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PRIVATE CONTRACT

This agreement is entered into by and between _____ at Mental Health Partners, P.A (hereinafter called "Physician"), whose principal medical office is located at 8201 Mission Road, Suite 261, Prairie Village, Kansas 66208 and _____ (a beneficiary enrolled in Tricare Insurance hereinafter called "Beneficiary"), who resides at _____

A. Background

As of 4-1-2013 Tricare entered an agreement with UBH/Optum Health, which says that doctors who are opted out of Medicare cannot see Tricare patients. Because of this, Tricare patients can continue to see their psychiatrist in this office, but it will have to be on a cash basis only. We will not bill your insurance and you cannot bill them either.

The purpose of this contract is to permit the Beneficiary and the Physician to adjust to this change and it sets forth the rights and obligations of each. Furthermore, this agreement is limited to the financial agreement between Physician and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

B Obligations of Physician

- 1, Physician agrees to provide such treatment as may be mutually agreed upon by the parties and at mutually agreed upon fees.
2. Physician agrees not to submit any claims under the Tricare/UBH/Optum Health program for any items or services even if such items or services are otherwise covered by Tricare/UBH/Optum Health.
3. Physician acknowledges that (s)he will not execute this contract at a time when the Beneficiary is facing an emergency or urgent healthcare situation.
4. Physician agrees to provide the beneficiary or his/her legal representative with a copy of this document before items or services are furnished to the beneficiary under its terms.
5. Physician agrees to provide copies of this contract to Tricare/UBH/Optum Health upon their request.

C. Obligations of Beneficiary

1. Beneficiary or his/her legal representative agrees to be fully responsible for payment of all items or services furnished by Physician and understands that no reimbursement will be provided under the Tricare/UBH/Optum Health program for such items or services.
2. Beneficiary or his/her legal representative acknowledges and understands that no limits under the Tricare/UBH/Optum Health program (including the limits under section 1848 (g) of the Social Security Act) apply to amounts that may be charged by Physician for such items or services.
3. Beneficiary or his/her legal representative agrees not to submit a claim to Tricare/UBH/Optum Health and further agrees not to ask Physician to submit a claim to Tricare/UBH/Optum Health.
4. Beneficiary or his/her legal representative understands that Tricare/UBH/Optum Health payment will not be made for any items or services furnished by Physician that would have otherwise been covered by Tricare/UBH/Optum Health if there were no private contract and a proper Tricare/UBH/Optum Health claim had been submitted.
5. Beneficiary or his/her legal representative enters into this contract with the knowledge and understanding that he/she has the right to obtain Tricare/UBH/Optum Health covered items and services from physicians and practitioners who have not opted out of Medicare (and are therefore allowed to participate in Tricare/UBH/Optum Health), and that the Beneficiary is not compelled to enter into private contracts that apply to other Tricare/UBH/Optum Health services furnished by other physicians or practitioners who have not opted out of Medicare (and are therefore allowed to participate in Tricare/UBH/Optum Health).
6. Beneficiary or his/her legal representative understands that supplemental insurance plans may elect not to make payments for such items and services not paid for by Tricare/UBH/Optum Health. Beneficiary or his/her legal representative agrees not to submit claims for services from Physician to such supplemental, or "secondary" insurance companies because it may create administrative complications.
7. Beneficiary or his/her legal representative acknowledges that Tricare/UBH/Optum Health has the right to obtain copies of this contract upon request.

D. Physician's Status

Beneficiary or his/her legal representative further acknowledges his/her understanding that Physician has not been excluded from participation under the Tricare/UBH/Optum Health program under section 1128, 1156, 1892 or any other section of the Social security Act.

E. Term and Termination

This agreement shall become effective on 4-1-2013 and shall continue in effect until further notice, though there may be periodic cost-of-living fee increases. 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 reimbursement for items and services provided under this contract shall survive this contract.

Fees For Services shall be the following:

SERVICES (As of 1-1-13)	REGULAR	DISCOUNT *
New Evaluation (9-1-12)	\$ 300.00	\$ 180.00
Individual Psychotherapy (40 min)	\$ 200.00	\$ 120.00
Med. Man./Psychotherapy (25 min)	\$ 160.00	\$ 96.00
Med. Management only (15 min)	\$ 80.00	\$ 48.00
Telephone Appt./Admin. Tasks: up to 5 minutes	No Charge	No Charge
6-10 minutes	\$ 40.00	\$ 40.00
11-15 minutes	\$ 60.00	\$ 60.00
16-20 minutes	\$ 80.00	\$ 80.00
Letters (per page)	\$ 40.00	\$ 40.00

*Requires maintenance of zero balance and full payment at time of service.

** Applies to those on Social Security Disability only. Also requires maintenance of zero balance and full payment at time of service.

F. 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 Physician

Signature of Physician

Date of Signature

_____ Date of Birth _____
Name of Beneficiary (printed) or his/her Legal Representative

Signature of Beneficiary or his/her Legal Representative

Date of Signature