

HEIGHTENED HEALTH FUNCTIONAL FAMILY MEDICINE CENTER PRIVATE PRACTICE-PATIENT AGREEMENT

This Private Practice-Patient Agreement (“Agreement”) specifies the terms and conditions under which, you, the undersigned patient (“Patient”) may voluntarily elect to participate in the healthcare services defined below offered by Heightened Health, S.C., an Illinois professional corporation dba Heightened Health Functional Family Medicine Center (“Practice”), with such services further described in Schedule A and as follows:

- Practice’s comprehensive integrative/Functional medicine diagnostic routine exam services that may include integrative hormone health and wellness services, provided regardless of medical condition or necessity, supported by follow-up routine diagnostic exams as further specified in Schedule A (collectively “Wellness Exams”); and
- An online health data storage and communication facilitation platform plan designed to provide efficient and reliable electronic communication and health data storage support for Wellness Exams and to help Patient to achieve Wellness Exams-based health goals (“Health Data Plan”). Wellness Exams and the Health Data Plan described in Schedule A are collectively the “Wellness Exam Services” and Patient and Practice are referred to individually as “Party” or collectively as the “Parties”.

WELLNESS EXAM SERVICES

Practice makes Wellness Exam Services available to Patient in exchange for Patient’s payment of the program subscription fees outlined in Schedule A (“Services Fees”). Services Fees may increase from time to time with Patient’s voluntary consent in advance but will apply to renewal terms. If Services Fees increase, Practice will notify Patient in writing with the option to consent to the increase.

Practice reserves the right to update the Wellness Exam Services in Schedule A from time to time, and if it does, Practice will notify Patient of any changes within thirty (30) days after a change is made and shall secure Patient’s voluntary consent to any such modification of Wellness Exam Services or Services Fees. Wellness Exam Services exceed or are beyond those covered by Patient’s Medicare, Medicaid, or private insurance plan (collectively “Plan”). Because Wellness Exam Services may include integrative medicine alternatives, Patient provides informed consent to such services as documented in the attached Schedule B.

PAYMENT OPTIONS

Patient may pay the Services Fees with ACH or credit card monthly. Wellness Exam Services costs are designed to qualify as eligible medical expenses such that Patient may pay Services Fees with health saving account (“HSA”) funds or with flexible spending account (“FSA”) fund or health reimbursement account (“HRA”) funds, but this is not assured or promised. Patient must confirm eligibility with Patient’s tax expert or FSA/HRA plan coordinator as Practice cannot guarantee medical expense eligibility due to variable factors applicable to each Patient. Services Fees cover the availability of the Wellness Exam Services selected by and subscribed to by Patient for a period of one (1) year.

RENEWALS AND TERMINATION

This Agreement will automatically renew one (1) year from the date of this Agreement unless the Practice receives written notice from Patient to terminate this Agreement thirty (30) days before Patient’s renewal date or Practice terminates the Agreement. Failure to pay the renewal Services Fees before the expiration of the prior period may result in termination of this Agreement. The Practice is permitted to terminate this

Agreement with thirty (30) days prior written notice to Patient, in which case Patient will receive a prorated refund of the Services Fees but the delivery of any Wellness Exams renders Services Fees substantially earned by Practice.

HEALTH CARE SERVICES EXCLUDED FROM SERVICES FEES

Services Fees cover only the availability of Wellness Exam Services subscribed to by Patient as described in this Agreement and Schedule A. If the Practice provides services other than the Wellness Exam Services described in this Agreement and listed in Schedule A, the Parties may agree upon any additional charges, if any, to the extent the Patient's Plan does not cover those services. Patient acknowledges that either Patient or Patient's Plan will be responsible for such additional charges for services outside of Services. Any charges to Patient for any services outside of Plan coverage and Wellness Exam Services will be at Practice's usual, reasonable and customary rates with Patient's advance consent. Plan co-payments, deductibles, and the costs for all services other than Wellness Exam Services are the sole responsibility of the Patient.

ELECTRONIC COMMUNICATIONS

If Patient wishes to communicate through electronic mediums with the Practice, Patient needs to be aware that electronic mediums may not always constitute a secure method for sending or receiving sensitive personal health information. Practice will take reasonable steps to keep Patient's communications confidential and secure and comply with applicable health data privacy obligations under applicable laws. In the event the communication is time-sensitive and requires quick or urgent or emergent healthcare response, Patient must communicate with their primary care healthcare professional and/or secure immediate emergency room/ER medical attention. If Patient experiences any side effects or worsening conditions (that do not constitute an emergency or time-sensitive situation) related to Integrative/HRT Services (defined in Schedule A), or therapies or medications related to Integrative/HRT Services, Patient agrees to inform Practice of such side effects or worsening conditions in accordance with the procedures specified in Practice's separate Electronic Communications Agreement. Please refer to Practice's separate Electronic Communications Agreement for further applicable details in this regard, which is integrated herein by this reference.

APPOINTMENTS AND SCHEDULING

Appointments with the Practice are scheduled through the Practice office to ensure ample time is given to each Patient. If Patient has an urgent concern, Patient shall call the Practice office and Patient will be given an appointment that will accommodate the urgency. Walk-ins are not conducive to the thoughtfully planned schedule, so we advise Patient to schedule appointments in advance.

MEDICARE/PRIVATE INSURANCE

If Patient is or becomes Medicare eligible, Patient acknowledges that Practice is **not** a participating Medicare provider and claims will **not** be submitted to Medicare for any services, including Medicare-covered services provided to Patient by Practice. While Practice does not anticipate providing any healthcare services covered by Medicare or any other Plan, should Practice provide any services covered by Patient's applicable Plan then Practice may submit to such Plan to the extent Practice is in-network with such Plan and collect any applicable co-payment or deductible as required by Plan terms. Patient shall **not** submit to Medicare any claim for payment of Services Fees or request that Practice submit such a claim. Patient acknowledges and understands that Medicare does not cover and will not pay for the Wellness Exam Services, and agrees **not** to submit Services Fees to Medicare for reimbursement.

VACATIONS AND ILLNESS FOR PRACTICE HEALTHCARE PROFESSIONALS

Patient acknowledges that there may be times that Patient cannot contact a Practice healthcare professional due to vacations or illness, or due to technical defects with either Patient’s or Practice’s electronic communication equipment. Patient acknowledges that, should a Practice healthcare professional become unavailable, the Practice shall make every effort to give advance notice to Patient so that scheduled Wellness Exam Services can be scheduled on another date. In all cases of emergency, Patient must call 9-1-1 and/or seek emergency/ER medical attention.

COMPLIANCE WITH LAW

In establishing the Wellness Exam Services programs, Practice intends to do so in compliance with all applicable laws. This Agreement shall be governed by and construed in accordance with the laws of the state in which Practice is licensed and practicing, without application of choice-of-law principles.

PRACTICE IS NOT AN INSURER

Practice is not an insurance company and is not promising or delivering unlimited care for Services Fees. The Practice presumes that Patient is either eligible for Medicare, or otherwise has a private Plan that provides health care coverage for essential healthcare services not covered by the Services Fees.

AGREEMENT ASSIGNMENT AND MODIFICATIONS

Patient may not assign this Agreement. This Agreement replaces and supersedes all prior agreements of any kind, oral or in writing, between Patient and Practice. This Agreement may not be modified absent a writing signed by Patient and an authorized representative of Practice.

PATIENT ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT, WAS AFFORDED SUFFICIENT OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER CHOICE AND TO ASK QUESTIONS AND RECEIVE SATISFACTORY ANSWERS REGARDING THIS AGREEMENT, UNDERSTANDS HIS/HER RESPECTIVE RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT, AND SIGNS THIS AGREEMENT OF HIS/HER OWN FREE WILL AND VOLITION.

By signing below, I am agreeing to enrollment in the Practice and the terms of this Agreement as detailed above and in Schedule A, B & C.

**PRACTICE:
HEIGHTENED HEALTH, S.C., AN ILLINOIS
PROFESSIONAL CORPORATION DBA
HEIGHTENED HEALTH FUNCTIONAL
FAMILY MEDICINE CENTER**

PATIENT:

Signature: Jeanene M. Caccopola, D.O.
Name/ Title: Dr. Jeanene Caccopola/President

Signature: _____
Printed Name: _____
Relationship to Patient: _____
Date: _____

SCHEDULE A
WELLNESS EXAM SERVICES & SERVICES FEES

1. Wellness Exams

Practice will provide to Patient one (1) annual Wellness Exam, a comprehensive annual integrative/Functional medicine-based routine diagnostic evaluation and diagnosis exam, detached from medical necessity, and follow-up Wellness Exams as specified below. Wellness Exams may include supplement recommendations, herbals, and Wellness Exam-related minor in-office procedures. Wellness Exams may also include analysis of hormone replacement therapy and integrative/hormone health options and related treatments (collectively “Integrative/HRT Services”).

Wellness Exams shall integrate the following health principles and goals:

- Optimizing health
- Improving energy and focus
- Preventing when possible age-related diseases and decline
- Addressing sleep, exercise, and nutrition for best overall wellness
- Improving overall health awareness and equipping Patients with enhanced health education
- Better managing chronic conditions susceptible to behavior modification and education improvements

Wellness Exams-based external laboratory work (including Functional Medicine specialty labs), Wellness Exams-based HRT medications, and prescriptions constitute out-of-pocket Patient costs that Patient may be able to submit to Patient’s Plan for reimbursement, but such reimbursement is not guaranteed (and is entirely unlikely with any HRT medications). Such out-of-pocket Patient cost items are not included in or covered by Services Fees. Patient understands that, if applicable, Wellness Exams may involve integrative health services (such as HRT treatment) that are not strictly allopathic or traditional standard of care services, and Patient provides informed consent to such Integrative/HRT Services as documented in the attached Schedule B.

2. Health Data Plan

The Health Data Plan (“Health Data Plan”) is designed to assist with storing Patient’s Wellness Exams health data and to improve Patient’s electronic communication connection with Practice to facilitate Wellness Exams health goals and education. The Health Data Plan will facilitate and empower Patient to interact with Practice via electronic communication regarding Practice’s Wellness Exam Services. Practice’s Health Data Plan will keep Patient’s medical information electronically stored so that, upon request of Practice, information can be retrieved and furnished to further support the Wellness Exam Services Patient receives from Practice on the terms outlined above.

3. Services Programs

<p style="text-align: center;">Wellness Promotion Program Adult (26+ years): \$150/month Child: \$40/month Additional Visits: \$90/15 minutes</p>	<p style="text-align: center;">Wellness Transformation Program Adult (26+ years): \$300/month Child: \$240/month</p>
<ul style="list-style-type: none"> • One (1) annual Wellness Exam available • Up to five (5) follow-up Wellness Exams per year available • Such Wellness Exams visits also include: <ul style="list-style-type: none"> -Minor Wellness Exams-based office procedures -Review of Wellness Exams-based conventional labs/tests -Wellness Exams-based point of care testing including EKG, spirometry, rapid strep testing, urine dip 	<p>Includes all Wellness Promotion Program Services plus:</p> <ul style="list-style-type: none"> • Monthly follow-up Wellness Exams per year available • Weekly Wellness Exams-based Health Data Plan communications available • Consultation for advanced Wellness Exams-based functional lab tests and personal treatment protocol creation <p>Note: Wellness Transformation Program requires a six (6) month minimum non-refundable commitment to join.</p>

4. Additional Terms

Wellness Exam Services include an upfront, non-refundable first-time sign-up fee of \$250 for either tier selected by Patient that is not included in or covered by Services Fees. Services Fees, for either tier, do not cover costs associated with any Wellness Exams-based conventional or functional labs.

Due to the smaller patient panel size of the Practice, Practice anticipates Patient will enjoy little or no wait times for exams scheduling and related electronic Practice communications. Practice’s healthcare professionals will also have the extended time and availability to provide unhurried visits to support ongoing health guidance and education. Due to the Health Data Plan, if applicable, Patients will enjoy direct and immediate communication with Practice using an electronic communications portal designed to achieve HIPAA/privacy compliance.

For Medicare/Medicaid eligible Patients, Practice is **not** a participating Medicare provider. Patient understands that Practice does **not** provide the Welcome To Medicare Checkup, the Annual Wellness Visit, chronic care management/CCM services, remote patient monitoring/RPM, care coordination, telehealth that includes virtual check-up communication services, or any other particular Medicare-reimbursed services. Patient also understands that they may receive such services at no additional cost from a Medicare participatory practice or provider.

SCHEDULE B

CONSENT FOR INTEGRATIVE/HORMONE REPLACEMENT THERAPY (HRT) SERVICES

Wellness Exam Services may include Integrative/HRT Services that are provided outside of standard traditional allopathic care models. Such Integrative/HRT Services may include bio-identical hormone replacement therapy, related HRT assessments/services/recommendations, HRT laboratory tests, HRT-related diagnostic procedures, HRT treatments/prescriptions, supplements designed to support HRT therapies, and/or other HRT-related procedures as may be deemed necessary or advisable by Practice and included in Wellness Exams. By signing this Agreement Patient confirms having received all of the following disclosures and consents to Integrative/HRT Services as part of Wellness Exam Services.

GENERAL STATEMENTS ABOUT INTEGRATIVE/HRT SERVICES:

Wellness Exam Services that include Integrative/HRT Services, assessments and treatment options may assist with the restoration of health and optimal functional capacity, relief of pain and symptoms, injury and disease recovery, and prevention or reversal of disease or disease progression. But this is not guaranteed, as Patient's health outcomes depend on a wide range of variable factors. No healthcare services are guaranteed to provide positive results. In fact, Integrative/HRT Services pose risks and may cause potential complications. Practice's healthcare professional has explained those risks and potential complications, and this Schedule B is intended to confirm Patient's acknowledgment of those explanations and to confirm Patient's informed consent to such Integrative/HRT Services Patient elects to receive.

Practice has not promised or guaranteed any specific benefits from the administration of Integrative/HRT Services and has made no warranty or guarantee about the results of any such treatment. Patient has weighed the benefits of, and alternatives to, Integrative/HRT Services. Practice's healthcare professional cannot know or anticipate and explain every possible risk or complication that may connect to Integrative/HRT Services. Patient willingly and voluntarily consents to any Integrative/HRT Services Patient elects to receive from Practice with an understanding there is no guaranty of benefits, and there is the potential for side effects and negative outcomes.

There are alternatives to Integrative/HRT Services. Traditional allopathic diagnosis and treatment of detected illness constitutes standard healthcare. Lifestyle/behavior changes, including beneficial changes to nutrition, exercise, improved mental health/wellness support, cessation of smoking, limiting, or reducing alcohol or recreational drug intake, ensuring adequate sleep/rest, have all also proven to help reduce risk of illness and increase wellbeing. Adopting some or all of these lifestyle changes, in tandem with traditional allopathic diagnosis and treatment of illness, can provide Patient important and substantiated health benefits. Health coaches routinely provide support with lifestyle change efforts toward improved health outcomes. Licensed healthcare professionals can assist with health conditions that are directly and obviously connected to lifestyle issues and may provide referrals to a wide variety of professionals who can assist (nutritionists, dietitians, physical therapists, etc.). In other words, there are viable alternatives to electing to receive Integrative/HRT Services.

It is vital for Practice to receive complete and accurate information from Patient about Patient's health, whether Patient elects to receive Integrative/HRT Services or not. Patient agrees to accurately report any side-effects or worsening conditions related to Integrative/HRT Services, or therapies or medications related to Integrative/HRT Services, to Practice or to any other healthcare professional providing Patient healthcare services according to the procedures specified in Practice's separate Electronic Communications Agreement, which is integrated herein by this reference.

Integrative/HRT Services do not replace: regular allopathic healthcare monitoring, preventative measures in general, and specifically recommended tests and preventative procedures such as complete physicals, rectal examinations and/or colonoscopy, EKG, lab tests, x-rays, ultrasounds, mammograms, pelvic/breast exams, pap smears, prostate exams, PSA levels, etc., at least on a yearly basis. Integrative/HRT Services are intended to enhance, not replace, traditional allopathic healthcare.

HRT BACKGROUND:

Practice may prescribe some of the bio-identical hormone preparations for Patient that pharmacy compounding laws regulate. These laws follow the Pharmacy Compounding Accreditation Board (PCAB) guidelines.

The use of this HRT therapy as it relates to Patient's diagnosis, while common in alternative practices, may be debated in the traditional medical community. Patient has the right, as a Patient, to be informed about Patient's condition and the recommended conventional, integrative, complementary, alternative, non-conventional, or non-standard procedures to be used so that Patient makes an informed decision whether or not to undergo the HRT treatment with an appreciation of the risks, hazards, and alternatives. This disclosure is not meant to scare or alarm Patient, but to simply inform Patient's consent to HRT treatment. Practice wants Patient to have the information needed to give or withhold Patient's consent to HRT treatment.

NOTICE: Refusal to consent to HRT treatment as an innovative, integrative, complementary, or non-standard procedure shall not affect Patient's right to receive ongoing or future Practice care or treatment.

HRT THERAPEUTIC BASIS:

Many individuals have inadequate hormone levels despite technically "normal" blood tests. Some individuals suffering symptoms related to menopause or andropause or inability to lose weight may also benefit from hormone therapies. Bio-identical HRT can be used to augment hormone levels in many conditions where diminished hormone levels are evident. These HRTs can optimize hormone levels in the blood, helping to reduce symptoms associated with low levels of these hormones.

-Estradiol replacement therapy can, although not always, help maintain vaginal and urethral function and slow the progression of osteoporosis. It may also improve sleep, decrease hot flashes and night sweats, decrease visceral fat, improve cognitive function, improve libido and overall sense of well-being.

-Progesterone replacement therapy can be used to treat conditions related to relative low progesterone, which may include PMS/PMDD, PCOS, irregular or heavy menstruation, vasomotor symptoms, poor sleep quality and anxiety. It may, although not always, offer protection against breast and uterine cancer.

-Testosterone replacement therapy can be used to treat symptoms or lab tests suggesting suboptimal hormone levels as determined by Patient's Provider. Low testosterone may pose some risks to both men and women. Low testosterone is linked to elevated cholesterol, high blood pressure, diabetes, and prostate problems. Other low testosterone symptoms include excessive fatigue, abdominal weight gain, irritability and decreased sexual drive and function.

-Thyroid replacement can be used to improve thyroid hypo-functioning, in which suboptimal levels of bioactive thyroid hormone cause symptoms of low thyroid. Such symptoms may include fatigue, cold intolerance, depressed mood, diminished mental acuity, hair/eyebrow thinning, weight gain, and constipation.

-DHEA (Dehydroepiandrosterone) replacement can be used to improve low or suboptimal levels of DHEAS, which often decrease with age and/or inflammatory conditions. DHEA may counterbalance the negative effects of high cortisol states, reduce musculoskeletal pain, and improve sense of well-being.

-Again, while hormone therapies are not always effective or helpful, and may cause some undesirable side effects, hormone therapies also may be very useful for Patients who desire hormone therapeutic support.

HRT POTENTIAL RISKS:

Practice cannot guarantee safety of any hormone therapy during pregnancy. Notify Practice's healthcare professional if Patient is pregnant, suspect that Patient is pregnant, or are planning to become pregnant during this therapy.

Bio-identical hormone replacement therapy is the preferred formulation when prescribing HRT by the Practice. "Bio-identical" refers to the molecular makeup of the hormone, being identical to that which our body produces naturally.

Although many studies have shown the use of bio-identical hormone replacement therapy to be safer than synthetic hormone replacement therapy, the risk of cancer-related side effects is still possible. In fact, some healthcare professionals do not agree with the use of bio-identical hormones.

-Estrogen Therapy: Bio-identical estradiol is available in various forms including oral capsules, troches, patches, pellets, and topical creams. Adverse reactions may include bloating, breakthrough bleeding, breast swelling and tenderness, fluid retention, weight gain, liver cysts, mood swings and death (e.g. from blood clots or cancer). While not first line treatment choice of the Practice, high potency conjugated synthetic estrogens (e.g. Premarin) have been linked to an increased risk of breast cancer and blood clots (the latter especially in smokers). Nonetheless, the whole area of estrogen replacement is undergoing further evaluation. Do not take estrogen if Patient has breast cancer.

-Progesterone Therapy: Bio-identical progesterone is available in various forms including oral capsules, troches, vaginal or rectal suppositories, and topical creams or gels. Progesterone therapy may be sedating, so it is recommended to coordinate dosing with sleep cycle. Adverse reactions may include bloating, breakthrough bleeding, missed menstrual cycles, breast swelling and tenderness, fluid retention, weight gain, sedation, and depression.

-Testosterone Therapy: Bio-identical testosterone therapy is available in various forms including sublingual drops, troches, topical creams, pellets, and injection. Side effects include acne, chronic priapism (persistent, abnormal erection of the penis), change in libido, erythrocytosis, angina or heart attacks, hirsutism (facial hair growth) and scalp hair loss, clitoral engorgement, voice changes, or water retention. In men, it may also cause testicular atrophy and infertility. Because it may improve insulin resistance in males, diabetics who use insulin should monitor glucose levels closely, as diabetics may need less insulin. Patient must check with Patient's primary care healthcare professional before adjusting Patient's dose of insulin. Topical testosterone may cause local skin irritation and has the potential to be transferred to a significant other, child, pregnant or breast feeding woman or woman who may become pregnant and be teratogenic (cause fetal/baby abnormalities/deformities).

-Thyroid Therapy: Bio-identical thyroid hormone may cause heart palpitations, arrhythmias, tremors, and sleep disturbance.

-DHEA Therapy: DHEA replacement may cause acne and hirsutism. DHEA is not recommended in patients with active Breast or Prostate Cancer.

STATEMENT TO PATIENT ABOUT HRT:

Patient agrees to proceed with the HRT hormone health treatment and to comply with recommended dosages. Patient agrees to comply with requests for ongoing testing to assure proper monitoring of treatments that may include laboratory evaluation of all aforementioned hormone levels or other diagnostic testing by a long-term

health care provider, Patient's primary care or other/specialty healthcare professional.

INFORMED CONSENT FOR HORMONE THERAPY (WOMEN):

Patient understands that treatment(s) may be considered "off label" and/or not FDA approved for Patient's specific age, history or symptom(s), meaning the treatment may not meet standard treatment guideline recommendations. Testosterone therapy is not FDA approved for use in women.

Patient reviewed the most up to date clinical guidelines regarding the use, dose, route, frequency, and duration of hormone replacement therapies (HRT), including herein as, but not limited to, progesterone, estradiol, testosterone, thyroid and/or DHEA.

Oral synthetic estrogen use, alone or in combination with synthetic progestins, may be associated with elevations in lipids, transient liver enzyme elevations and, rarely, clinical hepatotoxicity (liver toxicity), pancreatitis, cholelithiasis (gallstones) and subsequent cholecystectomy. Current evidence-based research indicates that hormone therapy can be safe and effective for symptom management, however, those individuals with certain health histories are more likely to be at risk for the above listed potential risks/adverse outcomes. Those higher risk health histories include, but are not limited to, those individuals who are older than sixty (60) years of age, have established cardiovascular disease, are diabetic, use tobacco products, have a history of migraines with aura, a history of sleep apnea, a history of poorly controlled hypertension, are outside of the ten (10) year menopause window, have a history of heart disease, blood clots and/or stroke, are overweight/obese, and/or have a personal history of sex organ cancer and/or have a family history of sex organ cancer.

Current guidelines recommend limiting estrogen/progestin hormone replacement therapy to no more than five (5) years, however, it has been acknowledged that continuing HRT past that duration is a decision which should be made by the Patient with their healthcare provider, based on the Patient's preference, health history, symptoms and the most up to date guidelines.

Current known potential risks of testosterone replacement therapies can include, but are not limited to heart attack, stroke, blood clot(s), cancer, deepening of voice, clitoral enlargement, increased clitoral sensitivity, hyper sexuality, acne, deformity in pregnant women, breast feeding women or women who may become pregnant, abnormal hair growth, worsening of sleep apnea, fertility/pregnancy and/or early mortality.

INFORMED CONSENT FOR HORMONE THERAPY (MEN):

Patient understands that treatment(s) may be considered "off label" and/or not FDA approved for Patient's specific age, history or symptom(s), meaning the treatment may not meet standard treatment guideline recommendations. Testosterone therapy is not FDA approved for symptom management in men. Other HRT replacement for men may include thyroid and DHEA.

Current FDA listed potential risks of testosterone replacement therapy ("TRT") can include, but are not limited to heart attack, stroke, blood clots, prostate cancer, deepening of voice, hyper sexuality, acne, abnormal hair growth, gynecomastia, breast tenderness, worsening of sleep apnea, infertility, testicular shrinkage, increased RBC/hemoglobin/hematocrit (erythrocytosis) and/or peripheral edema (swelling, which could increase blood pressure). Although the FDA warns of increased risk of cardiovascular events, prostate cancer, stroke and/or death: the current available evidence does not support increased risk of cardiovascular events with testosterone therapy, the evidence does not support increased risk of prostate cancer with T therapy. Available evidence reveals no increased risk of VTE blood clots with testosterone therapy.

Patient understands that transference of testosterone cream to a child, pregnant woman, breast feeding woman or woman who may become pregnant can be teratogenic (cause fetal/baby abnormalities/deformities). Patient

understands that those who use tobacco products and those with a personal and/or family history of heart disease, stroke, blood clot, prostate cancer, diabetes, hypertension, and/or sleep apnea are at a higher risk of developing complications to testosterone replacement therapy.

Once discontinued, it can take up to one year, or longer, for return of spermatogenesis (sperm volume, fertility), however, it is possible to have no, or minimal, return of fertility. Some Patients may require additional specialty treatments to enhance fertility not offered by Practice.

SALE OF NUTRITIONAL AND HERBAL DIETARY SUPPLEMENTS

Our clinic and pharmacy sell dietary supplements, herbal products, vitamins, lab tests, and other health products. Please note however that you are under no obligation to purchase dietary supplements, herbs, vitamins, or other health products or health foods from our clinic or pharmacy. In order to facilitate care and access to valuable products in a timely manner, as a service to you Practice may make available certain dietary supplements and health products for sale, which you can purchase (or not) and which can be delivered to your home. Practice utilizes a number of third-party prescription-based dietary supplement dispensaries in order to make quality health products available to you. Practice selects companies and manufacturers we trust based on experience, research, and their reputation. A high-quality supplement is characterized by a high-quality manufacturing process, sourcing of quality ingredients that are verified and unadulterated, screening for contaminants, freedom from allergens, disclosure of additives, if any, and purity of final product. The best companies also frequently have conducted research using their supplements and therefore may have data on efficacy. Other desirable features are formulations that increase bioavailability of the final product, which often is an added expense. For example, capsules are more bioavailable than hard tablets which may never even dissolve. Complexing with food, mineral salts, and phytosomal or liposomal preparations increase the bioavailability of the constituents resulting in a product that is much more likely to produce a desired nutritional effect. Synergy among products is also a favorable feature. There is a lack of stringent testing requirements to document quality for dietary supplements, therefore product quality varies widely in the commercial marketplace. The dietary supplement brands Practice recommends all meet our high standard and support predictable results. While the supplements may be more costly than those found in commercial drugstores, pharmacies, big box store shelves, or even health food stores, investing in quality supplements increases the efficacy of treatment and is often worth the expense. Our Practice can guide you, however the decision where to buy your supplements is up to you. To reiterate, please note however that you are under no obligation to purchase dietary supplements or recommended health products from our clinic or pharmacy, or any prescription dispensaries Practice uses, and the decision of what and where to buy is up to you.

INFORMED CONSENT REGARDING DELEGATING HEALTHCARE PROFESSIONAL AND DELEGATEE PERFORMING MEDICAL SERVICES

Practice may delegate certain specific Integrative/HRT Services to be performed by someone other than the Practice owner (referred to to as a delegatee). Delegatee may be another licensed healthcare professional (nurse, nutritionist) or a health coach or lifestyle medicine educator trained to provide the services below. Practice's healthcare professional owner shall supervise any such delegatee and will remain accountable for delegatee services.

The services to be provided by delegatee are detailed below and are part of the licensed healthcare professional approved evidence-based protocols:

1. Perform initial and serial follow up examination of vital signs and/or anthropometric measurements
2. Performing symptom-based health assessments
3. Taking, assessing, and reviewing a lifestyle health history

4. Patient education and counseling related to therapeutic food plans, lifestyle changes, etc...
5. Providing Patient education regarding healthcare professional's care plan instructions, the significance of laboratory data, etc...
6. Providing education, counseling, and monitoring of food plan and compliant menus
7. Providing education, motivational interviewing support, counseling, and monitoring of exercise/activity/fitness plan
8. Providing education, support, counseling regarding implementing therapeutic nutrition protocols
9. Providing education, support, and counseling on stress management techniques to incorporate
10. Providing patient education on sleep, recuperation, and restoration
11. Enter detailed medical record notes of all education/counseling/services provided to Patient during the visit and summarize any progress, obstacles, behavior change and actions Patients plan to take

STATEMENT BY PATIENT RECEIVING DELEGATEE SERVICES

Patient understands that the Practice licensed healthcare professional may delegate some aspects of Integrative/HRT Services listed above to be provided to you by a delegatee (for example a health coach or other therapeutic lifestyle educator). Patient agrees to receive those delegated services by the delegatee, and the delegatee will be supervised by the Practice licensed healthcare professional.

SCHEDULE C
PRACTICE MEDICARE OPT-OUT STATUS

Patient voluntarily subscribes to Practice's Wellness Exam Services on a cash or private fee basis. Practice has voluntarily and formally opted out of Medicare and is therefore not Medicare participatory. This means Practice will not and cannot submit any reimbursement claims to Medicare for any aspect of healthcare services provided under this Agreement, and will not receive any payments or reimbursements from Medicare. If Practice returns to Medicare participatory status, this Schedule C shall no longer apply and shall be deemed terminated and removed from this Agreement.

Patient is signing this Agreement (and specifically this Schedule C) to evidence his or her understanding and agreement regarding payment for any services to be provided by Practice. Practice hereby certifies that its healthcare professional(s) has not been excluded from participation in the Medicare program under section 1128, 1156, or 1892 or any other section of the Social Security Act. The effective date of Practice's opt-out is ongoing.

Practice hereby agrees: (i) to provide Patient with a signed copy of this Agreement before furnishing items or services to Patient under its terms; (ii) and to retain the original Agreement (original signatures of both Parties required) for the duration of the current Medicare opt-out period; (iii) and to submit copies of this Agreement to the Centers for Medicare and Medicaid Services ("CMS") upon the request of CMS.

By signing this Agreement, Patient acknowledges and agrees to the following with respect to Wellness Exam Services and any other items or services provided by Practice to Patient to the extent that Patient is or becomes Medicare eligible:

- Patient accepts full responsibility for paying Practice's charge for all services furnished by Practice or any other employee of Practice, including the Services Fees of Schedule A.
- Patient understands that Medicare limits do not apply to what Practice may charge for Wellness Exam Services or other items or services Practice furnishes.
- Patient agrees not to submit a claim to Medicare or to ask Practice to submit a claim to Medicare, even if such items or services would otherwise be covered under Medicare if Practice was Medicare participatory.
- Patient understands that Patient has the right to obtain Medicare-covered items and services from other healthcare professionals and practices who have not opted out of Medicare and remain Medicare participatory, and Patient is not compelled to enter into this Agreement by any particular urgent or emergent medical condition requiring immediate care. Patient voluntarily enters this Agreement to secure the Wellness Exam Services. Patient may secure Plan-reimbursed care from other healthcare professionals or practices other than Practice, but none of Practice's Wellness Exam Services (or other items or services) may be submitted to Medicare or any other Plan for reimbursement.
- Patient understands that Practice is out-of-network and not participatory with any Medicare replacement Plans or "Medigap" Plans, which do not cover or reimburse the Wellness Exam Services.
- Patient is not facing an emergency or urgent or emergent health care situation.

Patient signs this Agreement voluntarily and fully understands its terms as they relate to Medicare and other Plan lack of coverage or reimbursement with respect to Practice.

**HEIGHTENED HEALTH FUNCTIONAL FAMILY MEDICINE CENTER
ELECTRONIC COMMUNICATIONS AGREEMENT**

Heightened Health, S.C., an Illinois professional corporation dba Heightened Health Functional Family Medicine Center (“we”, “us” or “Practice”) and the undersigned patient (“you” or “Patient”) enter into this Electronic Communications Agreement (“EC Agreement”) regarding the use of e-communications/transmissions, such as e-mail, mobile or cellular telephone, Skype, FaceTime, internet portal-enabled communications, or any other version of electronic communication (collectively “E-Communication”) with respect to Patient protected health information (“PHI”). (Practice and Patient are each individually called “Party” or collectively as “Parties”).

PATIENT AUTHORIZATION DESPITE RISKS OF PRIVACY BREACH

While Practice and Patient commonly rely on electronic communication platforms and services to achieve immediate communication, there are risks that you acknowledge that are outside the Practice’s control. You authorize all forms of E-Communications exchanged between Parties unless you instruct us otherwise in writing. You acknowledge that the use of E-Communication is inherently risky and prone to unintentional release of data. E-Communications may incorporate or communicate references to your PHI with sensitive health and personal identification information included. You acknowledge that E-Communications lack any absolute guaranty of privacy and are subject to: system privacy failure, cookies and other tracking efforts, phishing attacks, hacking attacks, data breaches, unintended misdirections, misidentifications of senders/recipients, technology failures, and user errors.

You agree to undertake efforts to protect your privacy, which include refraining from including sensitive information in E-Communications that you do not want to be at risk of any data security breach. Practice will undertake reasonable efforts to protect your privacy to the extent required by applicable laws. You authorize us to respond electronically to all E-Communications that appear to be provided by you, whether or not such communications arrive from the electronic contact information that you provide us.

PATIENT MUST PROVIDE ACCURATE AND UPDATED CONTACT INFORMATION

You agree to provide us with your accurate electronic contact information (mobile telephone number for phone calls and text messaging, email address, Skype or FaceTime contact information, and any other applicable E-Communication contact information). You will immediately inform us of any changes or corrections to your electronic contact information as an effort to avoid misdirected E-Communications. You will also inform us of your permanent mailing residential address, and any changes to that address.

PATIENT MUST NOT RELY ON ELECTRONIC COMMUNICATION IN EMERGENCIES: USE 911 AND GET TO THE EMERGENCY ROOM

Practice does not guarantee that we will read your E-Communications immediately or within any specific amount of time. You agree not to utilize E-Communications to contact us regarding an emergency or time-sensitive situation, as there is too much risk that the communication response may be delayed, ineffective, untimely, or inadequate. You **MUST** call 9-1-1 in an emergency, immediately seek emergency medical attention, or both.

PATIENT AGREES TO UTILIZE ELECTRONIC COMMUNICATION TO REPORT ANY NEGATIVE CONDITIONS RESULTING FROM INTEGRATIVE/HRT SERVICES

If Patient experiences any side effects or worsening conditions (that do not constitute an emergency or time-sensitive situation as mentioned above) related to Integrative/HRT Services, or therapies or medications related to Integrative/HRT Services, Patient agrees to utilize E-Communications to inform Practice of such side effects or worsening conditions.

PRACTICE WILL COMPLY WITH HIPAA

The Practice values and appreciates your privacy and will take commercially reasonable steps to protect Patient's privacy in compliance with the Health Insurance Portability and Accountability Act of 1996 and related laws ("HIPAA").

We will obtain your express written or electronic consent (to the extent required by applicable law) if we are required or requested to forward your identifiable PHI to any third party other than as authorized in our Notice of Privacy Practices or as authorized or mandated by applicable law.

You hereby consent to the use of E-Communication of Patient's information as we consider it helpful to coordinate care and schedule mobile visits with you and all those responsible for providing or overseeing your care. You agree to identify individuals or entities authorized to receive your PHI from us in connection with authorized consulting, education, and all other aspects of your care, and we may share your PHI with such parties without additional written or electronic consent from you.

You have the right to ask us for a copy of your PHI, including an explanation or summary. These services that we perform will not be the subject of additional charges to you: maintaining PHI storage systems; recouping capital or expenses for PHI data access, PHI storage, and infrastructure; or retrieval of PHI electronic information.

We may charge you fees for actual costs that we incur to provide such electronic PHI, but only to the extent authorized by applicable laws. Such fees may include, to the extent lawful: 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 charged to you); and time spent by our administrative staff preparing additional explanations or summaries of PHI. If you request PHI on a paper copy, or portable media (such as compact disc/CD, or universal serial bus/USB flash drive), we may charge you for our actual supply costs for such equipment, and you agree to pay us any such costs.

PATIENT ACCEPTS RESPONSIBILITY FOR ELECTRONIC COMMUNICATION RISKS

You will hold Practice (and our owners, officers, directors, agents, and employees) harmless from and against any and all demands, claims, and damages to persons or property, losses, and liabilities, including reasonable attorney fees arising out of or caused by E-Communication (whether encrypted or not) losses or disclosures caused by any of the risks outlined above, by some person or entity other than Practice, or not directly caused by us. Patient acknowledges and understands that, at our discretion, E-Communication may or may not become part of your permanent medical record. These terms do not relieve Practice from Practice's obligations to comply with all applicable E-Communication laws.

You acknowledge that your failure to comply with the terms of this EC Agreement may result in our terminating the use of E-Communication methods with you and may cause the termination of your Agreement for our services.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

We are required to provide you a copy of our Notice of Privacy Practices, which states how we may disclose your health information. You hereby acknowledge receipt of the Notice of Privacy Practices.

CONSENT TO DISCLOSURE OF BILLING INFORMATION

By signing this EC Agreement, you consent to Practice disclosing all information relevant to billing, insurance, and reimbursement regarding any and all substance abuse disorders that you might have, for the purpose of obtaining reimbursement from private or public insurers.

ADDITIONAL TERMS

This EC Agreement will remain in effect until either Party provides written notice to the other Party revoking this EC Agreement or otherwise revoking consent to E-Communications between the Parties. Such revocation will occur thirty (30) calendar days after written notice of such revocation.

Revocation of this EC Agreement will preclude us from providing treatment information in an electronic format other than as authorized or mandated by applicable law or by you. Either Party may use a copy of this signed original EC Agreement for all present and future purposes.

Parties agree to take such action as is reasonably necessary to amend this EC Agreement from time to time as it is necessary for the Parties to comply with the requirements of the Privacy Rule, the Security Rule, and other provisions of HIPAA, or other applicable law. Parties further agree that this EC Agreement cannot be changed, modified or discharged except by an agreement in writing and signed by both Parties.

If any term of this EC Agreement is deemed invalid or in violation of any applicable law or public policy, the remaining terms of this EC Agreement shall remain in full force and effect, and this EC Agreement shall be deemed amended to conform to any applicable law.

Each participating Patient (and authorized representative when applicable) must sign this EC Agreement. Your signature represents that you understand and agree to the terms and conditions described within this EC Agreement.

PRACTICE:
**HEIGHTENED HEALTH, S.C., AN ILLINOIS
PROFESSIONAL CORPORATION DBA
HEIGHTENED HEALTH FUNCTIONAL
FAMILY MEDICINE CENTER**

PATIENT:

Signature: Jeanene M. Caccopola, D.O.
Name/ Title: Dr. Jeanene Caccopola/President

Signature: _____
Printed Name: _____
Relationship to Patient: _____
Date: _____

**HEIGHTENED HEALTH FUNCTIONAL FAMILY MEDICINE CENTER
ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES**

Notice to undersigned patient ("Patient"):

Heightened Health, S.C., an Illinois professional corporation dba Heightened Health Functional Family Medicine Center ("Practice"), is required to provide Patient with a copy of Practice's Notice of Privacy Practices ("Notice"), which states how Practice may use and/or disclose Patient's health information.

Please sign this form to acknowledge receipt of the Notice.
You may refuse to sign this acknowledgment if you wish.

I acknowledge that I have received a copy of Practice's Notice of Privacy Practices.

Patient's name (please print): _____
Signature: _____
Date: _____

FOR OFFICE USE ONLY

Practice made every effort to obtain written acknowledgment of receipt of the Notice of Privacy Practices from Patient but it could not be obtained because:

Patient refused to sign.

Due to an emergency, it was impossible to obtain an acknowledgment.

Practice was unable to communicate with Patient.

Other: _____

**HEIGHTENED HEALTH FUNCTIONAL FAMILY MEDICINE CENTER
NOTICE OF PRIVACY PRACTICES**

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY
BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS
INFORMATION. PLEASE REVIEW IT CAREFULLY.

Dear Patient:

Heightened Health, S.C., an Illinois professional corporation dba Heightened Health Functional Family Medicine Center (“we”, “us”, “our”, “Practice”), understands that patient (“you”, “your”) privacy is important. This Notice of Privacy Practices (“Notice”) applies to Practice and each of our Business Associates, as applicable.

Protected Health Information

Protected health information (“PHI”) relates to information about you and your health, which could be used to identify you. Each time that you visit us, we create a medical record of your PHI and services that you receive.

Our Obligations Regarding Your Protected Health Information

We recognize that information about you and your health is confidential, and we are committed to protecting this information. This Notice applies to all your health records that we create.

We are required by law to preserve the privacy and security of your PHI. While there is no absolute guarantee of privacy, we are committed to protecting your privacy. We have established reasonable and appropriate measures to protect your PHI against unauthorized uses and disclosures.

Federal law mandates that we share this Notice with you, and that we make a good faith effort to obtain a signed document acknowledging your receipt of this Notice. We are also required to follow the terms of this Notice. In the event that we are involved in a breach of your PHI, we will immediately notify you.

Notice Effective Date and Potential Changes

This Notice became effective on December 1, 2020, and it applies to health records that we create for you. We reserve the right to change this Notice after the effective date. We can change the terms of this Notice, and the changes will apply to all the information we have about you. The new Notice will be available upon request.

How We May Disclose Your Protected Health Information

The laws of the state where Practice is located, and federal laws, allow disclosures of your PHI in some cases. Some of these disclosures do not require your verbal or written permission. The following information describes how we may share your PHI. We may typically use or share your PHI in these ways:

Treat you

We can use your PHI and share it with other professionals who are treating you.

- Example: A doctor treating you for an injury asks another doctor about your overall health condition.

Run our organization

We can use and share your PHI to run our Practice, improve your care, and contact you when necessary.

- Example: We use health information about you to manage your treatment and services.

Bill for your services

We can use and share your PHI to bill and obtain payment from health plans or other entities.

- Example: We give information about you to your health insurance plan so it will pay for your services.

Help with public health and safety issues

We can share your PHI for certain situations such as:

- Preventing disease;
- Helping with product recalls;
- Reporting adverse reactions to medications;
- Reporting suspected abuse, neglect, or domestic violence; and
- Preventing or reducing a serious threat to anyone's health or safety.

Perform research

We can use or share your PHI for health research.

Comply with the law

We will share your PHI if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we are complying with federal privacy law.

Respond to organ and tissue donation requests

We can share your PHI with organ procurement organizations.

Work with a medical examiner or funeral director.

We can share your PHI with a coroner, medical examiner, or funeral director when an individual dies.

Address other government requests

We can use or share your PHI:

- For workers' compensation claims;
- For law enforcement purposes or with a law enforcement official;
- With health oversight agencies for activities authorized by law; and
- For special government functions such as military, national security, and presidential protective services.

Respond to lawsuits and legal actions

We can share your PHI in response to a court or administrative order, or in response to a subpoena.

How else can we use or share your PHI?

We are allowed or required to share your PHI in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your

information for these purposes. We have not listed every use and disclosure in this Notice. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Use and Disclosure of Your PHI with Your Verbal Agreement

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care;
- Share information in a disaster relief situation; and
- Include your information in a hospital directory.

If you cannot tell us your preference, for example, if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to your health or safety.

Use and Disclosure of Your PHI Requiring Your Written Permission

If there are situations that have not been described above, we will obtain your written permission. In these cases, we never share your PHI unless you give us written permission:

- Marketing purposes;
- Sale of your information; and
- Most sharing of psychotherapy notes.

With fundraising, we may contact you for fundraising efforts, but you can tell us not to contact you again.

If you provide us with written permission, you may change your mind at any time. Please let us know in writing if you change your mind.

Your Rights Regarding Your PHI

You have the following rights regarding your PHI that is created in our Practice. This section explains some of your rights and our responsibilities to assist you.

Get an electronic or paper copy of your medical record

- You can ask to see or receive an electronic or paper copy of your medical record and other PHI that we have about you. Ask us how to do this.
- We will provide a copy or a summary of your PHI, usually within 30 days of your request. We may charge a reasonable cost-based fee.

Ask us to correct your medical record

- You can ask us to correct PHI about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we will tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone), or to send mail to a different address.
- We will say “yes” to all reasonable requests.

Ask us to limit what we use or share

- You can ask us not to use or share certain PHI in connection with our services.
- We are not required to agree to your request, and we may say “no” if it would affect your care.
- Because you are privately paying for some medical or health services, you may ask us to refrain from sharing information related to those private pay services with your health insurance plan. We will respect that request unless we are legally obligated otherwise under applicable laws.

Get a list of who we have shared information

- You can ask for a list (accounting) of the times we have shared your PHI for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, health care operations, and certain other disclosures (such as any you asked us to make).
- We will provide one accounting per year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this Notice

- You can ask for a paper copy of this Notice at any time, even if you have agreed to receive this Notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

Ask questions or file a complaint if you believe your rights are violated

- If you have questions about this Notice or you believe that your rights are being violated, please contact us immediately:

Practice Contact Information:

Heightened Health Functional Family Medicine Center
Attention: Dr. Jeanene Caccopola
550 Fox Glen Ct.
Barrington, IL 60010
Email: info@heightenedhealth.com

You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints.

Please provide as much information as possible so that the Department of Health and Human Services can thoroughly investigate your concern or complaint. We will not retaliate against you for filing a complaint with us, or the Department of Health and Human Services.

Thank you,

HEIGHTENED HEALTH FUNCTIONAL FAMILY MEDICINE CENTER