

**STORY FAMILY MEDICINE, INC.  
DIRECT PRIMARY CARE PROGRAM  
EMPLOYER AGREEMENT**

This Direct Primary Care Program Agreement (“DPC Program Agreement”), dated \_\_\_\_\_, (“Effective Date”) is between Story Family Medicine, Inc. (“Practice”), and the entity listed in the table below (“Employer”). Practice and Employer are referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

<b>Name of Employer:</b>	
<b>Authorized Employer Representative:</b>	
<b>Address of Employer:</b>	
<b>Practice Location:</b>	Story Family Medicine, Inc. 1150 Alturas Drive, #101 Moscow, ID 83843

**RECITALS**

Practice provides direct primary care medical services (“DPC”) to the Moscow-area community. Employer desires to contract with Practice, subject to the terms and conditions herein, to provide DPC, on an annual basis, to its eligible employees and spouses and or dependents determined by Employer.

**AGREEMENT**

Accordingly, the Parties agree as follows:

**ARTICLE I  
Definitions**

- 1.1** “Practice DPC Membership Program” or “Program” means the Direct Primary Care Membership Program administered by Practice, pursuant to which medical services as detailed in Appendix A are provided to Members in exchange for the payment by Employer of the monthly membership fees.
- 1.2** “Practice Provider(s)” or “Provider” is an individual, who at all times during the term of this Agreement will: (a) have and maintain an unrestricted license in the state of Idaho to practice medicine or advanced practice medicine; (b) if writing prescriptions, have and maintain a valid and unrestricted Drug Enforcement Administration (“DEA”) registration number and any applicable Idaho drug permits; (c) maintain a standard of conduct that is professional, ethical, appropriate, and conducive to effective patient care; and (d) is covered under Practice’s professional liability insurance policies as described in Section 6.4 herein.
- 1.3** “Direct Primary Care Medical Services” or “Services” means the list of medical services described in Appendix A that are delivered to Members by Practice Provider(s) which shall include at least one licensed physician.

- 1.4 “Member(s)” means those employees, their spouses, and or dependents who are not beneficiaries of Medicaid, Medicare, TRICARE/CHAMPUS/CHAMPVA, the Veteran’s Administration or the Indian Health Services and meet the eligibility requirements as specified by Employer and who are enrolled in the Program and execute an Employee/Patient Membership Agreement.
- 1.5 “Employee/Patient Membership Agreement” means the written, signed agreement that is solely between each Member and Practice discussing the services, terms, and conditions of the Program.
- 1.6 “Membership Fees” or “Program Fees” means the fixed monthly membership fee, as detailed in Appendix B, due to Practice every month from Employer for each Member who enrolls into the Program and executes the Membership Agreement.

## **ARTICLE II Services and Fees**

- 2.1 **Program Services.** Under the Program, Practice will make available to Members the Services as described in further detail in Appendix A and incorporated herein by this reference. The Program does not provide hospitalization, specialists, emergency room, urgent care, or any other medical services.
- 2.2 **Location of Program Services.** Practice shall provide services at its location(s) noted above during normal business hours.
- 2.3 **Monthly Membership Fees.** The Monthly Membership Fee (“MMF”) for the Program is listed in the “Schedule of Compensation” attached hereto as Appendix B and incorporated herein by reference.
- 2.4 **Fees not Included in MMF.** Members shall pay the cost for services not included in the monthly membership fee, including outside labs, pathology, durable medical equipment (“DME”) and imaging as more fully described in Appendix A.
- 2.5 **No Billing of Private Insurance Plans.** Practice and its Providers shall not bill any third parties on Member’s behalf for any Services provided to Members. Employer is solely responsible for payment of the Monthly Membership Fees.

**ARTICLE III**  
**Invoicing, Payment, Late Fees, Price Adjustments**

- 3.1 **Invoicing.** Practice will invoice Employer on the first day of each month for the total number of enrollment fees and MMFs as provided to it by Employer in accordance with Section 4.4 herein.
- 3.2 **No Partial Monthly Fees.** Practice will invoice Employer the full monthly amount of MMFs regardless of whether a Member joins the Program after the first of the month or disenrolls prior to the end of the month. Member benefits will continue through the last day of the month in which the termination or dis-enrollment occurs.
- 3.3 **Payment.** Employer agrees to pay Practice the full amount of the invoice via credit/debit card, company check or ACH by the 10<sup>th</sup> day of each month. Any necessary membership adjustments will be reflected on the following month's billing.
- 3.4 **Late Fees.** A late fee of 1.5% may be added to the monthly membership fee if payment is received after the 15<sup>th</sup> day of the month.
- 3.5 **Discontinuation of Services for Unpaid MMF.** If any monthly membership fee is more than 30-days past due, Members may be denied treatment and will be told that the reason for such denial of treatment is due to nonpayment of Membership Fees. Members will be given the option of paying all delinquent fees associated with his or her membership in order to seek treatment unless such treatment is determined, in the sole discretion of Practice, to be emergent and necessary.

**ARTICLE IV**  
**Eligibility, Marketing, Enrollment/Disenrollment, and Outreach**

- 4.1 **Eligibility.** All employees, and perhaps their spouses and dependents, depending on Employer's policies, who meet the eligibility requirements for healthcare benefits as detailed by Employer shall be eligible to participate in the Program.
- 4.2 **No Government Health Plan 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 Patient's behalf, nor can Patient make any attempt to collect reimbursement from any of these programs.
- 4.3 **Cooperation in Communications about the Program.** Employer and Practice will work together in disseminating information about the Practice DPC Membership Program to eligible employees including information on how to enroll and complete the individual employee/patient membership agreement.
- 4.4 **Notification of Member Enrollment and Disenrollment.** Employer will notify Practice in writing by email within seven days of each Member's enrollment or disenrollment into the Program.
- 4.5 **Joining Practice when Disenrolled.** In the event Member becomes no longer employed and is disenrolled from the Program, Employer will assist Practice in notifying that Member and his or her associated family Members that they have the option to

continue receiving DPC services by enrolling directly with Practice and paying the monthly membership payments.

- 4.6 **Practice Outreach.** Practice will make a concerted effort to connect with every Member enrolled in the program by communicating with all enrolled Members via email or phone introducing them to the Program and describing the Services that are available to Members within 60 days of the Program going into effect.

## **ARTICLE V Term and Termination**

- 5.1 **Term.** This Agreement shall begin on the Effective Date and shall continue for twelve consecutive months, (“Term”) followed by successive twelve-month renewal periods (“Successive Term(s)”) unless terminated earlier by either Party in accordance with Section 5.2 or unless notice of non-renewal is provided pursuant to Section 5.4.
- 5.2 **Termination.** In the event a party breaches any of its material obligations or representations under this Agreement, the non-breaching party will have the right to terminate this Agreement by giving the breaching party written notice of intention to terminate. Termination will become effective automatically and without further notice unless the breaching party cures the breach within 30-days after being given such notice. No refunds will be provided.
- 5.3 **Obligations Upon Termination or Expiration.** Upon termination or expiration of this Agreement:
- (a) All duties and obligations of Employer to Practice that by their terms should survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement; and
  - (b) All rights, duties, and obligations of Practice to Employer that by their terms should survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
- 5.4 **Notice of Non-renewal.** If either Party decides not to renew this Agreement, then it must provide the other party with written notice of its intention not to renew at least 90-days prior to the end of the Term or any Successive Term as the case may be.

## **ARTICLE VI HIPAA and INSURANCE**

- 6.1 **HIPAA Compliance.** Each of the Parties shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320(d) (“HIPAA”) and any current and future regulations promulgated thereunder.
- 6.2 **Insurance.** Practice will maintain professional liability insurance covering Practice Provider(s) with minimum limits and annual aggregates in amounts required under Idaho law.

## **ARTICLE VII GENERAL TERMS**

- 7.1 **Change in Law.** If there shall be a change in applicable regulations (or in the application thereof), enactment of a law, or a judicial or administrative interpretation of either, any of which renders this Agreement or the performance thereof illegal, impossible, or commercially impracticable, then the Parties shall use commercially reasonable efforts to amend this Agreement in order to remove or modify the provisions causing such illegality, impossibility, or commercial impracticability. If the Parties are unable to reach agreement on any such amendment, either Party may terminate this Agreement. The effective date of the termination will be whichever comes first: a) 60 days from when a Party delivers written notice of termination to the other Party; or b) the date of such illegality, impossibility, or commercial impossibility.
- 7.2 **Assignment.** This Agreement cannot be assigned by either Party without the prior written consent of the other party.
- 7.3 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the extent permitted by law.
- 7.4 **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 Patient hereunder shall be construed and enforced pursuant to the laws of the State of Idaho. Patient 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 WHICH 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.**
- 7.5 **Waiver of Breach.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 7.6 **Entire Agreement.** This Agreement supersedes all prior or contemporaneous understandings, agreements or representations of the Parties and constitutes the entire agreement between the Parties with respect to the subject matter hereof. Both Parties specifically acknowledge that, in entering into and executing this Agreement, they have relied solely upon the representations and agreements contained in this Agreement and no others.



**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be Effective as of the Effective Date.

**STORY FAMILY MEDICINE, INC.**

**EMPLOYER SIGNATURE**

\_\_\_\_\_  
**Name of SFM Representative**

\_\_\_\_\_  
**Name of Employer**

\_\_\_\_\_  
**Signature of SFM Representative    Date**

\_\_\_\_\_  
**Signature of Employer        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 Patients 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 12:00pm and 1:00 pm and Friday 8:30 am – 12:30 pm. Same-day appointments are subject to provider’s availability. The last appointment of the day is at 4:30 pm. Wellness visits and appointments for patients new to the Practice, which typically take more time, are subject to the provider’s availability. For Patients 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, Patients may call or message Practice’s provider every day including holidays and weekends. Practice’s provider will make every effort to address Patient’s medical needs in a timely manner, but Practice cannot guarantee provider’s availability, and cannot guarantee that Patient 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 termination of Patient’s membership in the Program.

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

**Alternative Provider.** In the event Patient’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 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 Patients whether certain vaccines are recommended. Practice participates with the Idaho Vaccines for Children program, offering 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 Patient to go to an outside facility. For labs drawn at Practice, Patient will be provided with an invoice prior to the draw, with



payment expected at time of service. Patient 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. Patient's membership in the Practice does NOT guarantee medications will be prescribed or that certain medications will be provided to Patient; Practice's physician will do what is medically appropriate for the Patient 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 Patient'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 Patient as to what DME is required and how to obtain the DME. If DME is provided to Patient 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. Patient 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 Patient. Patient 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 Patient 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?
<b>WELLNESS AND PHYSICALS</b>	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
<b>ACUTE ISSUES</b>	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
<b>CHRONIC CONDITIONS</b>	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

<b>Type</b>	<b>Description</b>	<b>Additional Fee?</b>
<b>DERMATOLOGY ISSUES</b>	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
<b>VACCINATIONS</b>	See vaccinations Above	Yes, administration fee
<b>PROCEDURES</b>	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
<b>COUNSELING</b>	End-of-life planning	No
	Exercise counseling	No
	Nutrition counseling	No
	Smoking cessation counseling	No
	Weight management counseling	No
<b>WOMEN'S HEALTH</b>	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

<b>Type</b>	<b>Description</b>	<b>Additional Fee?</b>
	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
	Prenatal Care	No, we do not provide prenatal care
	Cervical cancer screening/pap smears	No, but outside pathology will require additional costs
	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
<b>MEN'S HEALTH</b>	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
<b>PEDIATRIC GENERAL CARE</b>	First Newborn Visit	No
	Infant, Child, Adolescent and Young Adult Well-Care visits	No
	School/Camp/Sports Physicals	No

Type	Description	Additional Fee?
	Basic Vision Screening	No
	Medications (see medications above)	Yes, fee depends on cost of medication
	Coordination of Specialty Care	No
<b>VACCINATIONS</b>	See vaccinations above	Not provided
<b>PEDIATRIC COMPLEX CARE</b>	Hospital Follow-Up and/or Pre-Op Evaluations	No
	Nutrition & Weight Management Planning	No
	Vaping/Smoking cessation guidance	No
	Abstinence counseling	No
<b>PEDIATRIC PROCEDURES</b>	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
	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
<b>PEDIATRIC IN-OFFICE LABS</b>	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

<b>Type</b>	<b>Description</b>	<b>Additional Fee?</b>
<b>PEDIATRIC OUTSIDE LABS</b>	All labs not performed in-office	Yes, fee determined by outside lab

## Appendix B

### **EMPLOYERS MONTHLY MEMBERSHIP FEE**

In exchange for the provision of the Program Services as described in Exhibit "A", Employer will pay Practice the Program Service fees outlined below each month for every Member that is enrolled in the Practice Direct Primary Care Membership Program:

Adults aged 19-64 (married couples under 19 pay this price)	\$81.00 + 3% for credit cards
Adults aged 65 and up	\$99.00 + 3% for credit cards
Dependents under the age of 19 (must be enrolled at the same time as parents/legal guardians and living in the same household)	\$36.00 + 3% for credit cards
Family Plan 2 adults and 2 children (must enroll at same time and stay enrolled)	\$216.00 + 3% for credit cards
Each additional child under 19 (applies to Family Plan only)	\$9.00 + 3% for credit cards