

PROFESSIONAL PERFORMANCE CONTRACT

Now come _____

Part, _____

hereinafter referred to as The Parties. The Parties to this contract for the purpose of declaring, retaining, and exercising their individual and collective unalienable, natural, and God given rights. These rights partially enumerated and summarily acknowledged under the Bill of Rights of the Constitution of the United States of America, and to define, hereby, voluntarily and at arms length, under the Constitutionally guaranteed right of contract as described in Article I, Section 10, Paragraph 1. The Parties mutual agreement, together with its rights, responsibilities, and remedies at law.

United States Constitution Article 1, Section 10, Paragraph 1

No State shall enter into any treaty, alliance, or confederation; grant letters of marque and reprisal; coin money; emit bills of credit; make anything but gold and silver coin a tender in payment of debts; pass an bill of attainder, ex post facto law, or law impairing the obligation of contracts, or grant any title of nobility.

The party of the First Part agrees as follows:

To continually maintain and enhance his education in health care and health care delivery by whatever means he deems appropriate and in the best interest of his patients/clients, be it in orthodox or alternative areas;

to make only truthful representations about his education or training experience;

to make only accurate and truthful claims for medications, supplements, and services he recommends and/or provides;

to clearly and understandably communicate when the recommended service(s), medication(s), or supplement(s) is/are experimental;

to provide and perform only those services that he is qualified to provide and perform based on his education and experience, and to do so to the best of his ability;

to openly discuss available alternatives in treatment protocols and related benefits and risks;

to take necessary safety and health precautions in the delivery of all services;

to perform emergency care, if requested, for a period not to exceed six (6) months from the date of official termination of this contract by either of The Parties;

wherefore,

The Party of the Second Part agrees as follows:

To question the appropriateness of recommended medication(s), supplement(s), and/or service(s) to the point of satisfaction and clarification;

to get additional and alternative opinions when appropriate;

to make the final decision as to the receiving of any and all medication(s), supplement(s), and/or service(s), prior to said receiving;

to assume full responsibility for any and all choices made regarding any and all services and/or treatment requested and subsequently rendered, provided those services and/or treatments are properly rendered;

to pay for all medication(s), supplement(s) received, and/or services rendered at the time received and/or rendered respectively, unless other arrangements are agreed to;

wherefore,

This contract may be terminated at any time by either of The Parties hereto, upon service of written notice, delivered in person or by mail through the United States Postal Service to the opposite Party. Any and all disputes, disagreements, claims for damages, and/or alleged violations, of the terms of this contract, not resolved by mutual agreement of the Parties to this contract, shall be adjudicated in a Court of Common Law by a Trial by Jury, pursuant to due process as mandated by the Constitution of the United States of America, as Amended as of January 1, 1993.

Signature: _____
Party of the First Part

Signature: _____
Party of the Second Part

Signature: _____
Witness

Date