DIRECT PRIMARY CARE PATIENT AGREEMENT

This is an Agreement between Direct Primary Care(DPC) at LifeWay Health & Wellness (LWHW), Stacy Woodard APRN (Provider)
And

_____

(Patient or Patient's Representative for Patient-"You/Your")

BACKGROUND:
Stacy Woodard, a Minnesota licensed, board certified provider, provides family medicine services through DPC at LifeWay Health & Wellness. She would be honored to be your care provider. With that in mind she agrees to provide you the Services described in this agreement on the terms and conditions below. Additional information regarding the Provider and the care they provide can be found on the **Practice's website at** www.lifewayhealthandwellness.com

AGREEMENT:

What We Will Do. DPC at LWHW provides You with primary care services on an ongoing basis for acute, chronic, and wellness issues. We will work with You to develop a care plan that meets Your needs, based on discussion and interaction with the Provider. We will meet with You in person, or via telemedicine (where appropriate). We will offer multiple means of communication, including in-person, via patient portal, via phone, and via secure e-mail. We will strive to understand your needs and concerns and work with you to make you healthier.

Our Limits. We only provide the primary care services specified in Appendix 1 – Services Provided. The Provider will make every effort to address Your needs in a timely manner, but cannot guarantee immediate availability, and cannot guarantee that You won't need to seek treatment at an urgent care, in the emergency department, or hospital setting. If so, those costs will not be included in Your membership and we encourage You to utilize your health insurance at that time. The Provider cannot guarantee after-hours availability, but will try to respond to messages as promptly as possible.

What We Charge. You will pay the Practice the amounts described in Appendix 3 - Fee Schedule. Your payment is used at the beginning of each month to pay for the services we will provide in that month. The fee will be auto deducted on the last day of the month prior to the month that is being paid for. Though we aim for pricing stability, we must reserve the right to increase our fees. Of course, we will provide you with at least 90 days' notice prior to implementing any change.

We **Do Not Take Your Insurance At This Time.** LifeWay Health & Wellness has been working very hard at obtaining insurance approvals, and will continue to. We do accept Medicaid and Medicare currently, and will update as approvals come through. Because of the delay, and the incredible amount of patients requesting DPC type coverage, we are applying the DPC model for the patients not covered currently. When/If your insurance has approved to put us in

network, you will be notified and offered a no penalty, out of contract, as soon as possible. Whatever fees that have been paid for the month will not be reimbursed, but you will still be considered in contract until the following month and can continue to utilize the DPC services until the 1st of the following month. Unfortunately, You may not continue the DPC contract once insurance is approved due to insurance contracts and laws.

And We Are Not Insurance. It's important You understand that this agreement and the Services arrangement it describes are NOT an insurance plan, or a substitute for health insurance or other health plan coverage. This agreement does not provide health insurance coverage. We do NOT cover hospital, surgery center, or similar services, or any other medical needs not personally provided by the Provider and described below. It is therefore vital You obtain and keep in full force health insurance policy(ies) or plan(s) that will cover facility fees (hospitals, specialists, and urgent care offices, for example) and general health care costs not included in the Services.

You should note that employer benefits and tax-advantaged health benefits opportunities may not be used to pay membership fees. You should contact your employer, tax advisor, or health insurance representative regarding the use of HRA, HSA, FSA, medical reimbursement plan, and cafeteria plan benefits to pay Your membership fees.

Cancellation and Refund Policy. You can cancel your membership at any time and the membership will be terminated at the end of the calendar month. There is no cancellation fee or charge.

Your eligibility to Services begins the day You make Your first membership payment, unless we otherwise agree in writing, and continues monthly thereafter so long as You continue making timely payments when due.

Either You or we may terminate the agreement any time. You may terminate with 24 hours' prior notice. Upon termination, **pre-paid** future membership fees will be refunded within 30 days of our receipt of your notice of termination. Since your payment is used for the entire month on the first day of the month, You will be able to continue to use your membership until the end of the month in which you terminate.

If we terminate, unless you are abusive or pose an emotional or physical danger to our staff, we'll advise You in writing 30 days in advance. Patients who are abusive or pose a danger to staff may be terminated immediately.

Reasons the Practice may terminate this agreement include but are not limited to:
• You fail to pay applicable fees owed pursuant to the Appendix 3 - Fee Schedule;
• You act fraudulently or engage in certain criminal acts;
• You repeatedly fail to adhere to the recommended treatment plan, especially regarding the use of controlled substances; or
• We discontinue the Program; and the Practice closes its doors.
• We are in network with your current insurance plan

Appointments. We prefer that You schedule visits more than 24 hours in advance when possible. But, we are available for walk-in urgent care services when we are open.

Patient Responsibilities. As a patient of the practice, you agree to the following:

- To provide the Practice your contact information and to notify the Practice of any changes.
- To provide the Practice with payment information.
- To pay the fees identified in Appendix 3 - Fee Schedule on time as established with the Practice.
- To work with the Provider and share information about your health, activities, and needs.
- Where possible, to schedule appointments with the Provider more than 24 hours in advance and to show up for an appointment in a timely fashion.
- Where possible, to notify the Provider at least 24 hours in advance of any appointment cancellations.
- To complete necessary consent, HIPAA, and other documents required by regulation or practice.
- If you want to participate in tele-health visits, to agree with and complete the Consent for Tele-Health consent services.

Communications and Privacy. The Provider and the Practice are concerned about Your privacy. The Provider will utilize in person communications, communications over the phone, and communications using the patient portal to ensure safety in the communications. The Provider will not answer medical communications over social media. It is important that You understand up front that communications with the Provider using email, video, chat, instant messaging, and cell phones are not guaranteed to be secure As mentioned in the prior section you will be asked to sign a consent to utilize tele-medicine.

Jurisdiction. This agreement shall be governed and construed under the laws of the State of Minnesota and all disputes arising out of this agreement shall be resolved in a court of proper venue and jurisdiction for the Practice. You agree to waive any right to have a jury participate in the resolution of any dispute or claim between the Parties which may arise under this Agreement. Assignment. You may not transfer or assign this agreement, or Your rights under it, to any other person. DPC at LifeWay Health & Wellness may not assign this agreement to a successor medical practice.

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Severability. If for any reason any provisions of this agreement are invalid or unenforceable, the validity of the remaining provisions will not be affected, and the invalid or unenforceable provision will be deemed modified to the minimum extent necessary to make it consistent with applicable law, and it will then be enforceable. If the agreement is invalidated, Practice has the right to offset any benefit conferred on You at fair market value against any refund owed You for fees.

PATIENT UNDERSTANDINGS (initial each):

_____I understand I may cancel my membership at any time on at least 24 hours' prior notice. I further understand that upon termination of my membership, for any reason, pre-paid future monthly membership fees will be refunded within 30 days. For example, if in January I prepay for the entire year, and my membership terminates in April, the Practice will refund me the full amount I paid less four times my monthly periodic fee.

_____I understand that fees are earned on the first of the month for the whole month so my membership remains intact until the last day of the month that I cancel my membership. I understand that I must pay for each membership month with an auto-deduct option on a credit or debit card. This will be auto deducted on the last day of the month prior to the month that is being paid for. Otherwise I will be billed on a yearly basis. If I choose to prepay for a year, I will receive a 5% discount. If I have not paid my membership fee for a given month I will not be able to access any services unless I pay the cash fee for a normal visit to the LifeWay Health & Wellness.

_____I understand this agreement and my membership covers only the ongoing primary care services described in Appendix 1 – Services Provided, and that this arrangement is not medical insurance. I understand I must pay for all medical services not included in Services Provided.

_____I am enrolling for membership in the Practice voluntarily. I understand I have other healthcare options.

_____In the event of a medical emergency, I agree to call 911 first.

_____I understand I will be required to pay all medical costs to the extent they are not covered services listed in Services Provided.

_____I understand the Provider will make reasonable efforts to be available during clinic hours, but may not always be able to see me on a same-day basis. I may, rarely, be referred to the Driggs or Victor clinic or the emergency room for same-day service and in those circumstances I will have to pay for those services.

_____I understand the Practice will not file or defend any insurance claims on my behalf and that I am prohibited from filing any claims or bills to insurance for services received.

_____I understand this agreement does not meet the Affordable Care Act's individual insurance requirement.
_____I do NOT expect the Provider to prescribe chronic controlled pain medications or benzodiazepines.

_____I understand failure to pay the membership fee will result in termination from the program.

Patient Name: _____ Date: _____

Patient Signature: _____

Direct Primary Care at Cache Clinic Representative: _____

Signature: _____

APPENDIX 1
Services Provided

SERVICES: Summary of What You Can Expect From Your Membership.

Services offered. All services offered are made available according to the sole discretion of the Provider offering the services. If you have a problem that is more complicated than the provider feels comfortable caring for, they will discuss their concerns and help you come up with the safest option to care for the problem.

Pathology. Pathology studies such as biopsies will be ordered at Your cost, always in the most economical manner possible.

Surgery and Specialist Referrals and Consults. Outside consults will be available at Your cost, requested only in consultation with You, and generally arranged as quickly as possible and in the most economical manner available.

Vaccinations. At this time vaccinations are NOT offered in our office at this time due to the cost prohibitive nature of stocking a limited supply. We will make an effort to help you obtain needed vaccinations elsewhere in the most cost effective manner possible.

LIST OF SERVICES PROVIDED

Basic Care	Wellness Exams including Sports Physicals	Included
	Well Child Exams	Included
	Preventative Care & Tests Planning	Included
Acute Care	Urinary Problems	Included
	Upper Respiratory Infections	Included
	Gastrointestinal Problems	Included
	Viral Infections	Included
	Injuries (where office care is appropriate)	Included
	Trigger point injections	Included
	Joint Injections (knee, shoulder, elbow, finger, etc.)	Included
	Skin Lesion Excision & Biopsy (does not include pathology fee)	Included
	Incision and removal of foreign body	Included
	Puncture aspiration/removal of cyst	Included
	Paring of corn or callus	Included
	Skin tag removal	Included
	Shave biopsy (does not include pathology)	Included

	ToeNail removal	Included
	Cryotherapy skin lesions/ warts	Included
	Incision of thrombosed hemorrhoid	Included
	IUD removal	Included
	Nerve block	Included
	Small laceration repairs, except face, scalp and other areas the Provider deems inappropriate for an office procedure	Included
	PAP smear (procedure only) see labs for further info)	Included
	Nebulizer treatments in house (plus albuterol)	Included
	Cerumen (wax) removal or candling	Included
	Vision/Hearing testing	Included
Complex Care	Diabetes Management	Included
	Hypertension Management	Included
	Cholesterol Management	Included
	Thyroid/Endocrine Disorder Management	Included
	Limited Cardiovascular/ Pulmonary Disease Management	Included
	Limited Gastrointestinal Disorder Management	Included
	Mental Health Care	Included
	Hospital Follow-Up	Included
	Pre-Op Evaluation	Included
	Weight Management Planning	Included
Labs	Urinalysis	Included
	Pregnancy Test	Included

	Rapid Strep	Included
	Rapid Influenza, Covid-19, RSV	$10 for 1st test/ per month $25 for any additional
	MonoSpot	Included
	Blood glucose	Included
	PAP cytology	Billed to insurance OR $50
	HPV reflex PAP	Billed to insurance OR $100
Injections/Medications	Rocephin (antibiotic) Injection	Included
	Dexamethasone (steroid) Injection	Included
	Lidocaine Injection	Included
	Kenalog (steroid) Injection	Included
	B-12 Injection	$5
Additional Premium Access	Same Day/Next Day Office Visits	Included
	Telemedicine Visit (email, phone, text, video chat)	Included

The charges listed are to cover the cost of the supplies or external fees for pathology to evaluate lab samples. We have tried to keep all fees to a minimum and have tried to set up the system so that you will not get any other bills from outside providers. You have the choice to pay cash fees through us, or send any additional lab fees through to insurance. We use Quest Diagnostics for a lab provider and they would be the one billing your insurance.

FEES
One time $50 setup fee

Age	Monthly Cost
Newborn - 15 years	$45
16 years - 64 years	$80
65 years and up	$70

Revised 01/08/2024

Family Maximum: $350

5% Discount if paid for 6 months ahead

11% Discount if paid for 12 months ahead

Appendix 2
Lab Costs

Lab	Cost
Complete Blood Count	$5
Comprehensive panel	$5
TSH	$6
Free T3	$6
Free T4	$6
Thyroid Peroxidase Antibodies	$6
Thyroglobulin Antibodies	$6
Reverse T3	$25
Lipid Panel (cholesterol)	$6
HGB A1c	$6
PSA (prostate)	$6
Iron Panel (iron, ferritin, TIBC)	$20
Vitamin D	$30

These prices are only for DPC Contracted patients. Once you are no longer on the contract, these prices are different, and generally higher.