



Neurological Surgery
M. Lawrence Drerup, M.D., FACS, FICS
Troy M. Vaughn, M.D., FACS
Gregory Dowd, M.D.

Family Practice
Stephen D. Downs, M.D.

Administration:
Penny Allemand, Office Manager
Kassandra Hooter, Finance Manager

We take great 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 also recognize that in these instances, a patient has every right to pursue legal action if he/she feels we have been negligent in some way. We respect every patient's right to do so.

While some healthcare legal claims are justified, there are also frivolous legal claims filed in our country-----claims that are driving up insurance rates and impacting court decisions for the patients who truly deserve compensation. We believe that an agreement early in the treatment process regarding the use of board-certified experts will help expedite resolution of concerns.

OUR COMMITMENT TO YOU

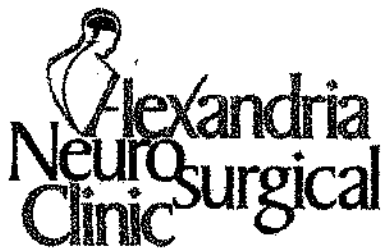
We commit to using only American Board of Medical Specialties (ABMS) board-certified expert medical witness(es) in any legal situation, who follow the code of ethics of our national specialty society. These steps ensure that expert medical witnesses we use have passed examinations, demonstrated expertise in their field and adhere to a solid code of ethics.

We demonstrate this commitment to you with our signature on this form.

WE ARE ASKING YOU TO DO

We are asking you or any representative to commit to this process also, by using only board-certified physicians expert medical witness(es) if you are dissatisfied with your medical care and decide on legal action.

We hope, and believe, you will never have to consider this again. But if you do, we will honor this commitment to you.



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AGREEMENT AS TO RESOLUTION OF CONCERNS

"I", "Patient/Guardian" shall be understood to mean _____ (insert name of patient/guardian)

"Physician" shall be understood to mean Dr. Lawrence Drerup of the Alexandria Neurosurgical Clinic.

I understand that I am entering into a contractual relationship with the physician 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 the physician, I, the Patient/Guardian, agree not to initiate or advance, directly or indirectly, any meritless or frivolous claims of medical malpractice against the physician.

Should I initiate or pursue a meritorious medical malpractice claim against Physician, I agree to use as expert witnesses (with respect to issues concerning the standard of care), only physicians who are board certified by the American Board of Medical Specialties in the same specialty as the Physician. 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 American Association of Neurological Surgery and the Congress of Neurological Surgeons and the American College of Surgeons.

I agree the expert(s) will be obligated to adhere to the guidelines or code of conduct defined by the American Association of Neurological Surgeons/Congress of Neurological Surgeons and that the expert(s) will be obligated to full consent to formal review of conduct by such society and its members.

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, Physician 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/Guardian 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/guardian agree 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.

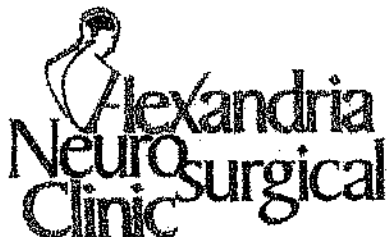
Patient/guardian acknowledges that he/she has been given ample opportunity to read this agreement and to ask questions about it.

Physician

Patient/Guardian

Effective from Date of Treatment

Date of Signature



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MUTUAL AGREEMENT TO MAINTAIN PRIVACY

Dr. M. Lawrence Drerup and Alexandria Neurosurgical Clinic (collectively labeled "Physician" agree to maintain Privacy of _____ ("Patient") as outlined in the HIPAA form. The Physician takes pride in being able to extend a greater degree of privacy than is required by HIPAA, state confidentiality mandates, and common law.

Federal and State privacy laws are complex. Unfortunately, some medical offices try to find loopholes around these laws. For example, HIPAA forbids physicians from receiving money for selling lists of patients or protected health information to companies to market their products or services directly to patients without authorization. Some medical practices, though, can lawfully circumvent this limitation by having a third party perform the marketing. While personal data is never technically in the possession of the company selling its products or services, the patient can still be targeted with unwanted marketing information. Physician believes this is improper and may not be in the patients' best interest. Accordingly, Physician agrees not to provide any list for marketing or be paid for selling patient lists or protected health information to any party for the purpose of marketing directly to patients. Regardless of legal privacy loopholes, Physician will never attempt to leverage its relationship with Patient by seeking Patient's consent for marketing products for others.

In consideration for treatment and the above noted patient protection, Patient agrees to refrain from directly or indirectly publishing or airing commentary upon Physician and his practice, expertise ad/or treatment unless explicitly mandated by law. Publishing is intended to include attribution by name, by pseudonym, or anonymously. Physician has invested significant financial and marketing resources in developing the practice. In addition, Patient will not denigrate, defame, disparage, or cast aspersions upon the Physician; and (ii) will use all reasonable efforts to prevent any member of their immediate family or acquaintance from engaging in any such activity. Published comments on web pages, blogs, and/or mass correspondence, however well intended, could severely damage Physician's practice.

Physician feels strongly about Patients' privacy as well as the practices' right to control its public image and privacy. Both Physician and Patient will work to prevent the publishing or airing of commentary about the other party from being accessed via Internet, blogs, or other electronic, print, or broadcast media without prior written consent. Finally, this Agreement shall be in force and enforceable (and fully survive) for a period of the longer of (a) five years from Physician's last date of service to Patient; or (b) three years beyond any termination of the Physician-Patient relationship. As a matter of office policy, Physician is requiring all patients in its practice sign the Mutual Agreement to Maintain Privacy so as to establish that any anonymous or pseudonymous publishing or airing of commentary will be covered by this agreement for all Physician's patients.

Patient and Physician acknowledge that breach of this Agreement may result in serious, irreparable harm. In addition to compensation for consequential damages, Patient and Physician agree to the right of equitable relief (including but not limited to injunctive relief). Should a breach of this Agreement result in litigation, the prevailing party in the litigation shall be entitled to reasonable costs, expenses, and attorney fees associated with the litigation.

Patient has been given the opportunity to ask questions and receive satisfactory and adequate explanations.

SO AGREED THIS _____ DAY OF _____, 20____.

M. Lawrence Drerup, M.D.
Alexandria Neurosurgical Clinic

(PATIENT)



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Why am I seeing a Neurosurgeon?

Neurosurgery is the specialty that deals with conditions of the brain, spinal cord, and nerves that might be helped with surgery. Your doctor has asked the Neurosurgeon to determine whether your condition may benefit from surgery.

How will I know if I need surgery?

To know if surgery might help, you must first be evaluated. An initial evaluation consists of a history and physical examination. After the history and physical examination, the Neurosurgeon will decide if any tests are necessary. Some tests may have already been done. Other tests may need to be done. When the evaluation is complete, the Neurosurgeon will be able to tell you if surgery might be helpful.

What are the chances that I will need surgery?

Most patients do not need surgery. This is good news for you. The other good news is that the Neurosurgeon will not consider surgery unless there is a good chance that surgery will be helpful to you.

What if I do not need surgery?

If you do not need surgery, the Neurosurgeon will send you to the best type of doctor for your condition. You may be sent to another specialist, or you may be sent to your regular doctor, or you may be sent to both.

What if I do not want surgery?

Some people do not want surgery no matter what an evaluation might show. In this case, you may not even want to see the Neurosurgeon because the evaluation process is expensive and time consuming. Some people want an evaluation to see if surgery will help them, but they may choose not to have surgery. Each individual case is different, so don't worry. The decision to have surgery or not to have surgery is one that is made by you with in-put from your family, from your friends, and from the Neurosurgeon.

Can the Neurosurgeon treat me if I do not need surgery, or if I do not want surgery?

The answer to this question is mostly "No". The specialty of Neurosurgery is about surgery and the Neurosurgeon must be devoted to the surgical aspect of patient care. If you do not need surgery, or choose to not have surgery, the Neurosurgeon will help you see the best type of doctor for your condition.

I have read and understand the above.

Patient Signature: _____ Date: _____