



DIRECT PRIMARY CARE PATIENT AGREEMENT

This is an Agreement between Direct Primary Care (DPC) at Mythical Wellness, Victoria Angel (Provider) and _____ (Patient or Patient's Representative).

BACKGROUND:

Victoria Angel, FNP-BC, an Arizona licensed provider, provides family medicine services through Direct Primary Care (DPC) at Mythical Wellness. Victoria would be honored to be your care provider. Victoria agrees to provide you the services described in this agreement on the terms and conditions below. Additional information regarding the provider, Direct Primary Care, and the care Victoria provides can be found on Mythical Wellness' website at www.mythicalwellness.com.

AGREEMENT:

What We'll Do? DPC at Mythical Wellness 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 a discussion and interaction with the provider. Provider will meet with you in person, or via telemedicine (when appropriate). We will offer multiple means of communication, including in-person, via patient portal, via phone/text, 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, and/or hospital setting. If so, those costs will not be included in your membership. The provider cannot guarantee after-hours availability, unless you are on the *Elite Membership Plan*.

What We Charge

You'll pay the practice the amounts described in *Appendix 2 – 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 first day of 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 Insurance

The provider has made a very conscious decision NOT TO ACCEPT OR PARTICIPATE IN ANY INSURANCE PRODUCTS OR PROGRAMS. You should therefore anticipate that the fees you pay for services directly to Mythical Wellness will not be covered by any insurance you may have. Patients will be offered a "Superbill" that they can submit to their insurance, but no guarantee for insurance reimbursement.

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 coverages. This agreement does not provide health insurance coverage, including the minimal essential coverage required by federal law. 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.

Cancellation and Refund Policy

You can cancel your membership with a 30-day notice and your membership will be terminated at the end of the calendar month after 30-day's notice is given. 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 with 30-day's notice. Upon termination, pre-paid membership fees will not be refunded. 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 2- Fee Schedule*;
- You act fraudulently or engage in certain criminal acts;
- You abuse access/services with the provider or
- We discontinue the program; and the practice closes its doors.

Appointments

We prefer that you schedule visits more than 24 hours in advance when possible. Note, we are often available for same day urgent care services.

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 2 - 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 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 Atlas patient portal to ensure safety in the communications. 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 Arizona 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 Mythical Wellness may not assign this agreement to a successor medical practice.

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 to 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 not be refunded, and 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 first day of 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 Mythical 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 business hours but may not always be able to see me on a same-day basis. I may, rarely, be referred to 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 Mythical Wellness 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, the provider 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

Vaccinations are NOT offered in our office. If you wish to obtain vaccines, we will provide you with information on where to obtain vaccinations elsewhere in the most cost-effective manner possible.

LIST OF SERVICES PROVIDED

Basic Care Wellness Exams including Sports Physicals

Well Child Exams

Preventative Care & Tests Planning

Functional health care planning (if desired)

Acute Care Urinary Problems

Upper Respiratory Infections

Gastrointestinal Problems

Injuries (where office care is appropriate)

Puncture aspiration of cyst

Debridement of skin

Paring of corn or callus

Skin tag removal

Nail Trimming

Nail removal

1st and 2nd degree burn treatment

Dislocated fingers

Rhinorrhea treatment

Small laceration repairs, except face, scalp and other areas the provider deems inappropriate for an office procedure

Abscess Drainage

IV fluid administration for medical necessity (personal use or additives are extra but discounted from regular patient price)

Nebulizer Treatments

Cerumen Removal

Vision Test

Hypertension Management

Hyperlipidemia (cholesterol) Management

Thyroid Disorders and Endocrine Management

Limited Cardiovascular and Pulmonary Disease Management

Gut and Inflammation Health

Women's Health and Hormone Replacement

Mental Health/Wellness Care

Hospital Follow-Up and Pre-Op Evaluations

Weight Management Planning and Nutrition

Imaging ordered included, must go to imaging location (separate fee directly imaging facility)

Laboratory tests drawn in office, lab processing fees will apply

Urinalysis

Urine Pregnancy Test

Rapid Strep Testing

Rapid Flu Testing

RSV Testing

Rapid COVID-19 Testing

Capillary blood glucose

Equipment Splinting supplies

Non-opioid pain management

Premium

Access Same Day/Next Day Office Visits Included

Telemedicine Visits (email, phone, text, video chat) Included

The charges listed are to cover the cost of the supplies. External fees for radiology and pathology to evaluate x-rays and lab samples will be charged by facility imaging or processing labs. We have tried to keep all fees to a minimum and have tried to set up the system so that you will have minimal bills from outside providers.

APPENDIX 2:

Fee Schedule

Monthly fees are:

0-17 years

\$25.00 per month

18 years to 39 years

\$60 per month

Aged 40-Medicare Age

\$80.00 per month

Family Plan– (two adults and 2 of their minor children in the same household)

\$160 per month

Each extra child enrolled in the family plan (age 0-17 years)- \$15 per month

Home Visit Plan (all ages)

\$250 per month

VIP Membership that allows for 24/7 access to provider (limited spaces available)

\$300 per month

Bonus! If you prepay for a 12-month period, you receive a 5% discount!