

Aloha Nui DPC, LLC
My Aloha Nui - Whole Person Health & Wellness Program
Direct Primary Care Membership Agreement

This Direct Primary Care Membership Agreement (the "Agreement") is entered into on _____, 20____ (the "Effective Date"), between Aloha Nui DPC, LLC, a Hawai'i limited liability company, located at 69 Lanihuli Street, Hilo, Hawai'i ("Aloha Nui"), and _____ ("Member"), and specifies the terms and conditions under which the Member and any dependents included in the Agreement will participate in the benefits available under the Agreement.

1. **Dependents.** The Member's adult spouse or partner will sign his or her own Direct Primary Care Membership Agreement. This Agreement, however, is between Aloha Nui and Member and also includes Member's dependents listed below:

Name:	DOB:	Relationship:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. **Term.** The term of this Agreement is for one year, beginning on the Effective Date. The Agreement shall automatically renew on the Effective Date for another calendar year unless either party cancels the Agreement in writing as set forth herein.

***No additional fee with annual automatic renewing of this Agreement.**

3. **Insurance Coverage.** This Agreement is **NOT A HEALTH INSURANCE POLICY**, and does not cover any services or care given at any other facility that is not associated with Aloha Nui. This Agreement includes only the specific services set forth in **Section A** attached hereto, and does not include any major catastrophic medical care provided by emergency rooms, hospitals, urgent care centers, home health care, hospice, services rendered by specialists or specialty clinics, or any other entities not outlined specifically associated with Aloha Nui as set forth herein.

Member understands and acknowledges that Member is responsible for any charges incurred for health care services performed outside of Aloha Nui's physical office space location as set forth above, including, but not limited to, emergency room visits, hospital and specialist care, and imaging and lab tests performed by third parties. The Member shall also be responsible for any charges incurred for health care services provided by Aloha Nui but not specifically described in **Section A** attached hereto.

ALOHA NUI DPC, LLC STRONGLY ENCOURAGES THE MEMBER(S) TO MAINTAIN HEALTH INSURANCE DURING THE TERM OF THIS MEMBERSHIP AGREEMENT TO COVER SERVICES THAT ARE NOT PROVIDED UNDER THIS AGREEMENT. MEMBER(S) SHOULD PURCHASE HEALTH INSURANCE TO COVER, AT MINIMUM, UNPREDICTABLE AND CATASTROPHIC EXPENSES .

THIS DIRECT PRIMARY CARE MEMBERSHIP AGREEMENT DOES NOT CONSTITUTE INSURANCE, IS NOT A MEDICAL PLAN THAT PROVIDES HEALTH INSURANCE COVERAGE FOR PURPOSES OF THE FEDERAL PATIENT PROTECTION AND AFFORDABLE CARE ACT AND COVERS ONLY DIRECT PRIMARY CARE SERVICES AS DESIGNATED IN THIS AGREEMENT .

4. **Membership Fees.** As of the date hereof, Membership Fees are as follows:

A. Child or Adolescent (<i>age 6-17, must join with a responsible adult</i>)	\$35.00 per month
B. Young Adult (<i>age 18-24 years</i>)	\$100.00 per month
C. Adult (<i>age 25-64 years</i>)	\$175.00 per month
D. Adult (<i>age 65+</i>)	\$125.00 per month
I. GE tax will be added to all monthly charges	
II. Members who pay full annual fee will have GE tax waived.	
III. Aloha Nui offers a 10% "couples discount" per Member who joins with an adult partner or immediate family member (age 25+).	
IV. Aloha Nui also offers a 15% "family discount" per Member who joins with 3 or more immediate family members, partner or combination thereof (age 25+).	

5. **Monthly Fees.** Monthly membership fees shall be paid by monthly charges to the Member's credit card or debit card. **Initial charge will occur with contract signing and will include the first (1st) month's fees and a non-refundable registration fee of \$100.00.** Charges to the Member's card will then occur automatically every month between the first (1st) and fifth (5th) day of each month starting the second month of membership, with the first month being prorated in the case of enrollment on any day after the first day of the first membership month. Member shall update credit or debit card information when necessary and in a timely manner, and will be responsible for any amounts owed to Aloha Nui regardless of whether the card is expired, cancelled, or otherwise not accepted for payment. Member(s) agree to pay a fee of \$35.00 for each time the Member(s)' account declines payment of the monthly charge.

6. **Payment Authorization.** This Agreement authorizes Aloha Nui to keep credit card or debit card information on file, and to charge the Member's applicable account for monthly fees without requiring Aloha Nui to obtain written authorization for each recurrent agreed upon charge.

7. **Termination.** Member(s) acknowledge and understand that Aloha Nui or Member(s) may terminate this Agreement at any time and for any reason. Such termination by either party must be in writing using a My Aloha Nui – Termination Form and will be governed in accordance with Hawaii patient abandonment laws which allow up to thirty (30) days of continued medical care after termination date. Aloha Nui will take all reasonable actions to transfer your care to another medical provider if one is available. Termination of health care services will be followed by a refund of any pre-paid monthly membership fees, within thirty (30) days. Monthly membership will not be prorated. When member elects to terminate agreement, the member may select to postdate termination to coincide with the last day of the current month.

Examples of reasons Aloha Nui may wish to terminate the agreement with the Member(s) may include but are not limited to:

- (a) The Client fails to pay applicable fees agreed upon in this Agreement;
- (b) The Client has performed an act that constitutes fraud;
- (c) The Client repeatedly fails to adhere to the recommended treatment plan, especially regarding the use of controlled substances;
- (d) The Client is abusive, or presents an emotional or physical danger to the staff or other clients of Aloha Nui;
- (e) Practice discontinues operation for any reason.

8. **Membership Acceptance.** Aloha Nui has a right to determine who to accept as a Member, just as a Member has the right to choose their medical provider.

9. **Non-Participation in Insurance.** Member(s) acknowledge and understand that Aloha Nui is not a participating provider in any governmental or private health care plan. Member(s) acknowledge and understand that Aloha Nui will not bill insurance carriers on Member(s)' behalf for any services provided to Member(s) and that Aloha Nui will not bill any health care plan of which Member(s) may be a subscriber or beneficiary for Membership Fees due and owing to Aloha Nui under this Agreement. Member(s) covered under Medicaid agree **NOT** to seek reimbursement from their insurance plan for services received under this Agreement. Aloha Nui does not accept health insurance and will not file an insurance claim for Member(s) except in the case of Workers' Compensation or Motor Vehicle Accident cases. Aloha Nui will file a claim with Workers' Compensation or Motor Vehicle Insurance for additional services performed. **Member(s) acknowledge and understand that monthly fees are the sole responsibility of the member(s) and will not be billed to any third party or insurance company.**

But, please check with your health insurance plan to determine if prescription medications, ordered labs, scheduled studies or referral requests will be covered.

- Most often YES if you have a PPO-type health insurance plan.
- Most often NO if you have a HMO-type health insurance plan.

10. **Medicare.** Member(s) acknowledge and understand that Aloha Nui has agreed to **Opt Out of Medicare Enrollment**. This means that Medicare **cannot be** billed for any services performed by Aloha Nui. Member(s) agrees not to make any attempt to collect reimbursement from Medicare for any services provided by Aloha Nui.

Please note that Aloha Nui **can still** prescribe medications, order labs, schedule studies and request referrals to specialist for our members who have Medicare health insurance which will be a covered service with Medicare.

11. **Health Care Deductions.** Member(s) acknowledge and understand that because Aloha Nui is not a participating provider in any governmental or private health care plan, third party payers may not count the Membership Fees incurred pursuant to this Membership Agreement toward any deductible Member(s) may have under a high deductible health plan.
12. **Pre-Tax Health Plans.** As of the date hereof, it is unlikely that the Membership Fees described herein constitute eligible medical expenses that are payable or reimbursable under a tax advantage savings account. Member(s) should consult with their health benefits advisor regarding whether Membership Fees may be counted toward any eligible medical expenses that are payable or reimbursable using a tax-advantaged savings account such as a health savings account ("HSA"), medical savings account ("MSA"), flexible spending arrangement ("FSA"), health reimbursement arrangement ("HRA"), or other health plans, as may be applicable.
13. **ACA Mandate.** Membership under this contract DOES NOT by itself fulfill the personal health insurance mandate under the Affordable Care Act (commonly known as "Obamacare"). Member(s) also acknowledge and understand that Aloha Nui makes no representations regarding the tax implications of membership in this agreement. Member(s) are encouraged to seek the advice of a competent tax professional for advice regarding any related tax issues.
14. **Services Offered.** Member(s) acknowledge and understand that only the services specifically outlined below in **Section A-B** are covered by the membership fees.
15. **Availability of Membership Services.** Member(s) acknowledge and understand that Aloha Nui may from time to time, due to vacations, sick days, and other similar situations, not be available to provide the Membership Services. These times will be minimal, and Aloha Nui shall make every effort to obtain a Covering Provider and give reasonable notice to Member(s) so Membership Services can be given or rescheduled on another date. However, in an emergency, Member(s) calls to Aloha Nui may be directed to an urgent care or emergency room. Any of these medical services furnished to Member(s) may be billed to Member's health insurance plan by the urgent care or emergency room. Member(s) is responsible for any deductibles or co-pays due to the urgent or emergency care.
16. **Services.** Member(s) acknowledge and understand that Aloha Nui may add or decrease services, participating providers OR increase membership fees at any time. In the event of such changes, Aloha Nui will provide notice to Member(s) at least sixty (60) days' notice before any such changes, except in unforeseeable circumstances or emergency situations.
17. **Governing Law.** This Agreement and the rights and obligations of the Practice and Member(s) hereunder shall be construed and enforced pursuant to the laws of the State of Hawaii and the US Federal Government.
18. **Assignment/Binding Effect.** This Membership Agreement shall be binding upon and shall inure to the benefit of both Aloha Nui and Member(s). Neither this Membership Agreement, nor any rights hereunder, may be assigned by the Member(s) without the written consent of Aloha Nui.
19. **Change Of Law.** If there is a change of any relevant law, regulation or rule, federal, state or local, which affects the terms of this Agreement, the parties agree to amend this Agreement to comply with the law.
20. **Severability.** If any part of this Agreement is considered legally invalid or unenforceable by a Court of competent jurisdiction, that part will be amended to the extent necessary to be enforceable, and the remainder of the Agreement will stay in force as originally written.
21. **Amendment.** Except for amendments made in compliance of Section 19 above, no amendment of this Agreement shall be binding on a party unless it is in writing and signed by all parties.
22. **Legal Significance.** Member(s) acknowledge and understand that this Agreement is a legal document and gives the parties certain rights and responsibilities. Member(s) further acknowledge and understand that Member(s) have had a reasonable time to seek legal advice regarding the Agreement and have either chosen not to seek such advice or are satisfied with the terms and conditions of this Agreement.
23. **Miscellaneous.** This Agreement shall be construed without regard to any rules requiring that it be construed against the party or drafted the Agreement. The captions in this Agreement are only for the sake of convenience and have not legal meaning.

24. **Entire Agreement.** This Agreement, which also includes and incorporates by reference the attached (1). **Section A/B/C - Covered/ Excluded Services With Membership**; the (2). **Automatic Payment Authorization Agreement**; the (3). **Electronic Transmissions Disclosure And Agreement**; and the (4). **Arbitration & Indemnification Agreement**, contains the entire agreement between the parties and replaces any earlier understandings or agreements whether written or oral.
25. **No Waiver.** To allow for the flexibility of certain terms of this Agreement, each party agrees that they may choose to delay or not to enforce the other party's requirement or duty under this Agreement (for example notice periods, payment terms, etc.). Doing so will not constitute a waiver of that duty or responsibility. The party will have the right to enforce such terms again at any time.

IN WITNESS WHEREOF, the parties have caused this Membership Agreement to be effective on the Effective Date first above written.¹

_____ Member Signature	_____ Date
Aloha Nui DPC, LLC By: _____ Its: _____	_____ Date

¹ This Agreement is not complete and binding unless the Member(s) also signs the: (1). **Section A-C - Covered/Excluded Services With Membership**, the (2). **Automatic Payment Authorization Agreement**, the (3). **Electronic Transmissions Disclosure And Agreement**, and the (4). **Arbitration & Indemnification Agreement** and any other patient related forms required by the entities providing care under this agreement. Those documents are hereby incorporated into this contract by this reference.

- Premium appointments with medical provider or nursing staff during open clinic hours.
- Weekend & after-hours text messaging, phone calls, or and video chat to accommodate the Member(s) reasonable health and wellness issues.
- Aloha Nui DPC, LLC will respond to all communications as soon as possible. Messages may receive response based on clinical priority of the medical condition, as determined by Aloha Nui DPC, LLC. If Member(s) does not receive a response within twenty-four (24) business hours, Member(s) should utilize an alternative method to communicate with Aloha Nui DPC, LLC either by contacting physician line or in-person.
 - Member(s) understand that not all conditions can be handled with these indirect methods and the Member(s) may be asked to make an in-person appointment to offer the best health & wellness care.
 - Contact us by phone if there is an urgent problem. Text messaging should NEVER be used to address urgent or emergency medical concerns.
 - For any emergencies, we encourage Member(s) to call 911 or go to the nearest hospital emergency room if they can safely travel.

My Aloha Nui Whole Person - Health & Wellness Program Services:

- Adult Health.
- Geriatric Care.
- Child & Adolescent Medicine.
- Women's Preventative Gynecology & Hormonal Balance.
- Nutrition & Diet Education.
- Smoking Cessation Education, Counseling & Treatment
- Depression & Anxiety Screening, Evaluation & Counseling (1).
- HIV/AIDS Care.
- Medical Cannabis Evaluation. Certification provided at additional cost (2).
- Transgender Support, Care & Medication Management.
- End Of Life Counseling, Support & Advanced Directive Preparation.
- Terminal Illness Medical Care. Home visits can be scheduled based on reasonable circumstances, ie critical illness inability to travel or home hospice care, etc.

(1). SECTION B – ADDITIONAL SERVICES FOR PURCHASE:

- Aesthetic Skin Care sessions
- Medical Cannabis Certification with eligible medical condition (2).
 - (1) Per depression screening tools, therapist or medical provider.
 - (2) If Member(s) meet criteria for State of Hawaii, Dept of Health (DOH) - Medical Cannabis.

- Anything not specifically listed as a Covered Service shall be a non-covered service

IN WITNESS WHEREOF, by signing & dating below the Member has read, reviewed and fully understands covered vs. excluded services with the My Aloha Nui - Whole Person Health & Wellness, Direct Primary Care Membership Agreement.

Member Signature

Date

Aloha Nui DPC, LLC

By: _____

Its: _____

Date

Aloha Nui DPC, LLC
My Aloha Nui - Whole Person Health & Wellness Program
(2). Direct Primary Care - Automatic Payment Authorization

Enrolling Member Name: _____

Name as it appears on Credit/Debit Card: _____

Card Number: _____ Card Type (VISA, Mastercard etc) : _____

Card Expiration Date: _____ Security Code (on reverse): _____

Billing Address for Credit/Debit card: _____

Monthly (or Annual) Amount: \$ _____

- | | |
|--|--------------------|
| A. Child or Adolescent (age 6-17, must join with a responsible adult) | \$35.00 per month |
| B. Young Adult (age 18-24 years) | \$100.00 per month |
| C. Adult (age 25- 64 years) | \$175.00 per month |
| D. Adult (age 65+) | \$125.00 per month |
- I. GE tax will be added to all monthly charges
 - II. Members who pay full annual fee will have GE tax waived.
 - III. **Aloha Nui offers a 10% "couples discount" per Member who joins with an adult partner or immediate family member (age 25+).**
 - IV. **Aloha Nui also offers a 15% "family discount" per Member who joins with 3 or more immediate family members, partner or combination thereof (age 25+).**

I hereby authorize Aloha Nui DPC, LLC to initiate automatic withdrawals via electronic fund transfer entries by EHR/billing/ processing partners in existence as of the date of this agreement and as amended from time to time to charge the above referenced credit or debit card automatically every month, and apply those charges to the membership fees required for participation in the My Aloha Nui - Whole Person Health & Wellness DPC (Direct Primary Care) membership offered through Aloha Nui DPC, LLC. I understand that I will remain responsible for recurring charges, additional late fees and any other applicable charges if the withdrawal to the credit card, debit card or bank account I have listed above is denied for insufficient funds or the account otherwise becomes unavailable.

I acknowledge that no entries may be made that violate the laws of the State of Hawaii, or the laws of the United States. I agree to indemnify the originating depository institution and any third-party service providers involved in processing entries made hereunder against all claims, demands, losses, liability, or expense including attorney's fees and costs that result directly or indirectly from:

1). a failure to follow the DPC agreement rules, or 2). violation of law.

I understand it is my responsibility to notify Aloha Nui DPC, LLC of changes to my address, phone number, email address and other billing or contact information.

An inability to collect membership fees x 30days due to incorrect or outdated billing information will result in the termination of my Aloha Nui DPC, LLC membership, including family members signed up under the membership, and a re-enrollment fee of \$50 per member.

Signature: _____

Date: _____

Aloha Nui DPC, LLC
My Aloha Nui - Whole Person Health & Wellness Program
(3). Direct Primary Care - Electronic Transmission Disclosure And Acceptance Agreement

1. Member(s) understand(s) that the various forms of electronic transmission of information carry with them the unlikely yet possible risk of exposure and potential loss of that information for a variety of reasons. The practice will make an effort to secure all communications via passwords and other protective means and these will be discussed in an annually updated Health Insurance Portability and Accountability Act (HIPAA) "Risk Assessment." The practice will make an effort to promote the utilization of the most secure methods of communication, such as software platforms with data encryption, HIPAA familiarity, and a willingness to sign HIPAA Business Associate Agreements.
2. By signing below, Member(s) is/are indicating a desire to do business with Aloha Nui DPC, LLC and employees via any or all of these electronic methods of communication, as indicated below.

(initial desired methods)

- Voice Messages (Mobile or Home Phones) _____
- Mobile Phone Texting (including attached pictures) _____
- E-mail (including attached pictures) _____
- Telemedicine (phone or video) Conferencing _____

3. Despite best efforts, technical failures are always a possibility. Neither Aloha Nui DPC, LLC nor its providers will be liable to the Member(s) for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to you 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 email messages; (iii) failure of Aloha Nui DPC, LLC computers or computer network, or faulty telephone or cable data transmission; (iv) any interception of e-mail communications by a third party; or (v) the Member(s) failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.
4. By signing this document, Member(s) agree(s) to accept the risks inherent in the use of any of the above indicated communication methods for the purpose of diagnosis, treatment, or any other healthcare or business-related reason. Member(s) further agree(s) to indemnify and hold harmless Aloha Nui DPC, LLC and its employees in the possible but unlikely event of a breach of confidential or protected information.
5. Any breach of confidential or protected information will be addressed in accordance with HIPPA defined rules & regulations.

Member Signature

Date

Aloha Nui DPC, LLC

By: _____

Its: _____

Date

Aloha Nui DPC, LLC
My Aloha Nui - Whole Person Health & Wellness Program
(4). Direct Primary Care – Dispute Resolution & Indemnification Agreement

Dispute Resolution. Except as otherwise provided in this Agreement, any other dispute, controversy or claim between the parties arising out of this Agreement shall be resolved in the following manner:

i) **Good Faith Negotiations; Mediation.** The parties shall first seek to negotiate, in good faith and in timely fashion, a resolution of their dispute. If such negotiations fail to resolve the dispute, then the parties shall determine if they desire to submit the dispute to mediation, and if they elect to seek a resolution by mediation, they shall then submit the dispute to mediation administered by Dispute Prevention and Resolution, Inc. ("DPR").

ii) **Arbitration.** If the parties have not sought mediation or if any mediation has failed to resolve the dispute, then the dispute shall be resolved by arbitration in accordance with the Arbitration Rules, Procedures, and Protocols of DPR then in effect. The arbitration shall be conducted in Hilo, Hawai'i, before a single arbitrator, who shall possess the necessary expertise about the subject matter of the dispute to be able to resolve the dispute. The arbitrator shall be selected by the parties in accordance with the rules of DPR. The decision of the arbitrator shall be final, conclusive and binding on the parties hereto and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All proper costs and expenses of such arbitration including, without limitation, witness fees, attorneys' fees and the fees of the arbitrators shall be charged to the party or parties in such amounts as the arbitrator shall determine at the time of the award. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement, or to grant any remedy which is either prohibited by the terms of this Agreement or not available in a court of law, or to award any party punitive or exemplary damages. The parties agree that this Agreement evidences a transaction involving interstate commerce and that the operation, interpretation and enforcement of this arbitration provision, the procedures to be used in conducting an arbitration pursuant to this arbitration provision, and the confirmation of any award issued to either party by reason of such an arbitration, is governed exclusively by the Federal Arbitration Act, 9 U.S.C. § 21 et seq. The parties further agree that, to the fullest extent permitted by law, the provisions of Section 658A of the Hawaii Revised Statutes will not apply to this Agreement, nor to any arbitration conducted pursuant thereto.

Indemnification. Member(s) agrees to indemnify and to hold Aloha Nui DPC, LLC and its members, officers, directors, agents, and employees harmless from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including interest, penalties, attorney fees, etc. which are imposed upon or incurred by Member(s) as a result of the Member's breach of any of the obligations under this Agreement.

Member Signature

Date

Aloha Nui DPC, LLC

By: _____

Its: _____

Date