

PATIENT-PHYSICIAN AGREEMENT

THIS PATIENT-PHYSICIAN AGREEMENT (this “Agreement”) is made this day of _____ (the “Effective Date”), by and between Olentangy Private Internal Medicine, LLC (“OPIM”), and _____ (“Patient”).

BACKGROUND INFORMATION

- A. Through its physicians, OPIM coordinates and provides personalized services to patients.
- B. Patient desires to contract with OPIM 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 OPIM, and OPIM 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. OPIM shall be responsible for providing to Patient the following services (the “Services”) through Ronald L. Miller, M.D. or a substitute physician deemed suitable by OPIM (collectively, the “Physicians”):
 - i. Ensuring availability to provide medical consultation by telephone to Patient;
 - ii. Ensuring availability to provide medical treatment and advice in person to Patient as appropriate within twenty-four (24) hours of Patient’s request unless the Physicians are unavailable due to special circumstances;
 - iii. Providing home visits as OPIM deems appropriate for purposes of providing medical treatment and advice to patient; and
 - iv. Accompanying Patient as OPIM deems appropriate to visits with physician specialists and communicating with physician specialists regarding Patient’s medical care.
 - c. Patient Responsibilities.
 - i. As compensation for the services, Patient shall pay OPIM _____ per year during the term of this Agreement. 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.

- ii. After payment of retainer, no further out of pocket expenses will be incurred in the office setting, except when agreed upon by physician and patient.
- iii. Patient shall conduct himself/herself in an honest and appropriate manner when interacting with the Physicians and OPIM's support staff.
- iv. Membership is a non-covered medical benefit; therefore will not be billed to medical insurance. Services provided by physicians will be billed to medical insurance at the time they are incurred. Outside services, such as laboratory or imaging, will be the responsibility of the patient if they are not covered by medical insurance.
- v. Hospital services provided by our physicians will be billed to patients insurance by Alpha Medical Services. No out of pocket expenses will be incurred by executive patients.
- vi. Patient's requiring long term use of scheduled medication will 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 OPIM terminates, OPIM 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 OPIM, addressed to:

Olentangy Private Internal Medicine
3650 Olentangy River Road, Suite 302
Columbus, OH 43214

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)

(Physician Signature)

(Date)