755 S. Milwaukee Ave., #175

Libertyville, IL 60048

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Medical

**Medicare Opt Out Agreement**

This agreement (“Agreement”) is entered into by and between Persona Medical Corporation (hereinafter referred to as "Persona"), on behalf of the undersigned Physician(s) and, if applicable, the undersigned Physician Entity and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a beneficiary enrolled in Medicare Part B (“Beneficiary”).

WHEREAS, 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.

WHEREAS, Persona has created a patient concierge health care network, under the name Persona Medical Network. Contracted Physician(s) and, if applicable, contracted Physician Entity participate in the Persona Medical Network in order to provide discounted health care benefits to those individuals who are a Medicare beneficiaries of a Persona's concierge discount program.

WHEREAS, If the undersigned provider is in practice as an unincorporated solo practice with no other physicians as employees, this Agreement shall apply to Physician ("Physician"). If the undersigned Physician is in practice with a group of physicians in any form (a "Physician Entity''), this Agreement shall apply to (and be signed by) Physician Entity and the physician(s) working for Physician Entity who are participating in the Persona Medical Network. All physicians signing this Agreement shall be referred to collectively as "Physician" in this Agreement.

WHEREAS, This Agreement between Beneficiary and Persona, on behalf of Physician is intended to be the contract physicians are required to have with Medicare beneficiaries when physicians opt-out of Medicare.

WHEREAS, 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.

NOW THEREFORE, in conjunction with and in consideration of the mutual covenants set forth in this Agreement, Persona, Physician, and Beneficiary agree as follows:

1. **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.
2. **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 not to submit a claim to Medicare and not to ask Physician to submit a claim to Medicare.
	4. 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.
	5. 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.
	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.
3. **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.

1. **Duration of the Contract**

This contract becomes effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2016, and will continue in effect until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017. Either party may terminate treatment with reasonable notice to the other party. 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.

1. **Successors and Assigns**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Physician)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed

Persona Medical Corporation

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Beneficiary (printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Beneficiary

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed