

Section 4507 of the 1997 Balanced Budget Act allows a physician or practitioner to enter a private contract with a Medicare beneficiary. Enter the provider's name and the beneficiary's name in the appropriate boxes. Signatures from the provider, a witness and the patient/beneficiary or their legal representative are required below. The supplier must submit an affidavit to Medicare expressing his/her decision to opt-out.

I, David S. Silvers, MD FAAN, NPI #1891739488, have not been excluded from Medicare under sections 1128, 1156 or 1892 of the Social Security Act,

I (the Medicare beneficiary) or my legal representative accept full responsibility for payment of charges for all services furnished by David Silvers, MD FAAN. Payments and forms must be paid and signed on date of service prior to the appointment time.

I (the Medicare beneficiary) or my legal representative understand that Medicare limits do not apply to what Dr. David Silvers may charge for items or services furnished.

I (the Medicare beneficiary) or my legal representative agree **NOT** to submit a claim to Medicare or to ask Dr. Silvers or Gardens Neurology to submit a claim to Medicare on my behalf.

I (the Medicare beneficiary) or my legal representative understand that Medicare payment will not be made for any items or services furnished by Dr. David Silvers that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

I (the Medicare beneficiary) or my legal representative enter into this contract with the knowledge that I have the right to obtain Medicare-covered items and services from a physician and/or practitioner who has not opted-out of Medicare, and I am 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.

The expected or known effective date and expected or known expiration date of the opt-out period is 01/01/2025 until further notice.

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

This contract cannot be entered into by me, (the Medicare beneficiary), or by my legal representative during a time when I, (the Medicare beneficiary), require emergency care services or urgent care services. (However, a physician/practitioner may furnish emergency or urgent care services to a Medicare beneficiary in accordance with 3044.28 of the Medicare Carriers Manual)

I (the Medicare beneficiary) or my legal representative will receive or have received a copy (a photocopy is permissible) of this contract, before items or services are furnished to me under the terms of this contract.

Dr. David Silvers will retain the original contract (original signatures of both parties required) for the duration of the opt-out period.

Dr. David Silvers will supply CMS with a copy of this contract upon request.

Dr. Silvers and Gardens Neurology understand that the current private contract remains in effect for two years and renews automatically unless Dr. David Silvers changes the Medicare participation status. New contracts may be signed and/or updated every few years.

Provider's information: NPI #1891739488

Specialty: Neurology

Provider's Signature: _____ Date: _____

Patient's Name: _____ DOB: _____ Phone #: _____

Patient's Email (please print clearly): _____

Patient's Signature: _____ Date: _____

Patient's Legal Representative Name and Signature: _____

Witness Name: _____ Signature: _____ Date: _____

For a Q&A sheet regarding this form and opt out information, please request a copy upon signing.