

Optimage Health, Inc

PRIVATE MEDICAL PRACTICE AGREEMENT

Effective Date: _____

Patient(s) with Date(s) of Birth: _____

Street Address: _____ City, State, Zip: _____

Phone Numbers: (home): _____ (mobile): _____

Mailing address: _____ City, State, and Zip: _____

Social Security Number of Primary Patient: _____

Responsible Party: _____

Email: _____

PLEASE CHECK HERE IF RESPONSIBLE PARTY INFORMATION IS SAME AS PATIENT (Responsible Party and Patient(s) will be collectively referred to as "Patient" in this Agreement.)

Street Address: _____ City, State, Zip: _____

Phone Numbers: (home): _____ (mobile): _____

Mailing address: _____ City, State, and Zip: _____

Social Security Number: _____

Email: _____

Optimage Health, Inc. ("Medical Practice") offers the following "Optimage Prime" PHR Support subscription benefits not covered by health insurance plans/Medicare, and in excess of legally mandated patient electronic health records access rights:

- Secure electronic messaging with Dr. Motyka via a secure portal.
- Dr. Motyka cell phone and text messaging communications for medical education questions, including after hours and on weekends.
- Telephone visits and virtual video visits when appropriate without having to make an office visit in person.
- Same or next business day electronic communication response.
- Patient may use PHR communication portal amenities to secure educational guidance and complimentary/integrative medical information from specialists and consultants.
- PHR Support explicitly excludes Patient access to or the receipt of any and all electronic medical records as mandated by HIPAA/HITECH or any other applicable law, and any applicable copy or administrative charges for paper copies shall conform to applicable state law.

In addition to the PHR Support outlined above, Optimage Prime subscription will also include the following amenities beyond health insurance plans/Medicare coverage benefits (all collectively “Optimage Prime Amenities”):

- Annual extended wellness and anti-aging evaluation (in addition to Welcome to Medicare physical and Annual Wellness Visit) on a routine basis regardless of condition (we do not wait for illness, we act preemptively to try to avoid it):
 - Heart rate variability and coherence analysis.
 - Functional medicine nutritional and supplement analysis for adequacy and appropriateness.
 - Pulmonary function testing and assessment of lung age.
 - Bio-impedance analysis of percentages of body fat, muscle and toxicity levels.
 - Acupuncture pulse diagnosis and 5-elements analysis.
 - Targeted wellness and anti-aging counseling.
- Optimage Prime patients receive expedited & priority scheduling for:
 - Acupuncture and hypnosis provided at a competitive rate with alternative provider information provided to Patient.
 - Aesthetic services (Botox, fillers.)
- Ear acupuncture treatments provided free of charge.
- Family Practice
 - Full educational and complimentary/integrative medical support provided to Patient and to all treating hospitalists for inpatient care while in hospital.
 - Integration with:
 - Functional medicine (systems biology).
 - Nutritional, anthropometric and physiological assessments; naturopathic, herbal and nutraceutical therapies.
 - Acupuncture, Chinese herbalism, guided imagery and clinical hypnosis.
 - Nutritional supplements provided at a competitive rate with alternative provider information provided to Patient.
- Aesthetic services available at a competitive rate with alternative provider information provided to Patient:
 - Botox and other FDA approved targeted neurotoxins.
 - Cosmetic fillers (Restylane, Perlane, Radiesse, Juvederm and Sculptra).
 - Microdermabrasion.

Optimage Prime Amenities (included PHR Support) are covered by the Medical Practice annual fee. Patient must never submit to Medicare or any plan a request for reimbursement for the Medical Practice annual fee. Medical Practice is not an insurance company, and is not providing a version of insurance or promising unlimited care for a monthly or annual fee. Patient must procure health insurance as required by applicable law. Medical Practice will be “out of network” under non-Medicare health insurance plans. Medical Practice will provide Patient a “superbill” for the routine annual wellness physical Optimage Prime amenity, and Patient may submit that superbill for out-of-network plan reimbursement to private health insurance plans (reimbursement is unlikely but possible) but in no event shall that superbill or any other Medical Practice charges be provided to Medicare for reimbursement.

Patient may request and require extraordinary Medical Practice house calls that trigger travel costs not covered by Medicare or any applicable medical plan for home or hospital or health-related travel by the Medical Practice physician. Unless Patient subscribes to a tier that includes house call or off-site travel cost waiver, Medical Practice reserves the right to charge a reasonable and non-discriminatory rate negotiable between Patient and Medical Practice per such event to reimburse Medical Practice for travel-related costs. Patient may not submit the house call travel cost reimbursement fee to Medicare or Insurance Plans for payment.

Medical Practice reserves the right to charge Patient reasonable fees and costs for immunizations.

Medical Practice Annual Fee. The annual fee for Optimage Prime Amenities is as follows (please check the appropriate box):

- Individual: \$2,400.00 (\$200.00 / month)
Name: _____
- Family (two individuals in household): \$3840 (\$320.00 / month, 20% discount)
Name(s): _____
- Child (per child in household up to age 21): \$960.00 (\$80.00 / month, 60% discount)
Name(s): _____

Medical Practice participation is personal to each individual accepted into the Medical Practice, and may not be assigned. The Medical Practice reserves the right to adjust any fees on an annual basis. Either party may terminate participation this Agreement with thirty (30) days written notice and any portion of the Optimage Prime Medical Practice annual fee paid by Patient and unearned shall be refunded to Patient in the form of a check. The majority of annual fees for Optimage Prime Amenities is deemed earned with the delivery of the routine annual routine wellness physical and will not be refunded thereafter. The Medical Practice may terminate this Agreement at any time should Patient fail to timely pay the annual fee or statements for health care services provided, or violate Medical Practice policies or instructions communicated to Patient. Participation in the Optimage Prime Amenities is limited to a select number of participants in order to preserve and retain the personal private

character of health care services provided, and Patient's annual renewal is in the sole discretion of the Medical Practice.

Payment Options: The Medical Practice has several options for your convenience:

For payment in full, the payment options are by personal check (made payable to Optimage Health, Inc.,) credit card, ACH automatic checking account payment, or debit card. For payment by installment, either an ACH automatic checking account payment must be authorized or a credit or debit card is required and your card will be automatically charged on the same day of each month, based on the starting date of the subscription.

- Payment in full at time of signing this Agreement and totaling \$_____
- Payments in equal Monthly installments to be charged to the credit or debit card on file in the amount of \$_____ once a month.

Patient authorizes the Medical Practice to charge any monthly fee installments on Patient's ACH authorization, or credit or debit card, until such authorization is revoked by Patient or this Agreement is terminated. Patient may elect to authorize additional billing fees for professional services from the above-referenced credit or debit card. All charges are subject to the Medical Practice's customary administrative fees.

Some health care services provided by the Medical Practice may not be covered by insurance and may be outside the Optimage Prime Amenities outlined above. Patient will be solely financially responsible for Medical Practice's reasonable and customary charges for such services, disclosed in advance. Patient will be billed immediately upon service within thirty (30) days of such billing for: 1) any fees not collected at the time of health care service; and 2) charges for health care services provided not covered as an Optimage Prime amenity.

The Medical Practice annual fee is a fee charged for Patient to secure PHR Support and Optimage Prime Amenities. Patient's enrollment and participation in the Medical Practice shall be completed with the execution of this Agreement by each patient and responsible party, the receipt of the applicable annual fee. This Agreement shall be governed by the laws of the State of California without application of choice-of-law principles. This Agreement replaces and supersedes all prior agreements between Patient, and the Medical Practice. This Agreement may not be modified absent a writing signed by Patient and an authorized representative of the Medical Practice. If any term of this Agreement is deemed invalid or in violation of any superseding law or policy, the remaining terms of this Agreement shall remain in full force and effect.

Dr. Motyka is honored to be your physician, and looks forward to being your health care advisor, advocate, and coach. **THANK YOU!**

SIGNED BY (for each participating patient over the age of 21, a signature is required below):

Optimage Health, Inc.

Signature:



D. Dawn Motyka

Title: President, Optimage Health, Inc.

RESPONSIBLE PARTY/PATIENT:

Primary Patient:

Printed Name: _____

Signature:

Printed Name: _____

Relationship to Patient: _____

Signature:

Printed Name: _____

Relationship to Patient: _____

Signature:

Printed Name: _____

Relationship to Patient: _____

Signature:

PATIENT- PHYSICIAN ELECTRONIC COMMUNICATIONS AGREEMENT

Dr. Dawn Motyka (“Medical Practice”) and _____ (“Patient(s)”) herein enter into this Patient-Physician Electronic Communications Agreement (“PHI Agreement”) regarding the use of email or other electronic communications/transmissions:

1. Emails and other electronic communications may be utilized for:

- Prescription Refills;
- Appointment scheduling;
- Patient education; and
- Online consultations.

2. The fees that will be assessed for the above shall be as follows:

<u>Service</u>	<u>Fee</u>
Prescription Refills	Covered by the annual Medical Practice fee
Appointment scheduling	Covered by the annual Medical Practice fee
Patient education	Covered by the annual Medical Practice fee
Online consultations	Covered by the annual Medical Practice fee

3. For all other Patient services, Medical Practice and Patient may use telephone (landline or mobile), facsimile, mail, or in-person office visits.

4. Under no circumstances shall email or electronic communications be used by Patient or Medical Practice in emergency situations. If Patient is in an emergency situation, Patient must call 9-1-1.

5. Medical Practice values and appreciates Patient’s privacy and takes security measures such as encrypting Patient’s data, password-protected data files and other authentication techniques to protect Patient’s privacy. Medical Practice shall comply with HIPAA/HITECH with respect to all communications subject to the terms of this PHI Agreement reflecting Patient’s explicit consent to certain communication amenities.

6. Patient acknowledges that electronic communication platforms and portable data storage devices are prone to technical failures and on rare occasions Patient’s information or data may be lost due to technical failures. Patient nevertheless authorizes Medical Practice to communicate with Patient as set in this PHI Agreement. Patient shall hold harmless Medical Practice and its owners, officers, directors, agents, and employees from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of or caused by such technical failures that are not directly caused by Medical Practice.

7. Medical Practice will obtain Patient's express consent in the event that Medical Practice must forward Patient's identifiable information to any third party. Patient hereby consents to the communication of such information as is necessary to coordinate care and achieve scheduling.

8. Patient acknowledges that Patient's failure to comply with the terms of this PHI Agreement may result in Practice terminating the email and electronic communications relationship, and may lead to the termination of the Patient's agreement for Medical Practice services.

9. Patient hereby consents to engaging in electronic and after-hours communications referenced above regarding Patient's personal health information (PHI). Patient may also elect to designate immediate family members and/or other responsible parties to receive PHI communications and exchange PHI communications with such designated family members and/or other responsible parties. Patient acknowledges that all electronic communication platforms, while convenient and useful in expediting communication, are also prone to technical failures and on occasion may be the subject of unintended privacy breaches. Response times to electronic communication and authentication of communication sources involve inherent uncertainties. Patient nevertheless authorizes the Medical Practice to communicate with Patient regarding PHI via electronic communication platforms referenced in this Agreement, and with those parties designated by Patient as authorized to receive PHI. The Practice will otherwise endeavor to engage in reasonable privacy security efforts to achieve compliance with applicable laws regarding the confidentiality of Patient's PHI and HIPAA/HITECH compliance.

10. In any event, the following services performed by the Medical Practice shall not be the subject of additional charges to Patient: maintaining PHI storage systems, recouping capital or expenses for PHI data access, PHI storage and infrastructure, or retrieval of PHI electronic information. However, Patient's PHR Support subscription fee may include skilled technical staff time spent to create and copy PHI; compiling, extracting, scanning and burning PHI to media and distributing the media with media costs; Medical Practice administrative staff time spent preparing additional explanations or summaries of PHI. If Patient requests that Patient's PHI be provided on a paper copy or portable media (such as compact disc (CD) or universal serial bus (USB) flash drive), Medical Practice's actual supply costs for such equipment may be charged to Patient.

11. This PHI Agreement will remain in effect until Patient provides written notice to Medical Provider that Patient revokes this PHI Agreement or otherwise revokes consent to communicate electronically with Medical Practice. Patient may revoke this PHI Agreement at any time, and agrees to provide Medical Practice thirty (30) business days to remove Patient from any PHI electronic communications database or network after written revocation. Revocation of this PHI Agreement will not affect Patient's ability to receive medical treatment, but will preclude Medical Practice from providing treatment information in an electronic format other than as authorized or mandated by applicable law.

SIGNED BY: for each participating patient over the age of 21, a signature is required below

Optimage Health, Inc.

Signature:

D. Dawn Motyka

Title: President, Optimage Health, Inc.

RESPONSIBLE PARTY/PATIENT:

Primary Patient:

Printed Name: _____

Signature:

Printed Name: _____

Relationship to Patient: _____

Signature:

Printed Name: _____

Relationship to Patient: _____

Signature:

Printed Name: _____

Relationship to Patient: _____

Signature:

Printed Name: _____

Relationship to Patient: _____

Signature:
