



120 East Howard Ave.
Driggs, ID 83422

DIRECT PRIMARY CARE PATIENT AGREEMENT

This is an Agreement between Direct Primary Care at Cache Clinic (DPC), Sandra Woolstenhulme (Provider)
And

(Patient or Patient's Representative for Patient, or You or Your)

BACKGROUND:

Sandra Woolstenhulme, an Idaho licensed provider, provides family medicine services through DPC at Cache Clinic. She would be honored to be your care provider. With that in mind she agrees to provide you the Services described in this agreement on the terms and conditions below. Additional information regarding the Provider, DPC, and the care they provide can be found on the Practice's website at www.tvhcare.org/dpc.

AGREEMENT:

What We'll Do. DPC at Cache Clinic provides You with primary care services on an ongoing basis for acute, chronic, and wellness issues. We will work with you to develop a care plan that meets your needs, based on discussion and interaction with the Provider. We will meet with you in person, or via tele medicine (where appropriate). We will offer multiple means of communication, including in-person, via patient portal, via phone, and via secure e-mail. We will strive to understand your needs and concerns and work with you to make you healthier.

Our Limits. We only provide the primary care services specified in Appendix 1 – Services Provided. The Provider will make every effort to address Your needs in a timely manner, but cannot guarantee immediate availability, and cannot guarantee that You won't need to seek treatment at the Driggs or Victor clinic, an urgent care, in the emergency department, or hospital setting. If so, those costs will not be included in Your membership. The Provider cannot guarantee after-hours availability.

What We Charge. You'll pay the Practice the amounts described in Appendix 3 - Fee Schedule. Your payment is used at the beginning of each month to pay for the services we will provide in that month. The fee will be auto deducted on the last day of the month prior to the month that is being paid for. Though we aim for pricing stability, we must reserve the right to increase our fees. Of course, we will provide you with at least 90 days' notice prior to implementing any change.



We Do Not Take Insurance. The Provider has made a very conscious decision NOT TO ACCEPT OR PARTICIPATE IN ANY INSURANCE PRODUCTS OR PROGRAMS and Idaho Code 39-9205 imposes a prohibition on the patient and primary care provider from submitting a bill to an insurer for the services provided under the agreement. You should therefore anticipate that the fees You pay for Services will not be covered by any insurance You may have. In the same vein, the Provider has opted out of Medicare. So, if You are a Medicare enrollee You acknowledge and understand that Medicare will NOT cover the Services provided by the Provider and the Practice. Rather, You must pay for the Services out of Your own pocket, and neither Medicare nor Medicare Advantage nor Medi-Gap policies will reimburse You for these costs. Note, Medicare eligible patients must sign the acknowledgment at Appendix 2 - Medicare Patient Acknowledgements.

And We Are Not Insurance. It's important You understand that this agreement and the Services arrangement it describes are NOT an insurance plan, or a substitute for health insurance or other health plan coverage. This agreement does not provide health insurance coverage, including the minimal essential coverage required by applicable federal law. We do NOT cover hospital, surgery center, or similar services, or any other medical needs not personally provided by the Provider and described below. It is therefore vital You obtain and keep in full force health insurance policy(ies) or plan(s) that will cover facility fees (hospitals, specialists, and urgent care offices, for example) and general health care costs not included in the Services.

You should note that employer benefits and tax-advantaged health benefits opportunities may not be used to pay membership fees. You should contact your employer, tax advisor, or health insurance representative regarding the use of HRA, HSA, FSA, medical reimbursement plan, and cafeteria plan benefits to pay Your membership fees.

Cancellation and Refund Policy. You can cancel your membership at any time and the membership will be terminated at the end of the calendar month. There is no cancellation fee or charge.

Your eligibility to Services begins the day You make Your first membership payment, unless we otherwise agree in writing, and continues monthly thereafter so long as You continue making timely payments when due.

Either You or we may terminate the agreement any time. You may terminate with 24 hours' prior notice. Upon termination, pre-paid future membership fees will be



refunded within 30 days of our receipt of your notice of termination. Since your payment is used for the entire month on the first day of the month, You will be able to continue to use your membership until the end of the month in which you terminate.

If we terminate, unless you are abusive or pose an emotional or physical danger to our staff, we'll advise You in writing 30 days in advance. Patients who are abusive or pose a danger to staff may be terminated immediately.

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

- You fail to pay applicable fees owed pursuant to the Appendix 3 - Fee Schedule;
- You act fraudulently or engage in certain criminal acts;
- You repeatedly fail to adhere to the recommended treatment plan, especially regarding the use of controlled substances; or
- We discontinue the Program; and the Practice closes its doors.

Appointments. We prefer that You schedule visits more than 24 hours in advance when possible. Note, we are available for walk-in urgent care services.

Patient Responsibilities. As a patient of the practice, you agree to the following:

- To provide the Practice your contact information and to notify the Practice of any changes.
- To provide the Practice with payment information.
- To pay the fees identified in Appendix 3 - Fee Schedule on time as established with the Practice.
- To work with the Provider and share information about your health, activities, and needs.
- Where possible, to schedule appointments with the Provider more than 24 hours in advance and to show up for an appointment in a timely fashion.
- Where possible, to notify Provider at least 24 hours in advance of any appointment cancellations.
- To complete necessary consent, HIPAA, and other documents required by regulation or practice.
- If you want to participate in tele-health visits, to agree with and complete the Consent for Tele-Health consent services.



Communications and Privacy. The Provider and the Practice are concerned about Your privacy. The Provider will utilize in person communications, communications over the phone, and communications using the athena patient portal to ensure safety in the communications. It is important that You understand up front that communications with the Provider using email, video, chat, instant messaging, and cell phones are not guaranteed to be secure. As mentioned in the prior section you will be asked to sign a consent to utilize tele-medicine.

Jurisdiction. This agreement shall be governed and construed under the laws of the State of Idaho and all disputes arising out of this agreement shall be resolved in a court of proper venue and jurisdiction for the Practice. You agree to waive any right to have a jury participate in the resolution of any dispute or claim between the Parties which may arise under this Agreement.

Assignment. You may not transfer or assign this agreement, or Your rights under it, to any other person. DPC at Cache Clinic may not assign this agreement to a successor medical practice.

Severability. If for any reason any provisions of this agreement are invalid or unenforceable, the validity of the remaining provisions will not be affected, and the invalid or unenforceable provision will be deemed modified to the minimum extent necessary to make it consistent with applicable law, and it will then be enforceable. If the agreement is invalidated, Practice has the right to offset any benefit conferred on You at fair market value against any refund owed You for fees.

PATIENT UNDERSTANDINGS (initial each):

I understand I may cancel my membership at any time on at least 24 hours' prior notice. I further understand that upon termination of my membership, for any reason, pre-paid future monthly membership fees will be refunded within 30 days. For example, if in January I prepay for the entire year, and my membership terminates in April, the Practice will refund me the full amount I paid less four times my monthly periodic fee. I understand that fees are earned on the first of the month for the whole month so my membership remains intact until the last day of the month that I cancel my membership.

I understand that I must pay for each membership month with an auto-deduct option on a credit or debit card. This will be auto deducted on the last day of the month prior to the month that is being paid for. Otherwise I will be billed on a yearly basis. If I choose



to prepay for a year, I will receive a 5% discount. If I have not paid my membership fee for a given month I will not be able to access any services unless I pay a \$50 visit fee for any visit.

I understand this agreement and my membership covers only the ongoing primary care services described in Appendix 1 – Services Provided, and that this arrangement is not medical insurance. I understand I must pay for all medical services not included in Services Provided.

I am enrolling for membership in the Practice voluntarily. I understand I have other healthcare options.

In the event of a medical emergency, I agree to call 911 first.

I understand I will be required to pay all medical costs to the extent they are not covered services listed in Services Provided.

I understand the Provider will make reasonable efforts to be available during clinic hours, but may not always be able to see me on a same-day basis. I may, rarely, be referred to the Driggs or Victor clinic or the emergency room for same-day service and in those circumstances I will have to pay for those services.

I understand the Practice will not file or defend any insurance claims on my behalf and that I am prohibited from filing any claims or bills to insurance for services received.

I understand this agreement does not meet the Affordable Care Act's individual insurance requirement.

I do NOT expect the Provider to prescribe chronic controlled pain medications or benzodiazepines.

I understand failure to pay the membership fee will result in termination from the program.

Patient Name: _____ Date: _____



Patient Signature: _____

Direct Primary Care at Cache Clinic Representative: _____

Signature: _____



APPENDIX 1 Services Provided

SERVICES: Summary of What You Can Expect From Your Membership.

Services offered. All services offered are made available according to the sole discretion of the Provider offering the services. If you have a problem that is more complicated than the provider feels comfortable caring for, they will discuss their concerns and help you come up with the safest option to care for the problem.

Pathology. Pathology studies such as biopsies will be ordered at Your cost, always in the most economical manner possible.

Surgery and Specialist Referrals and Consults. Outside consults will be available at Your cost, requested only in consultation with You, and generally arranged as quickly as possible and in the most economical manner available.

Vaccinations. With the exception of flu and Tdap, vaccinations are NOT offered in our office at this time due to the cost prohibitive nature of stocking a limited supply. We will make an effort to help you obtain needed vaccinations elsewhere in the most cost effective manner possible.

LIST OF SERVICES PROVIDED

Basic Care	Wellness Exams including Sports Physicals	Included
	Well Child Exams	Included
	Preventative Care & Tests Planning	Included
Acute Care	Urinary Problems	Included
	Upper Respiratory Infections	Included



	Gastrointestinal Problems	Included
	Injuries (where office care is appropriate)	Included
Procedures	Trigger point injections	Included
	Joint Injections (knee, shoulder, elbow, finger, etc.)	Included
	Skin Lesion Excision & Biopsy (does not include pathology fee)	Included
	Incision and removal of foreign body	Included
	Puncture aspiration of cyst	Included
	Debridement of skin	Included
	Paring of corn or callus	Included
	Skin tag removal	Included
	Shave biopsy	Included
	Nail Trimming	Included
	Nail removal	Included
	Evacuation of subungual hematoma	Included
	1st and 2nd degree burn treatment	Included
	Cryotherapy skin lesions	Included
	Cryotherapy warts	Included
	Chemical cauterization of granulation tissue	Included
	Simple fracture treatment	Included
	Dislocated fingers	Included
	Rhinorrhea treatment	Included
	Incision of thrombosed hemorrhoid	Included
	Mirena IUD Insertion	\$350



	IUD removal	Included
	Nerve block	Included
	Small laceration repairs, except face, scalp and other areas the Provider deems inappropriate for an office procedure	Included
	Pap Smears/ HPV Testing	\$100
	Abscess Drainage	Included
	Removal of foreign body from eye	Included
	Removal of foreign body from ear	Included
	IV fluid administration	Included
	Nebulizer Treatments	Included
	Cerumen Removal	Included
	Vision Test	Included
Complex Care	Diabetes Management	Included
	Hypertension Management	Included
	Hyperlipidemia (cholesterol) Management	Included
	Thyroid Disorders and Endocrine Management	Included
	Limited Cardiovascular and Pulmonary Disease Management	Included
	Limited Gastrointestinal Disorder Management	Included
	Mental Health/Wellness Care	Included
	Hospital Follow-Up and Pre-Op Evaluations	Included
	Weight Management Planning	Included
Labs/Imaging	Urinalysis	Included
	Urine Pregnancy Test	Included
	Rapid Strep Testing	Included



	Rapid Flu Testing	Included
	RSV Testing	Included
	Rapid COVID-19 Testing	Included
	IFOB testing	Included
	Capillary blood glucose	Included
	PT/INR	Included
	Mono test	Included
	X-rays	?
Vaccines	Tdap vaccine	\$50
	Flu vaccine	\$25 Quad \$65 High dose
Injections	Bicillin LA injection	\$165
	Rocephin injection	Included
	Depo estradiol injection	\$115
	Methylprednisolone acetate injection	Included
	Testosterone cypionate injection	\$15
	Dexamethasone injection	Included
	Benadryl injection	Included
	Toradol injection	Included
	Zofran injection	Included
	Promethazine injection	Included
	Lidocaine injection	Included
	Marcaine injection	Included
	Solumedrol injection	Included



	Sumatriptan injection	\$30
	Kenalog injection	Included
	B-12 injection	\$5
Equipment	Splinting supplies	Included
	Crutches	\$15
Premium Access	Same Day/Next Day Office Visits	Included
	Telemedicine Visits (email, phone, text, video chat)	Included

The charges listed are to cover the cost of the supplies or external fees for radiology and pathology to evaluate x-rays and lab samples. We have tried to keep all fees to a minimum and have tried to set up the system so that you will not get any other bills from outside providers.



APPENDIX 2:

Medicare Patient Acknowledgments

Member is a Medicare Part B beneficiary seeking services covered under Medicare Part B pursuant to Section 4507 of the Balanced Budget Act of 1997. DPC at Cache Clinic has informed Member or his/her legal representative that Provider and the DPC at Cache Clinic have opted out of the Medicare program.

Note, Provider has never been excluded from participating in Medicare Part B under [1128] 1128, [1156] 1156, or [1892] 1892 of the Social Security Act; she simply has elected to opt out as a provider in the program.

Member or his/her legal representative agrees, understands and expressly acknowledges the following (initial each):

- Member or legal representative accepts full responsibility for payment of the Practice's membership fees.
- Member or legal representative understands that Medicare limits do not apply to what the Practice may charge for the Services.
- Member or legal representative agrees not to submit a claim to Medicare or to ask the Practice to submit a claim to Medicare.
- Member or legal representative understands that Medicare payment will not be made for any of the services furnished by Provider that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.
- Member or legal representative enters into this contract with the knowledge that he/she has the right to obtain Medicare-covered items and services from practitioners who have not opted out of Medicare, and member is not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other practitioners who have not opted out.
- Member or legal representative understands that Medi-Gap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.



Member or legal representative acknowledges that they are not currently experiencing an emergency or urgent health care situation.

Member or legal representative acknowledges that a copy of this contract has been made available to him/her.

Member Name: _____ **Date:** _____

Members Signature: _____

(or legal representative or guardian, if applicable)

DPC at Cache Clinic Representative



APPENDIX 3:

Fee Schedule

Monthly periodic fees are:

\$35 per month - 0 years to 18 years

\$75 per month – Over 18

\$150 per month – Family – two adults and their minor children in the same household.

Bonus! If you prepay for a 12-month period, You receive a 5% discount!