

Appendix 1

Terms of Service

1. <u>Medical Services</u>. As used in this Agreement, the term Medical Services shall mean those medical services that the Physician, himself is permitted to perform under the laws of North Carolina and that are consistent with his training and experience as a family medicine physician, as the case may be. Patient shall also be entitled to an in-depth "wellness examination and evaluation", which shall be performed by the Physician and include the following:

Health Risk Assessment
Vision and Hearing Screening
Pulmonary Function Testing
EKG
Comprehensive Lab Screening *
Psychosocial Screening
Custom Wellness Plan to include Exercise and Dietary Plan
*Some restrictions apply

For non-routine labs, the Patient will be offered a discounted cash price or the reference lab or performing entity will file the Patient's insurance on their behalf. A detailed listing of those lab prices shall be made available for reference at Patient's request.

The Physician may from time to time, due to vacations, sick days and other similar situations, not be available to provide the services referred to above. 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 absence. Landmark MD will make every effort to arrange for coverage but cannot guarantee such coverage.

House calls or Assisted Living Facility visits may be on a scheduled basis at the discretion of the physician when medically appropriate (a travel fee may will apply).

- 2. <u>Non-Medical, Personalized Services</u>. Landmark MD shall also provide Patient with the following non-medical services ("Non-Medical Services"):
 - a. <u>Call Coverage</u>. Patient shall have on call coverage to the physician via instant messaging and video chat. Patient shall be given a phone number where patient may reach the Physician 24 hours a day. During the Physician's absence for vacations, continuing medical education, illness, emergencies, or days off, Landmark MD will provide the services of an appropriate licensed healthcare provider for assistance in obtaining medical services. Patient shall be given instructions as how to contact such healthcare provider. Such provider shall be available to Patient to the same extent as would the Physician and under the same patient agreement guidelines.
 - b. <u>Email Access.</u> Patient shall be given Physician's email address to which non-urgent communications can be addressed. The Physician or staff member of the Practice shall deal with such communications 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 emergency, 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 emergency medical personnel.
- c. <u>Non-Wait or Minimal Wait Appointment</u>. Every effort shall be made to assure that Patient is seen by the Physician immediately upon arriving for a scheduled office visit or after only a minimal wait. If Physician foresees a wait time longer than expected, Patient will 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 business day (Monday through Friday) to schedule an 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 business day (Monday through Friday) to schedule an appointment, every reasonable effort shall be made to schedule Patient's appointment with the Physician on the same or following normal business day. In any event, however, Landmark MD will make every reasonable effort to schedule an appointment for the Patient on the same day that the request is made.
- e. <u>Visitors.</u> Family members* temporarily visiting a Patient from out of town may, for a two-week period, take advantage of the services described in subparagraphs (a), (c) and (d) of this paragraph. Medical services rendered to Patient's visitors shall be charged on a fee-for-service basis.
- f. Specialists. Landmark MD shall coordinate care 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 specialist's fees or fees due to any medical professional under than the Landmark MD Physician. (Initial)