

## PROVIDER ARBITRATION AGREEMENT

This arbitration agreement is entered into by and between the healthcare provider and the undersigned provider, ("Provider") and the undersigned patient ("Patient"). For purposes of this agreement, "Provider" shall mean and include undersigned provider and each of the provider's employees, independent contractors, agents, representatives, contractors, legal representatives, successors and assigns, and "Patient" shall mean and include Patient and all parties whose claims may arise out of or relate to the treatment or services provided by Provider for Patient, including Patient's spouse, heirs, beneficiaries, and legal representatives and any children, whether born or unborn at the time of the occurrence giving rise to any claim against Provider. If Patient is a pregnant mother, the term "Patient" shall mean both the mother and the mother's expected child or children.

**Article 1. Agreement to Arbitrate.** It is understood that any dispute as to professional malpractice, that is as to whether any services rendered by Provider for Patient 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 review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. All disagreements, controversies, disputes, claims and counterclaims arising out of, related to or in connection with Provider's provision of services for Patient, whether based on statute, tort, contract, common law or otherwise (collectively, "Dispute") shall be resolved by binding arbitration as set forth in this agreement.

**Article 2. Procedures and Applicable Law.** Except as provided in this paragraph, the Federal Arbitration Act (the "Act") shall govern the arbitrability of Disputes under this agreement. If for any reason the Act is deemed inapplicable, then the arbitrability of Disputes shall be determined under applicable California arbitration statutes and laws. Arbitration of all Disputes shall be administered by the Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures (the "Rules"). To the extent the Act or Rules conflict with any term of this paragraph, the terms of this paragraph shall control. To commence arbitration of a Dispute under this agreement, either party may contact the local office of JAMS. The arbitration shall be conducted before a single neutral arbitrator who is a retired judicial officer selected in accordance with the Rules and shall take place in San Diego, California. The arbitration proceeding shall be completed within 60 days after appointment of the arbitrator, unless the parties otherwise agree. The arbitrator shall have jurisdiction over the Dispute, and the decision of the arbitrator shall be final and binding upon the parties. Depositions may be taken and discovery may be conducted in the manner agreed to by the parties or designated by the arbitrator with good cause shown by the parties. The cost of the arbitration and the arbitrator's fees shall be shared equally by the parties. Each party shall be responsible for the payment of its/his/her own attorneys' fees and costs unless otherwise required by applicable law. Judgment upon the arbitration award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as applicable. The parties may, by mutual written agreement only, stay the arbitration proceedings to allow for any form of negotiation or mediation of the Dispute.

**Article 3. Retroactive Effect.** If Patient intends this agreement to cover services rendered before the date it is signed (including, but not limited to, emergency treatment), Patient should initial below:

Effective As of Date of First Medical Services: \_\_\_\_\_  
Patient or Patient Representative's Signature

**Article 4. Right to Rescind.** Patient understands Patient may rescind this agreement by providing written notice to Provider within 30 days after the agreement is signed.

**Article 5. General Provisions.** This agreement represents the entire agreement between the parties with respect to the subject matter set forth in this agreement and supersedes all prior and contemporaneous oral and written agreements, communications, representations, commitments and understandings of the parties. Other than as set forth in this agreement, no provision of this agreement may be altered, amended or repealed in whole or in part other than by the written consent of the parties to this agreement. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, beneficiaries, legal representatives, successors and assigns.

**NOTICE: BY SIGNING THIS CONTRACT 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 CONTRACT.**

<b>Vibrant Living in Harmony</b>	<b>Patient or Patient's Representative</b>
By: _____	Signature: _____
Title: _____	Print Name: _____
Date: _____	Relationship to Patient: _____
	Date: _____

*A signed copy of this agreement is to be given to Patient. Original is to be filed in Patient's medical records.*