

Graceful Secrets Medspa, LLC General Consent Form

PLEASE READ EACH SECTION CAREFULLY. YOU MAY REQUEST A COPY OF THIS FORM FOR YOUR OWN RECORDS

Graceful Secrets Medspa & Wellness Center is a private practice nurse practitioner owned and operated health clinic located in Saint Ansgar, Iowa, offering traditional and alternative medical and wellness services for the treatment and management of a variety of health related conditions.

Patient Acknowledgment of Provider

I understand that I have a right to be adequately informed about the professional licensure and credentials of the individuals who are providing my medical/health services.

I acknowledge that Graceful Secrets Medspa, LLC is a private practice health clinic that is owned and operated by Jennifer D. Neumann, DNP, APRN, FNP, BC. Jennifer is a board certified family nurse practitioner who holds a doctorate degree in nursing practice.

Consent for Evaluation & Treatment

By scheduling, presenting for, and completing any consultations, appointments, evaluations, procedures, and/or treatments, I understand that I have given both written (in the form of the document) and implied (by completing the services) consent to such by Graceful Secrets Medspa, LLC and its staff ("Practice").

I understand that while certain procedures/treatments, programs, or services may have an additional informed consent form, this form covers ALL services, consultations, evaluations, procedures, and treatments performed by Graceful Secrets Medspa, LLC staff.

I understand that I have the right to have any questions I may have regarding any risks, benefits, potential outcomes, potential side effects, and potential complications answered prior to the start of treatments/procedures and that it is my responsibility to ensure that my questions have been answered to my satisfaction.

I understand that by proceeding with any consultations, appointments, evaluations, procedures, therapies, and/or treatments provided by the Practice, I assume any/all potential risks associated my services. I am also responsible for any future costs, financial or otherwise, regarding potential adverse effects.

I further understand and accept that fees are paid for performance of services, and not a guaranteed result. I acknowledge that although a good outcome is expected, and a reasonable effort has been made to establish realistic

expectations, there cannot be any warranty, expressed or implied, as to the results that may be obtained.

I understand that any treatment by staff at Graceful Secrets Medspa, LLC is voluntary and that I have the right to decline treatment or services.

Prior to receiving care from Graceful Secrets Medspa, LLC, I will inform the Practice of:

- My previous health history
- My current prescription and over-the-counter medications
- Any allergies or sensitivities
- Any sensitive areas or adverse conditions that I may have had prior to a specified treatment
- Any other information deemed necessary for your safe and effective care by the Practice

While receive care from Graceful Secrets Medspa, LLC, I will inform the Practice of:

- Any and all changes in my health status or regular medication regiment
- Prolonged or aggressive side effects from medications or treatments prescribed or administered by the Practice
- Any sensitive areas or adverse conditions that I may have had during or after any treatments
- Any other information deemed necessary for your safe and effective care by the Practice

I understand that by omitting or falsifying health related history, I may be putting myself at increased risk.

Emergency Treatment

In the event of an unplanned adverse event or a medical emergency during the course of my care at Graceful Secrets Medspa, LLC, I consent to any additional, potentially life saving treatment, by staff.

Treatment includes but is not limited to the use of:

- AED
- EKG
- Aspirin
- CPR
- Epinephrine
- Narcan
- Diphenhydramine
- Starting a peripheral IV
- Administering supplemental oxygen
- Glucose
- Other treatments as deemed necessary

I understand that staff will use their best judgement whether emergency services needs to be called to transport me to a hospital or emergency medical facility. In the event Graceful Secrets Medspa, LLC staff decides emergency medical services should be called, I request and consent to be transported by emergency medical services to a hospital or emergency medical facility. I understand that I will be responsible for any and all charges incurred as a result of the care I receive from Graceful Secrets Medspa, LLC, the care received from emergency medical services, the care from the receiving medical facility, and any other emergency medical equipment and/or personnel needed to treat my condition.

Indemnification Clause

I agree to indemnify, defend, protect, and hold harmless the medical providers employed by Graceful Secrets Medspa, LLC; and their respective officers, directors, employees, stockholders, assigns, successors and affiliates from, against and in respect of all liabilities, losses, claims, damages, judgements, settlement payments, deficiencies, penalties, fines, interest and costs, expenses suffered, sustained, incurred or paid by the indemnified parties, in connection with, results from or arising out of, directly or indirectly, the medical providers employed by Graceful Secrets Medspa, LLC; rendering medical care, services, advice, and/or treatment, my failure to disclose all relevant information regarding my medical and physical condition, acts or omissions, the medical providers employed by Graceful Secrets Medspa, LLC; harm or injury resulting from medical care or pharmaceuticals provided directly or indirectly by the medical providers employed by Graceful Secrets Medspa, LLC. I am aware that all treatments have potential side effects and I have the opportunity to discuss my specific care/treatment. I accept all potential risks with my selected treatment and will not seek indemnification or damages from the indemnified parties.

Financial

THIS ACCOUNT IS SELF-PAY.

I clearly understand and agree that all services rendered to me will be charged to me, and that I am responsible for full payment. I understand that even if I suspend or terminate treatment, any fees for professional services rendered to me or to my dependent will be due and payable per Graceful Secrets Medspa, LLC policies.

I acknowledge that I am responsible for any outstanding fees for services provided to me by Graceful Secrets Medspa, LLC.

Any arrangements that may involve payment plan or payment deferral must be made in writing with the administrator or business manager of the Practice. Verbal agreements are not acceptable.

I understand that Graceful Secrets Medspa, LLC is not able to accept patients with Medicare for certain services such as Direct Primary Care, as well as other services that may be Medicare covered services. I agree to let the staff at the practice know that if I have Medicare. If I have Medicare and am not sure if the service I am interested in is a covered service, I will either check with the practice or check medicare.gov.

I understand that Graceful Secrets Medspa, LLC requires all patients to store an active card on file to hold appointments. (Prepaid credit cards and gift cards are not accepted.) For non-membership based services, this card will be charged in the event of a no-show or late cancellation. For membership based services, this card will be charged for monthly fees, compounding pharmacy medications, special orders, various fees associated with the selected program, and any other fees including but not limited to no-shows, late cancellations, early termination, and late payments.

I understand that for any and all returned checks there will be a \$35 fee and I will no longer be allowed to write checks at the Practice.

In the event services or products have been completed/delivered and the agreed upon method of payment has failed, I understand that I will have 14 calendar days to pay the balance in full prior to being sent to collections. The late fee and declined invoice payment policy will apply.

Late Fees & Declined Invoice Payments

Graceful Secrets Medspa, LLC charges \$35 for declined & late payments. The Practice offers a 7 calendar day grace period for late or declined payments prior to charging this fee and an additional 7 calendar days to allow for full payment of invoices prior to program removal/membership termination. Patients will NOT receive phone calls regarding their declined payment from the practice. Graceful Secrets Medspa, LLC's process is as outlined:

1. Graceful Secrets Medspa, LLC's payment system sends email invoice reminders 7 days prior to scheduled invoice due dates, on the due date, and 1 & 3 days after the due date.
2. Graceful Secrets Medspa, LLC will attempt to charge the card on file on the due date. If the card on file declines, patient will get a notification from the payment system.
 1. Practice requires a card on file from all members, if patient's card is not on file, needs to be changed, or has expired, patient is responsible to pay the invoice manually by the due date. If patient does not have a working card on file, patient will be contacted to place one on file as it is a requirement of the practice. Patient's can save cards on file at the time they pay their invoice, by filling out the Credit Card Authorization form on the online patient portal, or by contacting billing@gracefulsecrets.com and requesting one to be sent to them.

Alternatively, patients can do this at the time they schedule appointment, or by calling the clinic.

3. Patients will have the opportunity to use an alternative method of payment when they receive the notification that their payment method has been declined.
4. If the bill is not paid by the 7 calendar day grace period, patients will incur a \$35 late fee penalty.
5. Patients will then be given an additional 7 calendar days to pay the invoice in full.
6. If the invoice is still not paid patients will be removed from the practice as a patient and any program memberships will be cancelled.
 1. Patients will not receive any additional medications, refills, or services. All refills from pharmacies (if any) will be cancelled. There will be no refunds or proration of any previously or partially paid fees, memberships or services as this is a breach of service contract.

Cancelation of Program Membership

If terminating a program membership prior to term end, fees will apply and no proration of contract will occur. Exceptions to early termination clause may be considered on a case-by-case basis and may require documentation.

An early termination fee of \$75 will apply if canceling the program before the required program participation period.

We require a program cancelation form to be completed from all participants. These can be requested by emailing: Billing@gracefulsecrets.com. The monthly fee for the month that the form is submitted will still apply.

If you have medication refills at a commercial pharmacy, they will be cancelled. We will be unable to honor cancellation requests until current medication (if applicable) has been completed. (Examples- 1 vial of semaglutide: 30 days; 2 vials of semaglutide: 60 days; 30 days of phentermine: 30 days; 90 days of phentermine: 90 days.)

Program/Practice Removal

All patients participating in Graceful Secrets Medspa, LLC programs and services are required to comply with the following:

- On time completion of monthly program virtual check-in (if applicable)
- Comply with any recommended follow-up appointments (if necessary)
- Show willingness and ability to use text, email, online scheduling, and the patient portal for communication
- Follow general program processes as applicable to selected program
- Communicate with practice regarding any changes in health status or regular medication regiment
- Communicate with practice regarding prolonged or aggressive side effects from medications or treatments prescribed or administered by practice

- Keep account current and make timely payments
- Keep a current and active credit card on file
- Provide mutual respect to all individuals in the practice including but not limited to: staff, vendors, patients
- Protect the privacy of other patients that are receiving care in the practice by not sharing any information potentially heard or seen regarding them or their care

Failure to cooperate with these items may result in being removed from the program/practice without refund or completion of services.

Once involuntarily removed from the practice, a service line, or a program, we will be unable to accept you back as a patient to any of our service lines or programs.

Late Cancellation and No Show Policy

I acknowledge that the Practice reserves the right to charge a fee if I do not attend or cancel the scheduled appointment without providing the proper specified amount of notice for cancellations to the Practice as listed on the Graceful Secrets Medspa and Wellness Center website (www.gracefulsecrets.com). Graceful Secrets Medspa, LLC requires the following levels of notice in advance of your appointment for cancellations and/or rescheduling:

- Individual- 24 Hours
- Parties- 5 Days
- Events- 10 Days

Failure to provide the appropriate level of notice (listed above) will result in the following fees:

- Individual- \$50
- Parties- \$50 per no show or late cancellation
- Events- 50% of the price of goods and/or services requested for the timeframe requested.

Late Appointment Arrival Policy

I acknowledge that the Practice reserves the right to reschedule my appointment if I am 10 minutes or more late or unprepared for my scheduled appointment. A fee will be charged for all late cancellations, no-shows, and late show cancellations.

All pre-visit forms (including this general consent form) and intake questionnaires (located on the patient portal) must be completed prior to the appointment. In addition, patient demographics, health history, medication list, allergies, and other necessary health information must be updated in the patient portal prior to the scheduled appointment. The practice does not offer paper consent forms and does not build time into the appointment to complete these tasks. The patient may arrive early for their appointment to use the kiosk at the practice to complete these items.

Any consent forms that are specific to certain procedures or programs can be completed at the time of the visit.

If the necessary pre-visit forms are not completed and/or the patient does not arrive early to complete them, the appointment may need to be rescheduled. If the pre-visit questionnaire information is incomplete, the appointment may need to be rescheduled.

Patient Privacy & Protected Health Information

I understand that under the Health Insurance Portability & Accountability Act of 1996 (HIPAA), I have certain rights to privacy regarding my protected health information. I understand that this information can and will be used to:

- Conduct, plan and direct my treatment and follow-up among the multiple health care providers who may be involved in that treatment directly and indirectly;
- Obtain payment from third-party payers; and
- Conduct normal health care operations, such as quality assessments and physician certifications.

I acknowledge that I have been provided the Notice of Privacy Practices containing a more complete description of the uses and disclosures of my health information. I understand that this organization has the right to change its Notice of Privacy Practices from time to time and that I may contact this organization at any time at the address above to obtain a current copy of the Notice of Privacy Practices.

I understand that I may request in writing that you restrict how my private information is used or disclosed to carry out treatment, payment or health care operations. I also understand you are not required to agree to my requested restrictions, but if you do agree, then you are bound to abide by such restrictions.

I acknowledge that my medical information/records will be released to Graceful Secrets Medspa, LLC. I further acknowledge that my medical information/records will be released from Graceful Secrets Medspa, LLC to my primary care provider, referring/consulting providers and insurance company to process insurance claims as necessary.

I understand that I can request that my medical information be released to additional individuals. I understand that I will need to complete a Release of Records request form prior to any records being shared.

Photography

I consent to photographs, videotapes, digital or audio recordings, and/or images, and any other method to reproduce or edit such Patient's likeness or image now

known or hereafter developed (collectively, "Photography"), taken by Graceful Secrets Medspa, LLC and its staff.

I understand that such Photography will be recorded to document and assist with my care and to assist with Practice's health care operations. I understand that the Photography or a portion of the Photography may become part of my medical record and therefore be protected, used and/or disclosed in accordance with Practice's Notice of Privacy Practices. I further understand that Practice will own the Photography and I will not receive any payment for such Photography, but that I will be allowed to access or view the Photography or to obtain copies of any portion of the Photography that becomes part of my medical record.

Consent to Telemedicine

Telemedicine involves the real-time evaluation, diagnosis, consultation on and treatment of a health condition using advanced telecommunications technology, which may include the use of interactive audio, video or other electronic media. As such, telemedicine allows the provider to see and communicate with the patient in real time. There are potential risks to this technology, including interruptions, unauthorized access and technical difficulties. I understand I can ask questions and seek clarification of the procedures and telemedicine technology at any time.

I consent to Graceful Secrets Medspa, LLC's staff participating in my medical care through the use of telemedicine. I understand that staff may practice in a different location than where I present for in-person medical care, may not have the opportunity to perform an in-person physical examination, and rely on information provided by me. I acknowledge that it is my responsibility to provide information about my medical history, condition and care that is complete and accurate to the best of my ability. I further acknowledge my failure to accurately and completely relay information about my medical history, condition and care may adversely impact Practice's advice, recommendations or decisions about my care. I understand that the practice of medicine is not an exact science and that no warranties or guarantees are made to me as to result or cure.

I understand that if Practice determines in its reasonable professional judgment that telemedicine services will not adequately address my medical needs, I may be required to complete an in-person medical evaluation. I also understand that in the event the telemedicine session is interrupted due to a technological problem or equipment failure, alternative means of communication may be implemented, or an in-person medical evaluation may be necessary. Finally, if I experience an urgent matter after a telemedicine session, such as a bad reaction to a treatment, I should alert my treating provider and, in the case of emergencies, dial 911 or go to the nearest hospital emergency department.

I understand that the disclosure of my Personal Information to Practice, including the audio and/or video, will be by electronic transmission. Although

precautions are taken to protect the confidentiality of this information by preventing unauthorized review, I understand that electronic transmission of data, video images and audio is new and developing technology and that confidentiality may be compromised by failures of security safeguards or illegal and improper tampering.

Off Label Medication Use

I understand that Graceful Secrets Medspa, LLC's staff may prescribe an Off-Label medication to me during my treatment course.

The off-label use of a medication is defined as the use of a medication that is currently approved for use by the FDA in a manner that is different than its approved use. Many medications are commonly used off-label. An example of this would be using certain blood pressure medications for controlling migraine headaches or treating acne, or using medications approved to treat diabetes for weight loss.

I understand that medications will be discussed individually at the time of treatment and that I will have the opportunity to ask questions. I understand that I may decline these medications and/or treatments, however, there may not be an equally effective or affordable alternative therapy available from the practice. I understand that all medications/treatments have the potential for side effects and adverse effects and by taking the prescribed medication, I am assuming the risks.

Compounding Pharmacies & Compounded Drugs

I understand that Graceful Secrets Medspa, LLC's staff may prescribe or use compounded medications from 503A and/or 503B compounding pharmacies.

Compounding pharmacies are regulated by the state board of pharmacy in which they are located, the United States Pharmacopeia, and the DEA if the medication is controlled. Compounding pharmacies must comply with Current Good Manufacturing Practice (CGMP) requirements, report adverse events to the FDA, and provide the FDA with certain information about the products they compound.

NO COMPOUNDED DRUG IS FDA APPROVED. Compounded drugs are exempt from the requirement that a drug go through for the FDA approval process. The FDA approval process is only for manufactured drugs that are commercially available.

I understand that Graceful Secrets Medspa LLC will provide me with a list of the compounding pharmacies they use at my request.

I understand prescribed medications will be discussed individually at the time of treatment and that I will have the opportunity to ask questions. I understand

that I may decline these medications and/or treatments, however, there may not be an equally effective or affordable alternative therapy available from the practice.

I understand that all medications/treatments have the potential for side effects and adverse effects and by taking the prescribed medication, I am assuming the risks.

Consent & Agreement of Terms & Policies

My signature on this document (electronic or otherwise) indicates that I have read and understand the information presented within and agree to comply with the terms and policies contained within.