

Financial and Informed Consent

By signing below, I hereby assign my healthcare benefit payments to which I am entitled related to the laboratory services performed to Access Genetics pursuant to the Employee Retirement Income Security Act (ERISA) as defined in 29 CFR 2560-503-1, and applicable state law, to remain in effect until revoked by me in writing. I authorize and direct my insurance carrier(s), to issue payment check(s) directly to Access Genetics for laboratory services rendered to me and/or my dependents. Access Genetics is hereby authorized to initiate on my behalf any complaints regarding my healthcare benefit payments or adverse benefit determinations, as defined in 29 CFR 2560-503-1, with the State Insurance Commissioner for any violation of state insurance laws or the Employee Benefits Security Administration and the Secretary of Labor as it pertains to ERISA, specifically 29 USC 185§1003(A) and 1144(a). Access Genetics is allowed full discovery of any and all information, documentation, policies, procedures and resources used by my insurance carrier to perform an adverse benefit determination, as defined in 29 CFR 2560-503-1, of my covered health benefits. I further authorize Access Genetics to obtain any medical records necessary to appeal or secure payment for any testing services performed on my behalf in the event my insurance has denied or partially reimbursed the service under said benefits. In the event my insurance carrier pays me directly, I agree to notify Access Genetics and forward the payment to them directly. I acknowledge that I am responsible for any amount not covered by insurance. If there is a balance due after my plan benefits have been applied and insurance has paid, I agree to pay that amount within 30 days or I may request the application for the Access Genetics PATH Program to be considered for any adjustments for which I may be eligible. A copy of this document is as valid as the original.

Genetic testing can be complex and we want you to be well informed prior to making a decision to be tested. Your decision to be tested is voluntary and Access Genetics will make qualified counselors available to you to answer any questions. Information about our tests is available either in our test directory or at www.access-genetics.com. You may also call us at 855.323.0680.

Genetic tests offered by Access Genetics analyze for genetic variations. Our tests are not diagnostic, but instead are for the purposes of risk assessment. Persons who learn they are at increased risk for any condition based on a test result may never experience the condition. Conversely, a report of a low risk result could still result in a patient experiencing the condition. Testing ordered may include only selected genes and not all potentially applicable genes. Our tests are intended to help you and your healthcare provider plan and follow a course of treatment using genetic information as a resource.

To perform testing, your specimen will be sent to the Access Genetics laboratory, where DNA will be extracted for the ordered test procedures. You agree to allow Access Genetics to perform the tests ordered and additionally test for markers that are not being reported. The results and the interpretation of tests requested will be reported to the ordering healthcare provider. Your results should be evaluated in the context of personal and family history, the results of physical examination, other laboratory tests, and the clinical expertise of your healthcare provider. You agree that we have no responsibility to notify you of risks revealed by any tests we may perform that were not ordered.

Access Genetics protects the privacy of personal test results and complies with the regulations of the Health Insurance Portability and Accountability Act (HIPAA). We will only release your test results to your healthcare provider or designee, or to another healthcare provider as directed by you in writing, or as otherwise required by federal or state laws. For a copy of our privacy policy, please visit www.access-genetics.com. By signing this consent you agree to allow the laboratory to archive the sample and derivative analysis and data for an indefinite time period. You also agree that Access Genetics may use the specimen, clinical information, and data on any tests performed, whether or not ordered, in a personally de-identified manner for research, educational studies, commercial purposes and/or publication. Any derivative products, tests or discoveries with commercial value are hereby assigned to Access Genetics.

By signing this consent form you acknowledge that you are at least 18 years old, that you have the capacity to consent, and that you do consent to the testing described and other provisions above, and have had adequate explanation and consultation through your healthcare provider.

Patient Printed Name

Patient Signature

(Required to perform testing)

Signature Date

Guardian Signature
(if required)

Signature Date