



DIRECT PRIMARY CARE PATIENT AGREEMENT

This Direct Primary Care Patient Agreement (“Agreement”) is between **Direct Primary Care (DPC) at LifeWay Health & Wellness (“LWHW” or the “Practice”)**, Stacy Woodard, APRN (“**Provider**”), and:

Patient or Patient’s Legal Representative (“You” or “Your”)

BACKGROUND

Stacy Woodard is a Minnesota-licensed, board-certified advanced practice registered nurse providing family medicine and primary care services through Direct Primary Care at LifeWay Health & Wellness.

The Practice agrees to provide the Services described in this Agreement subject to the terms and conditions below. Additional information regarding LifeWay Health & Wellness and the care provided by the Practice is available at www.lifewayhealthandwellness.com.

AGREEMENT

1. What We Will Do

DPC at LifeWay Health & Wellness provides ongoing primary care services for acute, chronic, preventive, and wellness needs as described in **Appendix 1 – Services Provided**.

We will work with You to develop an individualized care plan based upon Your medical needs and discussion with Your Provider.

Care may be provided through:

- In-person office visits;
- Telemedicine visits when medically and clinically appropriate;
- Patient portal communication;
- Telephone communication; and
- Other secure communication methods approved by the Practice.

The Practice will make reasonable efforts to understand Your health needs and concerns and work collaboratively with You regarding Your care.

2. Our Limits

The DPC membership includes only the primary care services described in **Appendix 1 – Services Provided**.

The Provider will make reasonable efforts to address Your medical needs in a timely manner but cannot guarantee immediate or same-day availability.

Depending upon Your medical condition, You may need evaluation or treatment through an urgent care facility, emergency department, hospital, specialist, or other health care provider. Those services are not included in Your DPC membership unless specifically stated otherwise in this Agreement.

The Practice does not guarantee after-hours availability. Messages will be addressed as promptly as reasonably possible based upon clinical urgency, office hours, Provider availability, and the nature of the concern.

Electronic communication does not replace an appropriate office or telemedicine visit when the Provider determines that an evaluation is medically necessary. The Provider may require an appointment before providing diagnosis, treatment, medication changes, prescriptions, or other medical care.

3. What We Charge

You agree to pay the Practice the fees described in **Appendix 3 – Fee Schedule**.

Your DPC membership begins on the date Your initial membership payment is processed.

Monthly Membership

If You select monthly payment, Your membership fee will be automatically charged to Your credit or debit card on the same calendar day each month as Your original enrollment date, or as close to that date as reasonably possible if that date does not occur in a particular month.

For example, if Your membership begins on the 15th of the month, Your recurring membership payment will generally be processed on the 15th of each subsequent month.

Membership fees are paid in advance for the applicable membership period.

Prepaid Membership

You may elect to prepay for:

- **6 months**, receiving the discount identified in Appendix 3; or
- **12 months**, receiving the discount identified in Appendix 3.

No DPC membership term will be prepaid for more than 12 months.

Changes in Membership Fees

LifeWay Health & Wellness strives to maintain stable membership pricing but reserves the right to change membership fees.

You will receive at least **90 days' advance written notice** of a membership fee increase unless applicable law requires a different notice period.

4. Direct Primary Care and Health Insurance

Your DPC membership is separate from health insurance.

The Practice will not submit claims to Your health insurance for professional primary care services that are included in Your DPC membership fee. You agree not to submit claims to Your insurance seeking reimbursement for professional services that have already been provided as part of Your DPC membership.

This does not prevent insurance from being used for services or expenses that are **not included** in the DPC membership, when otherwise appropriate.

Examples may include:

- Outside laboratory services;
- Pathology;
- Imaging;
- Prescription medications;
- Specialist care;
- Hospital care;
- Emergency care; and
- Other services provided by third parties.

DPC may be an option for patients for whom the Practice is out-of-network with their insurance plan, as well as patients who are self-pay or participate in health-sharing arrangements.

If the Practice later becomes in-network with Your insurance plan and the applicable insurance contract, payer requirements, or law prevents the Practice from continuing Your DPC

arrangement, the Practice may terminate Your DPC membership in accordance with this Agreement and applicable law.

5. DPC Is Not Health Insurance

THIS DIRECT PRIMARY CARE AGREEMENT IS NOT HEALTH INSURANCE.

This Agreement and the Services provided under it are not an insurance plan and are not intended to replace comprehensive health insurance.

Your DPC membership does not cover hospital services, emergency department services, specialist services, surgery center charges, or other health care costs not specifically identified as included in this Agreement.

We strongly encourage You to maintain health insurance or other appropriate health coverage for medical expenses that are not included in Your DPC membership.

6. HSA, FSA, HRA and Other Health Benefit Accounts

Federal rules regarding Health Savings Accounts (HSAs), Flexible Spending Accounts (FSAs), Health Reimbursement Arrangements (HRAs), employer medical reimbursement plans, and other tax-advantaged health benefits may depend upon Your individual health plan, membership arrangement, and applicable federal tax law.

The Practice does not provide tax or benefits advice.

You should consult Your health plan administrator, employer, tax advisor, or other qualified professional regarding:

- Your eligibility to contribute to an HSA or other account;
- Whether Your DPC membership affects that eligibility; and
- Whether membership fees or other expenses may be paid or reimbursed through an HSA, FSA, HRA, or other benefit.

7. Cancellation and Refund Policy

Cancellation by the Patient

You may cancel Your DPC membership at any time by providing the Practice with **at least 30 days' written notice**, except where applicable law requires a different or shorter termination period, in which case applicable law will control.

There is **no cancellation fee**.

Written notice may be provided through a method accepted by the Practice, including the patient portal, written correspondence, or another written communication method designated by the Practice.

Monthly Memberships

For patients paying monthly, the membership will continue during the applicable notice period and will terminate at the end of the applicable paid membership period, **subject to any different termination date required by applicable law.**

Any unearned membership fee will be refunded when required by applicable law.

6-Month and 12-Month Prepaid Memberships

Patients who prepay for a 6-month or 12-month membership receive the discount identified in Appendix 3.

If a prepaid membership terminates before the end of the prepaid membership period, any **unearned portion of the prepaid membership fee will be refunded as required by applicable law.**

Any refund due will generally be issued within 30 days after the effective date of termination.

The portion of the membership fee attributable to Services already available to You during an elapsed membership period is considered earned and is non-refundable except where otherwise required by law.

8. Re-Enrollment After Cancellation

If You voluntarily terminate Your DPC membership and later request to re-enroll, **re-enrollment is not guaranteed** and remains subject to Practice approval, availability, and applicable law.

If the Practice agrees to accept You back into the DPC Program after a prior voluntary cancellation, a **\$300 re-enrollment fee** will apply in addition to the applicable membership fee and any other enrollment fees identified in Appendix 3 – Fee Schedule.

The re-enrollment fee is intended to address the administrative costs associated with terminating and subsequently re-establishing a DPC membership and to discourage short-term enrollment for the purpose of obtaining isolated services at the discounted DPC membership rate.

The Practice may decline re-enrollment when permitted by applicable law, including when a patient has voluntarily terminated a prior DPC agreement with the Practice within the preceding 12 months.

The \$300 re-enrollment fee does not apply when:

- The Practice terminated the patient's membership;
- Membership ended because the Practice became in-network with the patient's insurance and continuation of DPC was not permitted;
- The DPC Program was discontinued;
- Membership ended because of a Practice billing or administrative error; or
- The Practice determines, in its discretion, that the fee should be waived because of extraordinary circumstances.

9. Termination by the Practice

The Practice may terminate this Agreement by providing written notice to You.

Except where immediate action or a different notice period is permitted by law, the Practice will generally provide at least **30 days' written notice** before termination of Your DPC membership.

Any unearned prepaid membership fees will be refunded as required by applicable law.

The Practice may restrict or prohibit an individual's physical access to the clinic or certain methods of communication when reasonably necessary to protect patients, Providers, staff, or others from threatening, abusive, dangerous, harassing, or substantially disruptive behavior.

Reasons the Practice may terminate this Agreement include, but are not limited to:

- Failure to pay fees owed under Appendix 3 – Fee Schedule;
- Fraudulent conduct;
- Criminal conduct related to Your relationship with the Practice;
- Repeated failure to comply with treatment or safety requirements, particularly those involving controlled substances;
- Abusive, threatening, harassing, dangerous, or substantially disruptive behavior toward Providers, employees, patients, or others;
- Misuse of Practice communication systems or services;
- Breakdown of the patient-provider relationship that prevents the Practice from safely or appropriately providing care;
- Discontinuation of the DPC Program;
- Closure of the Practice or inability of the Practice to continue providing the DPC Program; or
- Changes in the Practice's participation with Your insurance plan that make continued DPC participation unavailable or inconsistent with payer requirements or applicable law.

Termination of the DPC membership does not eliminate Your responsibility for charges or balances incurred before the effective termination date.

10. Failure to Pay Membership Fees

You are responsible for maintaining a valid payment method and paying membership fees when due.

If Your required membership payment is not received, Your access to services under the DPC membership may be suspended and Your membership may be terminated in accordance with this Agreement and applicable law.

During a period in which Your DPC membership is inactive, You may receive available services from LifeWay Health & Wellness at the applicable self-pay rate if the Practice agrees to provide those services.

11. Appointments

We encourage You to schedule routine visits more than 24 hours in advance whenever possible.

Same-day or urgent appointments may be available during regular business hours based upon Provider availability and the medical needs of patients.

Same-day access is not guaranteed.

LifeWay Health & Wellness is not an emergency department and does not guarantee walk-in urgent care services.

For a medical emergency, **call 911 or go to the nearest emergency department.**

12. Patient Responsibilities

As a patient participating in the DPC Program, You agree:

- To provide accurate and current contact information and promptly notify the Practice of changes;
- To maintain current payment information;
- To pay fees identified in Appendix 3 – Fee Schedule when due;
- To provide accurate and complete information regarding Your health, medications, symptoms, activities, and medical needs;
- To participate appropriately in the development of Your treatment plan;
- Whenever possible, to schedule appointments in advance;
- To arrive for appointments on time;
- Whenever possible, to notify the Practice at least 24 hours before canceling an appointment;

- To complete required consent, HIPAA, telehealth, financial, and other Practice documents;
- To communicate respectfully with Providers and Practice staff;
- To use the patient portal and other communication methods appropriately; and
- To seek emergency services when medically necessary rather than relying upon the DPC Practice for emergency care.

13. Communications and Privacy

The Practice takes Your privacy seriously.

The Practice may communicate with You through:

- In-person communication;
- Telephone;
- Patient portal;
- Telemedicine technology; and
- Other communication methods authorized by You and permitted by the Practice.

The Practice will not provide medical care through social media.

You understand that certain electronic communications, including ordinary email, text messaging, video communication, or cellular communication, may carry privacy or security risks.

You may be required to complete additional consent forms before certain electronic or telemedicine services are used.

Portal and electronic messaging are intended for appropriate communication and care coordination and are not a substitute for an appointment when evaluation, examination, or significant medical decision-making is necessary.

14. Services Not Included

Unless specifically identified as included in **Appendix 1**, the DPC membership does not include charges for:

- Outside laboratory services;
- Pathology;
- Imaging;
- Specialist services;
- Hospital services;
- Emergency department services;
- Surgery or surgery center services;
- Prescription medications obtained from a pharmacy;

- Durable medical equipment; or
- Services provided by third parties.

The Provider retains clinical discretion to determine whether a particular medical condition, procedure, test, treatment, or service can be safely and appropriately provided through the DPC Practice.

15. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Any dispute arising from this Agreement shall be resolved in a court having proper jurisdiction and venue.

To the extent permitted by applicable law, the Parties agree to waive trial by jury for disputes arising under this Agreement.

16. Assignment

You may not transfer or assign this Agreement or Your membership rights to another individual.

LifeWay Health & Wellness may assign or transfer this Agreement only as permitted by applicable law.

17. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in effect.

The invalid or unenforceable provision will be modified to the minimum extent necessary to make it consistent with applicable law whenever legally permissible.

If applicable law changes in a way that conflicts with a provision of this Agreement, **applicable law will control**.

PATIENT ACKNOWLEDGEMENT

Please initial below after reviewing the following statements.

By initialing below, I acknowledge that:

- My DPC membership is **not health insurance** and does not replace comprehensive health insurance.
- My membership covers only the services identified as included in **Appendix 1 – Services Provided**.
- I am responsible for medical expenses and services that are not included in my membership.
- Same-day appointments, after-hours availability, and care through portal or electronic messaging are **not guaranteed**, and the Provider may require an office or telemedicine visit when medically appropriate.
- In a medical emergency, I will call **911 or seek emergency medical care** rather than relying on the DPC Practice.
- The Practice will not bill my insurance for professional primary care services already included in my DPC membership, although insurance may still be used when appropriate for services outside the membership.
- My membership begins on the date my first payment is processed. If I pay monthly, my membership fee will generally be charged on that same calendar day each month.
- I may choose a 6-month or 12-month prepaid membership at the applicable discounted rate.
- I may cancel my membership by providing the required written notice described in this Agreement.
- There is no cancellation fee; however, if I voluntarily cancel and later request to re-enroll, **re-enrollment is not guaranteed and a \$300 re-enrollment fee may apply**.
- Any refund of prepaid membership fees will be handled according to the Cancellation and Refund Policy and applicable law.
- Failure to pay membership fees may result in suspension or termination of my DPC membership.
- Participation in the DPC Program does not guarantee prescriptions for controlled substances. All prescribing remains subject to the Provider's clinical judgment, Practice policies, and applicable law.

Patient/Representative Initials: _____

SIGNATURES

By signing below, I acknowledge that I have read this Agreement, understand its terms, have had an opportunity to ask questions, and voluntarily agree to participate in the LifeWay Health & Wellness Direct Primary Care Program.

PRINT Patient Name and DOB:

Patient or Legal Representative Signature:

Date: _____

If signed by Legal Representative, Relationship to Patient:

Practice Acceptance

Practice Representative Signature:

Date: _____

Office Use

Initial Payment/Setup Fee Collected:

Payment Option Selected:

- Monthly
- Prepaid 6 Months
- Prepaid 12 Months

Recurring Payment Established (if applicable):

Staff Initials: _____

APPENDIX 1 – SERVICES PROVIDED

Summary of What You Can Expect From Your Membership

Services Offered

All services are provided according to the Provider's clinical judgment and within the scope of services that can be safely and appropriately provided by LifeWay Health & Wellness.

If a medical condition is more complicated than the Provider believes can appropriately be managed within the Practice, the Provider will discuss this with You and assist You in identifying an appropriate next step.

Pathology

Pathology services, including evaluation of biopsy specimens, are **not included in the membership fee** unless specifically stated otherwise.

Pathology will be ordered at Your expense when medically appropriate.

Surgery, Specialist Referrals and Consultations

Outside specialist consultations, procedures, or surgical services are not included in Your DPC membership and are at Your expense.

The Practice will assist with referrals when medically appropriate.

Vaccinations

The Practice carries a limited selection of vaccines.

When appropriate, we may determine whether a vaccine can be covered through Your health insurance. If insurance coverage is unavailable or insurance is not used, applicable out-of-pocket pricing will be discussed with You before the vaccine is administered.

LIST OF INCLUDED SERVICES

Basic and Preventive Care

Service	Membership
Wellness Exams, including Sports Physicals	Included
Well Child Exams	Included
Preventive Care and Testing Planning	Included

Acute Care

Service	Membership
Urinary Problems	Included
Upper Respiratory Infections	Included
Gastrointestinal Problems	Included
Viral Illnesses	Included
Injuries appropriate for office care	Included
Trigger Point Injections	Included
Skin Lesion Excision/Biopsy – pathology not included	Included
Incision and Removal of Foreign Body	Included
Puncture Aspiration/Removal of Cyst	Included
Skin Tag Removal	Included
Shave Biopsy – pathology not included	Included
Toenail Removal	Included
Cryotherapy of Skin Lesions/Warts	Included
Incision of Thrombosed Hemorrhoid	Included
IUD Removal	Included
Cranial Nerve Block	Included

Small Laceration Repair, except face, scalp, or other areas Provider considers inappropriate for office repair	Included
PAP Smear Collection/Procedure – laboratory processing addressed separately	Included
In-Office Nebulizer Treatment, including albuterol when available	Included
Cerumen (Earwax) Removal	Included
Vision/Hearing Screening	Included

Chronic and Complex Care

Service	Membership
Diabetes Management	Included
Hypertension Management	Included
Cholesterol Management	Included
Thyroid/Endocrine Disorder Management	Included
Appropriate Cardiovascular/Pulmonary Disease Management	Included
Appropriate Gastrointestinal Disorder Management	Included
Mental Health Care within Primary Care Scope	Included
Hospital Follow-Up	Included
Preoperative Evaluation	Included
Weight Management Planning	Included

In-Office Testing

Test	Member Cost
Urinalysis	Included
Pregnancy Test	Included
Rapid Strep	Included

Rapid Influenza/COVID-19/RSV Testing	\$10 first test per month; \$25 each additional
MonoSpot	Included
Blood Glucose	Included
PAP Cytology	Billed to insurance OR \$50
HPV Reflex/Testing	Billed to insurance OR \$100

Injections and Medications Administered In Office

Service	Member Cost
Rocephin Injection	Included
Dexamethasone Injection	Included
Lidocaine Injection	Included
Kenalog Injection	Included
B-12 Injection	\$5

Additional Membership Access

Service	Membership
Same-Day/Next-Day Office Visits when available	Included
Telemedicine Visits when clinically appropriate	Included
Appropriate Patient Portal/Telephone Communication and Care Coordination	Included

Same-day, next-day, telemedicine, portal, or telephone access remains subject to Provider availability and clinical appropriateness. Electronic communication does not guarantee that medical care can be provided without an appointment.

Laboratory and Outside Charges

Certain charges listed in this Agreement represent supply costs or fees charged by outside laboratories, pathology providers, or other third parties and are not included in the DPC membership fee.

We make reasonable efforts to inform patients of anticipated charges when known; however, LifeWay Health & Wellness cannot guarantee the final amount charged by an outside laboratory, pathology provider, imaging facility, specialist, hospital, or other third party.

When available, patients may have the option to utilize LifeWay's DPC cash laboratory pricing or have an outside laboratory bill insurance.

LifeWay Health & Wellness currently utilizes Quest Diagnostics for certain laboratory testing. When insurance billing is selected, Quest Diagnostics may bill Your insurance directly.

APPENDIX 2 – DPC LABORATORY PRICING

Laboratory Test	DPC Member Cost
Complete Blood Count	\$5
Comprehensive Metabolic Panel	\$5
TSH	\$6
Free T3	\$6
Free T4	\$6
Thyroid Peroxidase Antibodies	\$6
Thyroglobulin Antibodies	\$6
Reverse T3	\$25
Lipid Panel	\$6
Hemoglobin A1c	\$6
PSA	\$6
Iron Panel – Iron, Ferritin, TIBC	\$20
Vitamin D	\$30

These prices are available only to patients with an active LifeWay Health & Wellness DPC membership. Pricing may change and may be different for patients who are not active DPC members.

APPENDIX 3 – FEE SCHEDULE

Enrollment Fee

One-Time Setup/Enrollment Fee: \$50

Monthly Membership Fees

Age	Monthly Membership Fee
Newborn–15 years	\$45
16–64 years	\$80
65 years and older	\$70

Family Maximum: \$350 per month

Prepaid Membership Options

6-Month Prepayment: 5% discount from the applicable membership fees.

12-Month Prepayment: 11% discount from the applicable membership fees.

Prepaid membership covers only the applicable 6-month or 12-month membership period.

If a prepaid membership terminates before the prepaid period has expired, any unearned prepaid membership fee will be refunded in accordance with the Cancellation and Refund Policy and applicable law.

No membership payment will be accepted for more than 12 months of future DPC membership.

Re-Enrollment Fee

Re-Enrollment Following Voluntary Cancellation: \$300

Re-enrollment after voluntary cancellation is subject to Practice approval and is not guaranteed.

The re-enrollment fee is in addition to the applicable membership fee and any other enrollment fees unless waived by the Practice under the exceptions described in this Agreement.