

Arbitration Form



Article 1: Agreement to Arbitrate: It is understood that any dispute as to medical malpractice, that is, as to whether any medical services rendered under this contact were unauthorized or were improperly, negligently or incompetently rendered will be determined by submission to arbitration as provided by state law, and not by a lawsuit or court process, except as therein constitutional rights to have any such dispute decided in a court of law before a jury, and instead are accepting the use of the arbitration.

Article 2: All Claims Must Be Arbitrated: It is the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to treatment or service provided by provider including any spouse or heirs of the patient and any children whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expectant child. All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the provider and its partners, associates, corporation, and the employees, agents and estates of any of them, must be arbitrated including without limitation claims for loss of consortium, wrongful death, emotional distress or punitive damages.

Article 3: Procedures and Applicable Law: A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty (30) days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty (30) days of a demand for a neutral arbitrator by either party. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, not including counsel fees or witness fees, or other expenses incurred by a party for such party's own benefit. The parties agree that the arbitrators have the immunity of judicial officers from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law.

Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator.

The parties consent to the intervention and joinder in this arbitration of any person or entity which would otherwise be a proper additional party in a court action and upon such interaction and any existing court action against such additional person or entity shall be stayed. The parties agree that provisions of state law applicable to health care providers shall apply to disputes with this arbitration agreement. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication. Discovery shall be conducted pursuant to applicable state law; however, depositions may be taken without prior approval of the neutral arbitrator.

Article 4: General Provisions: All claims based upon the same incident, transaction, or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the arbitrators shall be governed by applicable laws relating to arbitration.

Article 5: Revocation: This agreement may be revoked by written notice delivered to the provider. It is the intent of this agreement to apply to all medical services rendered any time for any condition.

Article 6: Retroactive Effect: If a patient intends this agreement to cover services rendered before the date it is signed (including, but not limited to emergency surgery) patient should initial below:

Effective as of the date of the first medical services _____ Patient's Initials

If any of the provisions of this arbitration agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

I understand that I have a right to receive a copy of this arbitration agreement. By my signature below, I acknowledge that I have received a copy.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY A NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL PER ARTICLE 1 OF THIS CONTRACT.

Patient's Signature

Date

Print Patient's Name