

Orthopaedic & Spine Center of New Jersey

Kevin A. McCracken, M. D.

45 Mountain Blvd.

Warren, N.J. 07059

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Agreement/Private Contract By Medicare Beneficiary For Medical Services

This agreement is entered into on _____ day of _____, 20_____
by _____, a patient and Medicare Part Beneficiary (“Patient”), and
Kevin A. McCracken, MD (“Physician”), whose medical office is located at 45 Mountain Blvd, Bldg D,
Suite 2, Warren, NJ 07059, in accordance with the provisions of Section 4507 of the Balanced Budget
Act of 1997. This provision, permits physicians and patients to enter into private arrangements through
a written agreement thru a private contract under which Patient and Physician agree as follows:

1. The services to be provided to Patient are: medical and physician services, ancillary health services, diagnostic testing, and office visits (collectively referred to hereinafter as “Services”).
2. Patient accepts full personal responsibility for payment of services furnished and acknowledges that Medicare will not provide reimbursement for the Services and that no Medicare fee limits (including those specified in 42 U.S.C. §§ 1395a; 1848(g)) will apply to the amount Physician charges for Services.
3. Patient acknowledges that, as a Medicare beneficiary, Patient has the right to have the Services provided by other physicians or practitioners who have not opted-out of Medicare and for whom payment would be made under Medicare, 42 U.S.C. § 1395a. Patient acknowledges that he or she 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.
4. **Patient agrees not to submit a claim** (or request that Physician submit a claim on Patient’s behalf) under the Social Security Act, as amended (42 U.S.C. § 1395a), for the Services, even if such Services are otherwise covered under Medicare Part B.
5. Patient acknowledges that Medigap plans under 42 U.S.C. § 1882 do not, and other supplemental insurance plans may not, make payments for the Services.
6. Patient acknowledges and agrees that this Agreement has not been entered into at a time when Patient is facing an emergency or urgent health care situation.
7. Patient acknowledges and agrees that this Agreement has been entered into, and that Patient has received a copy of this Agreement, before Physician has provided the services specified herein to Patient.
8. Physician has informed Patient that Physician is not excluded from participating in Medicare Part B under 42U.S.C. § 1128, 1156, or 1892 or any other section of the Social Security Act.
9. Physician filed an affidavit with Medicare effective on April 1, 2016. That affidavit expires on March 31, 2018. This Agreement expires on March 31, 2018.

By signing this contract Patient understands that Medicare payment will not be made for any items or services furnished by the Physician that would have otherwise been covered by Medicare if there were no private contract and a Medicare claim had been submitted.

Signature of Patient: _____

Date: _____

Signature of Physician:  _____

Date: _____