

INTRODUCTION TO THE PATIENT-PROVIDER ARBITRATION AGREEMENT

What is the Patient-Provider Arbitration Agreement?

The Patient-Provider Arbitration Agreement is an agreement between you and your provider to resolve disputes without going to court. You should read this document carefully before deciding whether or not to sign the Agreement.

What claims are covered?

All present or future claims of any kind between you, your family, and your provider for which you might sue your provider are covered, except for claims for limited amounts of money which may be resolved in small claims court.

What is arbitration?

Arbitration is an alternative way of resolving disputes. Instead of taking your disagreement through the long and expensive process of court litigation, you and your provider agree in advance to submit any disputes to a panel of arbitrators. After a hearing, which is usually less formal than a court proceeding, the arbitrators make the decision. Although the procedures are different, generally the same laws and same measure of damages applied in court proceedings apply in arbitration.

Who is bound by the Agreement?

If you choose to sign the Arbitration Agreement, you will be agreeing to bind yourself and anyone who could bring suit in connection with treatment or services provided to you by your provider. If you sign on behalf of a family member or some other person for whom you have responsibility, you will bind that person as well as anyone who could sue in connection with treatment or services provided to that person by the provider with whom the client enters into the Agreement. Likewise, the provider, or anyone suing on behalf of the provider, is bound by the Agreement. If the provider is temporarily absent from practice and refers you to a substitute provider who has agreed in advance to be bound by the terms of the Agreement, then any disputes between you and the substitute provider, or vice versa, will also be subject to arbitration. Any other person with an interest in the dispute will be permitted to participate in the arbitration proceeding so that the entire matter may be arbitrated at one time.

May I be represented by an attorney of my choice?

Yes. Any party to arbitration may be represented by an attorney of his or her choice, at his or her own expense. The arbitrators will hear the facts and decide the case whether or not the parties are represented by lawyers.

What does arbitration cost?

The arbitrators' fees are shared equally by the parties. While the total amount of the arbitrators' fees and the other costs of having a claim(s) adjudicated will depend upon the complexity and length of the case as well as other factors, generally speaking, arbitration can be less expensive for the parties than litigating in court.

If either party does not like the arbitration result, could there still be a jury trial in court? Generally, the answer is "no." The whole purpose of arbitration is to avoid the expense, delay, and inconvenience of going to court. Arbitration awards may be appealed to a court under very limited circumstances.

PATIENT-PROVIDER ARBITRATION AGREEMENT

ARTICLE 1

It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contractual agreement were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial of arbitration proceedings. Both parties to this contractual agreement, by entering into it, are giving up their constitutional right to have such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

ARTICLE 2

I understand and agree that this Arbitration Agreement binds me and anyone else who may have a claim arising out of or related to all treatment or services provided by the 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. This includes, but is not limited to, all claims for monetary damages exceeding the jurisdictional limit of the small claims court, including, without limitation, suits for loss of consortium, wrongful death, emotional distress or punitive damages. I further understand and agree that if I sign this Agreement on behalf of some other person for whom I have responsibility, then, in addition to myself, such person(s) will also be bound by this Agreement, along with anyone else who may have a claim arising out of the treatment or services rendered to that person. I also understand and agree that this Agreement relates to claims against the provider and any consenting substitute provider, as well as the provider's partners, associates, association, corporation or partnership, and the employees, agents, and estates of any of them. I also hereby consent to the intervention or joinder in the arbitration proceeding of all parties relevant to a full and complete resolution of any dispute arbitrated under this Agreement, as set forth in the Medical Arbitration Rules of the California Medical Association and the California Hospital Association.

ARTICLE 3

I agree that the arbitrators have the same immunity from civil liability as that of a judicial officer when acting in the capacity of arbitrator under this Agreement. This immunity shall supplement, not supplant, any other applicable statutory or common law.

ARTICLE 4

I UNDERSTAND THAT I DO NOT HAVE TO SIGN THIS AGREEMENT TO RECEIVE SERVICES FROM NEIL TAING, PT, DPT, AND THAT IF I DO SIGN THIS AGREEMENT AND CHANGE MY MIND WITHIN 30 DAYS OF TODAY, THEN I MAY CANCEL THIS AGREEMENT BY GIVING WRITTEN NOTICE TO Neil Taing, PT, DPT, WITHIN 30 DAYS OF THE DATE OF MY SIGNATURE BELOW STATING THAT I WANT TO WITHDRAW FROM THIS ARBITRATION AGREEMENT.

ARTICLE 5

On behalf of myself and all others bound by this Agreement as set forth in Article 2, agreement hereby given to be bound by the Medical Arbitration Rules of the California Medical Association and the California Hospital Association, as they may be amended from time to time, which Rules are hereby incorporated into this Agreement. A copy of these Rules is available from the California Medical Association, 1201 J Street, Suite #200 Attention: Publication Department, Sacramento, CA 95814. I understand that disputes covered by this Agreement will be covered by California law applicable to actions against health care providers,

including the Medical Injury Compensation Reform Act of 1975 (including any amendments thereto).

ARTICLE 6

I understand that in the case of any pregnant woman, the term "patient" as used herein means both the mother and the mother's expected child or children.

If any provision 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.

NOTICE: BY INDICATING YOUR UNDERSTANDING AND ACCEPTANCE OF THIS CONTRACTUAL AGREEMENT, YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS AGREEMENT.