

INTERN CLINIC PATIENT FORM

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First Name _____

Last Name _____

Phone _____

Email _____

Article 1: Agreement to Arbitrate: Any dispute over medical malpractice, even if medical services provided under this contract were unnecessary or unauthorized or provided in an improper, negligent, or incompetent manner, shall be determined by submission to arbitration as provided by state and federal law, and not by a lawsuit or resort to judicial process, except as a state and federal law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are waiving their constitutional right to have any such dispute resolved in a court of law before a jury and instead agree to the use of arbitration.

Article 2: All Claims Must Be Arbitrated: It is also understood that any dispute not relating to medical malpractice, including disputes as to whether or not a dispute is subject to arbitration, whether this agreement is inconceivable and any proceedings disputes, shall also be determined by submission to binding arbitration. It is the intent of the parties that this agreement binds all parties as all claims, including claims arising out of or relating to the treatment or services provided by the health care provider, including the patient's past, present, or future heirs or spouse(s) in connection with all claims, including the loss of the consortium. This agreement is also intended to bind any child of the patient, whether born or unborn at the time of the event giving rise to any claim. This agreement is intended to oblige. The patient and the health care provider and/or other health care providers, preceptors, or licensed interns who now or in the future treat the patient while employed, working, associated, or serving as backup to the health care provider, including those who work in the patient. The health care provider's clinic or office or any other clinic or office, whether signatories to this form or not. All claims for monetary damages in excess of the small claims court's jurisdictional limit against the health care provider and/or health care provider's associates, partnership, corporation, partnership, employees, agents, and estate must be arbitrated, including, but not limited to, limitation, claims for loss of consortium, wrongful death, emotional distress, injunctive relief, or punitive damages. This agreement is intended to create an open book account unless and until revoked.

Article 3: Procedures and Governing Law: The demand for arbitration must be communicated in writing to all parties. Each party shall select one arbitrator (party arbitrator) within thirty days, and a third arbitrator (neutral arbitrator) shall be selected by the parties' appointed arbitrators within thirty days thereafter. The neutral arbitrator shall be the sole arbitrator and shall decide the arbitration. Each party arbitration shall pay the proportionate share of the neutral arbitrator's expenses and fees, together with other expenses of the arbitration party incurred or approved by the neutral arbitrator, not including attorneys' fees, witness fees, or other expenses incurred by a party for such party's own benefit. Either party shall have the absolute right to bifurcate issues of liability and damages by written request to the neutral arbitrator. The parties agree to the intervention and joining in this arbitration of any person or entity that would otherwise be an appropriate additional party in an action in court, and upon such intervention and joinder, any existing action against such person or entity shall be suspended pending arbitration. The parties agree that the provisions of state and federal law, where applicable, provide for the right to produce evidence of any amount. Payable as a benefit to the patient to the maximum extent permitted by law, limiting the right to recover non-economic losses and the right to have a judgment for future damages conformed to periodic payments, shall apply to disputes within this Agreement to Arbitrate. The parties further agree that the Commercial Arbitration Rules of the American Arbitration Association shall govern any arbitration conducted pursuant to this Agreement to Arbitrate.

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First Name _____ **Last Name** _____

Article 4: General Provision: All claims based on the same incident, transaction, or related circumstances shall be arbitrated in one fell swoop. A claim shall be denied and forever barred if (1) on the date notice 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 claim of arbitration in accordance with the procedures prescribed herein with reasonable diligence.

Article 5: Revocation: This agreement may be revoked by written notice given to the health care provider within 30 days of signing and, if not revoked, will govern all professional services received by the patient and all other disputes between the parties.

Article 6: Retroactive Effect: If the patient intends this agreement to cover services provided before the date of signature (e.g., emergency treatment), the patient must specify the date of here.

Effective as of the date of the first professional services.

SPECIFY DATE

If any provision of this Agreement to Arbitrate is held invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected by the invalidity of any other provision. I understand that I have the right to receive a copy of this Agreement to Arbitrate. By my signature below, I acknowledge that I have received a copy.

NOTICE: BY SIGNING THIS CONTRACT, YOU AGREE TO HAVE ANY MEDICAL MALPRACTICE ISSUES DECIDED BY NEUTRAL ARBITRATION, AND YOU ARE WAIVING YOUR RIGHT TO A JURY OR TRIAL COURT. SEE ARTICLE 1 OF THIS CONTRACT.

Patient or Representative

Sign here

Relationship to the Patient

Date