



RHODE ISLAND DIRECT PRIMARY CARE

HEALTH MADE SIMPLE. CARE MADE PERSONAL.

Rhode Island Direct Primary Care, LLC
1130 Ten Rod Road
Suite E205
North Kingstown, RI 02835

PATIENT AGREEMENT

This is an agreement between Rhode Island Direct Primary Care, LLC, a Rhode Island Professional Corporation (**Rhode Island Direct Primary Care**), and Letitia Horrigan, DO (Provider) and/or Deanna Wright, APRN-C (Provider) in his/her capacity as agent of Rhode Island Direct Primary Care, LLC, and you, (**Patient**).

Background

The provider, who specializes in internal medicine, delivers care on behalf of Rhode Island Direct Primary Care in the state of Rhode Island. In exchange for the fees paid by you as the Patient, Rhode Island Direct Primary Care, through its providers, agrees to provide the Patient with the Services described in this Agreement on the terms and conditions set forth herein.

Definitions

1. **Patient.** A patient is defined as a person for whom the Provider(s) shall provide Services, and who is/are signatory to, or listed on the documents attached as Appendix 1, and incorporated by reference to this agreement.
2. **Services.** As used in the Agreement, the term Services shall mean a package of services, both medical and non-medical, and certain amenities (collectively “Services”), which are offered by Rhode Island Direct Primary Care, and outlined in Appendix 1.
3. **Terms.** This agreement shall commence on the 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 Rhode Island Direct Primary Care the amount as outlined in Appendix 1.2(f), 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 canceled by either party before the agreement termination date, the patient may ask Rhode Island Direct Primary Care to refund the Patient’s prorated share of the original payment remaining after Rhode Island Direct Primary Care deducts



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individual charges for services rendered to the Patient up to cancellation & credit card fees paid by Rhode Island Direct Primary Care for the full charge.

Membership billing begins on the date of your first scheduled New Patient consultation

5. Non-participation in Insurance. Patient acknowledges that neither Rhode Island Direct Primary Care nor the providers participate in any health insurance or HMO plans or panels and has opted out of Medicare/Medicaid. Neither of the above makes 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 responsibility for any such determination. If the Patient is eligible for Medicare, or during the term of this Agreement becomes eligible for Medicare, the Patient will sign the Medicare Beneficiary Opt Out Contract. This agreement acknowledges your understanding that the provider has opted out of Medicare, and as a result, Medicare cannot be billed for any services performed for you by the provider(s). You agree not to bill Medicare or attempt Medicare reimbursement for any such services.

6. Insurance or Other Medical Coverage. Patient acknowledges and understands that this Agreement is not an insurance plan, and is 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 Rhode Island Direct Primary Care. Patient acknowledges that Rhode Island Direct Primary Care has advised that Patient obtain or keep in full force such health insurance policy(s) 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 during your New Patient appointment and will extend monthly thereafter. Notwithstanding the above, both Patient and Rhode Island Direct Primary Care shall have the absolute and unconditional right to terminate the Agreement, without the showing of any cause for termination, upon giving thirty (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 start of the contract month.

(a). **Arrears.** Accounts more than thirty (30) days in arrears will default to Termination status. Patient will be notified by both email and postal mail service of the termination, and will be provided with thirty (30) days of



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access to urgent care at the practice as well as medication refills.

8. Communications. The Patient acknowledges that communications with the Provider using SMS text and cell phone are not guaranteed to be secure or confidential methods of communication. As such, Patient expressly waives the provider's obligation to guarantee confidentiality with respect to correspondence using such means of communication. The Patient acknowledges that all such communications may become a part of your medical records. Patient authorizes Rhode Island Direct Primary Care and its provider(s) to communicate with Patient by the Patient Portal as provided by the electronic health record vendor 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 providing the Patient's mobile phone number at sign up and signing Rhode Island Direct Primary Care's patient HIPAA & Privacy form, Patient acknowledges that: (a) Phone and SMS text is not a secure medium for sending or receiving PHI and there is always a possibility that a third party may gain access; (b) Although the provider will make all reasonable efforts to keep phone and SMS text communications confidential and secure, neither Rhode Island Direct Primary Care, nor the provider(s), can ensure or guarantee the absolute confidentiality of phone and SMS text communications; (c) patient portal communications may be made a part of Patient's permanent medical record; (d) Patient understands and agrees that portal messaging is not an appropriate means of communication regarding emergency or other time-sensitive issues. In the event of an emergency, or a situation which could be reasonably expected to develop into an Emergency, the Patient shall call 911 or the nearest Emergency room and follow the directions of the emergency personnel. If the patient does not receive a response to a portal message within three business days, the Patient agrees to use another means of communication to contact the provider(s). Neither Rhode Island Direct Primary Care, nor the provider(s) 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 technical failures attributable to any internet service provider, power outages, failures of any electronic message software, or failure of the Rhode Island Direct Primary Care's computers or computer network, or faulty telephone or cable data transmission, any interception of phone or SMS text communications by a third party, or Patient's failure to comply with the guidelines regarding use of phone, SMS text, or patient portal communications outlined 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



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in 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 this 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 the effective date of the 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 that provision shall then be enforceable.

11. Reimbursement for services rendered. If this Agreement is held to be invalid for any reason, and if Rhode Island Direct Primary Care is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Rhode Island Direct Primary Care an amount equal to the reasonable value of 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(s) may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law") by sending Patient thirty (30) days' written advance 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 Rhode Island Direct Primary Care. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly outlined 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 outlined in this Agreement.

13. Assignment. This Agreement, and any rights the Patient may have under it, may not be assigned or transferred by the Patient.

14. Relationship of Parties. Patient and the provider(s) intend and agree that the Provider(s), in performing his/her 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



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Department of Labor, and the Provider(s) 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 Rhode Island, and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Rhode Island Direct Primary Care in Rhode Island.

19. Service. All written notices are deemed served if sent to the address of the party submitted during online sign up (Patient) or present on the practice's website (ridirectprimarycare.com).

Patient Name: Printed

Patient or Designee Signature

Date

Provider Name: Printed

Provider Signature

Date



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Rhode Island Direct Primary Care, LLC

Appendix 1

Services and Payment Terms

1. **Medical Services.** As used in this Agreement, the term Services shall mean those medical services that the Provider(s) are permitted to perform under the laws of the State of Rhode Island and that are consistent with the Provider's training and experience.

2. **Non-Medical, Personalized Services.** Rhode Island Direct Primary Care shall provide the Patient with the following Non-Medical Services:

(a) **Access/Communication.**

(i) **Communication Methods.** The Patient may communicate with the Provider using text messaging, mobile phone, and the electronic health record patient portal.

(ii) **Business Hours and Urgency.** The Provider's regular availability hours are Monday through Friday, 9:00 a.m. to 4:00 p.m.

- **Routine Issues (Monday-Friday 9:00 a.m.-4:00 p.m.):** Routine inquiries/communication are encouraged during the Provider's regular hours of availability.
- **Urgent Issues (Monday-Friday 4:00 p.m.- 8:00 p.m.):** Communications outside of regular available hours, but before 8:00 p.m., should be reserved for urgent clinical issues.
- **Emergent Issues (Weekends, Holidays, & after 8:00 p.m.):** For urgent or emergent care during weekends, holidays, & after 8:00 p.m., the Patient must proceed directly to the nearest urgent care facility, Emergency Room, or activate the 911 system.

(iii) **Direct Contact Information.** The Provider will furnish the Patient with a telephone number for direct contact with the Provider(s).

(iv) **Provider Unavailability.** The Provider(s) may be temporarily unavailable due to vacations, sick days, or other similar circumstances.

- **Coverage:** During the Provider's absence, the Patient's communications will be directed to a covering Provider within RIDPC who will provide services.
- **Unforeseen Unavailability:** In an unforeseen situation where the Provider(s) are unavailable, Rhode Island Direct Primary Care will attempt to arrange for coverage, but



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cannot guarantee it. In such a scenario, the patient may be advised to visit an urgent care facility.

- **Emergency Advice:** The Provider(s) may, when clinically necessary in an emergent clinical situation, direct the Patient to an Emergency Room and/or Urgent Care.

(v) **Office Access.** Office visits are limited to scheduled or pre-arranged appointments with the Provider(s)

(b) **Patient Portal Access.** Patients shall be given access to the patient portal through the electronic medical record vendor to which **non-urgent communications** can be addressed. The Patient understands and agrees that portal messages and the internet should never be used to access medical care in the event of an urgent or emergent situation or any situation that a Patient could reasonably expect may develop into an emergency. Patient agrees that in such situations, when a Patient cannot speak to the provider(s) immediately in person or by telephone, that Patient shall call 911 or the nearest Emergency medical assistance provider and follow the directions of the emergency provider. Patient is aware that responses to portal messages may be up to three business days.

(c) **Same Day/Next Day Appointments.** When the Patient requests an appointment with the provider(s) on the same day, every reasonable effort will be made to determine the need for such a visit from the clinical/safety perspective of the provider(s), and if deemed necessary, the patient shall be scheduled the same day or within one business day whenever possible. Routine checkups, physicals, and wellness visits will be scheduled at the next available time slot, which may be after a few weeks.

(d) **Appointment Punctuality and Rescheduling Policy.** The Provider strictly adheres to its appointment schedule to ensure all patients receive timely care.

If a patient arrives later than **fifteen (15) minutes** after their scheduled appointment time, the Provider reserves the absolute right, at its sole discretion, to reschedule the patient's appointment.

This policy is necessary to maintain the integrity of the daily schedule, prevent delays for subsequent patients, and ensure efficient operations. The patient will be offered the next available appointment slot as determined by the practice.

(e) **Specialists.** Rhode Island Direct Primary Care provider(s) shall coordinate with medical specialists to whom the Patient is referred to assist the Patient in obtaining specialty care. Patient understands that fees paid under this Agreement do not include and do not cover Specialists' fees or fees due to any medical professional other than Rhode Island Direct Primary Care providers.



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(f) **Monthly Fee Schedule.** Fees listed on the ridirectprimarycare.com website reflect the current monthly membership fee, including a one-time sign-on fee. By signing this agreement, you agree to these fees. Any future increases in fees will be shared by email, and the Patient can decline that increase by choosing to leave the practice and engage with primary care services elsewhere.

(g) **Re-enrollment Fee.** Rhode Island Direct Primary Care will initiate a re-enrollment fee for those Patients who leave the practice and wish to rejoin. The current re-enrollment fee is listed on the ridirectprimarycare.com website.

(h) **Medications.** At Rhode Island Direct Primary Care, our focus is on whole-person wellness and preventive care. We do not prescribe or manage long-term treatment involving controlled substances. Our goal is to provide comprehensive primary care, and we accept patients whose health needs can be effectively managed within this model. We reserve the right to determine whether our practice is the right fit for each patient's care needs.

Patient Name: Printed

Patient or Designee Signature

Date

Provider Name: Printed

Provider Signature

Rhode Island Direct Primary Care, LLC

Date