



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. If the Patient selects a Provider that has opted out of Medicare, Medicaid, or any Federal Healthcare Plan, then a membership relationship may be established. In ALL cases, the patient is required to sign and date the Advanced Beneficiary Notice of Noncoverage (ABN) (See Appendix 2) and the Medicare Patient Agreement form. The Patient is responsible for providing a signed copy of the ABN. Failure to provide a signed copy of the ABN will result in an Option 2 selection, “I want the items or services listed above, but do not bill Medicare. You may ask to be paid now as I am responsible for payment, and I cannot appeal if Medicare is not billed”. 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 telemedicine, 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.

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By providing Patient's e-mail address on during online enrollment or 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;
- (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

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- 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.
 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.

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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.
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. **Healthcare Services.** As used in this Agreement, the term Healthcare Services shall mean those healthcare services that the Provider is permitted to perform under the laws of the State of Florida and that are consistent with his/her training and experience as a family nurse practitioner, as the case may be to include but not limited to health and wellness, preventative care, primary care, acute care and chronic care management. Patient shall also be entitled to a semi-annual in-depth “wellness examination and evaluation,” which shall be performed by the provider, and include the following:

Health Risk Assessment
Vision and Hearing Screening
EKG
Comprehensive Lab Screening*
Psychosocial Screening
Custom Wellness Plan to Include Exercise and Dietary Plan
*Some restrictions may apply

The Provider may from time to time, due to vacations, sick days, and other similar situations, not be available to provide the services referred to above in this paragraph 1. During such times, Patient calls to the Provider, or to the Provider’s office, will be directed to a provider who is “covering” for the Provider during his absence. ISLAND DPC will make every effort to arrange for coverage but does not guarantee such coverage.

2. **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 health care 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. 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

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3. **Non-Medical, Personalized Services.** ISLAND DPC shall also provide Patient with the following non- medical services (“Non-Medical Services”):
- (a) *Access.* Patient shall have access to the Provider via instant messaging and video chat. Patient shall also have direct telephone access to the 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 Provider directly around the clock. During the Provider’s absence for vacations, continuing medical education, illness, emergencies, or days off, ISLAND DPC will provide the services of an appropriate licensed healthcare provider for assistance in obtaining patient services. Patient shall be given instructions as to how to contact such healthcare provider. Such provider shall be available to Patient to the same extent as would the Provider, however provider may be contacted through an answering service rather than through a direct phone line.
 - (b) *E-Mail Access.* Patient shall be given the Provider’s e-mail address to which non-urgent communications can be addressed. Such communications shall be dealt with by the Provider or staff member of the Practice in a timely manner. Patient understands and agrees that email and the internet should never be used to access patient care in the event of an emergency, or any situation that Patient could reasonably expect may develop into an emergency. Patient agrees that in such situations, when a Patient cannot speak to a Provider immediately in person or by telephone, that Patient shall call 911 or the nearest emergency medical assistance provider and follow the directions of emergency medical personnel.
 - (c) *No Wait or Minimal Wait Appointments.* Every effort shall be made to assure that the Patient is seen by the Provider immediately upon arriving for a scheduled office visit or after only a minimal wait. If the Provider foresees a minimal wait time, Patient shall be contacted and advised of the projected wait time.
 - (d) *Same Day/Next Day Appointments.* When Patient calls or e-mails the Provider prior to noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule an appointment with the Provider on the same day. If the patient calls or e- mails the Provider after noon on a normal office day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Patient’s appointment with the Provider on the following normal office day. In any event, ISLAND DPC shall make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.
 - (e) *Home or Office Visits.* Patient may request that the Provider see Patient in Patient’s home or office, and in situations where the Provider considers such a visit reasonably

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necessary and appropriate, he will make every reasonable effort to comply with Patient's request.

- (f) *Visitors.* Family members* temporarily visiting a Patient from out of town may take advantage of the services described in subparagraphs (a), (c), and (d) of this paragraph. Patient services rendered to Patient's visitors shall be charged on a nominal fee-for-service basis.
 - (g) *Specialists.* ISLAND DPC Provider's shall coordinate with patient care specialists to whom Patient is referred to assist Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover Specialist's fees or fees due to any healthcare professional other than the ISLAND DPC 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 \$50.00 may be assessed per family for monthly memberships.
- (a) Membership Monthly (Children must be accompanied by an adult membership)
 - a. 0-19 year \$49
 - b. 20+ years \$99
 - (b) Membership Annual (Children must be accompanied by an adult membership)
 - a. 0-19 year \$588
 - b. 20+ years \$1188



Appendix 2

ATTENTION MEDICARE PATIENTS ONLY

Patient Name: _____

Advance Beneficiary Notice of Noncoverage (ABN)

Note: If Medicare doesn't pay for the items or services below, you may not have to pay. Medicare does not pay for everything, even some care that you or your healthcare provider have good reason to think you need. We expect Medicare may not pay for the items or services below.

Items or Services Reason Medicare May Not Pay: Membership fees, services and/or products rendered at Island Direct Primary Care

WHAT YOU NEED TO DO NOW:

- Read this notice, so you can make an informed decision about your care.
- Ask us any questions you may have after you finish reading.
- Choose an option below about whether to receive the items or services listed above. Note if you choose Option 1 or 2, we may help you to use any other insurance that you might have, but Medicare cannot require us to do this.

OPTIONS: Check only one box. We cannot choose a box for you.

OPTION 1. I want the items or services listed above. You may ask to be paid now, but I also want Medicare billed for an official decision on payment, which is sent to me on a Medicare Summary Notice (MSN). I understand that if Medicare doesn't pay, I am responsible for payment, but I can appeal to Medicare by following the directions on the MSN. If Medicare does pay, you will refund any payments I made to you, less co-pays or deductibles.

OPTION 2. I want the items or services listed above, but do not bill Medicare. You may ask to be paid now as I am responsible for payment, and I cannot appeal if Medicare is not billed.

OPTION 3. I don't want the items or services listed above. I understand with this choice I am not responsible for payment, and **I cannot appeal to see if Medicare would pay. Additional information: This notice gives our opinion, not an official Medicare decision.** If you have other questions on this notice or Medicare billing, call 1-800-MEDICARE (1-800-633-4227 / TTY: 1-877-486-2048). Signing below means that you have received and understand this notice. You may also receive a copy.

Signature: _____ Date: _____

Form CMS-R-131 Form Approved OMB No. 0938-0566

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