

DIRECT PRIMARY CARE PATIENT AGREEMENT

Story Family Medicine, Inc.

This is an Agreement between you (**Patient**) and Rodney R Story, MD, Timothy Matthew McCabe, MD, Lisa Halpert FNP, Matthew Rice DO, and/or Andrew Becker PA (**Provider**) in their capacity as an agent of Story Family Medicine, Inc. Story Family Medicine, Inc. (SFM) (**Practice**), an Idaho Corporation located at 1150 Alturas Drive #101, Moscow, Idaho.

Background

The Provider practices family medicine and delivers care on behalf of Story Family Medicine, Inc., Moscow, Idaho. In exchange for certain fees paid by Patient, Practice, through its Provider, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement. The practice website is <https://www.storyfamilymed.com>.

Definitions

1. **Patient.** Patient is defined as those persons for whom the Provider shall provide Services, and who are signatories to and incorporated by reference to this agreement.
2. **Services.** As used in this Agreement, the term Services shall mean a package of ongoing primary care services, both medical and non-medical and certain amenities (collectively Services), which are offered by Practice, and set forth in Appendix 2. Patient will be provided with methods to contact the physician via phone, email, and other methods of electronic communication. Provider will make every effort to address the needs of the Patient in a timely manner, but cannot guarantee availability, and cannot guarantee that the patient will not need to seek treatment in the urgent care or emergency department setting.
3. **Fees.** In exchange for the services described herein, Patient agrees to pay Practice the amount as set forth in Appendix 1, attached. Applicable enrollment fees are payable upon execution of this agreement. These fees may change with time. Patient will be notified 30 days in advance of any fee changes.
4. **Non-Participation in Insurance.** Patient acknowledges that neither Practice, nor Provider, participate in any health insurance or HMO plans. Provider is not able to provide service for Medicare patients at this time. Neither Practice nor Provider make any representations regarding third party insurance reimbursement of fees paid under this Agreement. Patient shall retain full and complete responsibility for any such determination.
5. **Insurance or Other Medical Coverage.** Patient acknowledges and understands that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in an HMO). It will not cover hospital services, or any services not personally provided by Practice, or its Provider. Patient acknowledges that Practice has advised that Patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general health care costs. Patient acknowledges that THIS AGREEMENT IS **NOT** A CONTRACT THAT PROVIDES HEALTH INSURANCE, in isolation does NOT meet the insurance requirements of the Affordable Care

Act, and is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.

6. **Primary Care.** This Agreement is for ongoing primary care. Story Family Medicine (SFM) will provide the services of our clinic to its members at the time of medical need, when appropriate. This includes after-hours and weekend access to your Provider by phone for medical advice and treatment. Provider cannot guarantee 24/7 availability. Patient may need to visit the emergency room or urgent care from time to time.

7. **Disclaimer.** Per Idaho Senate Bill 1062a, 39-9207: This agreement does not provide health insurance coverage, including the minimal essential coverage required by applicable federal law. It provides only the services described herein. It is recommended that health care insurance be obtained to cover medical services not provided for under this direct primary care agreement.

8. **Term.** This Agreement will commence on the date it is signed by Patient and Provider below and will extend monthly thereafter. Notwithstanding the above, both Patient and Practice shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination. After the initial three month (90 day) initial enrollment, Patient may terminate the agreement with twenty-four hours prior notice, but Practice shall give thirty days prior written notice to Patient and shall provide Patient with a list of other practices in the community in a manner consistent with local patient abandonment laws. Practice does not provide refunds.

Reasons Practice may terminate the agreement with the Patient may include but are not limited to:

- a. Patient fails to pay applicable fees owed pursuant to Appendix 1 per this Agreement;
- b. Patient has performed an act that constitutes fraud;
- c. Patient repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
- d. Patient is abusive, or presents an emotional or physical danger to the staff or other patients;
- e. Practice discontinues operation; and
- f. Practice has a right to determine whom to accept as a Patient, just as a Patient has the right to choose his or her physician.
- g. Practice may terminate a Patient without cause as long as the termination is handled appropriately (without violating patient abandonment laws).

9. **Privacy & Communications.** Patient acknowledges that communications with Provider using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communication. Practice will make an effort to secure all communications via passwords and other protective means and these will be discussed in an annually updated Health Insurance Portability and Accountability Act (HIPAA) "Risk Assessment." Practice will make an effort to promote the utilization of the most secure methods of communication, such as software platforms with data encryption, HIPAA familiarity, and a willingness to sign HIPAA Business Associate Agreements. This may mean that conversations over certain communication platforms are highlighted as preferable based on higher levels of data encryption, but many communication platforms, including email, may be made available to Patient. If Patient initiates a conversation in which Patient discloses "Protected Health Information (PHI)" on one or more of these communication platforms then Patient has authorized Practice to communicate with Patient regarding PHI in the same format.

10. **Severability.** If for any reason any provision of this agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the

validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make the provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

11. **Reimbursement for Services if Agreement is Invalidated.** If this Agreement is held to be invalid for any reason, and if Practice is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Practice an amount equal to the fair market value of Services actually rendered to Patient during the period of time for which the refunded fees were paid.

12. **Patient Understandings:**

- a. This Agreement is for ongoing primary care and is not a medical insurance agreement.
- b. I am enrolling (myself and my family if applicable) in Practice voluntarily.
- c. I understand that I am enrolling in a membership-based practice that will bill me monthly.
- d. In the event of a medical emergency, I agree to call 911 first.
- e. I understand that the Provider at Story Family Medicine, Inc. will make every effort to be available but may not always be able to see me on a same-day basis. I may be referred to urgent care for same-day service.
- f. I do NOT expect the practice to file or fight any third party insurance claims on my behalf.
- g. This Agreement is non-transferable.
- h. I do NOT expect the practice to prescribe chronic controlled substances on my behalf. (These include commonly abused opioid medications, benzodiazepines, and stimulants.)
- i. I do NOT expect the practice to prescribe hormonal birth control on my behalf.
- j. I do NOT expect the practice to prescribe hormonal therapy on my behalf.
- k. I understand failure to pay the membership fee will result in termination from Practice.

Patient Name _____ Date _____

Patient (or Guardian) Signature _____

APPENDIX 1: Story Family Medicine Periodic Fees

This Agreement is for ongoing primary care. This Agreement is not health insurance.

Enrollment Fee - This is charged when Patient enrolls with Practice and is nonrefundable. If a patient discontinues membership and wishes to re-enroll in the practice we reserve the right to decline re-enrollment or to require a re-enrollment fee of \$85.00 per person.

Enrollment fee is \$85.00 per individual or \$170 per family max, when all family members register at the same time.

Monthly Periodic Fee - This fee is for ongoing primary care services. We prefer that you schedule visits more than 24 hours in advance when possible. We do not provide walk-in urgent care services.

Credit Card Processing Fee - 3% will be added to memberships paid with a credit card or debit card. There is no processing fee for ACH withdrawals.

Monthly periodic fee thereafter is:

Ages 0-21 (with enrolled parent)	\$35 month
Ages 22-64	\$85 month
Ages 65 +	\$105 month
Family Plan (2 adults & 2 children)	\$220 month
Each Addt'l Child	\$5 month

Children are defined as ages 0-21.

The family plan of \$220 allows for 2 adults and 2 children (ages 0-21). Each additional child is \$5 per month.

Married children must be on their own membership.

APPENDIX 2: Story Family Medicine Services*

In-Office Visits - Same day or next business day office appointments are available Monday-Friday excluding holidays.

Membership includes up to twelve (12) primary care visits per year at no additional cost. Appointment types include:

- Annual Physical
- Wellness exams
- Acute and Chronic disease management
- Virtual visits (for acute care not requiring physical examination or testing)
- Procedures (see below)
- After-hours urgent care (see below)

Charges for additional in-office primary care visits, after the first twelve (12) are subject to a per visit fee.

Please note: Access to comprehensive primary care medicine is available via phone. Not all conditions can be handled with these indirect methods and the Patient may be asked to make an in-person appointment.

In-Office Procedures - Procedures have an additional fee to cover the cost of supplies.

After-Hours Visits - This agreement is for ongoing primary care, not emergency or urgent care. Providers will make reasonable efforts to see you when appropriate, and to be available electronically as needed after hours. There is no guarantee of after-hours availability.

Laboratory Studies/Pathology will be charged according to the actual negotiated Client billing price. Lab invoices will include a venipuncture fee and processing fee.

Medications - will be ordered in the most cost effective manner possible for Patient. Medications which are dispensed through the office are made available to Patient at wholesale cost plus a processing fee.

In-patient Hospital Services Including Newborn Care are not included with membership. However, if your provider has privileges and is available, they may arrange with you to provide inpatient care. Fees for hospital care are invoiced on a per day rate.

Obstetric Services - SFM providers are not able to provide routine prenatal care. We will gladly coordinate care with midwifery or obstetrics.

Surgery and Specialist Consults will be arranged with consideration for excellence and cost effectiveness, on behalf of the Patient. These services are not included with membership.

Vaccinations - Routine childhood vaccines are available to Idaho children, under the age of 19 years. The vaccine itself is free through the state vaccine program, though Story Family Medicine charges a

processing fee to administer the vaccine. Select adult vaccines are made available to Patient at wholesale cost plus a processing fee.

Acceptance of Patients - We reserve the right to accept or decline patients based upon our capability to appropriately handle the patient's needs. We may decline new patients pursuant to the guidelines proffered in Section 7 (Term), because Provider's panel of patients is full or because a Patient requires medical care not within Provider's scope of services.

*Services are subject to change.