

**Hung D Tran MD, LLC, Medicare Private Contract**

- I Hung D Tran MD, have not been excluded from Medicare under [1128] §§1128, [1156] 1156 or [1892] 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 Hung D Tran MD.
- I the Medicare beneficiary or my legal representative understand that Medicare limits do not apply to what Hung D Tran MD 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 Hung D Tran MD to submit a claim to Medicare.
- I the Medicare beneficiary or my legal representative understand that Medicare payment will not be made for any items or services furnished by Hung D Tran MD 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 that the 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.
- 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 myself, 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.
- Hung D Tran MD will retain the original contract (original signatures of both parties required) for the duration of the opt-out period. Hung D Tran MD will supply CMS with a copy of this contract upon request.
- **Term and Termination:** This agreement shall become effective on the Patient/Legal Representative signature signed date below and shall continue until Hung D Tran MD should choose to change his status from opted out. Despite the term of the agreement, either party may choose to terminate treatment with reasonable notice to the other party. Notwithstanding this right to terminate treatment, both Physician and Beneficiary or his/her legal representative agree that the obligation not to pursue Medicare reimbursement for items and services provided under this contract shall survive this contract.
- **Successors and Assigns:** The parties agree that this agreement shall be fully binding on their heirs, successors, and assigns. The parties hereto, intending to be legally bound by signing this agreement below, have caused this agreement to be executed on the date written below.

\_\_\_\_\_  
(Name of Patient/Legal Representative)

Hung D Tran MD (NPI 1225010937)  
Name of Provider

\_\_\_\_\_  
(Signature of Patient/Legal Representative)

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

\_\_\_\_\_  
(Provider's Signature)

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