

**BRAIN AND SPINE MEDICAL SERVICES, PLLC
AGREEMENT AS TO RESOLUTION OF CONCERNS OF DISSATISFACTION
READ CAREFULLY**

We take pride in our reputation for providing the highest levels of quality medical care to our patients. However, we realize there are times when some patients will not be satisfied with the outcomes of their treatments. We therefore recognize and respect a patient's right to pursue legal action if he/she feels we have been negligent in some way.

While some health care legal claims are justified, there are also frivolous legal claims filed in our country, which drive up insurance rates and adversely impact court decisions for patients who deserve compensation. As such, we believe that an agreement early in the treatment process regarding the use of board-certified experts may help expedite resolution of concerns.

OUR COMMITMENT TO YOU: We commit to using only American Board of Medical Specialties (ABMS) board-certified expert witness(es) in any legal situation, who follow the code of ethics of our national specialty society. These steps ensure that expert medical witnesses we use have passed examinations, demonstrated expertise in their field and adhere to a solid code of ethics. We demonstrate this commitment to you with our signature on this form (which you may receive a copy of at any time after such signature is affixed).

WHAT WE ARE ASKING YOU TO DO: We are asking you or any representative to commit to a process also, by using only board-certified physician expert medical witness(es) if you are dissatisfied with your medical care and decide on legal action.

I understand that I am entering into a contractual relationship with the Brain and Spine Medical Services, PLLC for professional services. I further understand that claims that are without merit or are frivolous have an adverse effect upon the cost and availability of medical care to patients and may result in irreparable harm to a medical provider. As additional consideration for professional care provided me by Brain and Spine Medical Services, PLLC, I agree not to initiate or advance, directly or indirectly, any meritless or frivolous claims of medical malpractice against the providers within the Brain and Spine Medical Services, PLLC.

Should I initiate or pursue a medical malpractice claim against a provider within the Brain and Spine Medical Services, PLLC, I agree to use as expert witness only physicians who are board certified by the American Board of Medical Specialists in the same or similar specialty as the provider against whom the claim is being made. Further I agree that these physicians retained by me or on my behalf to be an expert witness will be a member in good standing of the medical specialty society to which the provider belongs. I agree the expert will be obligated to adhere to the guidelines or code of conduct defined by that physician's or provider's specialty society.

I agree to require any attorney I hire and any physician hired by me or on my behalf as an expert witness to agree to these provisions.

In further consideration, the Physicians and Staff of Brain and Spine Medical Services, PLLC also agree to exactly the same above referenced stipulations.

Each party agrees that his/her counsel shall have the right and be free to depose the other party's expert witness(es) at least 120 days before any scheduled trial date.

Each party agrees that this Agreement is binding upon them individually and their respective successors, assigns, representatives, personal representatives, spouses and other defendants.

Each party agrees that these provisions apply to any claim for medical malpractice whether based on a theory of contract, negligence, battery or any other theory of recovery.

PRINT PATIENT NAME: _____

PATIENT SIGNATURE: _____ **DATE:** _____

PHYSICIAN SIGNATURE: _____ **DATE:** _____