

Medicare – Private Contract

This agreement is entered into by and between Roxanna Wolfe, Psychologist (“Dr. Wolfe”) and an individual beneficiary (“beneficiary”) enrolled in Medicare Part B.

Background: A change in the Social Security Act (“SSA”) (effective Jan 1, 1998) permits Medicare beneficiaries and Dr. Wolfe to contract privately outside of the Medicare program. Under the law as it existed prior to 1998, Dr. Wolfe was not permitted to charge a beneficiary more than a certain percentage in excess of the Medicare fee schedule amount. The law now permits Dr. Wolfe and beneficiaries to enter into private arrangements through a written contract under which the beneficiary may agree to pay Dr. Wolfe more than that which would be paid under the Medicare program.

However, Dr. Wolfe and beneficiaries who take advantage of this provision are not permitted to submit claims or to expect payment for those services from Medicare. Dr. Wolfe has certain other obligations, such as filing an affidavit with the appropriate Medicare carrier(s), the purpose of which is to permit the beneficiary and Dr. Wolfe to take advantage of the change in the Medicare Law, and it sets forth the rights and obligations of each. Furthermore, this agreement is limited to the financial agreement between Dr. Wolfe and the beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

Dr. Wolfe’s Obligations:

1. Dr. Wolfe agrees to provide such treatment as may be mutually agreed upon by the parties and at fees that are mutually agreed upon.
2. Dr. Wolfe agrees to not submit any claims under the Medicare Program for any items or services, even if such are otherwise covered by Medicare.
3. Dr. Wolfe acknowledges that she will not execute this contract at a time when the beneficiary is facing an emergency or other urgent health care situation.
4. Dr. Wolfe agrees to provide the beneficiary (or h/her legal representative) with a copy of this document before items or services are furnished to the beneficiary under its terms.
5. Dr. Wolfe agrees to submit copies of this contract to the Centers for Medicare & Medicaid Services (CMS) upon the request of the CMS.

Obligations of Beneficiary:

1. Beneficiary (or h/her legal representative) agrees to be fully responsible for payment of all items or services furnished by Dr. Wolfe and understands that no reimbursement will be provided under the Medicare program for such items or services.
2. Beneficiary (or h/her legal representative) acknowledges and understands that no limits under the Medicare program (including limits under SSA section 1848 (g)) apply to amounts that may be charged by the Dr. Wolfe for such items and services.

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3. Beneficiary (or h/her legal representative) agrees to not submit a claim to Medicare and further agrees to not ask Dr. Wolfe to submit a claim to Medicare.
4. Beneficiary (or h/her legal representative) understands that Medicare payment will not be made for any items or services furnished by Dr. Wolfe that would otherwise have been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.
5. Beneficiary (or h/her legal representative) enters into this contract with the knowledge and understanding that h/she has the right to obtain Medicare-covered items and services from psychologists or practitioners who have not opted-out of Medicare. The beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other psychologists or practitioners who have not opted-out of Medicare.
6. Beneficiary (or legal representative) understands that Medigap plans DO NOT (under SSA section 1882), and other supplemental insurance plans may elect not to, make payments for such items and services that are not paid for by Medicare.
7. Beneficiary (or h/her legal representative) acknowledges that CMS has the right to obtain copies of this contract upon request.

Dr. Wolfe's Status:

Beneficiary (or h/her legal representative) acknowledges understanding that Dr. Wolfe has not been excluded from Medicare program participation under section 1128, 1156, 1892, or any other section of the SSA.

Term & Termination:

This agreement shall become effective with the initiation of appointments and shall continue in effect until termination of treatment or _____. Despite any term of the agreement, either party may choose to terminate treatment with reasonable notice to the other party. Notwithstanding this right to terminate treatment, both Dr. Wolfe and beneficiary (or h/her legal representative) agree that the obligation NOT to pursue Medicare reimbursement for items and services provided under this contract shall survive this contract.

Successors & Assigns: The parties agree that this agreement shall be fully binding on their successors, heirs, and assigns.

The parties hereto, intending to be legally bound by signing this agreement below, have caused this agreement to be executed on the date written below.

Roxanna Wolfe, BSN, PyD *Roxanna Wolfe* (by E signature) Date:

Beneficiary name and signature:

Date: