

## **PATIENT AGREEMENT**

### **Direct Doctors, Inc.**

This is an agreement between DIRECT DOCTORS, Inc., a Rhode Island Professional Corporation (**Direct Doctors**), and Dr. Ashley Lakin DO / Dr. James Hedde DO / Dr. Mark Turshen DO / Dr. Lauren Hedde DO / Dr. Sara Delaporta MD / Dr. Laura Henseler MD OR Dr. Erin Kunkel MD (APPLIES ONLY TO physician selected at sign up with via online membership subscription) (**Physician**) in his/her capacity as agent of Direct Doctors, and you, (**Patient**).

### **Background**

The physician, who specializes in gynecology (Erin Kunkel MD only) OR family medicine (all others), delivers care on behalf of Direct Doctors, in the state of Rhode Island. In exchange for certain fees paid by you as the Patient, Direct Doctors, through its physician, 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 Physician 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 Direct Doctors, and set forth in Appendix 1.
3. **Terms.** This agreement shall commence on the date signed online at the membership subscription sign up page and shall continue with monthly fees automatically renewed until termination of the agreement.
4. **Fees.** In exchange for the services described herein, Patient agrees to pay Direct Doctors 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, then Direct Doctors shall refund the Patient’s prorated 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 Direct Doctors, nor the Physician, 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, then Patient will sign the medicare opt out agreement. This agreement acknowledges your understanding that the Physician has opted out of Medicare, and as a result, Medicare cannot be billed for

any services performed for you by the Physician. 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 Direct Doctors. Patient acknowledges that Direct Doctors 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. Patient understands that HMO coverage may significantly reduce the physician's ability to place orders and referrals for the patient's medical care and that Direct Doctors' discourages patients who have HMO plans from joining the practice, though the patient may make their ultimate choice with this knowledge in mind.

**7. Term; Termination.** This Agreement will commence on the date first submitted online and will extend monthly thereafter. Notwithstanding the above, both Patient and Direct Doctors 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 Physician 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 Physician'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 during online signup, Patient authorizes Direct Doctors and its Physicians 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 submitting Patient's email address during online sign up, 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 Physician will make all reasonable efforts to keep email communications confidential and secure, neither Direct Doctors, nor the Physician, 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 Physician. Neither Direct Doctors nor the Physician 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 Practice'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 Direct Doctors is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Direct Doctors 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 Physician 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 Direct Doctors. 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 Physician intend and agree that the Physician, in performing 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 Physician shall have exclusive control of his/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.

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 Direct Doctors' address in E Greenwich, RI.

19. **Service.** All written notices are deemed served if sent to the address of the party written in Appendix 1 by first class U.S. mail or by email.

**Direct Doctors, Inc. – An Innovative Medical Practice**

## Appendix 1

### Services and Payment Terms

1. **Medical Services.** As used in this Agreement, the term Services shall mean those medical services that the Physician is permitted to perform under the laws of the State of Rhode Island and that are consistent with the Physician's training and experience as a gynecologist (applies only to Erin Kunkel MD) or a family medicine physician (all others).

2. **Non-Medical, Personalized Services.** Direct Doctors shall provide Patient with the following Non-Medical Services:

(a) **No limits to access.** Patient shall have access to the Physician 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 Physician directly. The Physician 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 Physician, or to the Physician's office, will be directed to a physician who is "covering" for the Physician during his/her absence. In an unforeseen situation where the Physician is unavailable, Direct Doctors will make every effort to arrange for coverage but cannot guarantee such coverage and may suggest that patients visit an urgent care instead. The physician may advise that patient go to an Emergency Room when clinically applicable in an emergent clinical situation. Patient should not wait for contact from their Physician if they deem themselves to be in need of emergency care, but should call 911 immediately.

(b) **Email Access/Patient Portal.** Patient shall be given the Physician's email address and patient portal access to which non-urgent communications can be addressed. Such communications shall be dealt with by the Physician in a timely manner. 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 Physician 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 Physician immediately upon arrival for a scheduled office visit or after only a minimal wait. If Physician 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 emails the Physician prior to noon on a normal office day (Monday through Friday) to schedule an urgent/acute appointment, every reasonable effort shall be made to schedule an

appointment with the Physician on the same day. If the patient calls or emails the Physician after noon on a normal office day (Monday through Friday) to schedule an urgent/acute appointment, every reasonable effort shall be made to schedule Patient's appointment with Physician on the same or following normal office day. **This applies to situations deemed urgent by the physician.** Routine check ups, follow-ups, physicals and wellness visits will be scheduled at next available time slot which may be after a few weeks.

(e) **Home or Office Visits.** Patient may request that the Physician see Patient in Patient's home or office, and in situations where the Physician considers such a visit reasonably necessary and appropriate, the Physician will make every reasonable effort to comply with Patient's request. If Patient expects all visits (including routine and wellness visits) will be required to be made as Home Visits by the Physician, Patient will select the "Home Visit" Payment Plan. (Home visits do not apply to Dr. Erin Kunkel's practice offerings).

(f) **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 Physician reasonably allows. Visitors who are Medicare Beneficiaries must be covered by a Medicare opt-out and waiver agreement in order to be treated by Direct Doctors. (Visitor visits do not apply to Dr. Erin Kunkel's practice offerings).

(g) **Specialists.** Direct Doctors Physicians 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 Direct Doctors Physicians.

(h) **Monthly Fee Schedule.** The most up to date fees are represented and agreed to by patient at online sign up. Fees are subject to change in the future at Direct Doctors' discretion and with warning of at least 30 days notice.