**Medicare Private Contract**

This Medicare Private Contract (this “Contract”) is entered into this 1st day of January, 2025 (the “Effective Date”) by and between Endocrine360\_MK, LLC d/b/a/ Endocrine360, a New Jersey limited liability company, which is owned and operated by, Micol Schulder-Katz, M.D. (collectively, the “Physician”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the “Beneficiary”).

1. **Introduction**.
   1. The Balanced Budget Act of 1997 allows physicians to “opt out” of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to opt out, physicians are required to file an affidavit with each Medicare carrier that has jurisdiction over claims that they have filed (or that would have jurisdiction over claims had the physicians not opted out of Medicare). In essence, the physician must agree not to submit any Medicare claims nor receive any payment from Medicare for items or services provided to any Medicare beneficiary for two years.
   2. This Contract between Beneficiary, or the Beneficiary’s legal representative, and Physician is intended to be the contract physicians are required to have with Medicare beneficiaries when physicians opt-out of Medicare. This Contract is limited to the financial agreement between Physician and Beneficiary, or the Beneficiary’s legal representative, and is not intended to obligate either party to a specific course or duration of treatment.
2. **Opt Out Period**. Physician has opted out of Medicare for the two year period effective January 1, 2025 and expiring on December 31, 2026 (the “Opt Out Period”).
3. **Beneficiary Obligations**. During the Opt Out Period:
   1. Beneficiary, or the Beneficiary’s legal representative, accepts full responsibility for payment of the physician’s or practitioner’s charge for all items or services furnished by Physician and understands that no reimbursement will be provided under the Medicare program for such items or services.
   2. Beneficiary, or the Beneficiary’s legal representative, understands that no limits under the Medicare program apply to amounts that may be charged by Physician for such items or services.
   3. Beneficiary, or the Beneficiary’s legal representative, agrees not to submit a claim to Medicare for items or services provided by Physician and shall not to ask Physician to submit a claim to Medicare.
   4. Beneficiary, or the Beneficiary’s legal representative, understands that Medicare payment will not be made for any items or services furnished by Physician that otherwise would have been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.
   5. Beneficiary, or the Beneficiary’s legal representative, understands that Beneficiary has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that Beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered items and services furnished by other physicians or practitioners who have not opted out of Medicare.
   6. Beneficiary, or the Beneficiary’s legal representative, understands that this Contract shall not be entered into with the Physician during a time when the Beneficiary requires emergency care services or urgent care services from the Physician.
   7. Beneficiary, or the Beneficiary’s legal representative, understands that Medigap plans (under section 1882 of the Social Security Act) do not, and other supplemental insurance plans may elect not to, make payments for such items and services not paid for by Medicare.
   8. Beneficiary, or the Beneficiary’s legal representative, understands that during the Opt Out Period, a Medicare Advantage plan may not by law make any payments to the Physician for any Medicare items and services furnished to the Beneficiary under this Contract.
   9. Beneficiary, or the Beneficiary’s legal representative, understands that CMS has the right to obtain copies of this Contract upon request.
   10. Beneficiary, or the Beneficiary’s legal representative, acknowledges that a copy of this Contract has been provided to the Beneficiary before items or services have been furnished to the Beneficiary under the terms of this Contract.
   11. The Beneficiary, or the Beneficiary’s legal representative, acknowledges that this Contract contains sufficiently large print to ensure that the Beneficiary, or the Beneficiary’s legal representative, is able to read this contract.
4. **Physician Obligations**.
   1. Physician agrees to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
   2. Physician agrees not to submit any claims under the Medicare program for any items or services, even if such items or services are otherwise covered by Medicare.
   3. Physician agrees not to execute this contract with Beneficiary, or the Beneficiary’s legal representative, at a time when Beneficiary is facing an emergency or urgent healthcare situation.
   4. Physician agrees to provide Beneficiary, or the Beneficiary’s legal representative, with a signed copy of this Contract before items or services are furnished to Beneficiary under the terms of this Contract.
   5. Physician also agrees to retain a copy of this Contract for the duration of the Opt Out Period.
   6. Physician agrees to submit copies of this Contract to the Centers for Medicare and Medicaid Services (CMS) upon the request of CMS.
5. **Medicare Exclusion Status of Physician**. Physician and Beneficiary, or the Beneficiary’s legal representative, acknowledge that Physician is not excluded from Medicare under sections 1128, 1156, 1892 or any other section of the Social Security Act.
6. **Duration of the Contract**. This Contract becomes effective on the later of the Effective Date or the date the last party signs this Contract and will continue in effect until the later of the end of the Opt Out Period or the termination of the private agreement for medical treatment between the Physician and Beneficiary. Notwithstanding the foregoing, both Physician and Beneficiary, or the Beneficiary’s legal representative, agree that the obligation not to pursue Medicare reimbursement for items and services provided under this Contract will survive this Contract.
7. **Successors and Assigns**. The parties agree that this Contract will be fully binding on their heirs, executors, administrators, successors, and assigns. Physician and Beneficiary, or the Beneficiary’s legal representative, intend to be legally bound by signing this Contract.
8. **Sign Every Two Years**. The Physician and Beneficiary, or the Beneficiary’s legal representative, acknowledge that they must enter into a contract with the same terms set forth in this Contract for each two-year Opt Out Period, if Beneficiary is still receiving medical services from Physician under a private agreement.

The parties have signed this Medicare Private Contract effective on the later of the Effective Date first set forth above or the date of the last party to sign this Contract below.

Beneficiary Signature Date Signed

Beneficiary Printed Name

Micol Schulder-Katz, M.D. Date Signed

Endocrine360\_MK, LLC

By:

Micol Schulder-Katz, M.D. Date Signed

Its Member