

**MEDICARE PRIVATE CONTRACT
IN COMPLIANCE WITH 42 U.S.C. §1395a; 42 C.F.R. § 405,
SUBPART D**

This contract is entered into by and between John C. Friel, Ph.D., Licensed Psychologist, whose principal therapy office in Nevada is located at 5421 Kietzke Lane Suite 202 Reno NV 89511 and in Minnesota is located at 1409 Willow Street, Minneapolis, MN 55403 and...

_____ (the beneficiary) who resides at...

_____, and shall become effective on this ____ day of _____, 20__ and shall expire on the ____ day of _____, 20__, the "opt out period", unless otherwise renewed in accordance with the 42 U.S.C. 1395a; 42 C.F.R. 405, Subpart D.

Psychologist Obligations

The psychologist acknowledges that he is not excluded from Medicare under sections 1128, 1156, 1892 or any other section of the Social Security Act.

The psychologist 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 psychologist may furnish emergency or urgent care services to a Medicare beneficiary in accordance with 42 C.F.R. § 405.440.

The psychologist acknowledges that he 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 psychologist 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 psychologist acknowledges that he 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 psychologist's charge for all services furnished by the psychologist.

The beneficiary, or his or her legal representative, understands that no payment will be provided by Medicare for items or services furnished by the psychologist 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 psychologist may charge for items or services furnished by the psychologist.

The beneficiary, or his or her legal representative, agrees not to submit a claim, nor ask the psychologist to submit a claim, to Medicare for Medicare items or services, even if such items or services are otherwise covered by Medicare.

The beneficiary acknowledges that this written private contract contains sufficiently large print to ensure that the beneficiary is able to read this contract.

The beneficiary, or his or her legal representative, has entered into this contract with the knowledge that he or she has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted-out of Medicare and for whom payment would be made by Medicare for their covered services, and that the beneficiary has not been compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted-out.

The beneficiary, or his or her legal representative, understands that Medigap plans do not, and other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

The beneficiary, or his or her legal representative, understands that this agreement shall not be entered into with the physician or other practitioner during a time when the beneficiary requires emergency care services or urgent care services, except that the physician may furnish emergency or urgent care services to a Medicare beneficiary in accordance with 42 C.F.R. § 405.440.

The beneficiary, or his or her legal representative, acknowledges that a copy of this contract has been provided 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.

_____ John C. Friel, Ph.D	_____ Date
___5421 Kietzke Lane Reno NV 89511	775.337.0299
___1409 Willow Street, Minneapolis, MN 55403	651.628.0220
___1629143516	_____
National Provider Identifier	

Name of Beneficiary (printed) or His/Her Legal Representative

_____ Signature of Beneficiary or His/Her Legal Representative	_____ Date
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Home Address

Telephone Number