

## **Agreement not to bill Medicare for Services**

This agreement is between Henriette Kellum, LCSW, LLC ("practitioner"), whose principal place of business is 6252 N. Kensington St., McLean, VA 22101, and

\_\_\_\_\_ (client) 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. Henriette Kellum, LCSW, LLC has informed client that she has opted out of the Medicare program effective on July 1, 2008 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.

Henriette Kellum, LCSW, LLC agrees to provide the following services to client :

- Mental Health Evaluation
- Psychosocial assessment
- Assessment for Capacity
- Counseling/psychotherapy
- Case management

In exchange for the Services, the client agrees to make payments to Henriette Kellum, LCSW, LLC pursuant to the Attached Fee Schedule. Client also agrees, understands and expressly acknowledges the following:

- Client agrees not to submit a claim (or to request that Henriette Kellum, LCSW, LLC submit a claim) to the Medicare program with respect to the Services, even if covered by Medicare Part B.

- Client is not currently in an emergency or urgent health care situation.
- Client acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to charges for the Services.
- Client 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.
- Client acknowledges that he/she 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 client 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.
- Client agrees to be responsible, whether through insurance or otherwise, to make payment in full for the Services, and acknowledges that Henriette Kellum, LCSW, LLC will not submit a Medicare claim for the Services and that no Medicare reimbursement will be provided.
- Client understands that Medicare payment will not be made for any items or services furnished by Henriette Kellum, LCSW, LLC that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.
- Client acknowledges that a copy of this contract has been made available to him/her.
- Client agrees to reimburse Henriette Kellum, LCSW, LLC for any costs and reasonable attorneys' fees that result from violation of this Agreement by client or his beneficiaries.

Executed on [date] : \_\_\_\_\_

by [client name] : \_\_\_\_\_

or client legal representative (name and relationship):

\_\_\_\_\_

and Henriette Kellum, LCSW, LLC

Client signature: \_\_\_\_\_

Or legal representative signature: \_\_\_\_\_

Henriette Kellum, LCSW, LLC signature: \_\_\_\_\_