



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**." Employers may also participate in the payment of membership, registration, and if willing other payments/fees.

### **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 to assist in counseling and facilitating payment for 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 (or have another party pay for them) 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 abortifacients 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 + near-cost fee for supplies.

**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,

Member Name OR Family Name: \_\_\_\_\_ Date: \_\_\_\_\_

- 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.**
- A near-cost fee will be charged for supplies as utilized.**

**However, the cost of any tissue pathology testing or other testing at a reference lab will be paid by the Member 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 and available, 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)
- other as available

**Any subsequent testing of blood or other tissue/fluids/cultures sent out to a reference lab will be paid by the member (or their assigned payer) 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 and may incur additional fee.

**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, telemedicine is only licensed in state of Wisconsin due to laws governing telemedicine requiring licensing in the state where the patient is physically located at the time of the interaction.

Telephone call to the clinic during normal office hour OR Email / text message 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.**

Unless otherwise amended, that cap is 300 patients.

### **Services NOT included in Membership:**

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.

### **Subscription for Membership:**

**1. Eligibility:** ALL people are eligible for membership and services.

1. **Wisconsin Medicaid & Senior Care (which uses Medicaid system for medications)** patients are eligible, though the insurance may NOT be used to pay any expenses at DIME Medical. Orders placed outside the clinic may be paid by the health insurance as our doctor(s) are not participating providers but have registered as referring provider(s) in Medicaid. This is also true for Senior Care prescriptions.

2. **HMO insured** (Health Maintenance Organizations) are eligible BUT the HMO will not pay expenses at DIME Medical and often will NOT pay for orders carried out outside DIME Medical such as prescriptions or Xrays as our doctor(s) are not participating providers in any HMO's.

3. **Medicare** patients are **eligible** for membership and all services at DIME Medical, BUT must complete a two-page separate form required by law informing of benefits and limits. Any orders placed by our physician MAY still be paid by Medicare as our doctor has opted out of Medicare which allows for this.

2. **Fee amount** is set annually for the calendar year by DIME Medical. Any changes will be disclosed to current members by email and/or other means 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).

**Employer or 3<sup>rd</sup> party paid accounts** will be handled separately according to the Employer/3<sup>rd</sup> party billing agreement.

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** may 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*, a person will be treated as a new member and will need to re-pay the registration fee.

**5. Payment method:**

**a. Automatic:**

- Credit card charge - r
- Bank deduction - requires providing us with valid bank account number and routing number **AND** processing small test claims to validate the transaction pathway.

**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.

**Suspension vs 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. Registration fee is not refundable.
- b. Monthly membership once paid is **NOT** refundable for given month. It is also due in any month in which service has been given.
- c. 3, 6, 12 month memberships may be refunded beyond the current month but with discount deducted accordingly.

For example: A one year membership paid but refund requested in the 6th month would only receive a 6 month refund with 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.

Member Name OR Family Name: \_\_\_\_\_ Date: \_\_\_\_\_

Patient member 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.

**The term of this membership agreement** is for the Calendar year Jan 1 through Dec 31 of the year it is made. If a member joins after Jan 1 then the membership agreement begins on that date and ends on Dec 31. However, in the case of advanced payment, it will extend through the period of the advanced payment even if beyond the calendar year.

**RENEWAL:** It will also renew annually 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. If there is a price change in the new year, this agreement may renew for that new year if the member agrees as evidenced by continued payment at the new rate.

This agreement may renew again after suspension if the member should return to active membership after suspension.

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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 or by choice 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.

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

Michael Robiolio, MD -- DIME Medical  
Divine MErcy Medical Clinic, LLC member \_\_\_\_\_ Date \_\_\_\_\_