

Kimberly Cohn, MFT, RDT/BCT, CPTR/KAP
P.O. Box 7793 Berkeley, CA. 94707
510.255.5758

I, Kimberly Cohn MFT practitioner (“I/me/my practice”), must inform “You” the Patient/Client, (and any MediCare patient seeking to be seen in my specialized, part-time Private Practice, who meets criteria, within my Scope of Practice) of the following:

We agree to review and You agree to complete this PRIVATE-PAY CONTRACT, in which you explicitly agree and choose to OPT-OUT of billing MediCare/MEDICAL SERVICES as adapted for my practice and specialization, per terms of Section 4507 of the 1997 Balanced Budget Act that allows a MFT to enter a Private Pay Contract with a MediCare beneficiary (you).

WHY A SPECIAL CONTRACT? It is my pleasure to treat MediCare patients primarily at my hospital job, as a MFT Hospital Crisis Clinician/Emergency provider (and per requirement of employment), and part-time in my KAP specialized, part-time private practice with eligible clients who agree to complete this Private Pay Contract and assent to its Terms and Conditions to begin working together without either of us billing MediCare.

FYI—You agree and understand that I have not been excluded from providing medical services under Social Security Act Medicare (including sections 1128, 1156, 1892, CFR § 405, subpart D, *and that I would have chosen to separate myself (“opt out”) from Medicare, however, I’m legally prevented from doing so per my separate, hospital crisis services job*, thus, my current non-“opt-out status” requires I provide potential clients with this Private Pay Agreement Contract after we have determined to be a clinical match, within the scope of my practice and before we begin working together explicitly because I’m forbidden legally from opting out. MediCare requires that you understand, assent and agree to all Terms and Conditions herein by signing this Contract to become a private-pay client of my mental health services/practice before we can work together.

WHO PAYS FOR SERVICES? You agree by signing this Contract, to personally pay the bill per my practice Terms and Conditions for payment (shown separately on Intake Consent/Good Faith Estimate/Payment form). You will have to use your own money to pay the ENTIRE cost of my services and I may NOT bill MediCare and you may NOT request or appeal to MediCare to pay my fees since you have agreed to this Contract, informed and in good faith, that we have discussed openly and transparently, and you have assented to by signing below, in writing, agreeing to work with me under this condition.

ARE THERE CHARGE LIMITS or LOWER FEE OPTIONS?

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No, Medicare charge limits DO NOT apply to products or services you receive from me through this Private-Pay medical services Contract.

YES, I am able to charge you whatever amount you and I agree to, including any lower-fee/sliding scale I can offer (as available per my current client census) to eligible clients per demonstrated need, per your direct inquiry and assent to pay my current fee-for-service as discussed and agreed upon. Limited, lower-fees/sliding scales are offered in good faith by me, for more equitable access to my practice, are need-based and mutually agreed upon in the CA Good Faith Agreement. Fees are to be revisited and discussed periodically as either your financial status changes or my fee structure is updated. If my fees are updated, I agree to give you no less than the minimum notice as required and we agree to discuss any potential impact to your treatment, make payment plans for hardship, referrals out as needed as a last resort, etc. and such to provide a mutual Good Faith Agreement for your continuity of care in my practice or as your right elsewhere as best for you.

WILL MEDICARE HELP PAY? No, Medicare will NOT help pay your bill. Because I am required legally to not separate from Medicare to remain employed at my hospital job as my primary employment and source of income, for my personal health insurance benefits, etc. IF you agree to work in my limited, part-time private practice, by signing this form, it is thus against the rules for you to send a bill to Medicare for my services or ask me to send the bill to MediCare for you.

BUT ISN'T THIS A MEDICARE-COVERED SERVICE? Yes and no. Yes, MediCare would pay for the same service from a provider who is connected to MediCare. No, MediCare won't pay because I have a very limited, highly specialized private practice such that you agree to separate your payment source from MediCare.

WHAT OPTIONS DO I HAVE? You have the right to get your product or service from a provider connected to MediCare [via any of these sources in the courtesy link provided here:](#)

I have made every effort to provide current resources as updated 2025, provided this list as a courtesy should you decide not to work with me and pursue a MediCare provider of your own accord and agree to hold my person and/or practice harmless in the event that this list becomes outdated unbeknownst to me.

Even if you get your product or service from me, you can always get other products and services from providers connected to MediCare. It is your consumer right to choose NOT to work with me and to research and select providers who are not required to have you sign private-pay medical services contracts.

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WHAT IF I AM HAVING A MEDICAL EMERGENCY and we are established as client/therapist via this contract? This contract does NOT cover emergency or urgent care services. If you have an emergency or urgent medical need, CALL 911, go to the nearest Emergency Dept/ local hospital or ask me for help as indicated in the moment for optimal care. It is against MediCare rules for me to have you sign a private-pay medical services contract for emergency or urgent medical services. If we have an established working relationship, with a current signed copy of this Contract on file, I will assist and advise you to the best of my ability for Emergency care if needed.

WILL MY MEDIGAP OR OTHER SUPPLEMENTAL PLAN HELP PAY? No, Medigap plans WILL NOT help pay for products or services you get from me. If you have some other medical insurance plan, it MIGHT NOT help pay your bill either.

WILL CMS GET A COPY OF THE CONTRACT? I, the provider, will supply a copy of this contract in the event CMS requests a copy. Eligible Practitioner Information
Provider's NPI Provider's Signature Date Patient's Signature Date Patient's Legal Representative Signature Date Witness Signature Date

WHAT ELSE DO I NEED TO DO? If you decide to sign this contract and begin to work with me in Private Practice, you will also get a signed copy, (signed by me as well), of the contract to keep. This way you will have a copy to look at if you have any questions about the contract in the future. You agree that you are of sound cognitive, emotional and physical health adequate to review this Contract in full, ask any questions of me/my practice and consent to discuss for your full consent and assent prior to working together. We may not be a good clinical match and I may not be able to take you as a client if you are not in sound mind, cognitive/mental health per the limitations of my current practice.

IF DURING THE INTAKE PORTION, either of us determines for any reason that we are not a clinical match, either may decide NOT to sign this Contract and NOT pursue a working relationship with a "no harm, no foul" verbal agreement which may include a courtesy to move on separately, with the understanding of full indemnity and to hold harmless the practice of Kimberly Cohn, MFT and without harm or consequence to the person/personal entity that is Kimberly Cohn.