



Direct Primary Care
Divine Mercy Medical Clinic, LLC

Medical Services Agreement for Members of DIME Medical

This is an agreement between Divine Mercy Medical Clinic, LLC, a Wisconsin professional corporation doing business in a Direct Primary Care (DPC) format and henceforth designated as “**DIME Medical**,” located at 340 Main Street, Darlington, WI, with Michael Robiolio, MD in his capacity as an agent of DIME Medical,

AND you --- or you representing your child patient (--- or representing another person patient for whom you are a guardian or for whom you hold a power of attorney to handle legal and medical affairs) henceforth designated as “**Patient**.”

Membership:

This agreement is one of membership. This means that the patient entering into this agreement becomes a “member” of DIME Medical Direct Primary Care. Dime Medical membership is not insurance. Health insurance is not required nor used in the care provided at DIME Medical. Any assessment of insurance is solely for eligibility requirements evaluation and to assist in counseling the patient in the event of need for insurance based care outside of DIME Medical such as in fulfilling orders by a DIME Medical physician being carried out at another facility.

Members agree to pay a monthly fee and a one time registration fee and in return will receive the medical services offered by DIME Medical membership. These services include:

1. **Routine in-clinic** care appointments for acute illness, chronic illness management, prescriptions for new and renewal of appropriate medications, the ordering of tests, the medical advice of the physician, screening for disease, and preventive health measures and well health visits (**no birth control nor abortifacants shall be prescribed**) all on a level consistent with the skills and training of the physician but at no additional cost beyond the membership fee.

2. **Minor office procedures** including:
repair of lacerations,
skin biopsies and resections of lesions,
the draining of superficial abscesses,
drainage and/or removal of cysts,

removal of foreign bodies including from the surface of eyes
removal of ear wax,
splinting and casting of many injuries and fractures,
wound care,
ingrown toenail treatment - partial removal of nail,
All if the particular case is within the skill of the physician,

all at no additional cost.

However, the cost of any tissue pathology testing or other testing at a reference lab will be paid by the Patient. DIME Medical makes every attempt to minimize these additional costs and has arranged for discounts through contract with a reference lab.

3. Set **list of tests** and related services when appropriate at no additional charge:

ECG
Rapid strep testing
Urine chem strip testing
Urine pregnancy qualitative testing
Blood sugar level
Phlebotomy (blood drawing)

Any subsequent testing of blood or other tissue/fluids/cultures referred to a reference lab will be paid by the patient at whatever discount rate is available through the DIME Medical contract with the lab [plus a small addition fee for our expenses (1/21/19 revision)]. The charges if known will be made available at the time of service. Most are known but some pathology specimens may require additional tests.

Additional services may be added over time.

4. Direct access to their physician by phone, text, email and sometimes web camera 7 days a week and 24 hours per day, noting that there are conditions in which the call may not be directly taken and a prompt call back may still be delayed for up to a few hours. This service will continue during mild illness and vacations of the physician unless cross-coverage is provided by another appropriate medical professional. Note, web camera may only be used within state of Wisconsin due to laws governing telemedicine requiring licensing in the state where the patient is physically located at the time of the web cam/telemedicine interaction.

Telephone call to the clinic during normal office hour OR Email at any time will be the preferred method of communication for nonurgent matters such as refill requests.

5. Appointments available same day or the next clinic day as appropriate to the medical condition of concern.

6. The number of "Patients" in the membership will be capped in order for the patients to have sufficient access to the physician.

In 2019 that cap is 300 patients.

Services NOT included in Membership:

1. Not all conditions can be appropriately managed or diagnosed by a primary care physician in the office setting. Patients may need to be referred to specialists or to other care outside of this clinic's capabilities. The cost of such care is the patient's responsibility.

2. Any care provided by Dr. Robiolio through Memorial Hospital of Lafayette County hospital and clinics is NOT part of this membership but is a completely separate business and the cost of such care must be assumed by patient separately from their membership.

Subscription for Membership:

1. Eligibility:

a. **Medicare** patients are **not eligible** due to laws governing medicare and membership fees is unsettled. Dr. Robiolio remains a participating medicare provider at Memorial Hospital for his work there and Medicare does not allow opting out in one business and opting in for another. Until Dr. Robiolio is able to Opt out of medicare or the federal government will allow for separate in/out status in differing businesses we simply cannot accept medicare patients even though we do not bill medicare. We are very sorry

b. Anyone who is **UNinsured is eligible**

c. Anyone who has **high deductible insurance is eligible**. (high deductible is defined by IRS as an individual with \$1,350 deductible or more OR a family with \$2,700 deductible or more.) <https://www.healthcare.gov/glossary/high-deductible-health-plan/>

d. Anyone who has **commercial insurance, is not high deductible**, BUT has not seen Dr. Robiolio in 12 months is eligible. Dr. Robiolio has a noncompete agreement with Memorial Hospital that prevents membership IF you have been seen within 12 months by him at Memorial hospital Clinics AND do not meet b or c above.

e. **Medicaid** patients are not eligible

2. **Fee amount** is set annually by DIME Medical. Any changes will be disclosed to current members prior to renewal. If fees are increased for new members prior to the annual renewal, the new fee will not affect current members until their renewal date.

The current fee schedule is as follows:

\$50 per adult per month (18 years of age and older)

\$25 dollars per child per month (with an accompanying adult membership otherwise adult rate will be charged) less than 18 years of age

\$150 per family = two adults with legal children 2 to 4 in number, additional children above 4 is an additional \$10/month per child.

There is a \$25 registration fee ONE TIME for each new member [Clarified 3/18/19]

3. **Fee schedule** is based on monthly amount, however, it may be paid every 3, 6, or 12 months with discounts as such:

3 months - 1% discount

6 months - 2.5% discount

12 months - 5% discount

4. Payments to DIME Medical:

a. **Timing of payments** - Payments are to be made **[at the time of registration (1/21/19 revision) &] before services begin for any given month.** Failure to pay may result in termination from membership. However, a waiver or special arrangements may be made at DIME medical discretion. **[Fee begins on the date registration is complete - either part 1 and 2 on internet is completed and membership verified - OR our paper application is complete, signed, and received in our office. (1/21/19 revision)]**

[Revised 3/18/19]

b. **Failure to make payments:**

1. Failing to make monthly payment within the month of service for that payment can result in no service being provided until payment is made unless waived by DIME Medical.

2. Failing to make monthly payments by **[the end of the month of service -Revised 4/8/19]** will result in suspension of membership unless a waiver is made by DIME Medical.

c. **Return of membership:**

1. After suspension of membership the first time within a one year period, a person/family may return but will have to pay another \$25 registration fee per person.

2. A second time within a one year period, that a person/family is suspended of membership and then returns, the per person registration fee increases to \$75 per person.

3. A third time within a one year period, that a person/family is suspended of membership and then returns, the per person registration fee increases to \$150 per person.

4. Any further times within a one year period in which membership is suspended and then returns will result in a per person registration fee of \$150 per person.

5. This escalating registration fee's may be waived or reduced by DIME Medical on a case by case basis at DIME Medical's discretion.

5. **Payment method:**

a. Automatic via Atlas MD website:

-Credit card charge - requires providing us with valid credit card information

-Bank deduction - requires providing us with valid bank account number and routing number.

b. Manual by notification to our clinic of needed information:

-Credit card charge one time / each time

-Bank deduction one time / each time

-Check one time / each time

-Cash one time /each time

Termination of Services:

1. A **patient may terminate** his or her or family membership at their own discretion.
 - a. Monthly membership once paid is not refundable for given month
 - b. 3, 6, 12 month memberships may be refunded beyond the current month but with discount deducted accordingly. For example:
1 one year membership paid but refund requested at 6 months would only receive an adjusted discount of 2.5% rather than the annual 5% discount.
2. **DIME Medical may terminate** a patient member without cause. In such case, the patient member will be given 60 days notice of termination by Certified Letter officially with the specific termination date. However, if payment is withheld by patient member, then no care will be provided except on an emergent basis.
The patient member may request a meeting with DIME Medical staff to appeal the termination for reversal. The meeting scheduling will not affect the termination date unless it is reversed at the discretion of DIME Medical staff.
Patient is responsible for finding further care past the termination date but may request record forwarding to a new provider at no cost. Requests for personal copies of records will be subject to charge depending upon the size of the record. \$20 base for any record and \$0.10 per page if greater than 50 pages.
3. **The \$25 registration fee [or escalating registration fees for renewed membership after suspension] is NOT refundable** unless a waiver is granted.

We do appreciate your joining our clinic here at DIME Medical and look forward to serving you and your family in your health needs.

Signature of responsible person for Member/Family

Date

Michael Robiolio, MD -- DIME Medical
Divine Mercy Medical Clinic, LLC member

Date

Or Electronic Signature if done on Website.