

Robert Reiser, Ph.D.

Licensed Psychologist (PSY 9327)

1036 Sir Francis Drake Blvd., Suite 13, Kentfield, CA 94904

Tel. (415) 297-1016 | robert.reiser@gmail.com

MEDICARE OPT-OUT PRIVATE CONTRACT

Pursuant to 42 C.F.R. § 405.440 and Section 4507 of the Balanced Budget Act of 1997

PARTIES This contract is entered into between:

Provider: Robert Reiser, Ph.D., Licensed Psychologist (PSY 9327), 1036 Sir Francis Drake Blvd., Suite 13, Kentfield, CA 94904

Patient:

Patient Name (print)

Patient Address

BACKGROUND

Patient is a Medicare Part B beneficiary. Provider has opted out of the Medicare program effective **July 1, 2025**, pursuant to 42 C.F.R. § 405.415. The opt-out period is two years, running from **July 1, 2025** through **June 30, 2027**, and will renew automatically for successive two-year periods unless affirmatively withdrawn. Provider is not excluded from participation in Medicare under Sections 1128, 1156, or 1892, or any other section of the Social Security Act.

Provider agrees to furnish the following services to Patient (the "Services"): **Psychotherapy and psychological counseling services.**

In exchange for the Services, Patient agrees to pay Provider according to the fee schedule set forth in the Treatment Agreement executed between the parties, currently **\$285 per 45-minute session** and **\$570 for the initial 90-minute assessment session**. Patient acknowledges that these fees are not limited by Medicare fee schedules or any other Medicare reimbursement regulations.

PATIENT ACKNOWLEDGMENTS AND AGREEMENTS

Patient has read this contract, had the opportunity to ask questions, and agrees to the following:

- 1. No Medicare Claims.** Patient agrees not to submit a claim to the Medicare program—and agrees not to request that Provider submit a claim—with respect to the Services, even if the Services would otherwise be covered by Medicare Part B.
- 2. Provider Will Not Bill Medicare.** Provider will not submit a Medicare claim for any Services furnished to Patient under this contract, and no Medicare reimbursement will be provided for those Services.

3. **Not an Emergency Situation.** Patient is not currently in an emergency or urgent health care situation.
4. **Medicare Fee Limitations Do Not Apply.** Patient acknowledges that Medicare’s fee limitations and other Medicare reimbursement regulations do not apply to charges for the Services.
5. **Medi-Gap and Supplemental Insurance.** Patient acknowledges that Medi-Gap plans will not provide payment or reimbursement for the Services because payment is not made under the Medicare program. Other supplemental insurance plans may likewise deny reimbursement.
6. **Right to Seek Medicare-Covered Services Elsewhere.** Patient acknowledges the right, as a Medicare beneficiary, to obtain Medicare-covered items and services from providers and practitioners who have not opted out of Medicare. Patient is not compelled to enter into this or any other private contract affecting Medicare-covered services furnished by other providers or practitioners who have not opted out.
7. **Patient Financial Responsibility.** Patient agrees to be responsible—whether through private insurance or otherwise—to pay in full for the Services. Patient understands that Medicare payment will not be made for any items or services furnished by Provider under this contract that would otherwise have been covered by Medicare if no private contract existed and a proper Medicare claim were submitted.
8. **Copy of Contract.** Patient has received a signed copy of this contract.

Automatic Renewal: This contract renews automatically with each successive two-year opt-out period unless either party provides written notice of termination. The current opt-out period runs July 1, 2025 – June 30, 2027.

SIGNATURES

By signing below, each party confirms they have read, understood, and agreed to this contract.

Patient Signature

Date

Patient Name (Print)

Robert Reiser, Ph.D. — Provider Signature

Date

This contract is governed by 42 C.F.R. § 405.440 and Section 4507 of the Balanced Budget Act of 1997. A copy of this signed contract must be retained by both parties.