

Medicare Opt Out

To Be Completed by Clients 62 years old and older

This agreement is between Jackie L Stout, LCSW ["Therapist"], whose principal place of business is 485 Carlisle Drive, Suite B, Herndon, VA 20170, and _____ ["Client"], who resides at _____ 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.

Therapist has informed the client that the therapist has opted out of the Medicare program effective on 7/30/09 and expects to remain always on "opt out" status in the future, 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.

Therapist agrees to provide the following medical services to Client (the "Services"):
Psychotherapy Consultation and Evaluation Individual Psychotherapy

In exchange for the Services, the Client agrees to make payments to Practitioner pursuant to the agreed upon amount. Client also agrees, understands and expressly acknowledges the following:

- **Client agrees not to submit a claim (or to request that Therapist submit a claim) to the Medicare program with respect to the Services, even if covered by Medicare Part B.**
- Client is not currently in an emergency or urgent health care situation.
- Client acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to charges for the Services.
- Client acknowledges that Medi-Gap 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.
- Client acknowledges that he has a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from the therapists and practitioners who have not opted-out of Medicare, and that the client is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other therapists or practitioners who have not opted-out.
- Client agrees to be responsible, whether through insurance or otherwise, to make payment in full for the Services, and acknowledges that the therapist will not submit a Medicare claim for the Services and that no Medicare reimbursement will be provided.
- Client understands that Medicare payment will not be made for any items or services furnished by the therapist that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.
- Client acknowledges that a copy of this contract has been made available to him.
- Client agrees to reimburse the Therapist for any costs and reasonable attorneys' fees that result from violation of this Agreement by Client or his beneficiaries.]

Executed on _____[date] by Client Name _____ Guardian Name (if applicable) _____ and Jackie L Stout, LCSW

Signature (Client/Guardian) _____ Date _____

Guardian's Relationship to Client _____

Signature of Therapist _____