



**PLEASE READ CAREFULLY**  
**AGREEMENT AS TO RESOLUTION OF CONCERNS**

“I”, “Patient/Guardian” shall be understood to mean \_\_\_\_\_. (*insert name of patient or guardian*)

“Doctor” shall be understood to mean John Evanish III, DDS, Niranjan Desai, DDS, Christopher Cappellini, DDS, Randy Nolf, DDS, Joseph Sailus, DDS, Meghan Tsakalos, DDS, Steven Krahl, DMD, James Rinehimer, DDS, Todd Habeeb, DMD & Horizon Dental Care Inc.

I understand that I am entering into a contractual relationship with Doctor for professional care. I further understand that meritless and frivolous claims for medical/dental malpractice have an adverse effect upon the cost and availability of care to patients and may result in irreparable harm to a healthcare provider. As additional consideration for professional care provided to me by the doctor, I, the Patient/Guardian, agree not to initiate or advance, directly or indirectly, any meritless or frivolous claims of medical/dental malpractice against the Doctor.

Should I initiate or pursue a meritorious medical/dental malpractice claim against Doctor, I agree to use as expert witnesses (with respect to issues concerning the standard of care), only doctor who practice primarily in the same specialty as the Doctor. Further, I agree that these doctors retained by me or on my behalf to be expert witnesses will be members in good standing of the **Pennsylvania Dental Association and the American Dental Association**.

I agree the expert(s) will be obligated to adhere to the guidelines or code of conduct defined by the **Pennsylvania Dental Association and the American Dental Association** and that the expert(s) will be obligated to fully consent to formal review of conduct by such society and its members.

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

In further consideration, Doctor 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 doctor agree that this Agreement is binding upon them individually and their respective successors, assigns, representatives, personal representatives, spouses and other dependents.

Doctor and patient/guardian agree that these provisions apply to any claim for medical/dental 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.

\_\_\_\_\_  
Doctor

\_\_\_\_\_  
Patient/Guardian

\_\_\_\_\_  
Effective from Date of Treatment:

\_\_\_\_\_  
Date of Signature