

**MEDICARE PRIVATE CONTRACT
CATALINA ARBOLEDA, PH.D.
LICENSED PSYCHOLOGIST
617-876-6535
MA LICENSE 3362
NPI 1962520437**

This agreement is between Dr. Catalina Arboleda, a Licensed Psychologist, (hereinafter called the "Physician"), whose mailing address is 950 Massachusetts Avenue, Cambridge, MA 02139 and

hereinafter referred to as the "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 or if not currently enrolled as a Medicare Beneficiary but soon to be enrolled or eligible to be enrolled. The Physician has informed Patient that Physician has opted out of the Medicare program effective on February 20, 2014 for a period of at least two years, 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.

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

Individual Psychotherapy, at times, with the attendance of significant other

In exchange for the Services, the Patient agrees to make payments to Physician pursuant to the Attached Fee Schedule. Patient also agrees, understands and expressly acknowledges the following:

- Patient agrees not to submit a claim (or to request that Physician 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 he has a right, as a Medicare beneficiary, to obtain Medicare-covered items and services from physicians 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 physicians 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 Physician will not submit a Medicare claim for the Services and that no Medicare reimbursement will be provided.
- Patient understands that Medicare payment will not be made for any items or services furnished by the physician 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 Physician for any costs and reasonable attorneys' fees that result from violation of this Agreement by Patient or his beneficiaries.
- Patient acknowledges that this written contract contains sufficiently large print to ensure that the same is able to read this contract.

Catalina Arboleda, Ph.D. [Physician name]

_____ [Physician Signature] _____[Date]

_____ [Patient Name]

_____ [Patient signature] _____[Date]

[NOTE to physicians: keep a copy of all of these contracts in case CMS demands them! CMS requires that this contract be re-executed each period.]