

AGREEMENT AS TO RESOLUTION OF CONCERNS

I, _____, understand that I am entering into a contractual relationship with **Lyerly Neurosurgery** for professional care. I further understand that meritless and frivolous claims for medical malpractice 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 to me by **Lyerly Neurosurgery**, I, _____ (patient) agree not to initiate or advance, directly or indirectly, any meritless or frivolous claims of medical malpractice against **Lyerly Neurosurgery**.

Should I, _____ (name of patient) initiate or pursue a meritorious medical malpractice claim against **Lyerly Neurosurgery**, I agree to use as expert witnesses (with respect to issues concerning the standard of care) only neurosurgeons board-certified by the American Board of Medical Specialties in the same specialty as **Lyerly Neurosurgery**. Further I agree that these physicians retained by me or on my behalf to be expert witnesses will be members in good standing of the medical specialty to which **Lyerly Neurosurgery** belongs. I agree the expert will be obligated to adhere to the guidelines or code of conduct defined by that physician's specialty society.

I _____ (patient) 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, **Lyerly Neurosurgery** also agrees to exactly the same above-referenced stipulations.

Each party agrees that a conclusion by a specialty society affording due process to an expert will be treated as supporting or refuting evidence of a frivolous or meritless claim.

Patient and physician agree that this Agreement is binding upon them individually and their respective successors, assigns, representatives, personal representatives, spouses and other dependents.

Physician and patient agree that these provisions apply to any claim for medical malpractice whether based on a theory or contract, negligence, battery or any other theory of recovery.

Patient acknowledges that he/she has been given ample opportunity to read this agreement and to ask questions about it.

Date of Signature _____

Effective from Date of Treatment _____

_____ (Patient)

_____ (Physician)

- Andrew F. Cannestra, M.D., Ph.D.
- Howard C. Chandler, Jr., M.D.
- J. Garcia-Bengochea, M.D.
- Paulo Monteiro, M.D.
- Bradley A. Wallace, M.D., Ph.D.