

Patient Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_



## PATIENT AGREEMENT

### LANDMARK MD

This is an Agreement between Landmark MD, located at 100 North Main Street, Suite 121, PO Box 1340, Belmont, NC 28012. David A. Layne, M.D. (physician) in his capacity as an agent of Landmark MD, and You, (Patient).

### Background

The Physician, who specializes in Family Medicine, delivers care on behalf of Landmark MD, at the address set forth above. In exchange for certain fees paid by You, Landmark MD, through its Physician, 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 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 this Agreement, the term Services, shall mean a package of services, both Medical and Non-Medical, and certain amenities (collectively "Services), which are offered by Landmark MD 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 year, automatically renewed.
4. **Fees.** In exchange for the services described herein, Patient agrees to pay Landmark MD, the amount as set forth in the Appendix 2, 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 either party cancels this Agreement before the agreement termination date, then Landmark MD 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 Landmark MD, 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 the 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 agreement attached as Appendix 3, and incorporated by reference. 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. Patient shall renew and sign the agreement in Appendix 3. \_\_\_\_\_ (Initial)
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 Landmark MD, or its Physicians. Patient acknowledges that Landmark MD 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. \_\_\_\_\_ (Initial)

7. **Term; Termination.** This Agreement will commence on the date signed in Appendix 2 and will extend monthly thereafter. Notwithstanding the above, both Patient and Landmark MD 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 end of the contract month.
8. **Communications.** Patient acknowledges that communications with the Physician using email, facsimile, video chat, instant messaging, and cell phone are not guaranteed to be secure or confidential methods of communication. As such, you expressly waive the Physician'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 email address on the attached Appendix 2, Patient authorizes Landmark MD, 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 impending regulations). By inserting Patient's email address in Appendix 2, Patient acknowledges that:
- a) Email 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 Landmark MD and the Physician will make all reasonable efforts to keep email communications confidential and secure, neither Landmark MD, nor the Physician, can assure or guarantee the absolute confidentiality of email communications.
  - c) In the discretion of the Physician, 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 in which the member could reasonably expect to develop into an emergency, Patient shall call 911 or go to the nearest Emergency Room, and follow the directions of emergency personnel.**
  - e) If patient does not receive a response to an email message within one business day, Patient agrees to use another means of communication to contact the Physician. Neither Landmark MD, nor the Physician will be liable 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 email messages, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of email communications by a third party, or (v) Patient's failure to comply with 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 affect the Agreement including these Terms and 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 reasonable believes in good faith that the change will have 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 and Conditions. If the parties are unable to reach an agreement concerning the modification of the Agreement within 45 days after the 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 for 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 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 Landmark MD is therefore required to refund all or any portion of the monthly fees paid by Patient, Patient agrees to pay Landmark MD 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 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 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 Landmark MD, except that Patient shall initial any such change at Landmark MD’s request. Moreover, if Applicable Law requires this Agreement to contain provisions that are not expressly set for the 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 Physician intend and agree that the Physician, in performing his 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 State Department of Labor, and the Physician 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 North Carolina and all disputes arising out of this Agreement shall be settled in the court of proper venue and jurisdiction for Landmark MD’s address in Belmont, North Carolina.

**Landmark MD PLLC**

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David A. Layne, M.D.