

Federal Funding Exclusion Agreement

"This agreement is between Sean Orr, M.D. ("Physician"), whose principal place of business is 140 Lakes Blvd. Suite G-1, Kingsland, GA 31548, and patient _____ ("Patient"), who resides at _____ and is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997, or is a beneficiary of any other Federally funded health insurance program. Physician has informed Patient that Physician is ineligible to bill all Federally funded programs, include the Medicare program, effective August, 2013.

Physician agrees to provide the following medical services to Patient (the "Services): Evaluative consultation, office visits, house calls, telemedicine consultations, neurologic diagnostic services (EMG/NCV, VER, BAER, SSEP, Cognitive Testing), bioethics consultation, canalith repositioning maneuver (CRP), and injection therapy.

In exchange for the Services, the Patient agrees to make payments to Physician pursuant to the physician fee schedule (posted at www.AxioNeuro.com and available by request by phone or in person in the office). Patient also agrees, understands and expressly acknowledges the following by way of initials:

- _____ 1. Patient agrees not to submit a claim (or request that Physician submit a claim) to the Medicare program with respect to the Services, even if covered by Medicare part B.
- _____ 2. Patient is not currently in an emergency or urgent health care situation.
- _____ 3. Patient acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to charges for the Services.
- _____ 4. Patient acknowledges that Medi-Gap plans will not provide payment or reimbursement for the Services because payment is not made under the Medicare program, and other supplemental insurance plans may likewise deny reimbursement
- _____ 5. Patient acknowledges that he/she has a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from physicians and practitioners who have not opted-out of Medicare, and that the patient is 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.
- _____ 6. Patient agrees to be responsible, whether through insurance or otherwise, to make payment in full for the Services, and acknowledges that Physician will not submit a Medicare claim for the Services and that no Medicare reimbursement will be provided.

- _____ 7. Patient understands that Medicare payment will not be made for any items or services furnished by the Physician that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.
- _____ 8. Patient acknowledges that a copy of this contract has been made available to him/her.
- _____ 9. Patient agrees to reimburse Physician for any costs and reasonable attorney's fees that result from violation of this Agreement by Patient or his/her beneficiaries.

Executed on _____(Date)

by _____
Patient Name

Patient Signature

Physician Name

Physician Signature

