



Membership Agreement

This is an Agreement between ISLAND DIRECT PRIMARY CARE, L.L.C., a Florida S-Corporation, located at 390 N. Courtenay Parkway, Merritt Island, Florida 32953 (ISLAND DPC), John W. Rothwell III, DNP, APRN, FNP-BC (Doctor of Nursing Practice, Advanced Practice Registered Nurse, Family Nurse Practitioner Board Certified) in his capacity as an agent of ISLAND DPC, and you, (Patient).

Background

The APRN, who specializes as a family nurse practitioner board certified, delivers care on behalf ISLAND DPC, at the address set forth above. In exchange for certain fees paid by You, ISLAND DPC, through its APRN, agrees to provide Patient with the Services described in this Agreement on the terms and conditions set forth in this Agreement.

Definitions

1. **Patient.** A patient is defined as those persons for whom the APRN shall provide Services, and who are signatories to, or listed on the documents attached as Appendix 1, and incorporated by reference, to this agreement
2. **Services.** As used in this Agreement, the term Services, shall mean a package of services, both patient care and non-patient care, and certain amenities (collectively "Services"), which are offered by ISLAND DPC, and set forth in Appendix 1.
3. **Terms.** This agreement shall commence on the date electronically signed during online enrollment or date signed by the parties below and shall continue for a period of one month, automatically renewed.
4. **Fees.** In exchange for the services described herein, Patient agrees to pay ISLAND DPC, the amount as set forth in Appendix 1, attached. This fee is payable upon execution of this agreement and is in payment for the services provided to Patient during the term of this Agreement. If this Agreement is cancelled by either party before the agreement termination date, then ISLAND DPC shall refund the Patient's pro-rated share of the original payment, remaining after deducting individual charges for services rendered to Patient up to cancellation.
5. **Non-Participation in Insurance.** Patient acknowledges that neither ISLAND DPC, nor the APRN participates in any health insurance or HMO plans or Medicare or Federal Healthcare panels. Neither of the above make any representations whatsoever that any fees paid under this Agreement are covered by your health insurance or other third-party payment plans applicable to the Patient. The Patient shall retain full and complete responsibility for any such determination. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, then Patient may not

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be eligible for ISLAND DPC services. This agreement acknowledges your understanding that the APRN will not seek reimbursement from Medicare, Medicaid, or any Federal Healthcare panels and as a result, Medicare, Medicaid, or any Federal Healthcare panels cannot be billed for any services performed for you by the APRN. You agree not to bill Medicare, Medicaid, or any Federal Healthcare panels or attempt Medicare, Medicaid, or any Federal Healthcare panel reimbursement for any such services.

6. **Insurance or Other Medical Coverage.** Patient acknowledges and understands that this Agreement is not an insurance plan, and not a substitute for health insurance or other health plan coverage (such as membership in an HMO). It will not cover hospital services, or any services not personally provided by ISLAND DPC, or its Providers. Patient acknowledges that Island DPC has advised that patient obtain or keep in full force such health insurance policy(ies) or plans that will cover Patient for general healthcare costs. Patient acknowledges that this Agreement is not a contract that provides health insurance, and this Agreement is not intended to replace any existing or future health insurance or health plan coverage that Patient may carry.
7. **Term; Termination.** This Agreement will commence on the date first written above and will extend monthly thereafter. Notwithstanding the above, both Patient and ISLAND DPC shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving 30 days prior written notice to the other party. Unless previously terminated as set forth above, at the expiration of the initial one-month term (and each succeeding monthly term), the Agreement will automatically renew for successive monthly terms upon the payment of the monthly fee at the end of the contract month.
8. **Communications.** Patient acknowledges that communications with the Provider using e-mail, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. ISLAND DPC currently utilizes HINT for membership management and Spruce Health for telehealth, both of which are compliant with Health Insurance Portability and Accountability Act (HIPAA) of 1996. As such, you expressly waive the provider's obligation to guarantee confidentiality with respect to correspondence using such means of communication. Patient acknowledges that all such communications may become a part of your medical records.
By providing Patient's e-mail address during online enrollment or signing the attached Appendix 1, Patient authorizes ISLAND DPC, and its providers to communicate with Patient by e-mail regarding Patient's "protected health information" (PHI) (as that term is defined in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations) By inserting Patient's e-mail address in Exhibit 1, Patient acknowledges that:
 - (a) E-mail is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access;

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- (b) Although, and the provider will make all reasonable efforts to keep e-mail communications confidential and secure, neither ISLAND DPC, nor the provider can assure or guarantee the absolute confidentiality of e-mail communications;
- (c) In the discretion of the provider, e-mail communications may be made a part of Patient's permanent medical record; and,
- (d) Patient understands and agrees that E-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. In the event of an emergency, or a situation in which the member could reasonably expect to develop into an emergency, Member shall call 911 or the nearest Emergency Department, and follow the directions of emergency personnel.

If Patient does not receive a response to an e-mail message within one day, Patient agrees to use another means of communication to contact the provider. Neither ISLAND DPC, nor the provider will be liable to Patient for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to Patient as a result of technical failures, including, but not limited to, (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software, or failure to properly address e-mail messages, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party; or (v) your failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

9. **Change of Law.** If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms & Conditions, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement including these Terms & Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five days after of date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.
10. **Severability.** If for any reason any provision of this Agreement shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law and in its modified form, and that provision shall then be enforceable.

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11. **Reimbursement for services rendered.** If this Agreement is held to be invalid for any reason, and if ISLAND DPC is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay ISLAND DPC an amount equal to the reasonable value of the Services actually rendered to Patient during the period of time for which the refunded fees were paid.
12. **Amendment.** No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, the provider may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation (“Applicable Law”) by sending You 30 days advance written notice of any such change. Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by ISLAND DPC, except that Patient shall initial any such change at ISLAND DPC request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set forth in this Agreement, then, to the extent necessary, such provisions shall be incorporated by reference into this Agreement and shall be deemed a part of this Agreement as though they had been expressly set forth in this Agreement.
13. **Assignment.** This Agreement, and any rights Patient may have under it, may not be assigned or transferred by Patient.
14. **Relationship of Parties.** Patient and the Provider intend and agree that the provider, in performing their duties under this Agreement, is an independent contractor, as defined by the guidelines promulgated by the United States Internal Revenue Service and/or the United States Department of Labor, and the provider shall have exclusive control of his work and the manner in which it is performed.
15. **Legal Significance.** Patient acknowledges that this Agreement is a legal document and creates certain rights and responsibilities. Patient also acknowledges having had a reasonable time to seek legal advice regarding the Agreement and has either chosen not to do so or has done so and is satisfied with the terms and conditions of the Agreement.
16. **Miscellaneous.** This Agreement shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Agreement are used for convenience only and shall not limit, broaden, or qualify the text.
17. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.
18. **Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Florida and All disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for ISLAND DPC’ address in Merritt Island, Florida.
19. **Service.** All written notices are deemed served if sent to the address of the party written above by first class U.S. mail.

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The parties have acknowledged and accepted this Agreement on the date first written during online enrollment.

Island Direct Primary Care LLC

John W. Rothwell III, DNP, APRN, FNP-BC
President

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Appendix 1

Services and Payment Terms

- 1. Telehealth Services.** As used in this Agreement, the term Telehealth services shall mean the use of synchronous or asynchronous telecommunications technology by a telehealth provider to provide healthcare services, including, but not limited to, assessment, diagnosis, consultation, treatment, and monitoring of a patient; transfer of medical data; patient and professional health-related education; public health services; and health administration. The use of telehealth involves the electronic communication of medical information. Island Direct Primary Care's telehealth services is not a substitute for your primary care provider. Chief complaints that require physical examination, laboratories, and/or imaging may be referred to your primary care provider, urgent care, or the emergency department. Common chief complaints appropriate for telehealth services include but not limited to:

Allergy/Asthma	Medication Refill
Chronic Bronchitis	Otitis Externa (Swimmers ear)
Conjunctivitis	Rashes
Hypertension	Upper Respiratory Illness
Lower Back Pain	Urinary Tract Infection

- 2. Access.** Patient shall have access to the telehealth provider via instant messaging and video chat. Patient shall also have direct telephone access to a telehealth provider on a twenty-four hour per day, seven days per week basis. Patient shall be given a phone number where patient may reach the telehealth provider directly. Patient calls will be returned within a reasonable amount of time not to exceed 2 hours. During the telehealth provider's absence for vacations, continuing medical education, illness, emergencies, or days off, ISLAND DPC will provide the services of an appropriate licensed telehealth provider for assistance in obtaining patient services. Patient shall be given instructions as to how to contact such telehealth provider. Such telehealth provider shall be available to Patient to the same extent as would the membership telehealth Provider.
- 3. Membership payment terms.** ISLAND DPC provides monthly and annual payment options. All payments are automatically deducted each month or year on the date of enrollment. A onetime registration fee of \$20.00 may be assessed per family for Telehealth membership.

All ages	Monthly \$40	Annual \$480
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