

PLACE LETTERHEAD HERE AND REMOVE TEXT IN THIS BOX.

CHANGE FONT SIZE FOR LARGE PRINT.

Version 7/15/2016

NOTE: THIS AGREEMENT IS INTENDED AS A SAMPLE. IT SHOULD BE USED ONLY IN CONSULTATION WITH YOUR ATTORNEY, WHO WILL ADVISE YOU ON HOW TO MODIFY IT FOR YOUR PRACTICE.

Agreement Considerations

You may consider adding the agreement language to a consent form if it is presented as inclusive of all medical care provided. But it is probably best as a free-standing agreement at inception of care, or at least before any significant surgeries or invasive care as a part of the surgical/procedure consent process.

You may wish to present the Agreement to patients with an introductory cover letter. OMIC has drafted a sample for use in consultation with your attorney.

The Emergency Clause is included in case you provide emergency call or other emergent care. If it is not applicable it can be removed. However, there should be no harm if the clause remains even if no emergency care is provided.

The agreement should be signed by the patient or his/her representative and a witness. While not necessary, it may be more meaningful to the patient if the health care provider also signs it. Offering a copy of the agreement to the patient is recommended but not necessary.

Governing Law and Choice of Forum Agreement

**[EMERGENCY – Include this first paragraph.
NON-EMERGENCY – Do not include this first paragraph.]**

You do not need to sign this Governing Law and Forum Agreement in order to receive emergency medical care. Regardless of whether you agree to the governing law and forum provisions, there will be no limit or restriction in an emergency setting on the amount, type, or quality of the medical examination, screening, and care you will receive.

Definitions

1. **Patient:** The person receiving Health Care, who may be represented by another person in the signing of this Agreement.
2. **Health Care Provider:** The person or entity providing Health Care and employees and agents of that person or entity.

3. Health Care: Medical treatment, and safety, professional, or administrative services directly related to medical treatment.
4. Health Care Claim: A legal claim, lawsuit, or civil action against the Health Care Provider based on the provision or failure to provide Health Care.

Agreement

The Patient understands and agrees that:

1. Governing Law (also called Choice of Law): All Health Care rendered to the Patient by the Health Care Provider, and any Health Care Claim by the Patient against the Health Care Provider, shall be interpreted, construed, enforced, and governed exclusively by the laws of the State of Texas. In no event shall the law of any other state apply. The Patient consents to this choice of law as mandatory and not permissive for any Health Care rendered by or Health Care Claim against the Health Care Provider.
2. Choice of Forum: Any Health Care Claim shall only be brought in a Texas court in the county/district where all or substantially all of the Health Care was rendered. In no event will any lawsuit or action be brought in any state other than Texas. The Patient consents to this jurisdiction and venue as mandatory and not permissive for any Health Care Claim against the Health Care Provider.

The Patient understands and agrees that he or she is binding the Patient and his or her heirs and beneficiaries to this Agreement.

Date

Patient Name Printed

Patient or Authorized Representative Signature

If Representative, Name Printed and Relationship

Witness Signature

[OPTIONAL:]

Health Care Provider Signature

[OPTIONAL:]

I have been offered a copy of this Agreement (Patient's initials) _____