

**Cherry Hill Village Family Medicine, PLLC**  
**DIRECT PRIMARY CARE**  
**PATIENT MEMBERSHIP AGREEMENT**

This Direct Primary Care Membership Agreement (this “Agreement”) is made and entered into as of the Effective Date, by and between Cherry Hill Village Family Medicine, PLLC, a Michigan professional limited liability company located at 50439 Independence St., Canton, MI 48188 (“Practice”), and \_\_\_\_\_ (the “Patient”), whose contact information is as follows:

Patient Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ (Check One): ☐ Mobile ☐ Home ☐ Work  
Alternative Phone Number: \_\_\_\_\_ (Check One): ☐ Mobile ☐ Home ☐ Work  
Email Address: \_\_\_\_\_

Practice and Patient are sometimes collectively referred to herein as the “Parties.” Practice delivers primary medical care services by one of more providers at the address set forth above. In consideration of the mutual promises and undertakings set forth in this Agreement, and for good and valuable consideration, Practice, through its providers, agrees to provide Patient with the Program Services described in this Agreement on the terms and conditions set forth in this Agreement.

**1. Membership, Program Services and Enrollment.**

- a. Direct Primary Care Program Membership and Services. In consideration of Patient’s completion of all enrollment requirements as set forth in Section 1(b) of this Agreement, Patient shall become a member of Practice’s Direct Primary Care Membership Program (the “Program”) and shall be eligible to receive certain primary care medical services (“Program Services”) provided by Practice as specified in **Appendix A**, which is attached hereto and incorporated herein by reference. Practice may add or discontinue one or more Program Services in **Appendix A** in its sole discretion by notifying Patient via Email or U.S. Mail at least thirty (30) days prior to the change.
- b. Enrollment and Effective Date. Patient may enroll into the Program on any day of the month by signing this Agreement and completing any other enrollment documents required by Practice, together with payment of all applicable Program Fees. This Agreement becomes effective on the date Patient completes all of the aforementioned enrollment requirements set forth in this section (the “Effective Date”).
- c. No Concierge Services. Patient understands and agrees that this Agreement is for membership in Practice’s Direct Primary Care (“DPC”) Program and is not an agreement for membership in a concierge program. Patient acknowledges that the difference between DPC and concierge is DPC provides patients with certain primary care medical services in exchange for the payment of a flat monthly fee. Concierge, on the other hand, involves the 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; the patient’s insurance is billed for such medical services. Accordingly, while membership in the Program under this Agreement may at times include after-hours access to Patient’s provider via telecommunication and provide Patient with an office visit during normal business hours for acute issues, Patient acknowledges that he or she will not be entitled to an immediate office visit or access to his or her provider at all times.

## 2. Fees.

- a. Enrollment and Monthly Membership Fee. Each Patient shall pay an initial Enrollment Fee and Monthly Membership Fee according to the fee schedule noted in **Appendix B**.
- b. Additional Fees. Only those services described in Appendix A that do not require an additional fee are included in the Monthly Membership Fee. Services described in **Appendix A** as requiring the payment of an additional fee will require payment to the Practice at the time the services are provided.
- c. Re-enrollment Fee. In the event Patient terminates this Agreement for any reason, Patient will be ineligible to re-enroll in the Program for a period of six (6) months following the effective date of termination. Notwithstanding the preceding sentence, Practice, in its sole discretion, may allow Patient who has terminated this Agreement to re-enroll before the six (6) month period has passed. Any re-enrollment after termination will require Patient to pay a re-enrollment fee in the amount of 150 dollars (\$150.00) and sign a new Agreement.
- d. Changes to Fees. Practice may change the amount of the Monthly Membership Fee, Enrollment Fee, Re-enrollment Fee, or any additional or other fees associated with this Membership Agreement at any time, in its sole discretion, upon providing Patient at least thirty (30) days' advance notice via email or U.S. Mail.

## 3. Automatic Payment of Membership Fees.

- a. Autopayment Information and Changes. During the enrollment process discussed in Section 1(b), Patient will input their bank account/debit/credit card information so that monthly membership fee payments may be made automatically. Patient may change or update payment information by accessing his or her account using Practice's online onboarding and billing platform, which can be accessed at this web address: [www.thevillagedoctor.net](http://www.thevillagedoctor.net).
- b. Authorization. By inputting this information or by changing/updating bank account/debit/credit card information during the term of this Agreement, Patient is providing Practice with authorization to have its online, onboarding and billing platform initiate Monthly Membership Fee recurring charges every month. This authorization will remain in full force until this Agreement is terminated in accordance with Section 12 and until Practice and Patient's debit/credit card institution has a reasonable time to act on it.
- c. Appearance of Recurring Auto Payments. The Monthly Membership Fee auto charge or debit will appear on card holder or patient/authorized signor's bank statements as Cherry Hill Village Family Medicine or a variation of this name.
- d. Timing of Auto Payments. Payment for the first month of services will be due upon enrollment. Thereafter, payment of the Monthly Membership Fee will be automatically processed each month beginning 30 days from the date of Patient's enrollment.

## 4. No Insurance Claims.

Patient acknowledges that Practice does not participate in any federal healthcare program (e.g., Medicare/Medicaid, TRICARE, etc.) or health insurance plan and will not bill or submit claims to any insurance carriers or health care plan to which Patient may be a subscriber or beneficiary for Program Services rendered under this Agreement. Patient understands the Program Services may not be reimbursable under any federal healthcare program or health insurance plan. Practice does not make

any representations that any fees paid by Practice to Practice under this Agreement are covered by Patient's health insurance or any other third party plans applicable to Patient. Patient acknowledges and agrees that he or she is solely responsible for payment for all Services Patient receives from Practice regardless of whether such Services are reimbursable or payable by Patient's health insurance.

**5. Tax-Advantaged Medical Savings Accounts.**

Patient may have a tax-advantaged savings account, including, but not limited to, a health savings account, medical saving account, flexible spending arrangement, health reimbursement arrangement, or other similar health plan (collectively, "Tax-Advantaged Savings Accounts"). Because every Tax-Advantaged Savings Account is unique, Patient is advised to consult with their accountant regarding whether any of the fees incurred pursuant to this Membership Agreement may be paid using funds contained in a Tax-Advantaged Savings Account.

**6. Other Insurance and High Deductibles.**

Some services provided herein may be a covered benefit or covered service, at no cost to Patient, under Patient's health benefit plan. Further, third-party payers may not count the Membership Fees incurred pursuant to this Membership Agreement or the fees associated with additional services that are not included in the Monthly Membership Fee toward any deductible Patient may have under a high deductible health plan. Patient should consult with their health benefits adviser regarding whether Membership Fees may be counted toward Patient's deductible under a high deductible health plan.

**7. No Emergency Care.**

Practice is not an emergency room, and accordingly, does not have the ability to treat Patient during a medical emergency. If Patient is experiencing a medical emergency, Patient should call 911 or go to the nearest emergency room to seek immediate treatment.

**8. Virtual Visits.**

Virtual visits are included in the Monthly Membership Fee but are provided at the sole discretion of Practice as there are times when a virtual visit is not clinically appropriate, which will require Patient to schedule an in-person appointment for treatment.

**9. First Visit and Preventive Visits.**

While the Program Services include virtual visits, adult Patient's enrollment requires that Patient schedule an appointment to be seen in person by Practice within 6 months of enrollment, sooner if medication refills are needed or Patient has a chronic condition that warrants sooner appointment. In addition, Patient agrees to physically visit Practice for an initial comprehensive wellness visit, which will be scheduled approximately 12 months from Patient's most recent physical exam outside of Practice. Thereafter, Patient agrees to physically visit Practice for subsequent comprehensive wellness visits in accordance with the recommendations based on age (every 12-18 months if 18-39 years of age; every 12 months if 40 years of age and older). Patients under the age of 18, will be seen in person by Practice for initial visit after enrollment if medication refills are needed, Patient has a chronic condition that warrants a visit, or when the first of the scheduled well child checks are due based on Patient's age and timing of previous well child check outside of the Practice.

**10. Electronic Communications.**

Unless advised otherwise in writing, Patient authorizes Practice and Practice's providers, staff and designees to communicate with Patient regarding Patient's protected health information ("PHI" as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) by Electronic Communication via Patient's phone number (including mobile number) and/or email address provided in this

Agreement. Additionally, Patient may communicate with Practice and its providers and staff via email regarding the Patient's PHI. Electronic Communication includes but is not limited to, email, text (SMS, MMS), patient portal messaging and audio or video conference chat. The Patient acknowledges and agrees that:

- a. Electronic Communications may not be a secure medium for sending or receiving PHI;
- b. Although Practice and its providers and staff will make reasonable efforts to keep any unencrypted Electronic Communications with the Patient confidential and secure, Patient understands that Practice cannot assure or guarantee the confidentiality of unencrypted or unsecure Electronic Communications;
- c. Electronic Communications may be made a part of Patient's medical record.
- d. Patient will not use Electronic Communications to communicate to Practice regarding emergency and/or urgent medical problems or other time-sensitive issues, or for inquiries regarding sensitive information. In the event of an emergency, or a situation in which Patient could reasonably expect to develop into an emergency, Patient shall call 911 or the nearest Emergency room, and follow the directions of emergency personnel.
- e. Neither the Physician nor the Practice or its staff, agents, or representatives will be liable to the Patient for any loss, cost, injury, or expense caused by, or resulting from (i) a delay in responding to Patient due to technical failures, including but not limited to, technical failures attributable to internet service provider, power outages, failure of electronic messaging software, failure of computers or computer network, or faulty telephone or cable data transmission, (2) any interception of Electronic Communications by a third party, or (3) the Patient's failure to comply with the guidelines regarding the use of Electronic Communications set forth in this Section.

## **11. Term.**

This Agreement shall become effective on the Effective Date and shall continue for twelve successive months (the "Term") and automatically renew for additional one-year periods ("Successive Term(s)") unless otherwise terminated in accordance with Section 12 herein, provided that no termination shall be effective prior to 90 days from the Effective Date of this Agreement.

## **12. Termination.**

- a. Termination by Patient. Patient may terminate this Membership Agreement any time after 90 days from the Effective Date, but is required to do so by completing the Written Notice of Membership Termination Form ("Term Form") which is available by contacting Practice. This Form may be submitted to Practice either in person or by email to [info@thevillagedoctor.net](mailto:info@thevillagedoctor.net).
- b. Term Form Timing Requirements. All Term Forms must be received by Practice no later than thirty (30) days prior to Patient's next auto billing date. Patient shall be responsible for verifying with Practice that his or her Term Form was received by Practice 30 days in advance of Patient's next auto billing date. Term Forms submitted within the 30-day billing cycle will result in a final Monthly Membership Fee auto payment, enabling Patient to utilize the Program Services for another 30 days. No refund will be issued once an auto payment is made.
- c. Termination by Practice. Practice may terminate this Agreement if Patient: a) fails to pay his or her Membership fees; b) performed an act of fraud; c) repeatedly fails to adhere to the recommended treatment plan; d) violates Practice's Code of Conduct or is abusive and presents an emotional or

physical danger to the staff or other patients of the Practice; e) has healthcare needs that exceed the care that can be provided under the Program; or f) the Practice discontinues the Membership Program. In the event Practice terminates Patient's membership, Practice shall refund Patient's Monthly Membership Fee on a pro rata basis.

### **13. Required Disclosure.**

THIS AGREEMENT IS NOT AN INSURANCE PLAN AND IS NOT A SUBSTITUTE FOR HEALTH INSURANCE OR OTHER HEALTH PLAN COVERAGE. PATIENT ACKNOWLEDGES THAT THE SERVICES RENDERED UNDER THIS AGREEMENT MAY NOT BE COVERED BY HEALTH INSURANCE, MEDICARE, MEDICAID, AND/OR ANY OTHER THIRD-PARTY PAYOR. THIS AGREEMENT PROVIDES ONLY THE SERVICES DESCRIBED HEREIN. IT IS RECOMMENDED THAT HEALTH CARE INSURANCE BE OBTAINED TO COVER MEDICAL SERVICES NOT PROVIDED UNDER THIS AGREEMENT.

### **14. Code of Conduct.**

In order for Practice to provide a safe and healthy environment for staff, patients and their families, Practice expects Patient and accompanying family members or friends to refrain from unacceptable behaviors that are disruptive or pose a threat to the rights or safety of other patients or staff. Accordingly, as a condition of membership in the Program, Patient agrees to execute a copy of the Practice's Code of Conduct as part of the onboarding process. Any violation of this Code of Conduct by Patient or their accompanying family members or friends will result in Patient's immediate termination from the Membership Program.

### **15. Entire Agreement.**

This Membership Agreement constitutes the entire understanding between the Parties hereto relating to the matters herein and shall not be modified or amended except in a writing signed by both Parties hereto.

### **16. Waiver.**

The waiver by either Practice or Patient of a breach of any provisions of this Agreement must be in writing and signed by the waiving party to be effective and shall not operate or be construed as a waiver of any subsequent breach by either Practice or Patient.

### **17. Change of Law.**

If there is a change of any law, regulation or rule, federal, state or local, which affects this Agreement, any terms or conditions incorporated by reference in this Agreement, the activities of Practice under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and Practice reasonably believes in good faith that the change will have a substantial adverse effect on Practice's rights, obligations or operations associated with this Agreement (a "Legal Change"), then Practice may, upon written notice, require Patient to enter into good faith negotiations to renegotiate the terms of this Membership Agreement. If the parties are unable to reach an agreement concerning the modification of this Membership Agreement within ten (10) days after the effective date of the Legal Change, then Practice may immediately terminate this Agreement upon providing written notice to Patient.

### **18. 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 Michigan. Patient irrevocable submits to the exclusive jurisdiction of the state and county courts located in Wayne 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.

**19. 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.

**20. Assignment.**

This Agreement shall be binding upon and shall inure to the benefit of the Practice and its respective successors and legal representatives. Neither this Agreement, nor any rights hereunder, may be assigned by Patient without the written consent of Practice.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

## **Signature Page**

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

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Signature of Patient or Parent or Legal Guardian

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Date

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Name of Parent or Legal Guardian (if applicable)

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Kenneth J. Grimm, MD  
Owner/Director

---

Date

Cherry Hill Village Family Medicine PLLC  
50439 Independence Street  
Canton, MI. 48188  
Phone: (734)879-1068  
Fax: (734)554-4574  
Email: [info@thevillagedoctor.net](mailto:info@thevillagedoctor.net)  
Website: [www.thevillagedoctor.net](http://www.thevillagedoctor.net)

**Cherry Hill Village Family Medicine, PLLC**  
**DIRECT PRIMARY CARE**

**Appendix A**  
**MONTHLY MEMBERSHIP**  
**PROGRAM SERVICES**

**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 posted on Practice's website [www.thevillagedoctor.net](http://www.thevillagedoctor.net) or may be obtained by calling Practice. Same-day appointments are scheduled subject to availability. The last scheduled appointment of the day is 1 hour prior to close of business. For Patients with acute issues, Practice will attempt to see Patients within 24-48 hours if medically necessary during regular office hours.

**After-hours Communications.**

Outside of normal business hours, Patients may call Practice's provider. Practice's provider will attempt 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.

**No Emergency Care.**

In an emergency situation or anything that could possibly be perceived as an emergency 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, Practice will notify Patient at least two weeks in advance so that Patient may make an appointment prior to provider's unavailability. In the event Patient has an acute issue that needs to be addressed during provider's unavailability, Patient should visit an urgent care center or the emergency room.

**Ongoing Primary Care and In-Office Procedures.**

While there are no fees for office or virtual visits associated with the Program Services, there are some services that require an additional fee to be paid at the time of service. These are detailed below. The DPC Program does not include Federal Motor Carrier Safety Administration ("FMCSA") physicals, disability determinations for insurance, social security, or ADA purposes or Workman's Compensation visits.

**Family Planning.**

Practice will provide advice and consult on family planning issues. Practice provides a prescription that can be filled at any pharmacy. For Patients who choose to use IUDs or Nexplanon devices, Practice will provide Patient with a prescription to obtain the Nexplanon or IUD at Patient's own cost. Once obtained, Patient can then schedule an appointment for placement. Patients with insurance will need to inquire of their insurance company to see if their benefits include Nexplanon and IUDs devices.



**House Calls.**

House calls are at the provider's sole discretion and, if available, will require an additional fee. House calls must be scheduled at least one-day in advance and are subject to provider's availability. Provider will not continue a house call in the event there are safety concerns such as pets and children interfering with Patient's care.

**Medications.**

Medications will be ordered in the most cost-effective manner possible for Patient. Patient's membership in the Program does NOT guarantee medications will be prescribed or that certain medications will be provided to Patient; Practice will do what is medically appropriate for the Patient in determining whether to prescribe medications. Opioid pain medications, benzodiazepines, and medication for ADHD will be up to the discretion of the Practice.

**Vaccinations.**

While the practice will advise Patients whether certain vaccines are necessary and should be obtained by Patient, the administration of vaccinations is not guaranteed by the Practice. The Practice will make every effort to assist Patient in obtaining medically necessary vaccinations. County Health Departments provide vaccinations at very little costs and Practice will advise Patients as to how to contact the county health department. Alternatively, Practice will write a prescription for Patient to obtain the vaccine at his or her local pharmacy at Patient's own expense, which may be covered by Patient's insurance.

**Labs.**

Some labs may be performed by Practice while others may require Patient to go to an outside facility. Labs ordered or performed by Practice are not included in the monthly membership fee, and the cost of these will be discussed and due at time of service. Outside laboratory testing services are likewise not included in the monthly membership fee and Patient will pay the lab facility directly for these draws, which may be covered by Patient's insurance.

**Durable Medical Equipment (DME).**

Practice does not provide most DME utilized in a Patient's treatment, such as crutches, slings, boots, and braces at this time. Practice will advise Patient as to what DME is required and how to obtain the DME. If DME is provided to Patient, the cost is not included in the monthly membership fee and will be due at the time the DME is provided.

**Pathology.**

Pathology examinations of tissue samples collected from procedures are not included in the monthly membership fee and will be ordered in an economical manner. Practice has negotiated deeply discounted prices for pathology services and Patient will pay Practice for the outside pathology services at the time the tissue sample is taken. While insurance may cover the cost of pathology, Practice cannot make any prediction as to the out-of-pocket costs that Patient may be required to cover. Accordingly, in the event Patient decides to not opt for the discounted cash pricing and have his or her insurance billed, Patient cannot later decide to be charged the discounted cash price. Further, in the event additional tests are required besides those for which Patient agreed to pay, Practice will contact Patient to collect the costs for the additional tests being performed.

**Imaging.**

Outside imaging services, such as Xray's, MRI, CT Scans and Ultrasounds, are not included in the monthly membership fee and will be ordered in an economical manner. Practice has negotiated deeply discounted prices for imaging services with certain imaging facilities. Patient will pay the facility directly for the imaging services.

# Cherry Hill Village Family Medicine, PLLC

## DIRECT PRIMARY CARE

### Service List

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.

<b>Service Type</b>	<b>Description</b>	<b>Additional Fee</b>
Wellness Visits / Physicals	Wellness Exams School/Sports/Camp Physicals NO DOT Physicals NO Insurance Disability Determination Exams NO Social Security Disability Exams NO ADA Disability Exams NO Workman's Compensation Exams	No—Service included in Membership Fee
Acute Care	Initial evaluation and basic management of acute injuries or acute medical problems.	Not for initial evaluation, but additional cost may be necessary for testing (labs, imaging) or referrals (specialists, PT)
Chronic Conditions	Ongoing treatment of chronic medical conditions that fall within our scope of practice as primary care physicians.	Not for initial evaluation, but additional cost may be necessary for testing (labs, imaging) or referrals (specialists, PT)
House Calls	See Appendix A	Yes
Medications	See Appendix A	Yes
Simple Procedures	Injections within our scope of practice as primary care physicians Wart treatment (freezing) Skin tag removal Stitches/laceration repair	No—Service included in Membership Fee
Complex Procedures	Biopsies (that need to be sent for pathology) Excision of cyst or lipoma Vasectomy Colposcopy (examination of cervix after abnormal Pap Smear) Intrauterine Device Insertion/Removal Nexplanon Insertion/Removal	Yes (see Appendix B) Cost of Pathology Evaluation (if applicable) Cost of device (if applicable)
Counseling and Screening	General health-related counseling (diet, exercise, substance use, immunization (counseling), cancer screening and prevention, depression screening,	No—Service included in Membership Fee

**Cherry Hill Village Family Medicine, PLLC  
DIRECT PRIMARY CARE**

**Appendix B  
ENROLLMENT AND MEMBERSHIP FEES**

**Membership Fee**

- |   |                         |
|---|-------------------------|
| • Age 0-17 years without an enrolled parent | \$80/month per patient  |
| • Age 0-17 years with an enrolled parent    | \$30/month per patient  |
| • Age 18 – 64 years                         | \$100/month per patient |
| • Age 65+ years                             | \$130/month per patient |

Couples receive 10% off. Payments may be made monthly, every 3 months, 6 months, or annually.

**Enrollment Fee**

There is a one-time \$100 enrollment fee per person or \$180 per household. (This will be waived for all established patients who enroll by 1/31/25.)

There is a \$150 reenrollment fee per person for previous patients whose membership has lapsed or terminated for any reason.