

1ST & 2ND OPINIONS

CONTRACT FOR SERVICES

So that we at **1st & 2nd OPINIONS** may professionally serve your needs, without compromise, exclusively in your best interests and without the threat or actual interference of any third parties, or the threat of any form of litigation to anyone, we must both enter into a new and exclusive covenant with each other. This may be somewhat different from any previous doctor-patient relationships you may have had with other practices and physicians in the past, so please read carefully.

COVENANTS

1ST & 2ND OPINIONS PROMISES

1. We, the physicians, employees, and staff of **1st & 2nd OPINIONS** promise to hold your medical needs above all other considerations.
2. We are a consulting service focused on a general overview of your healthcare. Our purpose is to educate you and clarify your diagnosis and treatment options for you and your regular medical providers. Our purpose is to empower you to better communicate your specific medical needs to the complex medical community through which you obtain healthcare. We will strive to transform any confusion about your care or therapy into a scientifically based plan of treatments understandable to you. Our primary intent is to open up all of the reasonable treatment possibilities that may be available to you both inside conventional medical science and through alternative medicine. We intend to clarify your treatment options so that you may communicate with your regular medical doctors more effectively and efficiently. In cases where there may be honest medical scientific differences of opinion we will try to mediate and reconcile patients with their physicians.
3. We are not your regular family doctor's office. We do not intend to function in place of regular medical care. We may be available from time to time for emergencies or urgencies that arise unexpectedly where time is critical. Our primary goal is to establish or clarify difficult diagnoses and help you understand the various treatment options to assist you as a guide in an ever more complex medical system.
4. As mediators we promise to explain in detail and to your level of comprehension the reasons for your present medical care whenever it appears to be appropriate care. Often physicians in active practice do not have enough time to answer all of your questions. It is our intent to help you make better choices in your healthcare. In the rare cases where we may find your care to be substandard, inappropriate, or dangerous we will explain what the alternatives may be and why the alternatives may be more appropriate for your specific case.
5. As professionals we do not promise to give you anything that you ask us for: That would make us little more than sales clerks for drug companies. We promise to professionally analyze your case to the best of our ability and render to you accurate, scientific, and morally sound advice

consistent with a conservative biblical Judeo-Christian ethic and all of the legal regulations, statutes and laws in effect.

6. We promise that we will hold all of your records and our conversations, telephone consultations, and reports in the strictest confidence.

7. We will communicate with your doctors, or third party healthcare managers only as the need arises to your benefit and only with your advance consent

8. Since medicine remains an art with various and often contradictory opinions we do not claim to be the final answer, only more curious on your behalf. We do not claim to be smarter than all or any one of your doctors. We acknowledge that we cannot be smarter than all of your doctors combined, only smarter than all of the insurance clerks, and non-medical personnel who may have interfered with your medical care.

9. We promise to say, “We don’t know” when we really do not know or your needs exceed our ability to serve you.

10. With the exception of the “**Waiver of Malpractice Agreement**” clause below which is permanent, this contract may only be terminated with 30 days written notice from either party.

11. We are required by law to inform you that 1st & 2nd Opinions, Charles J. Thurston, MD, Thurston Enterprises LLC, and Evidences Biblical Institute are not insured, indemnified, or bonded in any way against malpractice actions. We are not covered by any malpractice insurance company.

CLIENT PROMISES

The client recognizes the following responsibilities and obligations and promises to:

1. Be completely truthful, open, and transparent with every consultant at all times.
2. Provide all available medical records and sign consents for the same.
3. Keep appointments precisely on time with at least 24 hours notice of any possible cancellations.
4. Inform any consultant, or staff member directly and immediately of any offensive behavior or attitudes you may perceive or experience from our staff at the time of the offence. We want to be sensitive to your needs and we will not take offence when you express any criticism of us at the time of the offence.
5. Inform **1st & 2nd OPINIONS** in a timely manner of any change in your health or healthcare or any legal developments in your case, such as disability status, law suits that may be pending, contemplated or underway, new signs or symptoms, changes in medications or treatments, etc.
6. Always bring all your medications and their original bottles to every appointment.

7. Confess and admit, without reservation and in the strictest confidence, any use of all drugs: This includes all products including prescription medications, illicit or recreational drugs, over-the-counter cold remedies or herbal teas and natural remedies.

8. Make a persistent effort to avoid excessive alcohol intake, intoxication or the smoking of anything.

9. The client recognizes that no degree of habitual and intentional intoxication, prescription drug diversion for illegal sale or redistribution to friends or family will be tolerated. Any such misuse of drugs will be cause for immediate termination of any obligations of **1st & 2nd OPINIONS** as noted in this contract.

WAIVER OF MALPRACTICE AGREEMENT

The client recognizes the inherent dangers and harmful effects of any litigation to honest medical and scientific investigation and legal interference in medical care and evaluation of that care. In consideration of the unique role assumed by **1st & 2nd OPINIONS** and its staff and the delicate nature of its services in mediation among medical practitioners, hospitals, clinics and our clients, the client makes the following voluntary permanent promises not to bring any legal action against us either for gratuitous or for fee-for-service medical advice, treatment, care or mediation .

I, the undersigned client, do promise to hold harmless Charles J. Thurston, MD & Family, Thurston Enterprises LLC, **1STOPINIONS**, Evidences Biblical Institute and all of their associates, any associated corporations, employees, contract workers, and associates from any and all tort claims, legal liabilities, and any malpractice actions. I further agree to notify **1st & 2nd OPINIONS** prior to any contemplation of any legal action against any medical practitioner or third party administrator, hospital, medical facility or the like and agree to withhold any and all such legal actions until written permission is granted for each specific legal action by **1st & 2nd OPINIONS**. In recognition of **1st & 2nd OPINIONS'** primary purpose of mediation and reconciliation. I agree to detailed discussion with Dr. Thurston and/or his staff about any pending or contemplated legal actions, tort claims, government claims or entitlements, insurance claims and the like against anyone or any employer, litigant or institution. I agree to arbitration by **1st & 2nd OPINIONS** in regard to filing any formal legal proceedings against any medical facility or practitioner including **1st & 2nd OPINIONS et al.**

I, the client, stipulate *a priori* that this document may not be suppressed in any litigation or by any court action at the request of any party representing me or my case bringing said action or litigation. I agree that this agreement to abstain from any and all malpractice actions without the consent of **1st & 2nd OPINIONS** is permanently binding in perpetuity on me, my family, my estate and any legal counsel present or future regardless of the thirty-day severance clause above (#10. **1st & 2nd OPINIONS Promises**) regarding medical advice also stipulated herein.

Signatures

Client Signature _____ Date ____/____/2007

Printed Name _____

1st & 2nd OPINIONS Signature _____ Date ____/____/2007

Charles J. Thurston, MD

§ 4731.143 Notice to patient of lack of medical malpractice insurance.

(A) Each person holding a valid certificate under this chapter authorizing the certificate holder to practice medicine and surgery, osteopathic medicine and surgery, or podiatric medicine and surgery, who is not covered by medical malpractice insurance as defined in section 3929.71 of the Revised Code, shall provide a patient with written notice of the certificate holder's lack of such insurance coverage prior to providing non-emergency professional services to the patient. The notice shall be provided alone on its own page. The notice shall provide space for the patient to acknowledge receipt of the notice, and shall be in the following form:

NOTICE:

Dr. Charles J. Thurston, MD is not covered by medical malpractice insurance.

The undersigned acknowledges the receipt of this notice.

.....

(Patient's Signature)_____ (Date)_____

The certificate holder shall obtain the patient's signature, acknowledging the patient's receipt of the notice, prior to providing non-emergency professional services to the patient. The certificate holder shall maintain the signed notice in the patient's file.

- (B) This section does not apply to any officer or employee of the state, as those terms are defined in section 9.85 of the Revised Code, who is immune from civil liability under section 9.86 of the Revised Code or is entitled to indemnification pursuant to section 9.87 of the Revised Code, to the extent that the person is acting within the scope of the person's employment or official responsibilities.

This section does not apply to a person who complies with division (B)(2) of section 2305.234 of the Revised Code.

Effective 4-10-2001.