



Membership Agreement

This is an Agreement between J.C. HEALTHCARE ASSOCIATES, L.L.C.,(JCH&A), Jessica Chung, DNP, APRN-C(Doctor of Nursing Practice, Advanced Practice Registered Nurse [APRN]) in her capacity as owner of JCH&A, and you, (Patient) on this date _____ .

Background

The APRN, who specializes as a board certified family nurse practitioner board, delivers care on behalf JCH&A, at a designated office or at a private location of the patient. In exchange for certain fees paid by Patient, JCH&A, 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 or individual services both patient care and non-patient care, and certain amenities (collectively "Services"), which are offered by JCH&A, and set forth in Appendix 1.

3. **Terms.** This agreement shall commence on the date signed by the parties below and shall continue every month, automatically renewed each month.

4. **Fees.** In exchange for the services described herein, Patient agrees to pay JCH&A, 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 JCH&A 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 JCH&A, nor the APRN participates in any health insurance or HMO plans or Medicare or Federal Healthcare plans. 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 is not eligible for JCH&A services. This agreement acknowledges your understanding that the APRN does not provide services to patients eligible for Medicare and Medicaid and 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 Patient by the APRN. Patient agrees not to bill Medicare, Medicaid, or any Federal Healthcare panels or attempt Medicare, Medicaid, or any Federal Healthcare panel reimbursement for any such services. _____ (Initials)

6. **Insurance or Other Medical Coverage.** Patient acknowledges and understands that this Agreement is not a health 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 JCH&A, 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

JCH&A shall have the absolute and unconditional right to terminate the Agreement, without showing 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 each contract month.

8. Communications. You acknowledge 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. As such, you expressly waive the provider's obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications may become a part of your medical records. By providing Patient's e-mail address on the attached Appendix 1, Patient authorizes the JCH&A, 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 JCH&A, 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 business day (Monday through Friday), Patient agrees to use another means of communication to contact the provider. Neither JCH&A, 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.

11. Reimbursement for services rendered. If this Agreement is held to be invalid for any reason, and if JCH&A therefore required to refund all or any portion of the

monthly fees paid by Patient, Patient agrees to pay JCH&A 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 JCH&A, except that Patient shall initial any such change at JCH&A 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 APRN intend and agree that the APRN, 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 her 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.

Appendix A

Services and Payment Terms

1. Patient Services. As used in this Agreement, the term Patient Services shall mean those patient services that the APRN, herself is permitted to perform under the laws of the State of Florida and that are consistent with her training and experience as a family nurse practitioner, as the case may be. Patient shall also be entitled to an annual or semi-annual “wellness examination and evaluation,” (no more than two visits per year at least 6 months apart) which shall be performed by the provider, and include the following but not limited to:

Health Risk Assessment, Vision Screening, Comprehensive Lab Screening*,
Psychosocial Screening

*Some restrictions may apply. Patient is responsible for **ALL** lab costs. All lab costs must be paid in full at time of service.

Each patient is entitled to unlimited visits for acute conditions and new problem visits **as deemed necessary by the provider, per each paid membership month**, with a limit of 24 visits per year, unless an additional visit is deemed necessary by the provider. Each additional visit will be \$30 per visit.

JCH&A and the APRN have all rights to defer any medical condition for further evaluation to another provider or medical facility such as a specialist, urgent care or emergency department.

The APRN 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’s calls to the APRN, or to the APRN’s office, will be directed to a provider who is “covering” for the APRN during her absence or an office staff member. JCH&A will make every effort to arrange for

coverage but does not guarantee such coverage.

2. Non-Medical, Personalized Services. JCH&A shall also provide Patient with the following non- medical services (“Non-Medical Services”):

(a) After hours and Weekend Access. Patient shall have access to the Provider via messaging, e-mail, phone and video conferencing. Patient shall be given a phone number where the patient may reach the Provider. During the Provider’s absence for vacations, continuing medical education, illness, emergencies, or days off, JCH&A 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 APRN, 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 at scheduled visit time or after only a minimal wait. If the APRN foresees a minimal wait time, Patient shall be contacted and advised of the projected wait time.

(d) Same Day/Next Day Appointments. Same day and next day appointments are available based on the time Patient contacts the office for an appointment and the APRN’s schedule. There is no

guarantee that an appointment will be available for the patient.

(e) Home or Office Visits. Patient has access for the APRN to see Patient in Patient’s home, office or a location in which there is privacy, such as a hotel room, and in situations where the Provider considers such a visit reasonably necessary and appropriate, she will make every reasonable effort to comply with Patient’s request. Visits outside of the main office are mainly reserved for urgent situations and disabled patients.

(f) Specialists. APRN 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 APRN.

By signing below, both parties agree to the terms of Appendix A.

_____	_____
Patient’s full name (Print)	Date
_____	_____
Patient’s signature	Date
_____	_____
APRN’s full name and title	Date
_____	_____
APRN’s signature	Date

Appendix B

Patient Account Enrollment - Medical Agreement Form

All fees as set out in the fee schedule shall apply to the following Patient(s), who by signing below agree to the terms and conditions of J.C. Healthcare & Associates Agreement form.

Print Full Name	Date of Birth	Age
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Street Address	City, State, Zip code
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Home Phone	Mobile Phone
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E-mail address

Spouse/Child/Children that are also enrolling for the Membership

(Two children maximum for Family Membership Fee, each additional child is \$30)

Spouse (must be legally married and living in the same household)

Print Full Name	Date of Birth	Age
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Home Phone	Mobile Phone	Email Address
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Child/Children

Print Full Name	Date of Birth	Age
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Print Full Name	Date of Birth	Age
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Appendix C

Fee Schedule

12 - 18 years old	\$39 per month with enrolled parent
19 - 39 years old	\$69 per month
40 - 59 years old	\$79 per month
60 years and older	\$99 per month

Family rate (2 adults and 2 children) _____ per month

Enrollment fee \$99 per account*

Re-enrollment fee (after one month unpaid membership) \$99 per account

Monthly enrollment rate

Patient 1 \$ _____

Spouse \$ _____

Child 1 \$ _____

Child 2 \$ _____

Total rate \$ _____ per month

One Time Enrollment Costs: \$ _____

Prorate of current month \$ _____

Signature

Date

Appendix D

Direct Primary Care Membership Payment Method

All patients must have a credit or debit card on file to cover the cost of membership, labs and services that are not covered under the Agreement.

Circle one: Visa MasterCard American Express Other

Card Number: _____

Expiration Date: _____

Security code: _____

Zip code: _____

Date of payment each month: _____

By signing this form, you certify that you have read, understand and agree to the terms set forth in Agreement and that you agree to automatic monthly draft payments for the total month amount in Appendix C with this card on file. You agree to contact JCH&A if you obtain a new credit or debit card. Failure of automatic monthly draft payment will result in immediate termination of the Direct Primary Care Agreement and no health care services will be rendered.

Signature _____
Date