

Genetics for Wellness – Concierge Contract

Patient Rights and Responsibilities

Your Rights:

- You have the right to expect compassionate and courteous delivery of healthcare services by your Physician regardless of age, race, gender, or creed.
- You have the right to be seen and evaluated by a physician who understands how whole-genome DNA sequencing information can be used to optimize your healthcare.
- You have the right to an individualized treatment plan in which your DNA sequencing results will be used to: help diagnose current medical conditions, recommend environmental or life-style interventions, select on-going health monitoring plans specific to your disease susceptibilities, and recommend specific medications or dietary supplements that may be of therapeutic benefit for your health.
- You are entitled to the number of office visits as described in the “services offered” for either **Genetics-based Medical Care** or the **Genetics-based Weight-loss program**.
- When we are not on vacation, you have the right request in-office consultations on **M, Tu, Th, F, (8am to 4pm)**.
- You have the right to expect confidential communications with your physician and medical record management / safe-guarding as per HIPAA protection guidelines.
*Medical communications by e-mail do not meet HIPAA privacy guidelines without end-to-end encryption protocols in place; consequently, we communicate by e-mail only in exceptional situations and where other methods of communication are unavailable.
- You have the right to view your medical records and any laboratory testing reports GFW has ordered at any time by accessing our secure on-line Medical Records “Portal.”
- You have the right to obtain a second opinion from other Physicians concerning our recommended or on-going medical care. *We will provide you with a printed copy of your medical record within 5 days of receiving a signed medical record request form.
- You have the right to request termination of our service agreement at any time and have the right to a refund for any unused Concierge fee *based on a prorated % of unsured pre-purchased consultation time. No refund is available for your DNA sequencing charges or DNA analysis App fees once testing has been ordered.
- For any serious breach of our duty to you or failure to meet the “Community Standards of Care,” you have the right to file a complaint with the Texas Medical Board.

Your responsibilities:

- **You are responsible for providing us with complete and detailed information concerning your past health issues and current life-style choices and informing us when new medical conditions develop or are diagnosed by other physicians.**
- We are providing you with exceptional access to our Medical Care Services however; we are not a 24/7 Concierge Medical Practice. Consequently, we will **not** be providing you with typical Primary Care services. **You** are responsible for securing primary care medical services for any ongoing medical needs that fall outside of the described services we are offering. *We do not maintain on-call or urgent care services, nor do we provide any medical care outside of our normal operating in-office business hours. We do not perform Genetic Consultations over the phone or by tele-medicine.
- **You are responsible for arriving on time for your scheduled appointments.** Arriving past your appointment time will result in a proportional reduction in the amount of time you had scheduled with us **regardless** of any legitimate reason or cause for your late arrival. We do not allow a late arrival by any patient to inconvenience a patient scheduled after them by either delaying their appointment start time or infringing upon their amount of time scheduled with us. ***Please plan to arrive 15 minutes before your scheduled appointment to complete any needed paperwork. *There is a “no-show” fee of \$200 to reschedule a missed 45-minute appointment, and a \$100 fee to reschedule a missed 20-minute appointment.***
- You are expected to conduct your behavior in our office with civility and respect for our doctors, our staff, and other patients. Failure to do so is grounds for severing the Physician-Patient relationship *If your contract is ever terminated by GFW, a prorated refund of any unused (pre-paid) time remaining will be provided.
- You are responsible for all payments and fees associated with the services you request from us. **You do not have the right** to request that we file a claim with any Medical Insurance provider for payment of any portion of our services, even if it has been determined that it may be a covered service and even if the concierge services were provided by an independent-contracting physician (who may also be under contract with your Medical Insurance for “non-concierge” medical services).
- If you have a grievance with our Medical Care, you to are expected to bring any complaint to our attention and to participate in any dispute resolution process.

Our Rights:

- GFW imposes no absolute restriction on the number of patients we will accept for the Concierge Genetics-based Wellness Medical Service however, you may be excluded from participating in the Weight-loss Program, *Enrollment is limited to no more than 100 individuals who are actively participating at the same time. As patients finish the weight loss program, others will be added from a wait-list (first-come first-served).
- Renewal or continuation of our Weight-loss Service is at your discretion; however, we reserve the right to terminate the Doctor-Patient relationship if we feel that you are repeatedly failing to meet “your responsibilities” as listed above.

Not included in our services:

- Your Concierge fee does not include your costs for Whole Genome Sequencing (WGS) or the fees for apps that we recommend for your genetic analysis.
- We do not provide in-patient hospital care or hospital visitations
- We do not offer chronic or acute medical care for any illnesses or conditions other than obesity.
- The Concierge Membership fee does **not** cover costs related to any medical study or other testing ordered by a GFW physician that may **not** be covered by your health Insurance including: lab testing, Radiology tests, Durable Medical Equipment, or any other non-physician services that could normal be billed to your Medical Insurance Provider.
- Be advised, we will not bill your Medical Insurance for any Medical Service we provide.

Other Contract Terms:

The patient acknowledges that this contract is **not** a Medical Insurance plan nor is it a substitute for one. The member is advised to either continue, or to obtain, Medical Insurance Coverage and by signing this agreement, they are stating that they fully understand the previously outlined limitations of the Concierge Genetic-based Services provided by GFW.

Patient (print) _____ DOB ___/___/___

Address: _____

Mobile Phone: (____) _____ Alternate Phone (____) _____

E-mail: _____ Pharmacy Phone (____) _____

Emergency Contact: _____ Phone: (____) _____

Signature _____ Effective date: ___/___/___

Genetics for Wellness

Adrienne Vaughn MD – Sole Proprietor

115 Gallery Circle, Ste. 200, San Antonio, Texas, 78258

Concierge Membership Fees

Required- Whole Genome DNA sequencing *Self-pay \$600 (Estimated) / App fees \$100 (Estimated)

***Check the Concierge Medical Service Requested:**

___ / Genetic for Wellness Program Service Fee:

(4) 45-minute visits: \$980

___ / Genetics for Weight Loss Program:

(3) 45-minute visits, and (5) 20-minute visits: \$1,100 / year

___ / Weight Loss Monitoring - Continuation packages:

20 min. Physician appointments (___ 4 (\$380) / ___ 8 (\$730))

I am requesting to participate in the **Genetics for Wellness Concierge Program**. I have read the description of the Physician Provided Services offered and I understand their limitations. *I understand that the Genome Sequencing Fee and any App-fees are “self-pay” to the providing commercial companies. The contract for the Weight Loss program are available on <https://WeightLoss-Genetics.com>

Patient: _____ DOB ____/____/____

Sign: _____ Date: ____/____/____

Patient: _____ MR# _____

*Credit cards / debit cards are not accepted due to the high transaction processing fees.

Make Service Fee Checks Payable to: **Adrienne Vaughn MD**

Place a notation on the check / **For: “GFW fee”**

Check # _____ / Date ____/____/____

Staff reminder:

*Scan copy of the check into Patient’s MR under “**GFW fee payment**” *After each appointment, Scan an updated “**GFW-Appointment use**” form into the Patient’s MR

Genetics for Wellness

Appointment Use Tracking Form

Patient: _____ MR# _____

Genetic Wellness Program

- 1) 45 min. ___/___/___
- 2) 45 min. ___/___/___
- 3) 45 min. ___/___/___
- 4) 45 min. ___/___/___

Weight-Loss Program

- 1) 45 min. ___/___/___ *Initial Appointment / Testing ordered
- 2) 45 min. ___/___/___ *Lab Testing review / Initial Diet planning
- 3) 20 min. ___/___/___
- 4) 20 min. ___/___/___
- 5) 45 min. ___/___/___ *WGS-DNA result review / Diet modification
- 6) 20 min. ___/___/___
- 7) 20 min. ___/___/___

Weight-loss Continuation Program

*Purchased: ___ 4-O.V. / ___ 8-O.V. on (___/___/___)

- 1) 20 min. ___/___/___

Genetics for Wellness

Dr. Adrienne Vaughn – Business Owner

115 Gallery Circle, Ste. 200, San Antonio, Texas, 78258

Attention Medicare Part-B Recipients: The Concierge Services provided by Dr. Adrienne Vaughn, any medical care provided by her Independent-Contractor Physician Consultants and Commercial DNA Sequencing services are not eligible for Medicare coverage.

On 11/25/23, Dr. Adrienne Vaughn elected to **Opt-out** of participation with Medicare and is bound by this contract and the policies specified in sub-sections 1128, 1156 and 1892 of the Social Security Act. She is the Sole Proprietor of **Genetics for Wellness (GFW)** and may hire Qualified Independent-Contractors (other Physicians) to assist her in your care. By signing this contract, you will be giving up your rights as a beneficiary of Medicare part "B" to obtain Medicare coverage or reimbursement for any items or service that Dr. Vaughn or her Independent-Contractor Physician(s) provides. You should understand that that some of these services might be covered expense if provided by other Medicare-participating Physicians however, as of 12/2023, Whole Genome- DNA Sequencing is not a Medicare-covered service.

To receive medical care from Dr. Adrienne Vaughn, or her designated assistants, you must sign a contract with her in which you acknowledge the creation of a "Private" relationship in which Medicare has no right to limit or adjust the service fees she chooses to charge. By personally paying for your DNA sequencing and our Concierge Medical Care Services, Medicare has no rights to see your DNA information, or your medical records, without your permission. This "Private contract" also establishes your sole responsibility for payment of all medical services provided by GFW and negates any obligation of GFW to submit service claims to Medicare on your behalf. *GFW will **not** bill Medicare for services they provide you and **you cannot** file any claims for fee reimbursement with Medicare, Medigap or any Medicare-Advantage

Plans (regardless of whether Medicare is the primary or secondary payer).

This private contract applies **only** to the medical services provided by Dr. Adrienne Vaughn and her contracted Physicians. Signing this document will not affect any other active relationships you have with any Physician(s) who has not Opted-out of Medicare.

The Medical records created at GFW by Dr. Vaughn, or by any of her Independent-contractors, are the shared property of you and Dr. Adrienne Vaughn. Independent-contractors are paid directly by Dr. Vaughn and have no right to bill Medicare for their services and have no rights to access your medical records except during the active provision of your medical care.

*This agreement was not coerced or entered-into at a time when I needed of any Urgent or Emergency Care services.

Name: _____ Date ____/____/____

By Dr. Adrienne D Vaughn: _____

Date: ____/____/____