

## **Marilyn Lubner, Ph.D.**

Medical Tower Building  
255 S. 17<sup>th</sup> Street, Suite 804  
Philadelphia, PA 19103  
Telephone: 215-545-8296 • Fax: 215-545-7245

### **MEDICARE OPT-OUT AGREEMENT**

**(To be completed by clients 62 years old and older)**

This agreement is between Marilyn Lubner, Ph.D. ["Clinician"], whose principal place of business is Medical Tower Building, 255 S. 17<sup>th</sup> Street, Suite 804, Philadelphia, PA 19103, and \_\_\_\_\_ ["Patient"], 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. The Clinician has informed Patient that Clinician 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.

Clinician agrees to provide the following medical services to Patient (the "Services"):

*Psychotherapy Consultation and Evaluation*

*Individual Psychotherapy*

In exchange for the Services, the Patient agrees to make payments to Practitioner pursuant to the Fee Schedule detailed in the Client-Clinician Agreement Form provided to the Patient by the Clinician. Patient also agrees, understands and expressly acknowledges the following:

- **Patient agrees not to submit a claim (or to request that Clinician submit a claim) to the Medicare program with respect to the Services, even if covered by Medicare Part B.**
- Patient is not currently in an emergency or urgent health care situation.
- Patient acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to charges for the Services.
- Patient 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.
- Patient acknowledges that s/he has a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from Clinicians and practitioners who have not opted-out of Medicare, and that the patient is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other Clinicians or practitioners who have not opted-out.
- Patient agrees to be responsible, whether through insurance or otherwise, to make payment in full for the Services, and acknowledges that Clinician will not submit a Medicare claim for the Services and that no Medicare reimbursement will be provided.

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- Patient understands that Medicare payment will not be made for any items or services furnished by the Clinician that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.
- Patient acknowledges that a copy of this contract has been made available to him.
- Patient agrees to reimburse Clinician for any costs and reasonable attorneys' fees that result from violation of this Agreement by Patient or his beneficiaries.]

Executed on \_\_\_\_\_[date] by \_\_\_\_\_[Patient] and Marilyn Lubner, [Clinician]

\_\_\_\_\_[Patient Signature]

\_\_\_\_\_[Clinician Signature]