

AGREEMENT

This agreement is between _____ (*Clinician name*), whose principle place of business is _____, and patient _____ (*Patient name*) who resides at _____ (*Address*) and is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997.

Clinician has informed Patient that Clinician has opted out of the Medicare program effective on ___/___/___ (*Date of Qliance registration*) for a period of at least two years 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. Clinician agrees to provide the following medical services to Patient: the “Services” (*See Qliance Patient Services Guide*). In exchange for the Services, the Patient agrees to make payments to Clinician pursuant to the Qliance Patient Fee Schedule. This Agreement does not prevent _____ (*Patient name*) from receiving current or future Medicare benefits from non-Qliance clinicians.

Patient also agrees, understands and expressly acknowledges the following:

- Patient agrees **not** to submit a claim (or to request that Provider submit a claim) to the Medicare program with respect to the Services, even if covered by Medicare Part B.
- Patient is not currently in an emergency or urgent health care situation.
- Patient acknowledges that neither Medicare’s fee limitations nor any other Medicare reimbursement regulations apply to charges for the Services.
- Patient acknowledges that MediGap plans will not provide payment or reimbursement for the Services because payment is not made under the Medicare program, and other supplemental insurance plans may likewise deny reimbursement.
- Patient acknowledges that he or she has a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from Providers and practitioners who have not opted out of Medicare, and that the patient is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other Providers or practitioners who have not opted out.
- Patient agrees to be responsible to make payment in full for the Services and acknowledges that Provider will not submit a Medicare claim for the Services and that no Medicare reimbursement will be provided.
- Patient understands that Medicare payment will not be made for any items or services furnished by the Provider that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.
- Patient acknowledges that a copy of this contract has been made available to him or her.
- Patient agrees to reimburse Provider for any costs and reasonable attorney fees that result from violation of this Agreement by Patient or his beneficiaries.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE BY: Patient Parent Legal Guardian _____