

AGREEMENT TO OPT OUT OF MEDICARE COVERAGE

This agreement (The "Agreement") is made and entered into by and between Martin L. Johnson, M.D.

(Physician) and _____ (Patient name) as of this date: _____ 200____.

Pursuant to the terms of this Agreement, Physician shall provide to Beneficiary items or services which, in the absence of this Agreement, would be covered by Medicare.

Beneficiary agrees that Beneficiary shall be fully responsible for payment to Physician of all amounts due to Physician for the provision of such items or services.

Beneficiary agrees neither Beneficiary nor Beneficiary's legal representative shall submit a claim or request that Physician submit a claim for payment under Medicare for such items or services, even if such items or services would otherwise be covered by Medicare.

Beneficiary further agrees that Beneficiary's Medigap plan or other supplemental insurance plan may choose not to make payments for the items or services provided by Physician under this Agreement.

Beneficiary acknowledges and agrees that there shall be no reimbursement provided by Medicare to either Benefactor or Physician for the items or service provided by Physician to Beneficiary.

Beneficiary acknowledges and agrees that there are no limitations on the amounts (since Physician may charge in excess of the amount allowable under Medicare) Physician may charge Beneficiary for the provisions of such items or services.

Beneficiary acknowledges that Beneficiary has the right to have the items or service that currently are being provided by Physician be provided to Beneficiary by Physician who have not opted out of the Medicare program.

Beneficiary acknowledges and agrees that Beneficiary has entered into this Agreement with Physician knowingly and willing and that Beneficiary is not facing an emergency or urgent health care situation at the time Beneficiary enters into this Agreement.

Physician and Beneficiary represent that, as of the date of execution this Agreement, no items or services for which this Agreement has been executed have been provided by Physician and billed to Medicare and Beneficiary understands that Physician may not bill Medicare for the services which Physician provides to Beneficiary.

BENEFICIARY REPRESENTS THAT BENEFICIARY OR BENEFICIARY'S LEGAL REPRESENTATIVE IN THE EVENT THAT BENEFICIARY'S LEGAL REPRESENTATIVE IS ENTERING INTO THIS AGREEMENT ON BEHALF OF BENEFICIARY HAS THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT. BENEFICIARY OR BENEFICIARY'S LEGAL REPRESENTATIVE FURTHER REPRESENTS THAT HE/SHE HAS READ AND CONSIDERED THE TERMS OF THIS AGREEMENT AND RECOGNIZES THAT, BY SIGNING THIS AGREEMENT, ANY ITEMS OR SERVICE PROVIDED TO BENEFICIARY BY PHYSICIAN IN THE TWO YEAR PERIOD BEGINNING ON THE DATE SET FORTH ABOVE SHALL NOT BE REIMBURSED BY MEDICARE.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Physician

Beneficiary or Legal Representative