

## Medicare Opt Out Agreement

This agreement (“Agreement”) is entered into by and between Weatherly Direct Primary Care LLC, a Rhode Island professional corporation, owned and operated by Sarah McGinley (the “APRN”), whose principal medical office is located at 24 Salt Pond Rd, Wakefield RI 02879, and

\_\_\_\_\_, a beneficiary enrolled in Medicare Part B (“Beneficiary”),  
who resides at \_\_\_\_\_.

### Introduction

The Balanced Budget Act of 1997 allows APRN to “opt out” of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to opt out, APRNs are required to file an affidavit with each Medicare carrier that has jurisdiction over claims that they have filed (or that would have jurisdiction over claims had the APRNs not opted out of Medicare). In essence, the APRN must agree not to submit any Medicare claims nor receive any payment from Medicare for items or services provided to any Medicare beneficiary for two years. This Agreement between Beneficiary and APRN is intended to be the contract APRNs are required to have with Medicare beneficiaries when APRNs opt-out of Medicare. This Agreement is limited to the financial agreement between APRN and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

### APRN Responsibilities

- (1) APRN agrees to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
- (2) APRN agrees not to submit any claims under the Medicare program for any items or services, even if such items or services are otherwise covered by Medicare.
- (3) APRN agrees not to execute this contract at a time when Beneficiary is facing an emergency or urgent healthcare situation.
- (4) APRN agrees to provide Beneficiary with a signed copy of this document before items or services are furnished to Beneficiary under its terms. APRN also agrees to retain a copy of this document for the duration of the opt-out period.
- (5) APRN agrees to submit copies of this contract to the Centers for Medicare and Medicaid Services (CMS) upon the request of CMS.

### Beneficiary Responsibilities

- (1) Beneficiary agrees to pay for all items or services furnished by APRN and understands that no reimbursement will be provided under the Medicare program for such items or services.

- (2) Beneficiary understands that no limits under the Medicare program apply to amounts that may be charged by APRN for such items or services.
- (3) Beneficiary agrees not to submit a claim to Medicare and not to ask APRN to submit a claim to Medicare.
- (4) Beneficiary understands that Medicare payment will not be made for any items or services furnished by APRN that otherwise would have been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.
- (5) Beneficiary understands that Beneficiary has the right to obtain Medicare-covered items and services from APRNs and practitioners who have not opted out of Medicare, and that Beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered items and services furnished by other APRNs or practitioners who have not opted out of Medicare.
- (6) Beneficiary understands that Medigap plans (under section 1882 of the Social Security Act) do not, and other supplemental insurance plans may elect not to, make payments for such items and services not paid for by Medicare.
- (7) Beneficiary understands that CMS has the right to obtain copies of this contract upon request.

Medicare Exclusion Status of APRN

Beneficiary understands that APRN has not been excluded from participation under the Medicare program under section 1128, 1156, 1892, or any other sections of the Social Security Act.

Duration of the Contract

This contract becomes effective on \_\_\_\_\_, 20\_\_\_\_, and will continue in effect for one calendar year. Either party may terminate treatment with reasonable notice to the other party. Notwithstanding this right to terminate treatment, both APRN and Beneficiary agree that the obligation not to pursue Medicare reimbursement for items and services provided under this contract will survive this contract.

Successors and Assigns

The parties agree that this agreement will be fully binding on their heirs, successors, and assigns. APRN and Beneficiary intend to be legally bound by signing this agreement on the date set forth below.

\_\_\_\_\_  
Weatherly Direct Primary Care LLC

By \_\_\_\_\_

\_\_\_\_\_, 20\_\_  
*Date Signed by APRN and Professional Corporation*

\_\_\_\_\_  
Name of Beneficiary (printed)

\_\_\_\_\_  
Signature of Beneficiary

\_\_\_\_\_  
Date Signed