

MICHELE BOGRAD, Ph.D.
16 Webber Avenue Bedford MA 01730
781-643-5451
Medicare Opt-Out Private Contract

This contract is entered into by and between **Michele Bograd, Ph.D.]** (hereinafter called “psychotherapist”), whose address is 16 Webber Avenue Bedford, MA 01730 and _____ (hereinafter called “beneficiary”), who resides at _____ and shall become effective on this ____ day of _____, 202__ and shall apply for the duration of the treatment (the “opt out period”), unless otherwise renewed in accordance with the 42 U.S.C. 1395a; 42 C.F.R. 405, Subpart D.

Psychotherapist Obligations

The psychotherapist acknowledges that she is excluded from Medicare under sections 1128, 1156, 1892 or any other section of the Social Security Act.

The psychotherapist acknowledges that this contract shall not be entered into with the beneficiary, or the beneficiary's legal representative, during a time when the beneficiary requires emergency care services or urgent care services, except that the psychotherapist may furnish emergency or urgent care services to a Medicare beneficiary in accordance with 42 C.F.R. § 405.440.

The psychotherapist acknowledges that she must retain this contract (with original signatures of both parties to this contract) for the duration of the opt-out period, and that it shall be made available to the Centers for Medicare and Medicaid Services (CMS) upon request.

The psychotherapist shall provide a copy of this contract to the beneficiary, or to his or her legal representative, before items or services have been furnished to the beneficiary under the terms of this contract.

The psychotherapist acknowledges that she must enter into a contract for each opt-out period.

Beneficiary Obligations

The beneficiary, or his or her legal representative, accepts full responsibility for payment of the psychotherapist's charge for all services furnished by her.

The beneficiary, or his or her legal representative, understands that no payment will be provided by Medicare for items or services furnished by the psychotherapist that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

The beneficiary, or his or her legal representative, understands that Medicare limits do not apply to what the psychotherapist may charge for items or services furnished by the physician. The beneficiary, or his or her legal representative, agrees not to submit a claim, nor ask the physician to submit a claim, to Medicare for Medicare items or services, even if such items or services are otherwise covered by Medicare.

