

# Your Private MD, LLC

## PATIENT-PHYSICIAN AGREEMENT

THIS PATIENT-PHYSICIAN AGREEMENT (this “Agreement”) is made this day of \_\_\_\_\_ (the “Effective Date”), by and between Your Private MD, LLC (“YPMD”), and (“Patient”).

### BACKGROUND INFORMATION

- A. Through its physicians, YPMD coordinates and provides personalized services to patients.
- B. Patient desires to contract with YPMD to provide such personalized services to Patient, all pursuant to the terms and conditions set forth in this Agreement.

### PROVISIONS

NOW THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the parties, intending to be legally bound, agree as follows:

#### 1. Basic Obligations

- a. Engagement. Patient engages YPMD, and YPMD accepts the engagement, to provide the services set forth in Section 1 (b), on the terms and conditions set forth in this Agreement.
- b. Physician Services. YPMD shall be responsible for providing to Patient the following services (the “Services”) through Gina Love Walker, M.D. or a substitute physician deemed suitable by YPMD (collectively, the “Physicians”):
  - i. Ensuring availability to provide medical consultation by telephone to Patient, when available and in a timely manner, during non-business hours.
  - ii. Ensuring availability to provide medical treatment and advice in person to Patient as appropriate within twenty-four (24) hours of patient’s request, during normal business hours, unless the physicians are unavailable due to special circumstances.
  - iii. Providing home visits based on physician availability and as YPMD deems appropriate for purposes of providing medical treatment and advice to patient.
  - iv. Coordinating care and communicating with physician specialists regarding Patient’s medical treatment.
  - v. Ensuring that patient is treated in a caring, unhurried manner during each office visit.

c. Patient Responsibilities.

- i. Patient shall make all payments to YPMD in the form of Master Card, Visa, Check, or other forms previously approved by YPMD. Patient shall ensure that their account with YPMD is current or that they are willing to make current at the time of any office visit.
- ii. As compensation for the services, Patient shall pay YPMD all due membership and office visit fees at time of service, or as agreed upon in the membership application. In the event that the term of this Agreement ends earlier than one year from the Effective Date, the yearly payment will be prorated for every full three months remaining on the term of this agreement, less any fees owed for service already provided.
- iii. After payment of retainer, no further out-of-pocket expenses will be incurred in the office setting for a Gold Membership patient, except when agreed upon by physician and patient, or as outlined in the membership application.
- iv. A Silver Membership patient will pay a reduced retainer, as outlined in the membership application, and pay in full for each office visit and/or service, at time of office visit.
- v. Patient shall conduct himself/herself in an honest and appropriate manner when interacting with the Physicians and YPMD's support staff.
- vi. Medicare patients will be prohibited from submitting any bills from Your Private MD, LLC to Medicare for reimbursement.
- vii. Membership is a non-covered medical benefit, and will most likely not be a reimbursable medical insurance fee. Services provided by YPMD will be billed to patient at the time they are incurred, per the membership agreement, unless included as part of the retainer fee. Outside services, such as laboratory and imaging will be the responsibility of the patient if they are not covered by medical insurance.
- viii. Patients requiring long-term use of scheduled medication may be asked to sign a Pain Contract in addition to this one. Terms and conditions are outlined in that contract separately.

2. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue until either party terminates the Agreement. Either party may terminate this Agreement, with or without cause, at any time upon providing the other party with written notice fifteen days prior to the end of the term of the agreement. In the event that YPMD terminates, YPMD will continue to provide medical treatment and advice to Patient for any additional period required by law. An appropriate prorated refund will be returned to the

patient based on the services they have received. Any refund for executive services will be based on the full fee schedule and not a discounted rate.

3. Miscellaneous.

- a. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, and performance.
- b. Binding Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration at a mutually agreeable site within Franklin County, Ohio. The arbitration shall be conducted in accordance with the rules of the American Health Lawyers Association and any judgment rendered by the arbitrators or arbitrator may be entered in any court having jurisdiction thereof. This Section 3(b) shall survive termination of this Agreement.
- c. Entire Understanding. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings, and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the parties.
- d. Notices. Notice from one party to the other shall be in writing and shall be deemed to have been duly given when delivered in person, one (1) business day after the notice has been sent by an overnight courier service, or two (2) business days after they have been mailed, certified, return receipt requested, postage prepaid:

If to the Patient, addressed to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If to YPMD, addressed to:

Your Private MD, LLC  
170 Taylor Station Road, Suite 210  
Columbus, OH 43213

Either party may, from time to time, by written notice to the other party, designate a different address, which shall be substituted for the one specified above for such party.

- e. Assignment. This Agreement may not be assigned or transferred in whole or in part by either party.

- f. Waiver. Any waiver by either party of any act, failure to act or breach on the part of the other party shall not constitute a waiver by such waiving party or any prior or subsequent act, failure to act or breach by the other party.

IN WITNESS WHEREOF, the parties have signed this Agreement effective the date first written above.

\_\_\_\_\_  
(Patient Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Patient Signature)

\_\_\_\_\_  
(Date)

**Mailing Address:**  
Dr. Gina Love-Walker  
Your Private MD, LLC  
170 Taylor Station Rd  
Suite 210  
Columbus, Oh 43213