

SECTION I — PATIENT AGREEMENT

PATIENT AGREEMENT

MIRA DIRECT PRIMARY CARE

This is an Agreement entered into on , 20 , Mira Direct Primary Care, a Louisiana Limited Liability Company (Practice, Us or We), and _ (Patient or You).

Background

The PRACTICE is a direct patient-provider primary care practice through Dr. Anthony Todd Flowers, MD, located at 1000 Chinaberry Drive, Suite 1200, Bossier City, Louisiana 71111. Courtney Brooks, FNP-C is an employee of Mira Direct Primary Care, practices under a current collaborative practice agreement, and maintains a separately assigned patient panel. A Patient may select Dr. Flowers or Courtney Brooks, FNP-C as the Patient's primary clinician; that selection determines the standard monthly direct fee stated in Appendix C. Patients who select Courtney ordinarily receive their routine primary care from Courtney, with Dr. Flowers or other Mira clinicians providing collaborative or coverage care when clinically or operationally appropriate. The direct agreement remains between the Patient and Mira Direct Primary Care. In exchange for the applicable fee, the PRACTICE agrees to provide the Services described in this Agreement on the terms and conditions contained in this Agreement.

Definitions

1. **Patient.** In this Agreement, "Patient" means the individual named in Appendix B who has signed this Agreement and is entitled to receive the Included Membership Services through the PRACTICE. Each individual Patient signs a separate direct agreement, even when family members are grouped together for billing purposes.
2. **Services.** In this Agreement, "Services" means the collection of services, offered to you by Us in this Agreement. These Services are listed in Appendix A(1), which is attached and a part of this Agreement.

Agreement

3. **Term and Renewal.** This Agreement begins on _____ and has an initial term of one year. It will automatically renew for successive one-year terms unless terminated in accordance with Section 5. Nothing in this Section limits the Patient's right to terminate the Agreement at will upon written notice.
4. **Fee Schedule and Changes.** The amount of the periodic direct fee and the frequency of payment are stated in Appendix C. A fee schedule applicable to an existing Patient will not be increased more frequently than annually. The PRACTICE will give existing Patients at least sixty (60) days' advance notice of a fee change.
5. **Termination.** The Patient may terminate this Agreement at will at any time by providing written notice to the PRACTICE. The PRACTICE will not discontinue care solely because of a Patient's health status. After providing notice and an opportunity for the Patient to obtain care from another physician, the PRACTICE may discontinue care if the Patient fails to pay the direct fee as required by this Agreement, commits fraud, repeatedly fails to comply with the recommended treatment plan, is abusive and presents an emotional or physical danger to staff or other patients, or if the PRACTICE discontinues operation as a direct practice.
6. **Payments, Additional Charges, Enrollment and Re-enrollment Fees, and Refunds.** In exchange for the Included Membership Services described in Appendix A, the Patient agrees to pay the periodic direct fee stated in Appendix C. The direct fee is the total amount due for the primary care services expressly included in this Agreement. A one-time enrollment fee stated in Appendix C is due at initial enrollment. If a former patient later seeks to re-enroll after membership has ended or lapsed, re-enrollment is not guaranteed and is subject to case-by-case approval by the PRACTICE, consistent with applicable law. If re-enrollment is approved, the re-enrollment fee stated in Appendix C is due before membership becomes active. Any unearned prepaid periodic direct fees, if any, will be promptly refunded as required by Louisiana law.
 - (a) The monthly direct fee is payable when the Patient signs the Agreement and is due no later than the 25th day of each month thereafter, unless the PRACTICE establishes another written billing date. The applicable family billing cap, if any, is a billing discount applied across separate individual agreements as described in Appendix C.

- (b) Recurring electronic payment of the monthly membership fee will be authorized through Appendix E or through a separate written or similarly authenticated authorization provided by the PRACTICE's payment processor. A copy of the authorization will be provided to the Patient or account holder.
- (c) Additional charges may apply to items specifically excluded from the direct fee as stated in Appendix A, including permitted supplies, medications, or specific vaccines, and to separately purchased services or third-party services outside the Included Membership Services. The Patient will be informed of the applicable price or a good-faith estimate before the item is administered or delivered or before the separately billed service is obtained. Where the PRACTICE first pays an outside laboratory, imaging provider, or other vendor, the Patient may be charged the previously disclosed amount later after the PRACTICE receives or pays the vendor charge.
- (d) Services that are included in the direct fee will not be retroactively converted to fee-for-service charges because the Agreement is terminated. Amounts properly due for separately authorized items or services outside the direct primary care arrangement remain payable.

Disclosures

- 7. Insurance and Health Savings Accounts. The PRACTICE will not submit claims to a health insurance issuer for health care services covered by this direct agreement. The direct primary care arrangement is not health insurance and is intended to complement, not replace, insurance for services not provided by the PRACTICE. Federal law provides special HSA treatment for certain arrangements that meet the federal definition of a qualifying direct primary care service arrangement. Mira Direct Primary Care currently makes certain separately priced health care items and services available only to members. Accordingly, the PRACTICE does not represent or guarantee that this Agreement qualifies for the federal DPCSA exception for HSA contribution eligibility or that membership or enrollment fees are reimbursable from an HSA. Patients should consult their HSA administrator or tax advisor regarding their individual HSA eligibility and tax treatment. _____ (Initial)
- 8. Medicare - Dr. Flowers. The Patient understands that Dr. Anthony Todd Flowers has opted out of Medicare. Medicare may not be billed for items or services furnished by Dr. Flowers under a valid private contract during the applicable opt-out period. A Patient enrolled in Medicare Part B who receives services from Dr. Flowers under private contract must complete Appendix D for the applicable two-year opt-out period. Courtney Brooks, FNP-C does not currently see Medicare beneficiaries and is not available as the selected primary clinician for Medicare beneficiaries under this Agreement. _____ (Initial)
- 9. **This Is Not Health Insurance.** "This agreement does not provide comprehensive health insurance coverage. It provides only the health care services specifically described." The Patient understands that this Agreement does not replace health insurance and is encouraged to obtain and maintain insurance for services not provided by the PRACTICE, including hospitalization, specialist care, major surgery, advanced imaging, and catastrophic events. _____ (Initial)
- 10. **Professional Regulation.** Dr. Anthony Todd Flowers is regulated by the Louisiana State Board of Medical Examiners (LSBME), 630 Camp Street, New Orleans, Louisiana 70130, (504) 568-6820. Advanced practice registered nurses are regulated by the Louisiana State Board of Nursing (LSBN), 17373 Perkins Road, Baton Rouge, Louisiana 70810, (225) 755-7500.
- 11. **Electronic Communications and Telehealth.** The Patient authorizes the PRACTICE and its clinicians to communicate with the Patient by telephone, text message, e-mail, patient portal, facsimile, and video or other telehealth methods using the contact information supplied by the Patient. The Patient understands that ordinary electronic communications may carry privacy and security risks and that absolute confidentiality cannot be guaranteed. The PRACTICE will use reasonable safeguards and will comply with applicable federal and Louisiana privacy, security, confidentiality, and professional-practice requirements. Nothing in this Agreement waives or limits those legal obligations. Communications that are clinically relevant may be incorporated into the medical record. The Patient further acknowledges that:
 - (a) E-mail and text message are not appropriate for emergencies or situations that the Patient reasonably expects may become emergencies.
 - (b) If the Patient has an emergency or potentially emergent condition, the Patient should call 911 or go to the nearest emergency department and follow emergency personnel instructions.
 - (c) At the discretion of the Patient's treating clinician, clinically relevant e-mail, text, portal, telephone, or telehealth communications may be made part of the Patient's medical record.

- (d) The Patient should not use ordinary e-mail or text messaging to send especially sensitive information if a more secure communication method is reasonably available.
- (e) **Email/Text Messaging Usage.** If the Patient does not receive a response to an e-mail or text message within 24 hours, the Patient agrees to contact the PRACTICE or the Patient's primary clinician by telephone or another available method.
- (f) **Technical Failure.** Electronic communications can be delayed or fail because of internet, cellular, power, software, hardware, network, or transmission problems. The Patient should use another available method of contact if an electronic communication is not acknowledged or if timely response is important. Nothing in this paragraph limits liability or legal duties that cannot lawfully be waived.
12. **Primary Clinician Availability.** The Patient will ordinarily receive routine primary care from the selected primary clinician. From time to time, due to vacations, illness, scheduling, clinical needs, or personal emergency, that clinician may be temporarily unavailable. The PRACTICE will make reasonable efforts to notify Patients of planned absences and to provide information about available Mira coverage or alternate care options. Care furnished by an outside provider is not included in the membership fee unless the PRACTICE expressly states otherwise in writing.
13. **Change of Law.** If there is a change of any relevant law, regulation or rule, federal, state or local, which affects the terms of this Agreement, the parties agree to amend this Agreement to comply with the law.
14. **Severability.** If any part of this Agreement is considered legally invalid or unenforceable by a court of competent jurisdiction, that part will be amended to the extent necessary to be enforceable, and the remainder of the Agreement will stay in force as originally written.
15. **No Retroactive Repricing of Covered Services.** Primary care services included in the periodic direct fee will not be retroactively repriced as fee-for-service charges if this Agreement is terminated or later determined to be unenforceable. This provision does not eliminate charges properly incurred for items expressly excluded from the direct fee or for separately authorized services provided outside the direct primary care arrangement.
16. **Amendment.** No amendment of this Agreement shall be binding on a party unless it is in writing and signed by the parties, except for amendments made as necessary to comply with Section 13 (Change of Law) or fee changes made in accordance with Section 4 and applicable law.
17. **Assignment.** This Agreement, and any rights You may have under it, may not be assigned or transferred by You.
18. **Legal Significance.** You acknowledge that this Agreement is a legal document and gives the parties certain rights and responsibilities. You also acknowledge that You have had a reasonable time to seek legal advice regarding the Agreement and have either chosen not to do so or have done so and are satisfied with the terms and conditions of the Agreement.
19. **Miscellaneous.** This Agreement shall be construed without regard to any rules requiring that it be construed against the party who drafted the Agreement. The captions in this Agreement are only for the sake of convenience and have no legal meaning.
20. **Entire Agreement.** This Agreement contains the entire agreement between the parties and replaces any earlier understandings and agreements whether they are written or oral.
21. **No Waiver.** In order to allow for the flexibility of certain terms of the Agreement, each party agrees that they may choose to delay or not to enforce the other party's requirement or duty under this Agreement (for example notice periods, payment terms, etc.). Doing so will not constitute a waiver of that duty or responsibility. The party will have the right to enforce such terms again at any time.
22. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Louisiana. All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for the PRACTICE in Bossier City, Louisiana.
23. **Written Notices.** Written notices under this Agreement may be delivered in person, through the Patient portal, by e-mail to an address designated by the PRACTICE, or by first-class U.S. mail to the addresses stated in this Agreement or Appendix B. The Patient is responsible for keeping contact information current.
- The parties may have signed duplicate counterparts of this Agreement on the date first written above.

LOUISIANA DIRECT PRIMARY CARE DISCLOSURE STATEMENT

- This Agreement is a direct primary care agreement. The periodic direct fee is the total amount due for the primary care services expressly identified as Included Membership Services in Appendix A.
- The Patient may terminate this Agreement at will upon written notice. Any unearned prepaid direct fees, if any, will be promptly refunded as required by law.
- The PRACTICE will provide at least sixty (60) days' advance notice of a fee change applicable to an existing Patient and will not increase such a fee more frequently than annually.
- The Patient is encouraged to obtain and maintain health insurance for health care services not provided by the PRACTICE, including hospital, specialist, major surgery, advanced imaging, and catastrophic care.
- The PRACTICE will not bill a health insurance issuer for health care services covered under this direct agreement.
- Louisiana State Board of Medical Examiners: 630 Camp Street, New Orleans, Louisiana 70130; (504) 568-6820.

For MIRA DIRECT PRIMARY CARE, LLC

Patient

Authorized Practice Signature: _____

Patient Signature: _____

Anthony Todd Flowers, MD, for Mira Direct Primary
Care, LLC

Patient Name (printed): _____

Date: _____

Date: _____

APPENDIX A

SERVICES

- 1. Included Membership Services and Other Services.** Louisiana law requires the Agreement to identify the specific primary care services included in the periodic direct fee. The categories below control whether a service is included in membership, separately chargeable as a permitted excluded item, or provided outside the direct primary care arrangement.

A. INCLUDED IN THE PERIODIC DIRECT FEE

- Acute and non-acute office visits
- Well-woman care and the professional component of Pap smear visits (outside laboratory/pathology charges are excluded)
- Well-baby care
- Blood pressure and chronic disease monitoring, including diabetic monitoring
- Annual wellness examination and evaluation, including appropriate history review, health risk assessment, preventive counseling, wellness planning, and physical examination
- After-hours telephone access, e-mail access, and telehealth/video communication when clinically appropriate
- Reasonable efforts for minimal-wait, same-day, or next-day appointments as described below
- Coordination with specialists to whom the Patient is referred
- Electrocardiogram (EKG)
- Spirometry
- Breathing treatments (including nebulizer or inhaler with spacer)
- IUD removal
- Removal of benign skin lesions or warts
- Skin biopsies
- Simple aspiration or injection of a joint
- Cerumen removal
- Wound repair and sutures
- Nail removal
- Abscess incision and drainage
- Basic vision/hearing screening

B. FEE-FOR-SERVICE SERVICES OUTSIDE THE PERIODIC DIRECT FEE

- Urinalysis
- Rapid testing performed in the office

Urinalysis and rapid testing performed by the PRACTICE are not included in the periodic direct fee and are separately priced fee-for-service items available to Mira members. The Patient will be told the applicable price before the test is performed. These separately billed member-only services are one reason the PRACTICE does not represent that this Agreement satisfies the federal DPCSA requirements for HSA treatment.

C. ITEMS AND SERVICES NOT INCLUDED IN THE DIRECT FEE

- Charges imposed by outside laboratories, pathology providers, radiology/imaging facilities, specialists, hospitals, or other outside providers are not included in the periodic direct fee. The Patient is responsible for those outside-provider charges.
- Prescription medications dispensed by the PRACTICE are not included in the periodic direct fee and are separately charged. The Patient will be informed of the price before the medication is dispensed. Supplies, medications administered in the office, and specific vaccines may also carry an additional charge when specifically excluded from the direct fee, with advance notice before administration or delivery.
- Laboratory testing, MRI/imaging, and other outside or third-party services may be arranged or facilitated through the PRACTICE at self-pay rates when available. These charges are not part of the periodic direct fee. The Patient will be informed of the expected price or a good-faith estimate before the service is obtained. Where the PRACTICE pays the outside vendor first, the Patient may be charged later after the PRACTICE receives or pays the vendor charge, in accordance with the Patient's payment authorization.
- Other services outside the DPC arrangement, if any, will be separately identified and authorized. Fees paid under the DPC Agreement do not cover specialist, hospital, or other outside-provider professional fees.

Included annual wellness services may include, as medically appropriate:

- Detailed review of medical, family, and social history and update of medical record;
- Personalized Health Risk Assessment utilizing current screening guidelines;
- Preventative health counseling, which may include: smoking cessation, behavior modification, stress management, etc.;
- Custom Wellness Plan to include recommendations for immunizations, additional screening tests/evaluations, fitness and dietary plans;
- Complete physical exam & form completion as needed.

2. Access and Coordination Services Included in Membership. The PRACTICE will provide the following access and coordination services as part of membership:

- a. After Hours Access. Patient shall have direct telephone access to the Patient's primary clinician or the PRACTICE seven days per week. Patient shall be given a phone number through which the Patient may reach the primary clinician or PRACTICE for guidance regarding concerns that arise unexpectedly after office hours. Video chat and text messaging may be utilized when the clinician and Patient agree that it is appropriate.
- b. E-Mail Access. Patient shall be given an e-mail address or other electronic contact method for non-urgent communications with the Patient's primary clinician or the PRACTICE. Such communications shall be addressed by the clinician or a staff member of the PRACTICE in a timely manner. Patient understands and agrees that email and the internet should never be used to access medical care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency. Patient agrees that in such situations, when a Patient cannot speak to a clinician immediately in person or by telephone, the Patient shall call 911 or go to the nearest emergency medical assistance provider and follow the directions of emergency medical personnel.
- c. No Wait or Minimal Wait Appointments. Reasonable effort shall be made to assure that Patient is seen by the Patient's primary clinician promptly upon arriving for a scheduled office visit or after only a minimal wait. If the PRACTICE foresees a significant delay, Patient shall be contacted when reasonably practicable and advised of the projected wait time.
- d. Same Day/Next Day Appointments. When Patient contacts the PRACTICE or the Patient's primary clinician prior to noon on a normal office day (Monday through Friday) to request an appointment, every reasonable effort shall be made to offer an appointment on the same day. If Patient contacts the PRACTICE after noon on a normal office day, every reasonable effort shall be made to offer an appointment on the same day or the following normal office day, depending on clinical urgency and availability.
- e. **Specialists Coordination.** PRACTICE and the Patient's primary clinician shall coordinate with medical specialists to whom the Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include specialist, hospital, or other outside-provider professional fees.

APPENDIX B**PATIENT ENROLLMENT – MEDICAL AGREEMENT FORM**

This Agreement applies to the following individual Patient. Each family member must execute a separate Patient Agreement, although eligible family accounts may be grouped for billing and family-cap discounts under Appendix C:

**Selected Primary
Clinician (check one)****Monthly Direct Fee**

☐ Dr. Anthony Todd
Flowers, MD

\$130.00 per patient / month

☐ Courtney Brooks,
FNP-C

\$99.99 per patient / month

Printed Name

Date of Birth
(MM/DD/YYYY)

Age

Street Address

City, State, Zip

Home Phone

Work Phone

Cell Phone

Preferred email

Family Billing Group / Responsible Account (if applicable): _____. Group billing is for payment and discount administration only and does not combine the separate Patient Agreements.

Preferred Payment Method (select one):

Credit Card Debit Card Bank Draft / ACH

Recurring payment authorization for membership fees and separately authorized variable charges is addressed in Appendix E or in a separate authorization supplied by the PRACTICE's payment processor.

I certify that I have read, understand, and agree to the terms set forth in this Medical Agreement Form.

Signature:

APPENDIX C**FEE ITEMIZATION**

Selected Primary Clinician	Monthly Direct Fee
Dr. Anthony Todd Flowers, MD	\$130.00 per patient / month
Courtney Brooks, FNP-C	\$99.99 per patient / month
Enrollment Fee	\$99.00 per patient; maximum \$150.00 total when members of the same family enroll at the same time
Re-enrollment Fee	\$300.00 per patient if re-enrollment is approved. Re-enrollment is considered case by case, is subject to PRACTICE approval, and is not guaranteed.

The periodic direct fee is the total amount due for the Included Membership Services stated in Appendix A. Each Patient signs a separate agreement. Family members may be grouped on one billing account, and the PRACTICE may apply the family billing caps below as discounts across those separate agreements. Charges for permitted excluded items and services outside the Included Membership Services are separate. Mira does not represent this arrangement as qualifying for special federal DPCSA/HSA treatment for the reasons stated in Section 7.

Dr. Flowers Family Billing Cap	\$500.00/month across separately enrolled family members whose selected primary clinician is Dr. Flowers
Courtney Brooks, FNP-C Family Billing Cap	\$380.00/month across separately enrolled family members whose selected primary clinician is Courtney
Family Cap Scope	Provider-specific. If family members select different primary clinicians, each clinician's family group is calculated separately.
Agreement Structure	Each Patient executes a separate agreement; family grouping is for billing and discount purposes only.

APPENDIX D

MEDICARE OPT OUT AND PRIVATE CONTRACT — DR. ANTHONY TODD FLOWERS, MD

This agreement (Agreement) is entered into by and between Mira Direct Primary Care, a Louisiana Limited Liability Company, Dr. Anthony Todd Flowers (Physician), whose principal address is 1000 Chinaberry Drive, Suite 1200, Bossier City, Louisiana 71111, and _____, a beneficiary enrolled in Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997 (Beneficiary), who resides at _____, _____, LA _____. The Physician has informed Patient that Physician has opted out of the Medicare program and is not excluded from participating in Medicare Part B under Sections 1128, 1156, or 1892 or any other section of the Social Security Act.

Introduction

The Balanced Budget Act of 1997 allows physicians to “opt out” of Medicare and enter into private contracts with patients who are Medicare beneficiaries. In order to opt out, physicians are required to file an affidavit with each Medicare carrier that has jurisdiction over claims that they have filed (or that would have jurisdiction over claims had the physicians not opted out of Medicare). In essence, the physician must agree not to submit any Medicare claims nor receive any payment from Medicare for items or services provided to any Medicare beneficiary for two years.

This Agreement between Beneficiary and Physician is intended to be the contract physicians are required to have with Medicare beneficiaries when physicians opt-out of Medicare. This Agreement is limited to the financial agreement between Physician and Beneficiary and is not intended to obligate either party to a specific course or duration of treatment.

Physician Responsibilities

- (1) Physician agrees to provide Beneficiary such treatment as may be mutually agreed upon and at mutually agreed upon fees.
- (2) Physician agrees not to submit any claims under the Medicare program for any items or services, even if such items or services are otherwise covered by Medicare.
- (3) Physician agrees not to execute this contract at a time when Beneficiary is facing an emergency or urgent medical situation.
- (4) Physician agrees to provide Beneficiary with a signed copy of this document before items or services are furnished to Beneficiary under its terms. Physician also agrees to retain a copy of this document for the duration of the opt-out period.
- (5) Physician agrees to submit copies of this contract to the Centers for Medicare and Medicaid Services (CMS) upon the request of CMS.

Beneficiary Responsibilities

- (1) Beneficiary agrees to pay for all items or services furnished by Physician and understands that no reimbursement will be provided under the Medicare program for such items or services.
- (2) Beneficiary understands that no limits under the Medicare program apply to amounts that may be charged by Physician for such items or services.
- (3) Beneficiary agrees that s/he is not currently in an emergency or urgent health care situation.
- (4) Beneficiary agrees not to submit a claim to Medicare and not to ask Physician to submit a claim to Medicare.
- (5) Beneficiary understands that Medicare payment will not be made for any items or services furnished by Physician that otherwise would have been covered by Medicare if there were no private contract and a proper Medicare claim had been submitted.
- (6) Beneficiary understands that Beneficiary has the right to obtain Medicare-covered items and services from physicians and practitioners who have not opted out of Medicare, and that Beneficiary is not compelled to enter into private contracts that apply to other Medicare-covered items and services furnished by other physicians or practitioners who have not opted out of Medicare.

- (7) Beneficiary understands that Medigap plans (under section 1882 of the Social Security Act) do not, and other supplemental insurance plans may elect not to, make payments for such items and services not paid for by Medicare.
- (8) Beneficiary understands that CMS has the right to obtain copies of this contract upon request.
- (9) Beneficiary acknowledges that a copy of this contract has been made available to him/her.

Medicare Exclusion Status of Physician

Beneficiary understands that Physician has not been excluded from participation under the Medicare program under section 1128, 1156, 1892, or any other sections of the Social Security Act.

Current Medicare Opt-Out Period

Current two-year Medicare opt-out effective date: _____. Current two-year Medicare opt-out expiration date: _____. These blanks must be completed with the actual dates of Dr. Flowers's applicable Medicare opt-out period before the Beneficiary and Physician sign this private contract. This private contract applies during that opt-out period and must be entered into for each applicable two-year opt-out period. Either party may terminate the treatment relationship with reasonable notice, but the agreement not to seek Medicare reimbursement for services furnished under this private contract survives termination as required by Medicare rules.

Successors and Assigns

The parties agree that this agreement will be fully binding on their heirs, successors, and assigns.

Physician and Beneficiary intend to be legally bound by signing this agreement on the date set forth below.

Name of Beneficiary (printed)

Signature of Beneficiary

Date

MIRA DIRECT PRIMARY CARE, LLC

By: _____

Anthony Todd Flowers, MD

Date Signed by Physician and LLC:

_____, 20 .

APPENDIX E

RECURRING PAYMENT AUTHORIZATION

This authorization applies to the applicable one-time enrollment or re-enrollment fee, recurring payment of the periodic direct primary care membership charge determined under Appendix C (including any applicable family billing discount), and, if selected below, separately disclosed charges for medications, laboratory testing, MRI/imaging, and other items or services outside the membership fee.

I authorize Mira Direct Primary Care to charge the payment method identified below for the applicable one-time enrollment or re-enrollment fee and the recurring monthly membership charge determined under Appendix C, on or about the 25th day of each month (or another billing date separately agreed in writing). If I select the variable-charge authorization below, I also authorize the PRACTICE to charge the same payment method for medications dispensed by the PRACTICE, laboratory services, MRI/imaging, urinalysis, rapid testing, and other separately priced items or services that I obtain through or arrange through the PRACTICE after the price or a good-faith estimate has been disclosed to me. If the PRACTICE pays an outside vendor first, the corresponding charge to me may be processed later after the PRACTICE receives or pays the vendor charge. If the actual amount materially exceeds the amount previously disclosed or estimated, the PRACTICE will notify me before processing the higher charge. For debit-card or ACH transactions, the PRACTICE or its payment processor will obtain and maintain any additional authorization or provide any notice required by applicable law or payment-network rules. I may revoke authorization for future automatic transfers by notifying the PRACTICE in time to allow a reasonable opportunity to stop the next scheduled transfer. Revoking payment authorization does not by itself terminate the Patient Agreement or eliminate amounts otherwise due. A copy of any recurring electronic-payment authorization will be provided or made available to me as required by law.

Patient / Account Holder

Payment Method

Credit Card Debit Card Bank Draft / ACH

Last Four Digits / Account Identifier

Signature

Date

VARIABLE CHARGE AUTHORIZATION (check one): ☐ I authorize the payment method on file for the separately disclosed variable charges described above. ☐ I authorize recurring membership fees only; contact me for separate payment of other charges.

SECTION II — PRACTICE PRIVACY NOTICE

Mira Direct Primary Care is a direct-pay practice and, based on its current operations, does not submit HIPAA standard electronic health-plan transactions such as electronic insurance claims, eligibility inquiries, or remittance transactions. The PRACTICE may transmit medical records by fax or other permitted means when authorized by the Patient or otherwise permitted by law. This section is therefore presented as the PRACTICE's privacy notice under applicable law and practice policy, rather than as a representation that Mira Direct Primary Care is currently required to issue a HIPAA Notice of Privacy Practices. The PRACTICE will reassess its obligations if its operations change.

MIRA DIRECT PRIMARY CARE

1000 Chinaberry Drive, Suite 1200 | Bossier City, LA 71111 | (318) 965-6020

Privacy Contact: Mira Direct Primary Care | info@miradpc.com | (318) 965-6020

1000 Chinaberry Drive, Suite 1200, Bossier City, LA 71111

Effective date of this Notice: August 10, 2026

PRACTICE PRIVACY NOTICE

Your Information. Your Rights. Our Responsibilities.

This notice describes how Mira Direct Primary Care protects, uses, and discloses medical information under applicable Louisiana law, applicable federal confidentiality laws, and the PRACTICE's privacy policies. Please review it carefully.

YOUR RIGHTS

- Request a copy of your medical record and other health information maintained by the PRACTICE, subject to applicable law.
- Ask us to review information that you believe is incorrect or incomplete.
- Request that we contact you in a particular way or at a particular location.
- Ask us to limit certain uses or disclosures of your health information; the PRACTICE will consider reasonable requests and will honor restrictions required by law.
- Authorize release of your records to another person, provider, or facility and revoke that authorization when permitted by law.
- Receive another paper or electronic copy of this Notice at any time.
- Have a legally authorized personal representative exercise rights on your behalf to the extent permitted by law.
- Raise a privacy concern or complaint with the PRACTICE without retaliation.

Access to Records

You or another person legally authorized by you may request copies of your medical records. When Louisiana R.S. 40:1165.1 applies, the PRACTICE will provide the requested records within a reasonable period of time, not to exceed fifteen (15) days after receipt of the request and required written authorization, subject to lawful exceptions. Fees, if any, will not exceed the amounts permitted by applicable Louisiana law.

Corrections

You may ask us to review health information that you believe is incorrect or incomplete. The PRACTICE may correct, amend, or supplement the record when appropriate and consistent with applicable law and professional recordkeeping requirements.

Confidential Communications

You may ask us to contact you in a specific way, such as by home phone, cell phone, patient portal, or mail to a different address. We will accommodate reasonable requests.

Restrictions

You may request that the PRACTICE limit certain uses or disclosures of your health information. The PRACTICE will consider reasonable requests and will honor restrictions that applicable law requires. A request for a restriction does not prevent a disclosure that is required by law.

Authorizations and Releases

When a written authorization is required, the PRACTICE will disclose records only in accordance with a valid authorization or other lawful authority. The PRACTICE may fax or otherwise transmit records to another facility, provider, or authorized recipient when the Patient has provided a valid release or when disclosure is otherwise permitted or required by law.

Personal Representatives and Complaints

A person who has legal authority to act for you, such as a legal guardian or other legally authorized representative, may exercise rights on your behalf to the extent permitted by law. If you believe your privacy rights or the PRACTICE's privacy commitments have been violated, you may complain to Mira Direct Primary Care using the contact information above. The PRACTICE will not retaliate against you for raising a good-faith privacy concern.

YOUR CHOICES

You may tell us your preferences about sharing information with family members, close friends, or others involved in your care or payment for your care. We will follow your instructions when required by law and will otherwise use professional judgment and applicable law in responding to requests for information.

We will obtain written authorization for uses or disclosures when applicable law requires authorization. If you give written authorization, you may revoke it in writing to the extent permitted by law, except for actions already taken in reliance on the authorization.

OUR USES AND DISCLOSURES

Treatment

We may use your health information and share it with other professionals who are treating you or helping coordinate your care.

Health Care Operations

We may use and share health information to operate the PRACTICE, improve quality, manage care, train staff, conduct compliance activities, and contact you when necessary.

Payment

For services covered by the direct primary care agreement, the PRACTICE does not submit claims to a health insurance issuer. We may use health information to bill the Patient for membership fees and for separately authorized medications, laboratory testing, imaging, or other items and services outside the membership fee.

Public Health and Safety

We may share information as permitted or required for public health activities, product recalls, reporting adverse reactions, reporting suspected abuse or neglect, and preventing or reducing a serious threat to health or safety.

Research

We may use or disclose health information for research when permitted by law and when applicable legal requirements are satisfied.

Required by Law and Health Oversight

We may use or disclose information when state or federal law requires it and to authorized health oversight agencies.

Organ Donation, Medical Examiners, and Funeral Directors

We may share information with organ procurement organizations and with coroners, medical examiners, or funeral directors as permitted by law.

Workers' Compensation, Law Enforcement, and Government Functions

We may use or disclose information for workers' compensation, authorized law enforcement purposes, and special government functions when permitted by law.

Lawsuits and Legal Proceedings

We may disclose health information in response to a court or administrative order, subpoena, or other legal process when the requirements of applicable law are met.

SUBSTANCE USE DISORDER RECORDS

To the extent that the PRACTICE receives or maintains substance use disorder patient records that are subject to 42 CFR Part 2, those records receive the additional protections required by Part 2. Such Part 2 information will not be used or disclosed in civil, criminal, administrative, or legislative investigations or proceedings against the Patient unless permitted by Part 2, including through the Patient's written consent or an appropriate court order and subpoena when required.

OUR RESPONSIBILITIES

- We are required to comply with applicable Louisiana and federal confidentiality, recordkeeping, and privacy laws. The PRACTICE also uses reasonable administrative, technical, and physical safeguards appropriate to the information it maintains.
- We will provide notice if and when applicable law requires notification of a breach, unauthorized access, or other privacy or security incident.
- We will follow the duties and privacy practices described in the Notice that is currently in effect.
- We will not use or disclose your information other than as described in this Notice unless you authorize us in writing or the law permits or requires the use or disclosure.

- Where a specific federal or Louisiana law provides additional privacy protection for particular information, the PRACTICE will follow the applicable requirement.

Changes to This Notice

We may change the terms of this Notice as law or practice operations change. The current Notice will be available upon request and at the PRACTICE. If Mira Direct Primary Care begins conducting transactions or activities that make it subject to additional federal notice requirements, the PRACTICE will update its privacy notice as required.

ACKNOWLEDGMENT OF RECEIPT

I acknowledge that I have received or been offered a copy of Mira Direct Primary Care's Practice Privacy Notice and understand that I may request another paper or electronic copy at any time.

Patient Name: _____

Date: _____

Patient/Representative Signature: _____

Relationship (if representative): _____

SECTION III — AI-POWERED MEDICAL DICTATION AND TRANSCRIPTION CONSENT

Patient Notice and Consent

For use of AI Powered Medical Dictation and Transcription Tool

Patient Name

Date

I use AI tools within our medical record to help me take better care of you. They help me review your history, compare information from past visits, prepare referrals, and keep your chart more complete and accurate. I may also use AI-assisted recording and transcription during a visit so I can spend more time listening and talking with you instead of typing on a computer. This is a simple scribe function that helps me create accurate notes.

Before any recording begins at each applicable appointment or treatment, I will verbally disclose the use of the recording device, software, or service for AI transcription. I will also ask for your consent before recording or transcribing the visit. This written consent does not replace the verbal disclosure that will occur before recording begins.

You are always free to decline, and it will not affect the care you receive.

My goal in using these tools is simple: better documentation, better continuity of care, and more of my attention focused on you.

Thank you for trusting me with your care.

Notice:

During a patient visit, an AI-powered medical dictation and transcription tool may be used to document details of the appointment. Before any part of an appointment or treatment is recorded for AI transcription, the healthcare professional will verbally disclose the use of the recording device, software, or service. The tool is intended to improve documentation efficiency and allow the treating clinician to focus more attention on the Patient.

Consent:

By signing this form, you consent to the use of an AI-powered medical dictation and transcription tool in the processing and documentation of your health information during medical consultation and care. You may decline or withdraw consent for future recording or transcription at any time, and doing so will not affect the quality, access, or provision of your healthcare. Please ask your treating clinician if you have questions about the tool or this form.

Please discuss any concerns you may have with me before signing this consent form.

By my signature below, I understand and consent to the above explanation regarding the use of an AI powered medical dictation and transcription tool, its uses, potential benefits, and I have had the opportunity to ask my healthcare provider questions, and all of my questions have been answered to my satisfaction. I hereby give my consent to my healthcare provider to use an AI powered medical dictation and transcription tool in the process and documentation of my healthcare information.

(Patient's signature)

Date

FINAL PATIENT ACKNOWLEDGMENT

By signing below, I acknowledge that I have received and reviewed this combined document, including the Patient Agreement, Louisiana Direct Primary Care Disclosure Statement, applicable appendices, Practice Privacy Notice, and AI-powered medical dictation/transcription consent. Appendix D contains a separate Medicare private contract for Dr. Anthony Todd Flowers, MD that must also be completed by Medicare beneficiaries when applicable.

Patient Name (printed): _____

Date: _____

Patient / Legal Representative Signature: _____

Relationship, if applicable: _____