

Medical Disclosure of services and agreement

_____ (PATIENT) and _____ (PHYSICIAN) hereby enter into this agreement for provision of medical services specified herein (“Services”). Wherefore, in exchange for consideration, the receipt and sufficiency of which the parties hereby acknowledge the PATIENT and PHYSICIAN agree as follows:

1. **The PATIENT acknowledges** and agrees that this contract has been entered into before the PHYSICIAN has provided the services specified herein to the PATIENT.
2. **The PATIENT acknowledges** and agrees that this contract has not been entered into at a time when the PATIENT is facing an emergency or an urgent health care situation.
3. **The service to be provided to the PATIENT** consists of performing diagnostic biochemical and hormonal testing. **All laboratory tests include a handling fee, interpretation fee, subsequent phone consultation, and a comprehensive report fee.**
4. **The PATIENT understands** that the PHYSICIAN is only responsible for the evaluation and prescription of medication relative to hormone replacement therapy (when indicated by appropriate laboratory testing). The PHYSICIAN does not, as a general directive, actively supplant the PATIENT’s personal PHYSICIAN and the treatment of prior medical conditions.
5. **The PATIENT agrees** not to submit a health insurance claim (or request the PHYSICIAN to submit a claim on PATIENT’s behalf) under the social security act (Medicare) for the services, even if such services are otherwise covered under health insurance or MEDICARE.
6. **The PATIENT agrees** to be responsible for the services. Although hormone replacement therapy is medically beneficial, insurance companies have not yet accepted this position. At this point in time, neither insurance companies nor Medicare will reimburse for preventive care or anti-aging/hormone-balancing

replacement therapy. As a result of this, medical records will not be provided to any insurance company or Medicare. The United States Department of Health and Human Services, Office of Inspector General takes the position that a PHYSICIAN who orders “medically unnecessary” tests may be subject to civil penalties. Because of this, it is the policy of this office not to fill out any insurance benefit claim forms or provide a letter of medical necessity. The Health Insurance and Reform Act of 1997 allows the Federal Government to investigate what they may determine is “health insurance fraud” or any medical treatment not deemed “medically necessary” by the Federal Government. Even though the use of human growth hormone in adults has been approved by the Food and Drug Administration, it has not been recognized by the Federal Government as “medically necessary” and therefore could be interpreted as fraudulent.

7. **The PATIENT acknowledges** that health insurance companies or “Medigap plans” (42 U.S.C., section 1882) will not provide reimbursement for the services and that no fee limits (including those specified in 42 U.S.C., Section 1395a-1848g) will apply to the amounts PHYSICIAN charges for their services.
8. **The PATIENT acknowledges** that PATIENT has the right to have services provided by other PHYSICIANS for whom payment may be made under health insurance plans or MEDICARE. (OPT OUT).
9. **By signing this contract, the PATIENT understands** that they are foregoing their rights to receive insurance/MEDICARE benefits for the SERVICES, but the PATIENT is not forfeiting all health insurance benefits for other services from other health insurance/MEDICARE providers.

Patient’s Signature

Date: