

Richard Gottlieb, M.D., Psy.D.

Psychiatry and Psychoanalysis

MEDICARE OPT-OUT AFFADAVIT

This affidavit is made by RICHARD GOTTLIEB, M.D., a physician licensed to practice medicine in the State of Arizona, and refers to treatment being rendered to _____, a Medicare beneficiary. The effective date of this agreement is _____.

Except for emergency or urgent care services (s specified in Chapter 15 section 40 of the Medicare Benefit Policy Manual), during the opt out period I will provide services to Medicare beneficiaries only through private contracts that meet the criteria of §3044.8 for services that, but for their provision under a private contract, would have been Medicare covered services. The opt-out period is 2 years and the contractor will notify me of the effective date of this opt-out period.

I will not submit a claim to Medicare for any service furnished to a Medicare beneficiary during the opt-out period, nor will I permit any entity acting on my behalf to submit a claim to Medicare for services furnished to a Medicare beneficiary, except as specified in Chapter 15 section 40 of the Medicare Benefit Policy Manual.

During the opt-out period, I understand that I may receive no direct or indirect Medicare Payment for services that I furnish to Medicare beneficiaries with whom I have privately contracted, whether as an individual, an employee of an organization, a partner in a partnership, under a reassignment of benefits, or as payment for a service furnished to a Medicare beneficiary under a Medicare +Choice plan.

I acknowledge that during the opt-out period, my services are not covered under Medicare and that no Medicare payment may be made to any entity for my services, directly or on a capitated basis.

I acknowledge and agree to be bound by the terms of both the affidavit and the private contracts that I have entered into during the opt-out period.

That Doctor agrees not to submit a claim for payment under Medicare, even if such items and services would otherwise be covered by Medicare;

That Medigap plans do not, and that other supplemental insurance plans may choose not to, make payment for items and services furnished by Doctor under the contract;

That Patient is responsible for payment of such items or services;

That no reimbursement will be provided by Medicare for such items and services;

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That Doctor is not limited in the amount he / she may charge me for items and services provided;

That Patient has the right to have such items and services provided by other physicians who have not “opted out” of the program;

That Doctor will not submit any claim to Medicare for any item or service provided to any Medicare beneficiary during the two year period beginning on the effective date of this agreement;

That Doctor will not receive any Medicare payment for any services provided to any Medicare beneficiary either directly or on a capitated basis;

Any addendum or change to this agreement shall be in writing and shall be signed by both Doctor and Patient.

PATIENT

DATE

DR. GOTTLIEB

DATE