

DIME Medical

Direct Primary Care
Divine Mercy Medical Clinic, LLC

Membership Agreement for Medical Services 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 --- and/or you representing your child(ren) member(s) --- 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 “**Member**.”

Membership:

This agreement is one of membership. This means that the member 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 member 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 beyond the paid up to date membership fee.

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

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
- Point of care urine drug testing
- 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 the discount rate available through the DIME Medical contract with the lab plus a small additional fee for our expenses. The charges if known will be made available at the time of service. Most are known but some may require additional tests. The possible additional cost will also be made available for additional testing as best as known.

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 will be available the same clinic 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 2020 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. NOT Eligible for Membership:

1. **Wisconsin Medicaid** patients are not eligible by Wisconsin law.
2. **Commercially insured and Medicare patients who have LOW annual deductible** (< \$1,400 individual, <\$2,800 family in 2020) **AND have seen Dr. Robiolio in past 12 months** at Memorial Hospital Primary Care Clinic (MHLC) are NOT eligible by noncompete contract for one year after last seen by Dr. Robiolio at MHLC clinics.

B. ELLIGIBLE for Membership:

1. Anyone who has not seen Dr. Robiolio at MHLC in past year **is eligible** except for the medicaid insured, regardless of their insurance type and deductible.
2. Anyone who is **UNinsured is eligible** regardless if seen in past year at MHLC by Dr. Robiolio
3. Anyone who has **high deductible insurance is eligible**. (high deductible is defined by IRS for 2020 as an individual with \$1,400 deductible or more OR a family with \$2,800 deductible or more.) <https://www.healthcare.gov/glossary/high-deductible-health-plan/> - regardless if they have been seen by Dr. Robiolio at MHLC in past yr.
4. **Medicare** patients are **eligible** for membership in 2020 but have limited services due to the fact that laws governing medicare and membership fees are 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. Membership will entitle a medicare patient to membership benefits that do not require additional fees, as fees may violate laws that prohibit fees for medical services for which Medicare provides coverage. Thus, for example, labs must be done outside of DIME Medical at a medicare accepting facility such as a local hospital or clinic UNLESS the specific test or service is NOT covered by medicare, which is a changing area.

2. Fee amount is set annually for the calendar year by DIME Medical. Any changes will be disclosed to current members prior to changes taking effect. If fees are increased for new members prior to the annual renewal, the new fee will not affect current members until the next calendar year, unless their membership is suspended and they then wish to rejoin DIME Medical as a “re-new” member (3).

The current fee schedule is as follows:

\$50 per adult per month (18 years of age and older or child alone without an adult membership accompanying)

\$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 **\$35 registration fee ONE TIME for each new member beginning 2020.**

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 and before services begin for any given month. Fee calendar begins on the date registration is complete and membership verified - OR the paper application is complete, signed, and accepted at our office.**

b. Failure to make payments:

1. Failing to make monthly payment within the month of membership 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 membership service** will result in “suspension”(1) of membership unless a waiver is made by DIME Medical.

c. Re-Newal(3) of membership fee:

1. *After suspension(1) of membership the first time within a one year period*, a person/family may return for Re-newed(3) Membership but **will have to pay an increased registration fee of \$50 per person/family max \$150 per renewal episode.**

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

3. If a suspended member wishes to return but the doctor/clinic is at its cap for membership then the suspended member may be placed on a waiting list and notified when a space is available for return to membership.

5. Payment method:

a. Automatic via Atlas MD secure program:

-Credit card charge - requires providing us with valid credit card information and date per month of intended charging 1st, 5th, 10th, 15th, 20th, 25th. The date of charging should be one just prior to the monthly anniversary day of registration when charging begins. Ex Registered on 12th of month, charge 10th.

-Bank deduction - requires providing us with valid bank account number and routing number **AND** processing small test claims to validate the transaction pathway. The bank deduction day of month should follow the same rule as above for Credit Card.

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

- Credit card charge one time / each time
- Check one time / each time
- Cash one time /each time

c. Payments may be made by the member or by someone on behalf of the member including an employer.

Termination of Membership and Services:

1. A patient may “suspend”(1) his or her or family membership at their own discretion but must make DIME Medical aware of their intent to suspend membership in order to stop any automatic payments and as a general courtesy.

- 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”(2) 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 \$35 registration fee or escalating registration fees for renewed membership after suspension is NOT refundable unless a waiver is granted.

The term of this membership agreement is for Calendar year 2020 regardless of when a member joins. However, in the case of advanced payment, it will extend through the period of the advanced payment even if beyond the calendar year. It may also extend beyond calendar year 2020 when no changes are announced by DIME medical and the terms remain agreeable to the member as evidenced by continued membership payments. However the member is under NO OBLIGATION to remain a member of DIME Medical and may suspend their membership at ANY TIME.

Terms:

(1) “Suspension” = no longer member but may return to membership by paying the membership fee AND paying another registration fee.

(2) “Termination” = no longer member and may NOT return to membership.

(3) “Re-New” Membership = member who was suspended for nonpayment and returns to rejoin DIME Medical within a one year period. After 1 year is a new member again.

SEE NEXT PAGE FOR SIGNATURES AND NAMES

Member Name OR Family Name: _____ Date: _____

SIGNATURE Page:

Signature of responsible person for Member/Family Date

Printed Name: _____

PLEASE CLEARLY PRINT

Other FAMILY member names and THEN signatures if 18+ years of age.

PRINTED family Member Name ALL Members	<i>SIGNATURE</i> of Family Member ONLY if 18+ years age	Date of Birth ALL Members

Michael Robiolio, MD -- DIME Medical Date
DIvine MErcy Medical Clinic, LLC member