

**STORY FAMILY MEDICINE, INC.
DIRECT PRIMARY CARE
EMPLOYEE/MEMBER MEMBERSHIP AGREEMENT**

This Direct Primary Care Program Employee/Member Agreement (“Agreement”) sponsored by _____ (Name of Employer (“Employer/Sponsor”) is between _____, (Name of Employee/Member (“Member”) and Story Family Medicine, Inc. (“Practice”) and is subject to the following terms and conditions:

1. **Services.** Member’s enrollment into the Direct Primary Care Program (“Program”) will enable Member to have access to the Program’s primary care medical services listed in Appendix A (“Services”). Only those Services described in Appendix A are available to Member, which do not include hospitalization, specialists, urgent care, emergency room or any other medical services.
2. **Location.** Member shall receive Program Services at 1150 Alturas Drive, #101, Moscow, ID 83843.
3. **DPC; Not Concierge.** The Services are direct primary care medical services (“DPC”); not concierge. The difference between DPC and concierge is DPC provides Members with certain primary care medical services for the payment of a flat monthly fee. Concierge, on the other hand, involves Member’s payment of a flat monthly fee to obtain immediate or priority access to a physician but does not cover the cost of any medical services; Member’s insurance is billed for these medical services. Accordingly, in the event of an acute issue, this Agreement will provide Member with an office visit within 24-48 hours if medically necessary, excluding weekends, Member will not be entitled to an immediate office visit nor will Member have access to Practice’s physician after-hours or whenever Member so desires.
4. **No Emergency Care.** Practice is not an emergency room and accordingly, does not have the ability to treat Member during a medical emergency. In an emergency, or a situation in which could reasonably be expected to develop into an emergency, Member agrees to call 911 or go to the nearest hospital to seek immediate attention as opposed to phoning or emailing Practice or leaving a message.
5. **Amount and Payment of Fees.** The monthly membership fee (“MMF”) for payment of the Services shall be paid by the Employer/Sponsor. Services set forth in Appendix A requiring an additional fee shall be paid by the Member.
6. **Needs Exceed Program Services.** While pre-existing medical conditions do not disqualify Member from enrolling into the Program, Member may not be accepted into the Program by Practice if, in Practice’s sole discretion, it is determined that Member’s healthcare needs exceed the Services offered by the Program.

7. **Medicare Private Contract.** Practice is not a participating provider under Medicare. Accordingly, if Member is a Medicare Part B beneficiary, Member shall be required to sign Practice's Medicare Private Contract. Failure to do so will result in the Member's termination from the Program.
8. **No Government Healthcare Billing or Reimbursement.** Because Practice is not a participating provider under any government-funded health plans, such as Medicare, Medicaid, TRICARE/CHAMPUS, CHAMPVA, or the Indian Health Services, Program Services are not reimbursable under these programs. This means that Practice cannot bill any of these government healthcare programs on Member's behalf, nor can Member make any attempt to collect reimbursement from any of these programs.
9. **HIPAA and Communications.** Practice shall comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requirements including the privacy regulations, security standards, and the standards for electronic transactions. Member understands participation in the Program and execution of this Agreement will provide Member with the ability to communicate with Practice through the use of an encrypted portal. If Member would like for Practice to communicate outside of this encrypted portal, such as by regular e-mail, texting and cell phone, Member agrees to execute the Consent to Unencrypted Email and SMS Messaging of PHI. This will authorize Practice and its staff to communicate with Member by e-mail and cell phone regarding Member's "protected health information" (PHI).
10. **NOT INSURANCE.** Per I. C. § 39-9207 (2015) 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.
11. **Term.** This Agreement shall begin on the date Member becomes enrolled in the program and shall automatically continue every month thereafter until such time as Employer/Sponsor discontinues the Program and stops paying the Program Fees or until terminated by either Member or Practice in accordance with the termination provisions contained herein. In the event Employer/Sponsor discontinues offering the DPC Program, Member may continue receiving Services so long as Member executes a new Agreement and pays the monthly fees set by Practice for the Services.
12. **Termination by Member.** The member may terminate this Agreement by contacting the Employer that is sponsoring Member's participation in the DPC Program and complying with its requirements for termination from the Program.
13. **Termination by Practice.** The practice may terminate Member's participation in the Program within 30 days after providing Member with written notice. Reasons for termination by Practice may include, but are not limited to, Employer/Sponsor's failure to

pay the membership fees or Member: a) repeatedly fails to adhere to the recommended treatment plan; b) commits an act of fraud; c) behaves in an abusive manner or presents an emotional or physical danger to the staff or other Members; or d) develops healthcare needs that exceed the Services offered by the Program.

14. **Dispute Resolution/Governing Law/Jury Waiver.** Any dispute regarding this Agreement shall be resolved first by mediation conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA”). Each Party shall bear its own costs of mediation and one-half of the mediator’s and/or AAA’s fees. If the dispute is not resolved by mediation, the matter shall be settled by final and binding arbitration before a single arbitrator in accordance with the rules of the applicable dispute resolution organization. Any award by an arbitrator shall not include punitive or exemplary damages. This Agreement and the rights and obligations of Practice and Member hereunder shall be construed and enforced pursuant to the laws of the State of Idaho. Member irrevocably submits to the exclusive jurisdiction of the state and county courts located in Latah County and agrees that all proceedings may be brought in such courts. **Each Party to this agreement acknowledges and agrees that any controversy that may arise under this agreement is likely to involve complicated and difficult issues, and therefore, each party hereby irrevocably and unconditionally waives any right to a trial by jury in respect of any litigation directly or indirectly arising out of or relating to this agreement and any of the agreements delivered with this agreement or the transactions contemplated hereby or thereby.**
15. **Assignment.** This Agreement, and any rights hereunder, may not be assigned or transferred by Member without the written consent of Practice.
16. **Appendices and Documents.** The Appendices referenced in this Agreement, together with all the documents referenced herein, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they are set out in full at the point at which such reference is made.

IN WITNESS WHEREOF, Practice and Member are executing this Agreement to go into effect on the date Member became enrolled in the Program.

STORY FAMILY MEDICINE, INC.

MEMBER SIGNATURE

Name of SFM Representative

Name of Member

Signature of SFM Representative Date

Signature of Member Date

Appendix A
MONTHLY MEMBERSHIP
PROGRAM SERVICES

Limits on Visits. Members are limited to 12 provider visits and one physical per 12-month period. Provider visits are defined as in-person, telemedicine, and home visits but do not include medical assistant visits, blood draws and immunizations. Any provider visits in excess of 12 per 12-month period will incur a per-visit charge of \$75.00.

Appointments. All appointments will be at the discretion and scheduling of Practice. Practice does not provide walk-in urgent care services. Practice strives to see Members in a timely manner during normal business hours, which are: Monday through Thursday from 8:30 am - 5:00 pm, with a lunch break between 1:00 and 2:00 pm and Friday 8:30 am – 12:30 pm. Same-day appointments are subject to the provider's availability. The last appointment of the day is at 4:30 pm. Wellness visits and appointments for Members new to the Practice, which typically take more time, are subject to the provider's availability. For Members with acute issues, same or next-day care shall be available depending on whether its medically necessary and the provider's availability.

After-hour Communications. Outside of normal business hours, Members may call or message the Practice's provider every day including holidays and weekends. Practice's provider will make every effort to address the Member's medical needs in a timely manner, but the Practice cannot guarantee the provider's availability, and cannot guarantee that the Member will not need to seek treatment in an urgent care or emergency department setting. Calls or messages outside of normal hours are reserved for urgent/acute clinical concerns only. Appointment requests, prescription refills, Program questions, and routine health care concerns or questions will not be addressed outside of normal business hours. Routine or continued disregard of this requirement may result in the termination of the Member's membership in the Program.

Emergency Care. In an emergent situation or anything that could possibly be perceived as an emergent situation, Members should proceed to the nearest emergency room or call 911.

Alternative Provider. In the event the Member's provider is on vacation or is unavailable either in person or via telecommunications, an on-call provider will be available.

DOT/FMCSA; Workers' Comp; Disability Determinations. The DPC Program does include the Federal Motor Carrier Safety Administration ("FMCSA"/"DOT") physical. The Practice does not include workers' compensation physicals nor disability determinations for insurance, social security, or ADA purposes.

Family Planning. Practice will provide advice and consult on family planning issues. The practice does not prescribe hormonal birth control for the purpose of contraception.

Prenatal Care. Practice does not provide prenatal care.

Vaccinations. The practice will advise Members whether certain vaccines are recommended. The practice participates with the Idaho Vaccines for Children program, offering the administration of vaccines on a voluntary basis. Adult vaccination at the Practice is provided on a limited basis.

Labs. Labs are not included in the monthly membership fees. Practice provides limited, scheduled phlebotomy services on-site, but some labs may require Member to go to an outside

facility. For labs drawn at Practice, Member will be provided with an invoice prior to the draw, with payment expected at time of service. Member may elect to use their private insurance for laboratory testing; Practice is not responsible for costs incurred with insurance-billed testing.

Medications. Medications may be ordered through Practice dispensary. Medications dispensed in the office are not included in the membership fee and the cost will be due at the time they are dispensed. Member's membership in the Practice does NOT guarantee medications will be prescribed or that certain medications will be provided to Member; Practice's physician will do what is medically appropriate for the Member in determining whether to prescribe medications. Practice does not dispense controlled medications, and reserves the right to not prescribe controlled substances, including stimulants, opiates, and benzodiazepines.

Durable Medical Equipment (DME). DME is equipment utilized in a Member's treatment. Practice maintains a supply of some DME equipment for loan, including nebulizers, crutches, walkers, and wheelchairs, but does not guarantee availability. Practice will advise Member as to what DME is required and how to obtain the DME. If DME is provided to Member by the Practice, the cost is not included in the membership fee, and will be due at the time the DME is provided.

Pathology. Pathology testing of tissue samples collected from procedures is not included in the membership fee. Practice has negotiated discounted prices for pathology services. Pathology costs will vary depending upon reflexive testing for confirmation, which is performed automatically without the intervention of the ordering physician. Member will be invoiced for pathology testing when Practice receives a bill.

Imaging and Testing. Outside imaging services (for example, Xray's, MRI, CT Scans, Ultrasounds) and outside testing (for example, cardiac, pulmonary, GI studies) are not included in the membership fee and will be ordered in an economical manner. Imaging is either arranged with payment directly to the outside facility or client-billed on behalf of Member. Member will be invoiced when the Practice receives a bill.

Referrals. Practice's physician will make recommendations for outside referrals when medically necessary. Practice will make every effort to work with Member to choose the most appropriate service provider based on skill, geographical location, and cost-effectiveness.

Listed below are the services included in the Program and whether there is any additional fee due for the particular service. If there is any additional fee to be paid, the payment is due at the time the medical services are rendered.

Type	Description	Additional Fee?
WELLNESS AND PHYSICALS	Well woman, man and child exams, sports, camps, and school physicals DOT (Department of Transportation) physicals, but no disability determinations for insurance, social security, or ADA purposes or Workman's Compensation visits	No
ACUTE ISSUES	Initial evaluation and basic management of abdominal pain, acid reflux, allergic reactions, ankle injuries, asthma attacks, back strains, bedbugs, bee stings, blood clots in the legs, bone fractures, bug bites, burns, bursitis, carpal tunnel, chest pain, cold sores, constipation, COPD exacerbations, COVID, cuts, diarrhea, dizziness, ear infections, electrolyte problems, erectile dysfunction, eyelid infections, gallbladder infections, genital concerns, gout, headaches, hemorrhoids, hip injuries, influenza, ingrown toenails, intertrigo, jock itch, kidney problems, kidney stones, knee injuries, lice, migraines, mono, nausea and vomiting, pink eye, plantar fasciitis, pneumonia, rashes, rectal bleeding, ringworm, scabies, seasonal allergies, sexually transmitted diseases, shingles, shoulder injuries, skin infections, sports injuries, sprains and strains, stomach ulcers, strep throat, tonsil stones, tonsillitis, tooth infections, urinary tract infections, vaginal discharge, vaginal yeast infections	No for initial evaluation, but additional cost may be necessary depending on further testing, referrals, or treatments that are needed

Type	Description	Additional Fee?
CHRONIC CONDITIONS	Evaluation and basic management of acne, alcohol dependence, allergies, angina, anxiety, asthma, atrial fibrillation, autoimmune diseases, chronic constipation, chronic kidney disease, COPD, Crohn's disease, dandruff, depression, dysmenorrhea, diabetes, eczema, enlarged prostate, gastroesophageal reflux disease (GERD), hand eczema, heart disease, heart failure, high blood pressure, high cholesterol, irritable bowel syndrome, leg swelling, menstrual problems, menopausal symptoms, menorrhagia, neurological diseases, osteoarthritis, osteoporosis, psoriasis, PCOS, rheumatoid arthritis, sleep apnea, stroke, thyroid disease, ulcerative colitis	No for initial evaluation, but additional cost may be necessary depending on further testing, referrals, or treatments that are needed
DERMATOLOGY ISSUES	Initial evaluation and basic management of acne, athlete's foot, atypical moles, burns, calluses, corns, dandruff, eczema, excessive sweating, genital warts, hand eczema, hives, hidradenitis suppurativa, ingrown toenails, intertrigo, jock itch, keloids, skin precancers, psoriasis, rashes around the mouth, ringworm, rosacea, skin tags, unwanted hair growth, vitiligo, warts	No for initial evaluation, but additional cost may be necessary depending on further testing, referrals, or treatments that are needed
	Skin cancer screening	No
	Abscess draining	Yes, cost of supplies
	Skin shave/punch and biopsies	Yes, cost of supplies, additional cost of outside pathology
	Total body skin exams	No
VACCINATIONS	See vaccinations Above	Yes, administration fee
PROCEDURES	Ingrown nail removal	Yes, cost of supplies
	Injections for trigger finger, keloids, trochanteric bursitis, knee pain, sacroiliac joint pain, and shoulder pain	Yes, cost of supplies
	Removal of objects from ears, nose	No
	Laceration Repair (Stitches)	Yes, cost of supplies
	Fracture care, casting, and splinting (may be times when outside referral to orthopedist may be necessary)	Yes, outside imaging fee and cost for cast and/or DME

Type	Description	Additional Fee?
COUNSELING	End-of-life planning	No
	Exercise counseling	No
	Nutrition counseling	No
	Smoking cessation counseling	No
	Weight management counseling	No
WOMEN'S HEALTH	Initial evaluation of and basic management of breast problems, menstrual problems, menopause, overactive bladder, urinary tract infections, vaginal discharge, vaginal yeast infections	No for initial evaluation, but additional cost may be necessary depending on any further testing, referrals, or treatments that are needed
	Osteoporosis screening counseling and coordination	No for the counseling and coordination, but screening tests from an outside facility will include additional costs
	Breast cancer screening counseling and coordination	No for the counseling and coordination, but screening tests from an outside facility will require additional costs
	Breast exams	No
	Cervical cancer screening/pap smears	No, but outside pathology will require additional costs
	Prenatal Care	No, we do not provide prenatal care
	Contraception counseling	No
	Birth control	No, we do not provide birth control
	Natural family planning counseling	No
	Osteoporosis screening counseling and coordination	No, but cost of DEXA scan or other tests will require additional costs
	Pelvic exams	No

Type	Description	Additional Fee?
MEN'S HEALTH	Initial evaluation and basic management of enlarged prostate, genital problems, erectile dysfunction	No for initial evaluation, but any further testing, referrals, or treatments will require additional cost
	Prostate cancer screening counseling and coordination	No for the counseling and coordination, but screening tests from an outside facility will require additional cost
	Testicular exams	No
PEDIATRIC GENERAL CARE	First Newborn Visit	No
	Infant, Child, Adolescent and Young Adult Well-Care visits	No
	School/Camp/Sports Physicals	No
	Basic Vision Screening	No
	Medications (see medications above)	Yes, fee depends on cost of medication
	Coordination of Specialty Care	No
VACCINATIONS	See vaccinations above	Not provided
PEDIATRIC COMPLEX CARE	Hospital Follow-Up and/or Pre-Op Evaluations	No
	Nutrition & Weight Management Planning	No
	Vaping/Smoking cessation guidance	No
	Abstinence counseling	No
PEDIATRIC PROCEDURES	Fracture Care/Splinting- Depending on the extent of the injury simple splinting with no DME is included for no additional fee but there may be times when an injury requires a referral to a specialist.	Yes, outside imaging fee and cost for cast and/or DME
	Durable Medical Equipment (DME) for fracture care and injuries (boots, braces, etc.)	Yes, fee depends on wholesale cost
	Cryotherapy for warts and certain skin lesions (when appropriate and in the sole discretion of Provider)	Yes, cost of supplies

Type	Description	Additional Fee?
	Ear wax removal	No
	Spirometry	No
	Laceration repair with or without sutures	Yes, cost of supplies
	Foreign body removal (at Provider's discretion, some foreign body removal may require a referral to a specialist)	No, but may require referral to specialist
	Incision and Drainage	Yes, cost of supplies
PEDIATRIC IN-OFFICE LABS	Urinalysis	No
	Blood Glucose Finger Stick	No
	Urine Pregnancy Test	No
	Rapid Strep	Yes, cost of supplies
	Rapid Flu	Yes, cost of supplies
	Rapid Covid Test	Yes, cost of supplies
PEDIATRIC OUTSIDE LABS	All labs not performed in-office	Yes, fee determined by outside lab