

PATIENT AGREEMENT
Weatherly Direct Primary Care, LLC

This is an agreement between Weatherly Direct Primary Care, LLC, a Rhode Island Professional Corporation (**Weatherly DPC**) and Sarah McGinley APRN (**Provider**) in his/her capacity as agent of Weatherly Direct Primary Care, and you, (**Patient**).

Background

The provider, who specializes in family medicine, delivers care on behalf of Weatherly DPC, in the state of Rhode Island. In exchange for certain fees paid by you as the Patient, Weatherly DPC, through its provider, agrees to provide the 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 Provider 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 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 Weatherly DPC, and set forth 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 Weatherly 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 canceled by either party before the agreement termination date, the patient may ask Weatherly DPC to refund the Patient’s prorated share of the original payment remaining after Weatherly DPC deducts individual charges for services rendered to Patient up to cancellation & credit card fees paid by Weatherly DPC for the full charge.
5. **Non-participation in Insurance.** Patient acknowledges that neither Weatherly DPC, nor the provider, participate in any health insurance or HMO plans or panels and has opted out of Medicare. 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, the Patient will sign the medicare opt out agreement. 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. 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 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 Weatherly DPC. Patient acknowledges that Weatherly DPC 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 on the date first e-signed and will extend monthly thereafter. Notwithstanding the above, both Patient and Weatherly 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 start of the contract month.

8. Communications. Patient acknowledges that communications with the Provider using e-mail, facsimile (fax), video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communications. As such, Patient expressly waives 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 email address at sign up, Patient authorizes Weatherly DPC and its providers to communicate with Patient by email 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 email at sign up and e-signing Weatherly DPC's patient HIPAA & privacy form, Patient acknowledges that:

- (a) Email 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 email communications confidential and secure, neither Weatherly DPC, nor the provider, can ensure or guarantee the absolute confidentiality of email communications;
- (c) Email communications may be made a part of Patient's permanent medical record;
- (d) Patient understands and agrees that email 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 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 an email message within one day, Patient agrees to use another means of communication to contact the provider. Neither Weatherly 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 technical failures attributable to any internet service provider, power outages, failures of any electronic message software, or failure to properly address email messages, failure of the

Weatherly DPC's computers or computer network, or faulty telephone or cable data transmission, any interception of email communications by a third party, or Patient's failure to comply with the guidelines regarding use of email 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 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 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 Weatherly DPC is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Weatherly DPC 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 of 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 Patient 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 Weatherly DPC. 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 the 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 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

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 Rhode Island and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Weatherly DPC in RI.

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 (Weatherly DPC).

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 is 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.** Weatherly DPC shall provide Patient with the following Non-Medical Services:

(a) **No limits to access.** Patient shall have access to the provider via text messaging, email, video chat, and cell phone. It will be understood that communications outside of regularly scheduled business hours should be made for urgent issues and routine issues should be held until regularly scheduled business hours resume. Patient shall be given a phone number where patient may reach the provider directly. The provider may from time to time, due to vacation, sick days, and other similar situations, not be available to provide the services referred to above in paragraph 1. During such times, Patient's calls to the provider, or to the office, will be directed to a provider who is "covering" for the provider during his/her absence or will be directed to urgent care for the time while the provider is unavailable. In an unforeseen situation where the provider is unavailable, Weatherly DPC will make every effort to arrange for coverage but cannot guarantee

such coverage and may suggest that patients visit an urgent care instead. The provider may advise that patient go to an Emergency Room when clinically applicable in an emergent clinical situation.

(b) **Email Access**. Patient shall be given the provider's email address and patient portal access to which non-urgent communications can be addressed. Patient understands and agrees that email and the internet should never be used to access medical care in the event of an urgent or emergent situation 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 the provider 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.

(c) **No Wait or Minimal Wait Appointments**. Every effort shall be made to assure that Patient is seen by the provider immediately upon arrival for a scheduled office visit or after only a minimal wait. If 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 requests an appointment with the provider 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 and if deemed necessary, the patient shall be scheduled within a 24 hour period whenever possible. Routine check ups, physicals and wellness visits will be scheduled at the next available time slot which may be after a few weeks.

(e) **Visitors**. Visitors temporarily visiting a Patient from out of town may, for a two-week period, take advantage of the services described in (a), (c), and (d) of this Appendix on a fee-for-service basis and as availability with the provider reasonably allows. Visitors who are Medicare Beneficiaries must be covered by a Medicare opt-out and waiver agreement in order to be treated by Weatherly DPC.

(f) **Specialists**. Weatherly DPC providers shall coordinate with medical 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 Specialists' fees or fees due to any medical professional other than Weatherly DPC providers.

(g) **Monthly Fee Schedule**. Fees listed on the Weatherlydirectcare.com website reflect the current new patient sign up fees, including the 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 switch to primary care services elsewhere.