Notice of Medicare opt out

Status and private fee schedule | Effective January 1, 2027

Dear Medicare Patient:

This letter serves as notification that I have elected to opt out of the Medicare payment program for my professional physician services, effective January 1, 2027.

I remain available to provide orthopedic care to Medicare beneficiaries. However, after my opt-out becomes effective, I will not submit claims to Medicare for professional services that I provide to you under a Medicare private contract, and Medicare will not reimburse you or me for those services. You will be personally responsible for payment of my professional fees in accordance with the fee schedule described below.

Why I am making this decision

Since 1990, Medicare reimbursement for joint replacement surgery has declined significantly (70% since 1990) while the cost of providing quality orthopedic care has continued to rise. The Centers for Medicare & Medicaid Services (CMS) has proposed a further 20% reduction in reimbursement for joint replacement procedures. Given these ongoing cuts, it has become unfeasible for me to continue offering high-quality joint replacement and other orthopedic surgical services to my patients under the current Medicare fee structure.

I have performed over 5,000 joint replacements with many years of experience and have many patients who have returned to active recreational activities, including skiing, tennis, pickleball, mountain biking and other activities they enjoy.

What opting out means

Beginning January 1, 2027, my Medicare opt-out means I can no longer bill Medicare for your care under a Medicare private contract. Instead, my office will bill you directly according to the fee schedule below. Before providing planned care to you as a Medicare beneficiary under this arrangement, federal law requires that we sign a private contract together, in which you agree to accept full financial responsibility for my professional fees and acknowledge that Medicare will not reimburse you for these services.

You may instead choose a physician or practitioner who has not opted out of Medicare. You are not required to sign a private contract with me.

Rodney DeKleuver, Dr. Stein's physician assistant, will still be able to bill Medicare for services if he sees you in his clinic without Dr. Stein, for nonoperative care, as he remains a contracted Medicare provider. Please let our staff know if you prefer to see him instead of Dr. Stein.

Please review the fee schedule on the next page, the coverage information that follows, and the Medicare private contract at the end of this packet.

Proposed fee schedule

Gary Alan Stein, M.D. | Effective January 1, 2027 | Version September 22, 2026

Service	Fee
Joint Replacement Surgery (hip or knee) Fee	$3,750
Rotator Cuff Repair Surgery Fee	$2,000
Knee Arthroscopy Fee	$1,500
New Patient Office Visit Fee	$200
X-rays For Each Body Part	$75
Follow-Up Visit (after 90-day global period)	$150 per Visit

The surgical fee includes the first 90 days of postoperative follow-up care, except for x-ray studies, which are billed separately according to the fee schedule above.

Office visits

Service	Fee
Standard Initial Visit, 1 body part	$200
Complex Initial Visit, more than 1 body part	$250
Standard Follow-Up 1 Body Part	$150
Complex Follow-Up More Than 1 Body Part	$200
Follow-Up Visit (after 90-day global period) for surgeries	$150 per Visit

Injections

Service	Fee
Steroid (Cortisone)	$100 per Body Part
Hyaluronic Acid (Visco3)	$200 per Injection

Payment terms

Payment is due at the time of service. Payment for surgery is due at the time of the preoperative appointment.

Payment by credit card, personal check or cash is accepted. If my office has to bill you, there will be an added 10% fee.

Coverage and your care

Medicare opt out effective January 1, 2027

Hospital surgery center imaging and physical therapy services

My Medicare opt-out applies only to my professional services. It does not apply to hospitals, ambulatory surgery centers, radiology facilities or physical therapy providers, who will continue to bill Medicare for services on your behalf.

I can continue to provide all Medicare-covered services.

Your financial responsibility

By entering into the Medicare private contract, you acknowledge that Medicare will not reimburse you or me for my professional services furnished under the contract and that you will be responsible for payment of my professional fees.

Please understand that Medigap does not reimburse these privately contracted professional fees. Other supplemental insurance may also decline payment.

You should contact your insurance plan directly if you have questions about whether any portion of these expenses may be covered.

Medicare Advantage generally does not cover these privately contracted physician services. Please contact my office and your plan before scheduling.

Emergency and urgent-care services are subject to special Medicare rules. The Medicare private contract included in this packet explains how those rules apply.

A difficult decision

A message from Gary Alan Stein, M.D.

I recognize that this change may create an additional financial burden for some of my patients, and I sincerely regret that this has become necessary.

My goal in making this decision is to continue providing high-quality orthopedic care, including complex and highly specialized joint-replacement and other surgical services, to my patients in a sustainable private-practice setting.

I value the trust you have placed in me and my practice, and I hope that this arrangement will allow me to continue caring for you for many years to come.

Please review the Medicare private contract included in this packet carefully. Your signature on the private contract indicates that you understand and agree to its terms, including your responsibility for payment of my professional fees.

If you have questions about Medicare coverage, I encourage you to contact Medicare or your Medicare insurance plan directly. Questions regarding my professional fees may be directed to my office at (707) 546-1922.

Sincerely,

Gary Alan Stein, M.D.

Orthopedic Surgeon
Santa Rosa Orthopaedics

Medicare private contract

Gary Alan Stein, M.D. | Santa Rosa Orthopaedics | (707) 546-1922

This agreement is between Gary Alan Stein, M.D. (Dr. Stein), and the Medicare beneficiary named below. It applies to items and services Dr. Stein furnishes under this agreement during his current Medicare opt-out period.

Patient full name _____

Date of birth _____ Dr. Stein's NPI #1952344525

Expected opt-out period: January 1, 2027, through December 31, 2037.

PRACTICE MUST VERIFY DATES AND COMPLETE EXCLUSION STATUS BEFORE USE.

Physician status

Dr. Stein has elected to opt out of Medicare. His exclusion status under sections 1128, 1156, 1892, or any other section of the Social Security Act is that I have not been excluded from providing medical services under Social Security Act Medicare (including sections 1128, 1156, 1892, CFR § 405, subpart D). I, Gary Alan Stein, have chosen to separate myself ("opt out") from Medicare. My current opt-out started January 1, 2027, and ends December 31, 2037. Because I opted out, Medicare requires I have you sign a private-pay medical services contract before I treat you.

Payment responsibility and Medicare limits

I accept full responsibility for payment of Dr. Stein's charges for all items and services he furnishes under this agreement. I understand that Medicare limits do not apply to what Dr. Stein may charge for those items and services.

Medicare payment and claims

I agree not to submit a claim to Medicare, or to ask Dr. Stein to submit a claim to Medicare, for items or services furnished under this agreement. Dr. Stein will not submit, or permit anyone acting on his behalf to submit, those claims to Medicare.

I understand that Medicare will not pay for any items or services Dr. Stein furnishes under this agreement, even if Medicare would otherwise have covered them in the absence of this agreement and with a properly submitted Medicare claim.

My right to choose other providers

I understand that I may obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare. I am not required to sign this agreement. Signing it does not require me to enter into private contracts for Medicare-covered services furnished by other physicians or practitioners who have not opted out.

Medigap and other supplemental coverage

I understand that Medigap plans do not pay for items and services not paid for by Medicare, and that other supplemental plans may choose not to pay for them.

Medicare private contract continued

Patient full name _____

Emergency and urgent care

This agreement must not be signed while I require emergency or urgent care. If I later need emergency or urgent care from Dr. Stein after entering into this agreement and before the end of this opt-out period, those services are furnished under this agreement as provided in 42 CFR 405.440(c). If no private contract was in place before the emergency or urgent condition arose, the special Medicare rules in 42 CFR 405.440 apply.

Patient acknowledgment of fee schedule

I acknowledge that I have received and reviewed the notice and proposed professional fee schedule, effective January 1, 2027, version September 22, 2026. I understand that Medicare will not reimburse me or Dr. Stein for professional services furnished to me under this Medicare private contract. I understand that I am responsible for payment of his professional fees as described in the fee schedule and this contract.

Separately billed services from other providers are outside this agreement and remain subject to their own coverage and billing rules.

Copies and duration

Dr. Stein will give me or my legal representative a copy of this signed agreement before providing any items or services under it. Dr. Stein will retain the agreement with both original signatures for the duration of the current two-year opt-out period and make it available to the Centers for Medicare & Medicaid Services upon request. A new private contract is required for each new two-year opt-out period.

Agreement and signatures

I have read and understand this entire two-page agreement, have had an opportunity to ask questions, and voluntarily agree to its terms. I am not signing while I require emergency or urgent care. If I am signing as the patient's legal representative, I confirm that I am authorized to act for the patient.

Sign below as the patient OR the patient's legal representative. Dr. Stein must also sign.

Patient or legal representative signature _____

Printed name _____ Date _____

If representative, relationship and authority _____

_____

Gary Alan Stein, M.D. Signature _____

Date _____

Office record: Signed copy provided to patient or representative on _____