

Medicare/Medicaid Beneficiary Agreement for COVID-19 Testing Services

This contract is entered into by Telescope Health, LLC (“Telescope Health”), and the Medicare and/or Medicaid beneficiary named below or his or her legal representative (the “Beneficiary”) in connection with and prior to Telescope Health collecting one or more specimens from the Beneficiary and performing a rapid test or submitting such specimen(s) to a laboratory for the purpose of testing for the active presence of and/or antibodies to the novel coronavirus known as COVID-19 (the “Testing Services”). Telescope Health and the Beneficiary agree as follows:

1. The Beneficiary understands that Telescope Health is not enrolled in Medicare or Medicaid. Telescope Health represents that Telescope Health is not excluded from Medicare or Medicaid participation.

2. The Beneficiary accepts full responsibility for payment of Telescope Health’s charges for the Testing Services furnished by Telescope Health. The Beneficiary understands that no payment will be provided by Medicare or Medicaid for the Testing Services furnished by Telescope Health and that such Testing Services would have otherwise been covered by Medicare or Medicaid if there was no private contract and a proper Medicare or Medicaid claim had been submitted. The Beneficiary understands that Medigap plans do not, and other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

3. The Beneficiary understands that Medicare and Medicaid limits do not apply to what Telescope Health may charge for the Testing Services and acknowledges that the Beneficiary has been provided with a cash price for the Testing Services, which is the same price as Telescope Health is charging to other self-pay patients.

4. The Beneficiary agrees not to submit a claim, and will not ask Telescope Health to submit a claim, to Medicare or Medicaid for the Testing Services.

5. The Beneficiary has entered into this contract with the knowledge that he or she has the right to obtain the same or similar COVID-19 testing services from physicians and practitioners who are enrolled in Medicare and/or Medicaid and who would accept payment from Medicare or Medicaid for such testing services instead of charging the Beneficiary.

6. This contract is not being entered into at a time when the Beneficiary requires emergency care services or urgent care services.

7. A copy of this contract has been provided to the Beneficiary, or to his or her legal representative, before the Testing Services are furnished to the Beneficiary. Telescope Health will retain this contract (with original signatures of both parties to this contract) for at least two (2) years, and it shall be made available to the Centers for Medicare and Medicaid Services (CMS) upon request. This contract is effective as of the date written below (the “Effective Date”) and will expire upon the earlier of (i) Telescope Health’s application for enrollment in Medicare or Medicaid or (ii) the date that is two (2) years after the Effective Date (the estimated end of the opt-out period).

Effective Date: _____, 2021.

Beneficiary:

Name of Beneficiary (printed)

Signature of Beneficiary or
Legal Representative

Date

If signing as legal representative, describe legal authority to act on behalf of the Beneficiary:

Telescope Health:

TELESCOPE HEALTH, LLC

By: _____

Date

Name: _____

Title: _____