

First Coast Integrative Medicine
135 Professional Drive, Ste 105
Ponte Vedra Beach, FL 32250
(904) 543-3510
EIN: 83-2059711
NPI: 1609968163 (Megan Weigel, DNP)

Appendix 2

Medicare Opt Out Agreement

This agreement (“**Agreement**”) is entered into by and between **Megan Weigel, DNP, LLC/dba First Coast Integrative Medicine (FCIM)**, whose principal medical office is located at 135 Professional Drive, Ponte Vedra Beach, FL, 32082, and

_____, a beneficiary enrolled in Medicare Part B (“Beneficiary”), who resides at _____, _____, Florida/Hawaii _____.

Introduction

The Balanced Budget Act of 1997 allows providers, including nurse practitioners like Megan Weigel, DNP, ARNP (the “Nurse Practitioner”), to “opt out” of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to opt out, providers 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 provider 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 FCIM is intended to be the contract providers are required to have with Medicare beneficiaries when providers opt-out of Medicare. This Agreement is limited to the financial agreement between FCIM and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

Nurse Practitioner Responsibilities

- (1) FCIM agrees to make Nurse Practitioner available to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
- (2) FCIM agrees not to submit any claims under the Medicare program for any items or services rendered by Nurse Practitioner, and to make sure Nurse Practitioner does not file claims, even if such items or services are otherwise covered by Medicare.
- (3) FCIM agrees not to execute this contract at a time when Beneficiary is facing an emergency or urgent healthcare situation.

- (4) FCIM agrees to provide Beneficiary with a signed copy of this document before items or services are furnished to Beneficiary under its terms. FCIM also agrees to retain a copy of this document for the duration of the opt-out period.
- (5) FCIM 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 FCIM by its Nurse Practitioner 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 FCIM for such items or services.
- (3) Beneficiary agrees not to submit a claim to Medicare for FCIM's services and not to ask FCIM to submit a claim to Medicare.
- (4) Beneficiary understands that Medicare payment will not be made for any items or services furnished by FCIM 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 providers 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 providers 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 Nurse Practitioner

Beneficiary understands that Nurse Practitioner 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 _____, and will continue in effect until _____. Either party may terminate treatment with reasonable notice to the other party. Notwithstanding this right to terminate treatment, both FCIM 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.

First Coast Integrative Medicine

By _____
Megan Weigel, DNP, ARNP-c, APHN-c, MSCN

_____, 2019
Date Signed by Professional Corporation

Nurse Practitioner, as an employee of FCIM, acknowledges her obligations herein:

Megan Weigel, DNP, ARNP-c, APHN-c, MSCN

Name of Beneficiary (printed)

Signature of Beneficiary

Date Signed