

## MEDICARE OPT OUT AND WAIVER AGREEMENT

This agreement (Agreement) is entered into by and between DOMINION PRIMARY CARE, PLLC, a Texas Professional Limited Liability Company, Dr. Chrissy Navejar (Physician), whose principal address is 23535 W IH 10, Suite 2205, San Antonio, Texas 78257 and \_\_\_\_\_, a beneficiary enrolled in Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997 (Beneficiary), who resides at \_\_\_\_\_, \_\_\_\_\_, Texas \_\_\_\_\_. The Physician has informed Patient that Physician has opted out of the Medicare program and is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.

### Introduction

The Balanced Budget Act of 1997 allows physicians to “opt out” of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to opt out, physicians 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 physicians not opted out of Medicare). In essence, the physician 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 Physician is intended to be the contract physicians are required to have with Medicare beneficiaries when physicians opt-out of Medicare. 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.

### Physician Responsibilities

- (1) Physician agrees to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
- (2) Physician 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) Physician agrees not to execute this contract at a time when Beneficiary is facing an emergency or urgent healthcare situation.
- (4) Physician agrees to provide Beneficiary with a signed copy of this document before items or services are furnished to Beneficiary under its terms. Physician also agrees to retain a copy of this document for the duration of the opt-out period.
- (5) Physician 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 Physician 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 Physician for such items or services.
- (3) Beneficiary agrees that s/he is not currently in an emergency or urgent health care situation.
- (4) Beneficiary agrees not to submit a claim to Medicare and not to ask Physician to submit a claim to Medicare.
- (5) Beneficiary understands that Medicare payment will not be made for any items or services furnished by Physician that otherwise would have been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.
- (6) Beneficiary understands that Beneficiary has the right to obtain Medicare-covered items and services from physicians 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 physicians or practitioners who have not opted out of Medicare.
- (7) 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.
- (8) Beneficiary understands that CMS has the right to obtain copies of this contract upon request.
- (9) Beneficiary acknowledges that a copy of this contract has been made available to him/her.

## **Medicare Exclusion Status of Physician**

Beneficiary understands that Physician 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 until \_\_\_\_\_, 20\_\_\_\_. Either party may terminate treatment with reasonable notice to the other party, as provided in the agreement. Notwithstanding this right to terminate

treatment, both Physician 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.

Physician and Beneficiary intend to be legally bound by signing this agreement on the date set forth below.

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

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

\_\_\_\_\_  
Date

DOMINION PRIMARY CARE, PLLC

By: \_\_\_\_\_  
Chrissy Navejar, DO

Date Signed by Physician and PLLC:

\_\_\_\_\_, 20\_\_.