



PRIVATE CONTRACT

STOP!

**If you are a participant in Medicare or considering enrolling in a Medicare Plan while under the care of Dr. Mast...
THIS APPLIES TO YOU!**

Details below, but in summary:

- 1) Dr. Mast has voluntarily opted out of the Medicare Program**
- 2) Medicare cannot be billed for Dr. Mast's services (hospital and facility are billed separately)**
- 3) If I am on a Medicare Plan, I will be personally financially responsible for Dr. Mast's services.**
- 4) I understand that other providers may accept Medicare and be able to provide me the same services as Dr. Mast**

This agreement (the "Private Contract") is entered into by and between Nicholas Mast, M.D. ("Dr. Mast") and the undersigned patient (referred to herein in the first person, "I" or "me"). If I am eligible for Medicare on the date I sign this Private Contract, the Private Contract is effective on the date that I sign on the signature page below and provide the necessary payment (as explained in Section 3 below); if I am not eligible for Medicare on the date I sign this Private Contract, this Private Contract will have no force or effect and will not apply to my care unless and until I become eligible for Medicare while I am under the care of Dr. Mast.

RECITALS

1. Dr. Mast is an orthopedic surgeon specializing in hip surgery and has chosen to opt out of Medicare;
2. I am a potential patient for hip surgery and am either eligible for Medicare or may become eligible before my course of care with Dr. Mast is completed;

3. Because Dr. Mast has chosen to opt out of Medicare, I understand that neither Dr. Mast nor I may bill Medicare for his professional services;
4. I understand that, if I become eligible for Medicare while under a course of care from Dr. Mast, at that time, the provisions of this Private Contract will apply to me automatically for any care provided without any further act required on my part or on Dr. Mast's part. Until such time as I am eligible for Medicare, the provisions of this Private Contract will not apply to me or to my care. I further understand that all of the provisions in this Private Contract below ("Agreements") assume that I am eligible for Medicare, but do not apply until such time as I am eligible. I always retain the ability to withdraw at any time from receiving further care from Dr. Mast.
5. Once I am eligible for Medicare, I understand that I will be financially responsible personally for all of the services Dr. Mast will provide to me;

Understanding the above, I and Dr. Mast enter into the following agreements:

AGREEMENTS

1. Dr. Mast has chosen to opt out of Medicare. This means that he will not bill Medicare for the services provided to me.
2. Dr. Mast has not been excluded from Medicare under sections 1128, 1156, 1892, or any other section of the Social Security Act. Dr. Mast's decision to opt out of Medicare is made by him voluntarily and not because Medicare or any other government agency or any court has excluded him from Medicare.
3. I accept full responsibility for payment of all of the services provided by Dr. Mast to me. Dr. Mast will charge me according to his usual charge schedule for the services I will receive, and I agree to pay his usual charges for so long as I choose to continue as a patient of Dr. Mast. Dr. Mast maintains a full listing of his current charges by service on his Website, which I can access by going to <https://www.sfhips.com/orthopaedic-financing-san-francisco/>. I understand that these charges are adjusted from time to time. Exhibit "A" to this agreement provides a listing of professional services and charges which are commonly associated with a total hip surgery, but I understand that Exhibit "A" is intended as an example only the charges I may be expected to pay.

The actual charges I will be required to pay will depend on the professional services which are performed on me, and those vary from patient to patient. Dr. Mast's charges will all be collected from me in advance of the services rendered and charging a credit card is an acceptable form of payment.

I understand that I have the right to receive a Good Faith Estimate for the reasonably expected cost of my health care items or services upon my request or upon my scheduling of such items or services. I understand that any Good Faith Estimate I receive is based on information known at the time it was created and may not include unknown or unexpected costs that may arise during my treatment. I understand that any Good Faith Estimate I may receive from Dr. Mast is not a contract and does not require me to obtain the items or services in the Good Faith Estimate from Dr. Mast.

Please review Exhibit "A" carefully. If you have any questions, please ask Dr. Mast or his staff before you sign this Agreement.

4. I understand that Medicare has limits on what it will pay to a physician who provides medical and surgical services, and I further understand that Medicare limits do not apply to the amount Dr. Mast will be charging me for the services he will render to me.
5. I understand, and I agree that I will not submit a claim to Medicare, nor will I ask Dr. Mast, or his office, to submit a claim to Medicare on my behalf.
6. I understand that Medicare payment will not be made for any items or services furnished by Dr. Mast that otherwise would have been covered by Medicare if there were not this Private Contract and a proper claim had been submitted.
7. I further understand that I am entering into this Private Contract with the knowledge that I have the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that I am not in any way being required or compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted out.
8. I further understand that, by law, the opt out period, which determines the length of time in which Dr. Mast will not be able to bill or accept payment from Medicare, is a two-year period which begins on July 1, 2022 and will end on June 30, 2024 unless he decides to extend it.

9. I further understand that Medigap plans will not, and other supplemental Medicare plans may not, make payments to me or to Dr. Mast for any services he may provide to me, and I understand that I will be fully responsible for payment of his charges to me for the services rendered.
10. I acknowledge that I am entering into this Agreement at a time when I am not seeking emergency care for the services I am asking Dr. Mast to provide to me.
11. Dr. Mast will provide me with a photocopy of this Private Contract when it is fully executed (signed).
12. I have read this Private Contract. I understand its terms, and, understanding and fully agreeing to its terms, I am signing below.

Full Name

Date



EXHIBIT “A”

Example of Possible Payments for a Total Hip Operation

In this example, the patient is initially evaluated, and a decision is made first to try a nonsurgical approach which involves two clinic visits after the initial consultation; however, the non-surgical approach does not ultimately result in a satisfactory result, so the patient then undergoes a total hip operation. In this example, the patient never had experienced prior surgery on the hip before undergoing the total hip replacement surgery. Patients who have had prior surgery of any type incur different charges. The charges for this patient, according to Dr. Mast’s usual charges in effect in May of 2022, would look something like the following (Those charges will change from time to time, and patients desiring current charges should consult with Dr. Mast’s Website at <https://www.sfhips.com/orthopaedic-financing-san-francisco/>):

Initial consultation: \$325. All patients undergo an initial consultation to determine whether a total hip operation, some other procedure, or another method of therapy should be undertaken.

Two follow up clinic visits where nonsurgical approaches are utilized: \$150 per visit for a total of \$300.

The performance of a primary total hip arthroplasty (a total hip replacement) on one hip: \$6000 to \$7000, depending on complexity and other variable factors. Included in the surgical fee is the postoperative care and visits for 90 days (the global period)

Total charges for this patient: \$6,625 to \$7,625.