

**GOOD LIFE CENTER FOR MENTAL HEALTH, LLC  
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 Silvina Falcon-Levine, MSW, LCSW (hereinafter called "provider"), whose principal medical office is located at \_\_\_\_\_ and [insert name of Medicare beneficiary] (hereinafter called "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.

**Provider Obligations**

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

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

The provider 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 provider 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 provider 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 provider's charge for all services furnished by the provider.

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

The beneficiary, or his or her legal representative, agrees not to submit a claim, nor ask the provider 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 providers 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 providers 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 provider during a time when the beneficiary requires emergency care services or urgent care services, except that the provider 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.

I understand that during the opt-out period, a Medicare Advantage plan may not by law make any payments to the provider for any Medicare items and services furnished to the beneficiary under this contract.

\_\_\_\_\_  
Name of Provider (printed)

\_\_\_\_\_  
Signature of Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal Office Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
National Provider Identifier

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

\_\_\_\_\_  
Signature of Beneficiary or  
His/Her Legal Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Telephone Number