PRIVATE CONTRACT FOR MEDICARE PATIENTS

This Private Contract ("Agreement") is entered into and effective on _____, 20_____ ("Effective Date") by and between Stephen Engstrom, M.D. ("Dr. Engstrom"), with an office at WilCo Arthritis Institute, 1624 Westgate Circle, Suite 125, Brentwood, Tennessee 37027, and the individual signing below ("Patient").

1. Background. Dr. Engstrom is an orthopedic surgeon specializing in hip and knee replacement surgery and has chosen to opt out of Medicare. Patient is a patient or potential patient of Dr. Engstrom and is enrolled in Medicare. Because Dr. Engstrom has opted out of Medicare, neither Dr. Engstrom nor Patient may bill Medicare for his professional services. Patient may withdraw from receiving further care from Dr. Engstrom at any time.

2. Opt-Out Status. Dr. Engstrom has not been excluded from Medicare under sections 1128, 1156, 1892, or any other section of the Social Security Act. Dr. Engstrom'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. Opt-Out Period. Dr. Engstrom's current opt-out period, during which he will not be able to bill or accept payment from Medicare, began on October 1, 2026, and is expected to end on September 30, 2028.

4. Fees and Payment. Patient accepts full responsibility for payment of all services provided by Dr. Engstrom. Dr. Engstrom will charge Patient according to his usual charge schedule for the services Patient receives, and Patient agrees to pay his usual charges for so long as Patient chooses to continue as a patient of Dr. Engstrom. Dr. Engstrom maintains a full listing of his current charges by service, which will be provided upon request. These charges are adjusted from time to time. Exhibit A lists professional services and charges commonly associated with a total joint replacement surgery, as an example only. The actual charges Patient will be required to pay will depend on the professional services performed, which vary from patient to patient. Dr. Engstrom's charges will be collected in advance of the services rendered, and a credit card is an acceptable form of payment. Patient should review Exhibit A carefully and ask Dr. Engstrom or his staff any questions before signing this Agreement.

5. Good Faith Estimate. Patient has the right to receive a Good Faith Estimate of the reasonably expected cost of Patient's health care items or services upon request or upon scheduling those items or services. Any Good Faith Estimate is based on information known at the time it was created and may not include unknown or unexpected costs that arise during treatment. A Good Faith Estimate is not a contract and does not require Patient to obtain the items or services from Dr. Engstrom.

6. Medicare Acknowledgments. Patient understands and agrees that: (a) Medicare has limits on what it will pay a physician for medical and surgical services, and those limits do not apply to the amounts Dr. Engstrom will charge Patient; (b) Patient will not submit a claim to Medicare, and will not ask Dr. Engstrom or his office to submit a claim to Medicare on Patient's behalf; (c) Medicare payment will not be made for any items or services furnished by Dr. Engstrom that otherwise would have been covered by Medicare if there were no private contract and a proper claim had been submitted; (d) Patient has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and Patient is not 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; (e) Medigap plans will not, and other supplemental Medicare plans may not, make payments to Patient or to Dr. Engstrom for any services he provides to Patient, and Patient will be fully responsible for payment of his charges; and (f) Patient is entering into this Agreement at a time when Patient is not seeking emergency or urgent care.

7. Copy of Agreement. Dr. Engstrom will provide Patient with a copy of this Agreement before any services are furnished under it.

8. Acknowledgment. Patient has read this Agreement, understands its terms, and, understanding and fully agreeing to its terms, is signing below.

PATIENT:

Signature: _____

Printed Name: _____

Date: _____

STEPHEN ENGSTROM, M.D.:

Signature: _____

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 involving two clinic visits after the initial consultation. The nonsurgical approach does not produce a satisfactory result, so the patient then undergoes a total hip operation. The patient had no prior surgery on the hip. Patients who have had prior surgery of any type incur different charges. Based on Dr. Engstrom's usual charges in effect in October 2026, the charges for this patient would look something like the following. These charges change from time to time, and patients wanting current charges should consult Dr. Engstrom's office.

Service:	**Charge**:
Initial consultation (all patients undergo an initial consultation to determine whether a total hip operation, another procedure, or another method of therapy should be undertaken)	$300
Two follow-up clinic visits using nonsurgical approaches ($150 per visit)	$300
Primary total hip arthroplasty (total hip replacement) on one hip, depending on complexity and other variable factors (includes postoperative care and visits for 90 days, the global period)	$7,500 to $10,000
Total Charges for this Patient:	**$8,100 to $10,600**

EXHIBIT B

Example of Possible Payments for a Knee Operation

In this example, the patient is initially evaluated, and a decision is made first to try a nonsurgical approach involving two clinic visits after the initial consultation. The nonsurgical approach does not produce a satisfactory result, so the patient then undergoes a total knee operation. The patient had no prior surgery on the knee. Patients who have had prior surgery of any type may incur different charges. Based on Dr. Engstrom's usual charges in effect in October 2026, the charges for this patient would look something like the following. These charges change from time to time, and patients wanting current charges should consult Dr. Engstrom's office.

Service:	**Charge**:
Initial consultation (all patients undergo an initial consultation to determine whether a total hip operation, another procedure, or another method of therapy should be undertaken)	$300
Two follow-up clinic visits using nonsurgical approaches ($150 per visit)	$300
Primary total hip arthroplasty (total hip replacement) on one hip, depending on complexity and other variable factors (includes postoperative care and visits for 90 days, the global period)	$7,500 to $10,000
Total Charges for this Patient:	**$8,100 to $10,600**