

Elite Phlebotomy Concierge Service Agreement and Terms & Conditions

Please read these Terms and Conditions ("Agreement", "Terms") carefully before using the mobile phlebotomy and specimen collection services provided by Elite Phlebotomy Concierge ("the Company", "we", "us", or "our"). By booking an appointment or utilizing our services, you ("the Client", "Patient", "Customer") agree to be bound by these Terms.

1. Scope of Services

Elite Phlebotomy Concierge provides mobile, specialized phlebotomy and specimen collection services, including but not limited to:

- Venipuncture (blood draws)
- Specimen processing (centrifuging, aliquoting, freezing)
- Specimen packaging and delivery/shipping to designated diagnostic laboratories
- Specialty kit collections (DNA, ancestry, oncology panels, functional medicine kits)

Critical Disclaimer: Elite Phlebotomy Concierge is an independent, mobile specimen collection service. We are not a diagnostic laboratory, nor are we a medical provider. We do not analyze specimens, interpret test results, or offer medical advice, diagnosis, or treatment.

2. Medical Requisitions & Orders

Physician Order Required: We only perform collections with a valid order or requisition form from a licensed healthcare provider (MD, DO, NP, PA), or through an authorized direct-to-consumer laboratory partner.

Accuracy of Information: The Client is responsible for providing the correct, completed requisition form prior to or at the time of service. Elite Phlebotomy Concierge is not responsible for delayed or rejected testing due to incorrect, missing, or illegible information provided on the laboratory requisition form.

3. Client Preparation & Responsibilities

To ensure a successful and safe collection, the Client agrees to comply with all pre-appointment instructions:

Fasting & Hydration: The Client must follow specific instructions provided by their doctor (e.g., fasting for 8–12 hours). For all blood draws, the Client should be well-hydrated unless medically restricted.

Environment: The Client must provide a clean, safe, well-lit, and smoke-free environment for the phlebotomist to perform the procedure. If the collection cannot be completed due to lack of preparation or patient unavailability at the time of arrival, a rescheduling fee may apply.

Pet/Animal Control: All household pets must be secured in a separate room prior to the phlebotomist's arrival and remain secured for the duration of the appointment.

Disclosures: The Client must inform the phlebotomist prior to the draw if they have a history of fainting during blood draws, are taking blood thinners, have a fistula, mastectomy side restrictions, or have latex allergies.

4. Appointment Booking, Fees, & Payments

Concierge Service Fee: Our fee covers the convenience of a mobile dispatch, professional phlebotomy labor, PPE, and the logistics of specimen handling. **This concierge fee is out-of-pocket and is separate from any fees charged by the processing laboratory.**

Laboratory Costs: The Client is solely responsible for billing their insurance or paying the processing laboratory directly for the actual test analysis. Elite Phlebotomy Concierge does not bill health insurance companies for our mobile services.

Payment Terms: Payment for the mobile concierge service is due at the time of booking or immediately upon service completion, as determined by our current booking policy. We accept major credit cards, debit cards, and approved digital payment methods.

5. Cancellation, Rescheduling, & No-Show Policies

Cancellation Window: Cancellations or rescheduling requests must be made at least 24 hours prior to the scheduled appointment time.

Late Cancellation/No-Show Fee: Cancellations made less than 24 hours in advance, or instances where our phlebotomist arrives and the Client is not present, refuses service, or cannot be drawn due to improper pre-test preparation (e.g., failed to fast), will result in a non-refundable fee up to the full amount of the concierge service charge. I agree to pay the non-refundable flat concierge fee based on my service(s) and zone. This fee covers the travel and professional collection service.

All cancellations will be charged an inconvenience fee of \$50. However, the original payment will be transferred if a new appointment is rescheduled at the time of canceling the original appointment. A fee for service will be added if any additional test(s) is added to the appointment. If you are unable to reschedule using the portal, please send a request to reschedule by sending an email to info@elitephleb.com). Please include your name, original appointment date/time and address in the email.

Unsuccessful Draw Attempt: Human anatomy varies. If our certified phlebotomist makes a reasonable, professional attempt (maximum of two punctures per industry standard) but is unable to successfully obtain the sample due to difficult venous access, rolling veins, or dehydration, a partial or full-service fee may still apply to cover travel and labor costs.

6. Specimen Handling, Shipping, & Processing

Chain of Custody: Elite Phlebotomy Concierge adheres to strict industry-standard protocols for specimen labeling, processing, and temperature management (refrigerated, frozen, or ambient) from the moment of collection until handoff.

Third-Party Courier/Laboratory Liability: Once the specimen is handed over to a third-party courier (e.g., FedEx, UPS, DHL) or dropped off directly at a laboratory facility (e.g., Labcorp, Quest Diagnostics), Elite Phlebotomy Concierge is no longer liable for the specimen.

Lost, Damaged, or Compromised Samples: We are not liable for delayed, lost, degraded, or rejected samples caused by shipping delays, weather, laboratory handling errors, or transit damage caused by third-party carriers. In the rare event a sample is compromised while in our immediate possession, our liability is strictly limited to performing a complimentary re-draw.

7. Clinical Safety, Refusal of Service, & Right to Terminate

Phlebotomist Safety: We maintain a zero-tolerance policy for verbal abuse, physical threats, sexual harassment, or hostile behavior toward our staff.

Right to Refuse: Our phlebotomists reserve the absolute right to refuse or terminate service immediately if they deem the environment unsafe, unsanitary, hostile, or if the client is heavily intoxicated, combative, or physically unable to safely undergo the procedure. If service is terminated for these reasons, the full fee will be charged.

8. Privacy & Confidentiality (HIPAA Compliance)

Protected Health Information (PHI): Elite Phlebotomy Concierge is fully committed to protecting your privacy and complies with all applicable standards of the Health Insurance Portability and Accountability Act (HIPAA). I acknowledge that my health information will be handled in accordance with HIPAA standards. I consent to receiving appointment updates via the contact information provided.

Data Usage: Your personal and medical information will only be used to facilitate your appointment, coordinate with your ordering physician or lab, and process payments. We will never sell or rent your information to third parties.

9. Assumption of Risk & Limitation of Liability

Inherent Risks: Venipuncture is a minor medical procedure with inherent risks. By consenting to service, the Client acknowledges that risks include, but are not limited to localized pain, bruising (hematoma), minor bleeding, lightheadedness, fainting, nerve irritation, or, in very rare cases, localized infection.

Limitation of Liability: To the maximum extent permitted by applicable law, Elite Phlebotomy Concierge, its owners, employees, and independent contractors shall not be liable for any indirect, incidental, special, or consequential damages resulting from our services. Our total liability for any claim arising out of or relating to our services shall not exceed the total amount paid by the Client to us for the specific service in question.

10. Governing Law & Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State in which Elite Phlebotomy Concierge is registered and operating, without giving effect to any principles of conflicts of law. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts of that jurisdiction.

11. Amendments & Modifications

Elite Phlebotomy Concierge reserves the right to modify, amend, or change these Terms and Conditions at any time. Any changes will be updated on our website and will apply to all bookings made after the date of publication. Your continued use of our services constitutes acknowledgment and acceptance of the updated Terms.

12. Client Consent & Acknowledgment

By checking the "I Agree" box during online booking, signing our physical intake paperwork, or verbally consenting to undergo a collection procedure by our technician, you acknowledge that you have read, understood, and voluntarily agree to all the terms, liabilities, and policies outlined in this Agreement.