



MyMD Direct, PLLC
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Appendix 2

MEDICARE OPT-OUT AGREEMENT

MyMD Direct, PLLC

This Medicare Opt-Out Agreement (the "**Agreement**") is by and among **MyMD Direct, PLLC**, a North Carolina professional limited liability company, located at 6404 Carmel Road, Suite 202, Charlotte, NC 28226 ("**MyMD Direct**"), David Bruce Mabry, M.D. (the Physician engaged by MyMD Direct as a physician specializing in internal medicine) ("**Physician**") and _____, a beneficiary enrolled in Medicare Part B ("**Beneficiary**").

Introduction

The Balanced Budget Act of 1997 allows physicians to "opt out" of Medicare and enter into private contracts with Beneficiaries 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 and between Beneficiary and MyMD Direct is intended to be the contract physicians are required to have with Medicare beneficiaries when physicians and medical practices opt-out of Medicare. This Agreement is limited to the financial agreement between MyMD Direct and Beneficiary as set forth in the New Beneficiary Agreement and is not intended to obligate either party to a specific course or duration of treatment.

Physician Responsibilities and MyMD Direct Responsibilities

- Physician and MyMD Direct agree to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
- Physician and MyMD Direct agree 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.
- Physician and MyMD Direct agree to not execute this Agreement at a time when

Beneficiary is facing an emergency or urgent healthcare situation.

- Physician and MyMD Direct agree 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.
- Physician and MyMD Direct agree to submit copies of this contract to the Centers for Medicare and Medicaid Services (“**CMS**”) upon the request of CMS.

Beneficiary Responsibilities

- Beneficiary agrees to pay for all items or services furnished by Physician and MyMD Direct and understands that no reimbursement will be provided under the Medicare program for such items or services.
- Beneficiary understands that no limits under the Medicare program apply to amounts that may be charged by Physician and MyMD Direct for such items or services.
- Beneficiary agrees not to submit a claim to Medicare and not to ask Physician or MyMD Direct to submit a claim to Medicare.
- Beneficiary understands that Medicare payment will not be made for any items or services furnished by Physician and MyMD Direct that otherwise would have been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.
- 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.
- 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.
- Beneficiary understands that CMS has the right to obtain copies of this Agreement upon request.

Medicare Exclusion Status of Physician and MyMD Direct

Beneficiary understands that Physician and MyMD Direct 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 Agreement

This Agreement becomes effective on _____, 20____, and will continue in effect until _____, 20____. Either party

may terminate treatment with reasonable notice to the other party. Notwithstanding this right to terminate treatment, MyMD Direct, Physician and Beneficiary agree that the obligation not to pursue Medicare reimbursement for items and services provided under this Agreement will survive the expiration or termination of this Agreement.

Successors and Assigns

The parties agree that this Agreement will be fully binding on their heirs, personal representatives, executors, successors, and assigns.

Legal Significance

Patient acknowledges that **this Agreement is a legal document** and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.

Miscellaneous

This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.

Entire Agreement

This Agreement contains the entire agreement among the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.

Jurisdiction

This Agreement shall be governed and construed under the laws of the State of North Carolina without regard to its conflicts of law rules, and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction in Charlotte, North Carolina.

Notices

All written notices are deemed served if sent to the address of the parties appearing on the signature page by first class U.S. mail. The parties have signed counterparts of this Agreement on the date written next to their signatures below.

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Signatures Appear on the Following Page]

MyMD Direct, Physician, and Beneficiary each intend to be legally bound by signing this Agreement on the date set forth below.

MyMD Direct, PLLC
A North Carolina Professional Limited Liability Company

David Bruce Mabry, M.D., its Manager

Date

Physician

David Bruce Mabry, M.D.

Date

Beneficiary

Beneficiary Signature

Date

Name (Please Print)

Beneficiary Address

Beneficiary Email Address

Beneficiary Cell Phone