

# ORIGINS HEALTH

## Patient Service Agreement

**Note:** You need to make a choice about receiving these health care services.

The purpose of this form is to help you make an informed decision about whether or not you want to receive preventative health services, knowing that you will have to pay for it yourself.

You understand and acknowledge that this Agreement is not an insurance plan and is not a substitute for a health insurance plan or health insurance coverage. **It is not intended to replace any health insurance plan or coverage that You may carry. You further understand and acknowledge that ORIGINS HEALTH does not accept health insurance, including Medicare, and will not bill or submit any claim for any Services rendered under this Agreement, and You understand and acknowledge that the fees paid under this Agreement are not covered by any health insurance plan or coverage, including Medicare, You may carry.**

**Note:** Your health information will be kept strictly confidential. Any information that we collect about you will be kept strictly confidential and treated as any other medical record utilizing the national guidelines set forth in the Health Insurance Portability and Accountability Act (“HIPAA”).

### PATIENT SERVICE AGREEMENT

This Patient Service Agreement is entered into between ORIGINS HEALTH (“ORIGINS HEALTH”) and the undersigned patient (“Patient”) for membership in Preventative Health Practices and access to the services defined herein (the “Agreement”). ORIGINS HEALTH and Patient shall hereinafter be referred to as individually the “Party” and collectively as the “Parties.”

#### 1. ORIGINS HEALTH SERVICES

- Member Services. ORIGINS HEALTH is a professional health service entity that provides preventative lifestyle services that enables its Members to access and consult with a professional practitioner anytime, anywhere via ORIGINS HEALTH proprietary system, methods and protocols. As a Member, Patient and his or her covered family members will have unlimited access to certain member services, including, but not limited to monthly wellness checkups, 20% discount on additional clinic services, member seminars and member social gatherings associated with preventative health practices.
- Professional Services. Patient and his or her covered family members will have 24/7 access to preventative lifestyle services from professional practitioners via office visits, skype/facetime visits, phone calls, and text. These services include personal health consultations, bodywork therapies, custom herbal formulas, etc.

- Patient acknowledges and understands that he or she will not receive any services from ORIGINS HEALTH or its Professional Practitioners unless defined as a Member Service or Professional Service under this Agreement or ORIGINS HEALTH policy. Patient acknowledges and understands that ORIGINS HEALTH and its Professional Practitioners are engaged for limited purposes and are not his or her primary care physician.
- ORIGINS HEALTH and its Professional Practitioners may prescribe herbal formulas or other treatments, procedures, services or products to Patient in connection with Patient's treatment; however, to the extent that such recommendations, treatments, procedures, services or products are discussed by the Professional Practitioners, neither ORIGINS HEALTH (to the extent applicable), nor the Professional Practitioners shall be deemed to be making claims, express or implied, as to the efficacy for any medical condition. Patient shall contact a primary care physician or specialist regarding any issues that may be identified or arise during receipt of Member Services and Professional Services pursuant to this Agreement.
- Patient acknowledges and understands that the scope and delivery of the ORIGINS HEALTH Services set forth in this Section may be amended or modified at any time at the sole discretion of ORIGINS HEALTH.

## **2. BILLING AND PAYMENT**

- Membership Fee. Each Patient shall be responsible for and agrees to pay a \$50 (USD) fee per calendar month ("Membership Fee"). The Membership Fee shall cover all costs and expenses owed by Patient for access to and receipt of Member Services as defined in Section 1.1 herein. If Patient elects to enroll his or her immediate family members, Patient shall be responsible for and agrees to pay an additional Membership Fee of \$25.00 (USD) per calendar month per person to cover all immediate family (dependents under the age of 22 years). Each covered family member shall be considered separately for any additional fees set forth herein for services received pursuant to this Agreement.
- Patient understands and agrees that an Initial consultation Fee (\$150) shall be paid prior to enrollment by completing the payment forms and the Initial Intake Forms provided by your Practitioner. There will be an initial consultation and review of findings provided to the patient with a treatment protocol set forth.
- The Membership Fee will be a monthly recurring, automatically renewing fee scheduled to occur the 1<sup>st</sup> day of the next calendar month.
- If the Membership Fee is not paid by the fifteenth (15th) day of each month, except if due to an error or failure by ORIGINS HEALTH or its representatives, Patient may be subject to a late charge of \$5.00 (USD) per member and interest thereafter at the rate of one and one-half percent (1.5%) per month on the outstanding balance, or the highest amount permitted by law, whichever is lower.
- Professional Services Fee. Patient shall be responsible for and agrees to pay the costs of any additional Professional Services rendered above and beyond this Agreement by Patient and/or each covered family member. These services will include any additional treatment, herbs, body work therapy, etc. These additional treatments are offered at a 20% discount to members off of the standard service pricing for non-members.

- The annual sum of the Membership Fee will cover a specific number of Professional Services per Member per service year based on timed increments. If the costs of the Professional Services received by Patient and/or each covered family member during the service year exceeds the annual sum of the Membership Fee, Patient shall be responsible for and agrees to make payment for the balance of the Professional Fees as billed. ORIGINS HEALTH will invoice Patient one time per annum for the balance of the Membership Fees as of the invoice date. ORIGINS HEALTH shall not refund or carry over to the following service year any advanced payments unused in the Membership Fee. Payment in full is due within thirty (30) days upon the invoice date, unless prior arrangements have been made with the written acknowledgment of ORIGINS HEALTH.
- ORIGINS HEALTH may, but is not required to, offer discounted fees or similar incentives to Patient from time-to-time depending on financial hardship, without changing the Patient's liability for the fees incurred hereunder, it being explicitly agreed that ORIGINS HEALTH is under no obligation to extend such other discounted fees or incentives to Patient. ORIGINS HEALTH has sole discretion as to who receives discounts, the amounts of discounts, when discounts are issued and all other issues related to the issuance of discounts.
- The fee amounts in this Section may change annually or at any time pursuant to an amendment to this Agreement at the sole discretion of ORIGINS HEALTH for any reason. ORIGINS HEALTH shall provide online notice of such change at least thirty (30) days prior to the effective date of any rate increase, unless such rate increase is caused by a change in law or regulation, or a change in the cost of providing services, in which case, ORIGINS HEALTH may give notice of an immediate rate change.
- Patient understands that the fees in this Section do not include the costs of any herbal medicines or other treatment, procedure, service or product provided by separate independent entities or individuals that may be prescribed or recommended by ORIGINS HEALTH and its Professional Practitioners in connection with the Patient's treatment. Patient understands that he or she may receive one or more separate invoices for such herbal medicines and other treatments, procedures, services or products and is wholly responsible for payment of such costs, and further understands, that the independent entities and individuals will have their own billing and collection practices.

### **3. INSURANCE DISCLAIMER**

- Patient represents and warrants that the ORIGINS HEALTH Services to be provided pursuant to this Agreement are not covered under any public or private health insurance program. Notwithstanding the above, Patient understands and agrees to be wholly responsible for the payment of any and all costs due and that may become due pursuant to this Agreement, regardless of the existence of coverage for such items or services under any public or private health insurance program.
- Patient understands and agrees not to submit a claim, bill to or seek reimbursement from any public health program (i.e. Medicare, Medicaid, Tricare, Veterans Affairs and Federal Benefits) or any private health insurance plan or worker's compensation plan for any item or service received pursuant to this

Agreement. Patient understands that he or she will not be able to appeal any determinations that public health program, private health insurance plan, or worker's compensation plan will not pay for any item or service received pursuant to this Agreement.

#### **4. Patient Responsibilities**

- Patient understands that it is the Patient's responsibility to gain access to the clinic, a telephone, computer, email, the internet or video conferencing service to facilitate the provision of ORIGINS HEALTH Services under this Agreement.
- Patient understands that it is the Patient's responsibility to provide ORIGINS HEALTH and its Professional Practitioners with accurate and complete medical records, history and descriptions of the Patient or covered family member's condition and physical well-being. Patient understands that, as with any service, to the extent that information provided is not accurate and complete, the services provided by ORIGINS HEALTH and its Professional Practitioners may be materially affected and Patient assumes any risk, and takes full responsibility and waives any claims against ORIGINS HEALTH and its Professional Practitioners for personal injury, death or damages as a result and agrees to the extent permitted by applicable law to defend, indemnify and hold harmless ORIGINS HEALTH and its Professional Practitioners from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which in any manner result from inaccurate or incomplete information provided by Patient or its authorized representative.
- Patient understands that he or she is responsible for requesting and bearing the costs of copying any medical records necessary for ORIGINS HEALTH and its Professional Practitioners to provide services under this Agreement as set forth in Terms of Use.

#### **5. Term and Termination**

- This Agreement shall automatically renew each month from the first day of the month after the Patient first enrolls as a Member. Patient may immediately terminate this Agreement without cause upon written or electronic notice to ORIGINS HEALTH. If Patient terminates this Agreement, he or she will not receive a pro-rata refund of the remainder of the month's Membership Fee. Patient will be allowed to access Member Services and Professional Services for the remainder of the month if applicable. If Patient terminates this Agreement within five (5) days prior to the next recurring, automatically renewing, monthly billing cycle, Patient will be responsible for the next month, during which such time Patient will have access to the Member Services and Professional Services, and this Agreement will terminate at the expiration of said next month. Termination of this Agreement shall not relieve Patient of responsibility for any obligation, whether of payment or performance, incurred prior to termination but remaining unsatisfied as of the date of termination. There shall be a \$35 cancellation fee if Patient terminates this Agreement enrollment within ninety (90) days based on the date that Patient first enrolls as a Member.

#### **6. MISCELLANEOUS**

- Patient Consent. If Patient is unable to sign, consent for treatment is given by his or her duly authorized representative. For purposes of this agreement, the term

“Patient” includes any representative(s) of Patient authorized to make decisions and sign this Agreement on the Patient’s behalf.

- Assignment. Patient and its covered family members shall not assign this Agreement, nor its right, title or interest herein assigned, transferred, conveyed, sublet or otherwise disposed of without the express written consent of ORIGINS HEALTH and any attempts to assign this Agreement without written consent are null and void. ORIGINS HEALTH will not necessarily be the provider of services under this Agreement and Patient may be provided services under this Agreement by a contracted professional medical individual or entity. Patient agrees that ORIGINS HEALTH may delegate responsibilities related to the ORIGINS HEALTH’s Services to one or more independent contractors.
- Carrier Lines. Patient acknowledges that in connection with the access and use of ORIGINS HEALTH Services that such services will be provided over various communication lines, and information may be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices (collectively, “Carrier Lines”) owned, maintained, and serviced by third-party carriers, utilities, and internet service providers, all of which are beyond ORIGINS HEALTH’s control. ORIGINS HEALTH assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the carrier lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the carrier lines. Use of the Carrier Lines is solely at the Patient’s risk and is subject to all applicable local, state, federal, and international laws.
- No Third-Party Beneficiary. No provision of this Agreement shall be construed to confer any third-party beneficiary rights to any non-party other than covered family members.
- Supervening Circumstances. ORIGINS HEALTH shall not be deemed in violation of any provision of this Agreement if it is prevented from performing any of its obligations by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control. This Section shall not apply to obligations imposed under applicable laws and regulations.
- Compliance. Any provision of law or regulation or judicial or administrative interpretation of same that invalidates, or otherwise is inconsistent with the terms of this Agreement that, in the reasonable judgment of either party, would cause one or both parties to be in violation of law or regulation shall be deemed to have suspended the terms of this Agreement; provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law and regulations.
- Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations

of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, unless to do so would contravene the present valid and legal intent of the Parties.

- Survival. All provisions of this Agreement that by their nature or express terms survive the expiration or termination of this Agreement, shall survive such expiration or termination.
- Governing Law; Venue. This Agreement shall be enforced and construed in accordance with the laws of the State of California. Jurisdiction of any litigation with respect to this Agreement shall be in California, with venue in a court of competent jurisdiction or any other court having competent jurisdiction in the State of California. The only information released shall be the minimum necessary. In any action, declaratory or otherwise, arising out of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and related costs to be paid by the other party.
- Entire Agreement. This Agreement, including any exhibits or schedules annexed hereto, constitutes the entire understanding and agreement between the parties with regard to all matters herein. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement supersedes, in the entirety, any and all previous agreements, whether oral or written, between the parties concerning the subject matter hereof.
- Counterparts. This Agreement may be signed in any number of counterparts, no one of which need be signed by more than one party, and all such counterparts, when duly executed, will be considered an original of one and the same document.

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.**

Patient

Signature

Date

Parent (if minor is client)

Signature

Date