

**TOUCHSTONE LIFE CENTER (TLC)**

**Private Contract Addressing Third Party Payers**

**THIS NOTICE DESCRIBES THAT TLC DOES NOT TAKE MEDICARE OR INSURANCE**

**Policy:**

The following describes Touchstone Life Center policy of entering into a private contract with clients and not third party payer systems of care. This in part grants clients greater control of the information regarding their care, how and who it is released to within the guidance of our limits to confidentiality policy.

***TLC's provider Dr. Kris Peterson; has not been excluded from Medicare under [1128], 1128, [1156] 1156 or [1892] 1892 of the Social Security Act.*** This contract means that clients, the Medicare beneficiary or their legal representative accepts full responsibility for payment of charges for all services furnished by TLC and Dr. Peterson. The client/Medicare beneficiary or their legal representative understands that Medicare limits do not apply to what Dr. Peterson/TLC may charge for items or services furnished. Additionally the client, Medicare beneficiary or their legal representative agrees not to submit a claim to Medicare or to ask Dr. Peterson to submit a claim to Medicare. The client/Medicare beneficiary or their legal representative understands that Medicare payment will not be made for any items or services furnished by TLC and Dr. Peterson that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

The client/Medicare beneficiary or their legal representative further understands that they are entering into this contract with the knowledge that they have the right to obtain Medicare covered items and services from other providers who have not opted out of Medicare, and that they are 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 March 30<sup>th</sup>, 2015 (effective date) and March 30<sup>th</sup>, 2017 (expiration date). The client/Medicare beneficiary or their legal representative understands 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 the client/Medicare beneficiary or their legal representative during a time that the beneficiary requires 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 Medicare Carriers Manual).

The client/Medicare beneficiary or their 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.

Policy #2 TLC 2015

I, Dr. Kris Peterson will retain the original contract (original signatures of both parties required) for the duration of the opt-out period.

I, Dr. Kris Peterson will supply to Center for Medicare and Medicaid Services with a copy of this contract upon request.

I, Dr. Kris Peterson understand that the current private contract remains in effect for two years. If I again opt-out of Medicare, I will complete a new contract for each Medicare beneficiary and will submit the appropriate affidavit(s) to all local Medicare carriers at their request. This request shall be in writing to TLC by those Medicare carriers and a response will be generated in a timely fashion.

\_\_\_\_\_  
(Providers Signature)

\_\_\_\_\_  
(Date)

\_\_Kris Peterson MD\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Clients/Patients Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Client/Patients Legal Representative or Witness)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)