

**PATIENT AGREEMENT**  
**ROCKWALL'S GEM MD, PLLC**  
*Weight Management Program*

This is an Agreement entered into on \_\_\_\_\_, 20\_\_\_\_ between Rockwall's Gem MD, a Texas Professional Limited Liability Company (Rockwall's Gem MD, Gem MD, US or We), and \_\_\_\_\_ (Patient or You).

**Definitions**

- **Patient.** In this Agreement, "Patient" means the persons for whom the Physician shall provide care, and who have signed this agreement or are listed on the document attached as Appendix B, which is a part of this agreement.
- **Services.** In this Agreement, "Services", means the collection of services, offered to you by Us in this Agreement.

**Background**

Gem MD Weight Management is a physician run program to help patients attain and maintain a healthy weight. Patients will meet with a dietitian/nutritionist and will receive individualized nutrition guidance. Patients will also meet with a medical provider. Weight loss medications can be used for appropriate patients. Both programs are available to all adults and children 12 years and older.

**Gem MD Weight Management Program has two tracks: Jump Start and Goal Attainer/  
Maintainer.**

**Jump Start:** New patients will enroll in the Jump Start track. This is an intensive 3-month program designed to help patients develop a healthy diet to promote weight loss. An initial intake will be done which will consist of a medical history, EKG, and vital signs. Bloodwork will be done for an extra fee at the beginning and end of the program and will consist of a complete blood count, complete metabolic panel, lipid panel, vitamin B12, vitamin D, thyroid stimulating hormone and HgbA1C. Additional blood tests can be done if requested. Patients will have access to weekly contact and support from our dietitian and will receive individualized diet planning. Patients will meet with a medical provider at the beginning and end of the program. Medications can be used to assist weight loss when appropriate.

**Jump Start Fees:**

- Initial Family Registration Fee: **\$150** (*waived for those who are enrolled in Gem MD medical clinic*)
- Monthly Single Membership: **\$195/mo** \_\_\_\_\_
- Monthly Couples Discount: **\$350/mo** \_\_\_\_\_
- Monthly Family Discount for 3 or more living in the same household: **\$450/mo** \_\_\_\_\_
- Paid in Full Single Discount (3 months): **\$450** (*excluding registration fee*) \_\_\_\_\_
- Paid in Full Couples Discount (3 months): **\$900** (*excluding registration fee*) \_\_\_\_\_
- Paid in Full Family Discount (3 months): **\$1200** (*excluding registration fee*) \_\_\_\_\_

**Please indicate which type of membership you are enrolling in.**

**Required Blood Work for Jump Start:** This includes complete blood count, complete metabolic panel, lipid panel, Vit. B12, Vit. D, thyroid stimulating hormone and HgBA1C: **\$72.50 per blood draw.**

**EKG:** Provided at no additional cost. \$     0    

**Total Monthly Jump Start fees:** \$                     

**Goal Attainer/Maintainer:** Patients who have graduated from the Jump Start program are highly encouraged to continue in the Goal Attainer/Maintainer track. It is expected that patients who establish a healthy lifestyle in Jump Start will need ongoing support to achieve and maintain their long-term weight loss goals. This program is designed to meet that need and is available to those who have graduated from Jump Start within the last 12 months. Patients who graduated more than 12 months ago will need to re-enroll in Jump Start. Patients will have access to monthly contact and support from Gem MD weight loss professionals. Adjustments to diet and medications can be made to optimize results. Bloodwork will be done for an extra fee on an as-needed basis. This program requires a commitment of at least three months but patients are encouraged to stay enrolled at least a year.

**Goal Attainer/Maintainer fees:**

- Initial Family Registration Fee: **\$150** (*waived for those who enroll in Goal Attainer/Maintainer directly after Jump Start*) \_\_\_\_\_
- Monthly Single Membership Fee: **\$95/mo** \_\_\_\_\_
- Monthly Couples Discount: **\$150/mo** \_\_\_\_\_
- Monthly Family Discount for 3 or more living in the same household: **\$200/mo** \_\_\_\_\_
- Paid in Full Discount (6 months): **\$475** (*excluding registration fee*) \_\_\_\_\_
- Paid in Full Couples Discount (6 months): **\$720** (*excluding registration fee*) \_\_\_\_\_
- Paid in Full Family Discount (6 months): **\$960** (*excluding registration fee*) \_\_\_\_\_
- **Total Monthly Goal Attainer/Maintainer fees:** \$

**Please indicate which type of membership you are enrolling in.**

- Non-refundable fee. Should your membership lapse or be terminated, the enrollment fee must be paid again for membership to become active.
- I certify that I have read, understand, and agree to the terms set forth in Rockwall's Gem MD Weight Management Program Agreement. I acknowledge that this Weight Management Agreement does not include a subscription or membership in or to the medical clinic, Rockwall's Gem MD Direct Primary Care membership model/offering. I understand that my participation in Gem MD Weight Management Program cannot guarantee any weight loss and that results may vary from patient to patient and that no refunds of fees will be made for patients who do not lose weight. By my signature below, I certify that I have consented to the terms and conditions of this agreement and that I have received a copy of this agreement.

**Signature:** \_\_\_\_\_ **Date :** \_\_\_\_\_

**PATIENT AGREEMENT**  
***Weight Management Program***

1. This agreement starts on the date it is signed and lasts a minimum of three months from that date. By signing the agreement, the patient is agreeing to pay the membership fee for a minimum of three months. Those enrolled in Jump Start will automatically be transitioned to Goal Achiever/Maintainer after three months unless we receive written notification of intent to cancel.
2. Renewal. The Agreement will automatically renew each year on the anniversary date of the agreement, unless either party cancels the Agreement by giving 30 days written cancellation notice.
3. Termination. You have the right to cancel this agreement after the three-month commitment period. After three months, either party can end this agreement by giving the other party 30 days written notice.
4. Payments and Refunds - Amount and Methods. In exchange for the weight loss services detailed above, You agree to pay Us, a monthly fee in the amount that appears in this Agreement.
  - a. This monthly fee is payable when you sign the Agreement, and is due no later than the 25th day of each month thereafter.
  - b. The Parties agree that the required method of monthly payment shall be by automatic payment through a debit or credit card.
  - c. If this Agreement is canceled by either party before the Agreement ends, We will review and settle your account as follows:
    - i. We will refund to You the unused portion of your fees on a per diem basis; or
    - ii. If the Value of the Services you received over the term of the Agreement exceeds the amount You paid in membership fees, You shall reimburse ROCKWALL'S GEM MD in an amount equal to the difference between the value of the services received and the amount You paid in membership fees over the term of the Agreement. The Parties agree that the value of the services is equal to ROCKWALL'S GEM MD's usual and customary fee-for service charges. A copy of these fees is available on request.
5. Non-Participation in Insurance. Your initials on this clause of the Agreement acknowledges the Patient's understanding that neither ROCKWALL'S GEM MD, nor its Physician, participate in any health insurance or HMO plans or panels and have opted out of Medicare. Neither make any representations that the fees paid under this Agreement are covered by the Patient's health insurance or other third-party payment plans. It is the Patient's responsibility to determine whether reimbursement is available from a private, nongovernmental insurance plan or HSA and to submit any required billing. \_\_\_\_\_ (Initial)
6. Medicare. This agreement acknowledges the Patient's understanding that the Physician has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for the Patient by

the Physician. The Patient agrees not to bill Medicare or attempt to obtain Medicare reimbursement for any such services. If the Patient is eligible for Medicare, or becomes eligible during the term of this Agreement, then s/he will sign the Medicare Opt Out and Waiver Agreement attached as Appendix D and incorporated by reference. The Patient shall sign and renew the Medicare Opt Out and Waiver Agreement every two years, as required by law. \_\_\_\_\_ (Initial)

7. This Is Not Health Insurance. Your initials on this clause of the Agreement acknowledges Your understanding that this Agreement is not an insurance plan or a substitute for health insurance. The Patient understands that this Agreement does not replace any existing or future health insurance or health plan coverage that Patient may carry. The Agreement does not include hospital services, or any services not personally provided by ROCKWALL'S GEM MD, or its employees. The Patient acknowledges that ROCKWALL'S GEM MD has advised the Patient to obtain or keep in full force, health insurance that will cover the Patient for healthcare not personally delivered by ROCKWALL'S GEM MD, and for hospitalizations and catastrophic events. \_\_\_\_\_ (Initial)

8. Communications. The Patient acknowledges that although ROCKWALL'S GEM MD shall comply with HIPAA privacy requirements, communications with the Physician using e-mail, facsimile, video chat, cell phone, texting, and other forms of electronic communication can never be absolutely guaranteed to be secure or confidential methods of communications. As such, Patient expressly waives the Physician's obligation to guarantee confidentiality with respect to the above means of communication. Patient further acknowledges that all such communications may become a part of the medical record.

By providing an e-mail address and cell phone number on the attached Appendix B, the Patient authorizes ROCKWALL'S GEM MD, and its Physicians to communicate with him/her by e-mail or text message regarding the Patient's "protected health information" (PHI). The Patient further acknowledges that:

- a. E-mail and text message are not necessarily secure mediums for sending or receiving PHI, and there is always a possibility that a third party may gain access;
- b. Although the Physician will make all reasonable efforts to keep e-mail and text communications confidential and secure, neither ROCKWALL'S GEM MD, nor the Physician can assure or guarantee the absolute confidentiality of these communications;
- c. At the discretion of the Physician, e-mail and/or text communications may be made a part of Patient's permanent medical record; and You understand and agree that e-mail and text messaging are not an appropriate means of communication in an emergency, for time-sensitive problems, or for disclosing sensitive information. In an emergency, or a situation that You could reasonably expect to develop into an emergency, You understand and agree to call 911 or go to the nearest Emergency room, and follow the directions of emergency personnel.
- d. Email/Text Messaging Usage. If You do not receive a response to an email or text message within 24 hours, You agree that you will contact the Physician by telephone or other means.

- e. **Technical Failure.** Neither ROCKWALL'S GEM MD, nor the Physician will be liable for any loss, injury, or expense arising from a delay in responding to Patient, when that delay is caused by technical failure. Examples of technical failures: (i) failures caused by an internet or cell phone service provider; (ii) power outages; (iii) failure of electronic messaging software, or e-mail provider; (iv) failure of ROCKWALL'S GEM MD's computers or computer network, or faulty telephone or cable data transmission; (iv) any interception of e-mail communications by a third party which is unauthorized by ROCKWALL'S GEM MD; or (v) Patient's failure to comply with the guidelines for use of e-mail or text messaging, as described in this Agreement.
9. **Physician Absence.** From time to time, due to vacations, illness, or personal emergency, the Physician may be temporarily unavailable to provide the services referred to above in this paragraph one. In order to assist Patients in scheduling non-urgent visits, ROCKWALL'S GEM MD will notify Patients of any planned Physician absences as soon as the dates are confirmed. In the event of the Physician's unplanned absences, Patients will be given the name and telephone number of an appropriate provider for the Patient to contact. Any treatment rendered by the substitute provider is not covered under this contract, but may be submitted to Patient's health plan.
  10. **Change of Law.** If there is a change of any relevant law, regulation or rule, federal, state or local, which affects the terms of this Agreement, the parties agree to amend this Agreement to comply with the law.
  11. **Severability.** If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part will be amended to the extent necessary to be enforceable, and the remainder of the contract will stay in force as originally written.
  12. **Reimbursement for Services Rendered.** If this Agreement is held to be invalid for any reason, and ROCKWALL'S GEM MD is required to refund fees paid by You, You agree to pay ROCKWALL'S GEM MD an amount equal to the fair market value of the medical services You received during the time period for which the refunded fees were paid.
  13. **Amendment.** No amendment of this Agreement shall be binding on a party unless it is in writing and signed by all the parties. Except for amendments made in compliance with Section 12, above.
  14. **Assignment.** This Agreement, and any rights You may have under it, may not be assigned or transferred by You.
  15. **Legal Significance.** You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that You have had a reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the Agreement.
  16. **Miscellaneous.** This Agreement shall be construed without regard to any rules requiring that it be construed against the party who drafted the Agreement. The captions in this Agreement are only for

the sake of convenience and have no legal meaning.

- 17. Entire Agreement. This Agreement contains the entire agreement between the parties and replaces any earlier understandings and agreements whether they are written or oral.
- 18. No Waiver. In order to allow for the flexibility of certain terms of the Agreement, each party agrees that they may choose to delay or not to enforce the other party's requirement or duty under this agreement (for example notice periods, payment terms, etc.). Doing so will not constitute a waiver of that duty or responsibility. The party will have the right to enforce such terms again at any time.
- 19. Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Texas. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for ROCKWALL'S GEM MD in Rockwall, Texas.
- 20. Service. All written notices are deemed served if sent to the address of the party written above or appearing in Appendix B by first class U.S. mail.

The parties may have signed duplicate counterparts of this Agreement on the date first written above.



\_\_\_\_\_  
Eva Mackey Meyrat, MD, for ROCKWALL'S  
GEM MD, PLLC

\_\_\_\_\_  
Signature of Patient

\_\_\_\_\_  
Name of Patient (printed)

\_\_\_\_\_  
Date

### APPENDIX B PATIENT ENROLLMENT

Monthly fees as set out above shall apply to the following Patient(s), who by signing below agree to the terms and conditions of the Rockwall's Gem MD Weight Management Program

Printed Name		Date of Birth (MM/DD/YYYY)	Age
Home Phone	Work Phone	Cell Phone	Preferred Email
Spouse Name		Date of Birth (MM/DD/YYYY)	Age
Home Phone	Work Phone	Cell Phone	Preferred Email

CHILD / CHILDREN TO WHOM THIS AGREEMENT APPLIES :

Printed Name	Date of Birth (MM/DD/YYYY)	Age
Printed Name	Date of Birth (MM/DD/YYYY)	Age
Printed Name	Date of Birth (MM/DD/YYYY)	Age
Printed Name	Date of Birth (MM/DD/YYYY)	Age