line at 888-845-8614 between the hours of 8:30 AM – 4:30 PM EST or for general questions regarding Medicare, contact our Provider Customer Service Department at:

- Florida and U. S. Virgin Islands: 866-454-9007 between the hours of 8:00 AM – 4:00 PM (Monday through Friday) EST
- Puerto Rico: 877-715-1921 between the hours of 8:00 AM – 4:00 PM (Monday through Friday) EST

Or, you may write to the address below:

A CMS-Contracted Medicare Administrative Contractor
Medicare Provider Enrollment
P. O. Box 44021
Jacksonville, FL 32231-4021

Please ensure the National Plan & Provider Enumeration System (NPPES) is notified of any changes in enrollment information.

Sincerely,

Erin Hodge
Medicare Provider Enrollment
AFFIDAVIT TO OPT OUT OF MEDICARE

Participating physicians and practitioners must file an affidavit with the Medicare carrier no later than 10 days after the first private contract is entered. The affidavit must be received by the carrier at least 30 days before the first day of the next quarter showing an effective date of the first day in that quarter (i.e. 1/1, 4/1, 7/1 and 10/1). This will be the termination date of the Medicare participation agreement. Services should not be provided under private pay contracts with beneficiaries earlier than the effective date of the affidavit. Non-participating physicians and practitioners may opt out at any time. Any physician or practitioner should read the CMS guidelines in Chapter 15 Section 40 of the Medicare Benefit Policy Manual, prior to filing their Opt out Affidavit.

Providers Full Legal Name _____________________________________________

Providers Business Address _____________________________________________

Providers Mailing Address _____________________________________________

Social Security Number ___________________________ Date of Birth __________

Medicare PTAN(s) ___________________________ NPI ______________________

Do you wish to be an Ordering/Referring provider? Yes __________ No __________

Medical School ___________________________ Year Graduated __________ Specialty ___________________________

Telephone ___________________________ Tax ID ___________________________ License # ___________________________

Contact Name ___________________________ Telephone Number ___________________________

Contact Email ___________________________ Fax Number ___________________________

By signing this affidavit you acknowledge you understand and agree with the following terms and conditions:

- I understand the Opt out period is for (2) two years beginning on the later of the date of the affidavit is signed or its effective date.

- Except for emergency or urgent care services (as specified in §40.28), during the opt-out period I will provide services to Medicare beneficiaries only through private contracts that meet the criteria of §40.8 for services that, but for their provision under a private contract, would have been Medicare-covered services;
• I will not submit a claim to Medicare for any service furnished to a Medicare beneficiary during the opt-out period, nor will I permit any entity acting my behalf to submit a claim to Medicare for services furnished to a Medicare beneficiary, except as specified in §40.28;

• During the opt-out period, I understand that I may receive no direct or indirect Medicare payment for services that I furnish to Medicare beneficiaries with whom I have privately contracted, whether as an individual, an employee of an organization, a partner in a partnership, under a reassignment of benefits, or as payment for a service furnished to a Medicare beneficiary under a Medicare Advantage plan;

• I acknowledge that, during the opt-out period, my services are not covered under Medicare and that no Medicare payment may be made to any entity for my services, directly or on a capitated basis;

• During the opt-out period, I agree to be bound by the terms of both the affidavit and the private contracts that I have entered into;

• I recognize that the terms of the affidavit apply to all Medicare-covered items and services furnished to Medicare beneficiaries by me during the opt-out period (except for emergency or urgent care services furnished to the beneficiaries with whom I have not previously privately contracted) without regard to any payment arrangements I may make;

• I understand that a beneficiary who has not entered into a private contract and who requires emergency or urgent care services may not be asked to enter into a private contract with respect to receiving such services and that the rules of §40.28 apply if I furnishes such services;

• I will file this affidavit with all contactors who have jurisdiction over claims that I would otherwise file with Medicare and be filed no later than 10 days after the first private contract to which the affidavit applies is entered into.


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Effective Date of Affidavit
Effective January 1, 2015

Annual Service Charge for Administrative Services

Our staff spends countless hours annually striving to meet all of our patient’s needs. Unfortunately, these services are not covered by your insurance companies. In order to continue to provide the convenience of these services and to keep our doors open here at Summit Arthritis, we must charge to help cover the costs we incur. Therefore, we have instituted an annual service charge for these administrative services.

Some of the convenience services provided by Summit Arthritis which are not covered by your insurance company include but are not limited to:

**Recreating lost documents** - Prescriptions or lab orders lost or misplaced after an appointment requiring a replacement be made.

**Reproduction of test results** - Printed copies given of labs and/or tests, obtained at an appointment or via mail.

**Work/school excuses** - Notes given to be excused from work or school for an appointment with our office.

**Medication changes** - Requests made outside of appointment time to make changes in current medications prescribe.

**Filling refill requests outside of appointment time** - Pharmacy and/or patient requests for refills on medications, via fax or phone or written.

**Benefit clarification** - Establishing what insurance is estimated to cover for medications, infusions, injectables, etc.

**Verifying insurance coverage/copays** - Verifying benefits and estimated out of pocket expenses for appointments.

**Prior authorizations** - Completing prior authorization process for Medications, CT scans, MRIs, bone scans, labs, etc.
**Rescheduling appointments** - Needing to change an appointment that is currently scheduled with our office.

**Disability parking permits/Home health/physical therapy referrals/order updates** - Completion of parking permits for handicap parking, as well as completing referrals for Home Health and/or physical therapy.

**Splint, brace, and wheelchair orders** - Prescriptions or orders for any type of splints, braces or wheelchairs.

**Providing additional documentation requested to insurance companies for coverage** - Faxing, mailing or verbally providing additional information to insurance companies for coverage for services.

Note: We retain the right to charge our annual administrative service charge for any non-covered service not listed which still requires excessive amounts of time from our staff and/or doctor. **This fee does not cover copays, deductibles, fees for missed appointments, FMLA paperwork, disability forms, lawyer/legal forms, paperwork for scooters, special physician written letters or personal requests for medical records.**

**All patients are required to pay Annual Service Fee**

*This $35.00 fee will be collected upon scheduling our new patients for their consultations with Dr. McKnight as a scheduling fee. This scheduling fee will then be applied as your annual service fee when you arrive for your first appointment with our office. Should you miss your scheduled consultation or reschedule with less than 24 hours’ notice, this fee will serve as a cancellation fee, not to be reimbursed. Should Dr. McKnight agree to reschedule your consultation, this fee will be collected again upon scheduling.*

**The Summit Arthritis & Infusion Team**

We appreciate the opportunity to continue delivering the level of service you have grown to expect. Your trust in our practice is greatly appreciated and remains foremost as we continue to give you the best care available. We look forward to your visits in the year ahead.
Self Pay Patients

For currently established patients seen within the last 12 months, Dr. McKnight is offering a fair cash price for office visits which will provide a discount from the standard $160 fee. Two options are now available for these patients to choose from, see below.

These prices will fall under a 12 month period and must be paid in full at the time of the visit.

Option One, Per each 12 month period:
First visit - $95  Second visit - $90  Third visit - $85  Fourth visit - $80
All following visits within the 12 month period will be $80.

Option Two, Per each 12 month period:
$320 - This will allow for 4 office visits  OR  2 office visits + 2 injections within a 12 month period. Must be paid in full at time of first office visit of the year. **There will be no refunds if the visits are not utilized in a 12 month period.

13-18 months since your last follow up visit, the fee will be $125.
19-24 months since your last follow up visit, the fee will be $150.
25-29 months since your last follow up visit, the fee will be $175.
30-35 months since your last follow up visit, the fee will be $200.

New Patient Consultation fee is $235.
Following this appointment, you will have the option of either $95 or $320 as outlined above for your following office visit.

**Annual Service Charge for Administrative Services - $35 Required by all patients.

Injections Fees
Trigger point injection - $50
Knee/Shoulder/Hip bursa injection - $75
Kenalog injection - $75
Toradol injection - $30
B12 injection - $20  or  $150 for 12 B12 injections within a 12 month period.
TB skin test - $10
Nurse visit - $20  Effective 1/1/2018