



## Medicare Opt-Out Patient Contract

### Psychologist/ Patient Medicare Contract

Please initial in the space provided that you or your representative completely understand the following statements. Please feel free to discuss these at length before beginning treatment. You may speak with your doctor or the office administrative staff, if you have any questions.

- It is important to note that **Dr. Nicholls, Dr. Hoffman, Dr. Logerquist, Dr. Lebovitz, Dr. Karabatsos, and Dr. Wilson** have never been excluded from participating in Medicare under statues [1128] §§1128, [1156] 1156 or [1892] 1892 of the Social Security Act. They have chosen not to continue as a Medicare provider due to responses to properly filed billing forms taking as long as six months from date of service. There are often denials for unexplained reasons. Additionally, ongoing cuts in reimbursement and the excessive secretarial time necessary to collect these fees have led to our decision to opt out of this insurance plan. Patient or patient representatives initials here:
- The Medicare beneficiary of his/her legal representative (named below) enters into this contract with the knowledge that he or she has the right to obtain Medicare-covered services from a psychologist, clinician or physician and/or practitioner who has **not** opted-out of Medicare. There are many qualified psychologists who do contract with Medicare. we can provide a referral to a provider who that has not opted out of Medicare. Patient or patient representative initials here:
- The Medicare beneficiary or his/her legal representative (named below) recognizes that he or she is not compelled to enter into any private contract that applies to Medicare-covered services furnished by any physician or practitioner that may have opted out. This contract does not void Medicare benefits for any other services. Patient or patient representatives initials here:
- The Medicare beneficiary or his/her legal representative (named below) understands the Medicare limits do not apply to what Dr. **(Nicholls, Hoffman, Logerquist, Karabatsos, Lebovitz, or Wilson)** may charge for items or services furnished. Charges for all services are delineated in Dr. **(Nicholls, Hoffman, Logerquist, Karabatsos, Lebovitz or Wilson)**'s Intake Form. Patient or patient representative initials here:
- The Medicare beneficiary or his/her legal representative (named below) accepts full responsibility for payment of charges for all services furnished by Dr. **(Nicholls, Hoffman, Logerquist, Wilson, Lebovitz and Karabatsos)**. Patient or patient representatives initials here:
- The Medicare beneficiary or his/her legal representative (named below) agrees **not** to submit a claim to Medicare or a secondary insurance and ask Dr. **(Nicholls, Hoffman, Logerquist, Wilson, Lebovitz and Karabatsos)** to submit a claim to either Medicare or a secondary insurance. Patient or patient representatives initials here:
- The Medicare beneficiary or his/her legal representative (named below) understands that Medicare payment will **not** be made for any items or services furnished by Dr. **(Nicholls, Hoffman, Logerquist, Wilson, Lebovitz and Karabatsos)** that would otherwise have been covered by Medicare, if there was no private contract and a proper claim had been submitted. Patient or patient representative initials here:
- The expected or known effective date of the opt out period is (September 2015). The expiration date is 2 years from this date. Patient or patient representatives initial here:
- The Medicare beneficiary or his/her legal representative (named below) will receive or has received a copy (a photocopy is permissible) of this contract, before items or services are furnished to him or her under the terms of this contract. Patient or patient representatives initials here:
- This contract cannot be entered into by Dr **(Nicholls, Hoffman, Logerquist, Wilson, Lebovitz and Karabatsos)**, the Medicare beneficiary, or legal representative during a time when the Medicare beneficiary, requires emergency care or services. However, Dr. **(Nicholls, Hoffman, Logerquist, Wilson, Lebovitz and Karabatsos)** may furnish emergency or urgent care services to a Medicare beneficiary in accordance with §3044.28 of the Medicare Carriers Manual). Patient or patient representatives initials here:
- Dr. **(Nicholls, Hoffman, Logerquist, Wilson, Lebovitz and Karabatsos)** will supply CMS with a copy of this contract upon request only.
- Dr. **(Nicholls, Hoffman, Logerquist, Wilson, Lebovitz and Karabatsos)** will retain the original contract (original signatures of both parties required) for the duration of the opt out period. Patient or patient representatives initials here:
- Dr. **(Nicholls, Hoffman, Logerquist, Wilson, Lebovitz and Karabatsos)** understands that the current private contract remains in

effect for two years. If Dr. (**Nicholls, Hoffman, Logerquist, Wilson, Lebovitz and Karabatsos**) continues to opt out of Medicare, she/he will complete a new contract for each Medicare beneficiary at the beginning of the effective date and will submit the appropriate affidavit to the local Medicare carrier Patient or patient representatives initials here:

\*Once this form is initialed/signed and submitted on our website the psychologist/clinician for whom the Medicare beneficiary is seeing will sign the contract and provide a copy to you at the first visit.

Psychologist/Clinician's Signature

Date

Medicare Beneficiary or Legal Representative

Date