

# LONGEVITY



# MEDICAL CLINIC™

*Feel Younger · Live Better*

## PATIENT PRIVATE CONTRACT

This agreement is between Longevity Medical Clinic and its employed physicians ("Longevity"), whose principal place of business is 9757 NE Juanita Drive Suite 200, Kirkland, WA 98034, and patient D. Alex Denton ("Patient"), who resides at \_\_\_\_\_.

Longevity has informed Patient that all of its employed physicians have opted out of the Medicare program for a period of at least two years, and that Longevity and its employed physician have not been excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.

Longevity agrees to provide health enhancement and disease prevention services and products to Patient (the "Services"). In exchange for the Services, the Patient agrees to make payments to Longevity pursuant to Longevity's Fee Schedule (available on request). In order for Patient and Longevity to abide by applicable Federal laws and regulations, including Medicare, it is important that patient also agrees, understands and expressly acknowledges each of the following:

- Patient agrees not to submit a claim (or to request that Longevity submit a claim) to the Medicare program with respect to the Services, even if covered by Medicare Part B.
- Patient is not currently in an emergency or urgent health care situation.
- Patient acknowledges that neither Medicare's fee limitations nor any other Medicare reimbursement regulations apply to charges for the Services.
- Patient acknowledges that so-called private "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.
- Patient 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 (unlike Longevity). Therefore, patient is aware that he/she is not compelled to enter into private contracts (such as with Longevity) for services that may apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted-out.

- Patient agrees to be responsible, whether through insurance or otherwise, to make payment in full for the Services, and acknowledges that Longevity will not submit a Medicare claim for the Services and that no Medicare reimbursement will be provided.
- Patient understands that Medicare payment will not be made for any items or services furnished by Longevity physicians that would have otherwise been covered by Medicare if there were no private contract and a proper Medicare claim were submitted.
- Patient acknowledges that a copy of this contract has been made available to him.
- Patient understands that patient's violation of these provisions (inadvertent or otherwise) may expose Longevity to complaint by Medicare or other authorities, and that Longevity would reasonably be required to address those complaints. Therefore, Patient agrees to reimburse Longevity for any costs and reasonable attorneys' fees that result from patient's violation of the above provisions that cause Longevity to respond to and/or defend against any related actions initiated by Medicare or other parties.

Executed on 2-26-2020 by Longevity and ALEX DENTON  
 [Date] [Patient Name]

X [Signature]  
 [Patient Signature]

X [Signature]  
 [Longevity Medical Clinic]