

Doctor: Effective 4/1/2023, please have Medicare patients ONLY review and sign this opt-out contract prior to their biopsy to avoid processing delays. If they have separate dental insurance, please include that information and we will file a claim with their dental plan.



FOR ALL ACCOUNT & BILLING QUESTIONS
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**DYNAMIC PATHOLOGY
MEDICARE OPT-OUT PRIVATE CONTRACT**

This contract between Dynamic Pathology/Dr. Lindsay Montague (“Pathologist”) and _____, the Medicare beneficiary or legal representative (herein referred to as “Patient”), allows Pathologist to provide services to Patient without being subject to Medicare limits. Pathologist represents they have **opted-out of Medicare** and that **no Medicare claim will be filed** for services or treatment of Patients by Pathologist.

Pathologist represents that they have not been excluded from participation in Medicare under § 1128, 1156 or 1892 of the Social Security Act. In addition, Patient and Pathologist agree that Patient is **NOT** currently facing an emergency or urgent health care situation.

By signing this contract, Patient or legal representative understands and does the following (initial):

- _____ agrees NOT to submit a Medicare claim or ask Pathologist to submit a claim for Pathologist’s services;
- _____ agrees to accept full responsibility for payment of services provided by Pathologist and understands that **NO REIMBURSEMENT WILL BE PROVIDED UNDER MEDICARE** for those items or services;
- _____ acknowledges that **MEDICARE LIMITS DO NOT APPLY** to amounts Pathologist may charge for items and services covered by this contract, because payment is not made under Medicare;
- _____ understands that Medicare payment will NOT be made for any items or services furnished by Pathologist that would have otherwise been covered by Medicare if there was no private contract and a participating Medicare claim had been submitted;
- _____ acknowledges that Medigap plans do NOT, and other supplemental insurance plans may elect not to, make payments for items and services covered by this contract, because payment is not made under Medicare;
- _____ acknowledges that Patient has the right to obtain Medicare-covered items or services by other pathologists or practitioners for whom payment would be made under Medicare. Patient is not required to enter into private contracts that apply to other Medicare covered services furnished by other pathologists who have not opted out.

This contract shall remain in force and effect from the date it is signed by Patient until expiration of the terms of the Pathologist opt-out period, which automatically renews every two years.

I, the Medicare beneficiary or my legal representation, have received a copy of this contract **before** the services are provided to me under this contract. If CMS requests a copy of this contract, I authorize a copy to be sent to them.

Accepted and Agreed: _____
(Patient or Patient’s Legal Representative) (Date)

Accepted and Agreed: _____
(Pathologist) (Date)