

PATIENT INTRODUCTION TO THE PROVIDER–PATIENT VOLUNTARY ARBITRATION AGREEMENT

In an effort to provide some explanation regarding the Provider–Patient Voluntary Arbitration Agreement, this Patient Introduction to the Provider–Patient Voluntary Arbitration Agreement (“Patient Introduction”) which forms a part of the Provider–Patient Voluntary Arbitration Agreement is provided to you in order to make you more aware of the terms of that agreement.

What is the Provider–Patient Voluntary Arbitration Agreement?

This is an agreement between you and your medical provider to resolve disputes without going to court. The definition of your medical provider includes your physician, the company or medical group that your physician is a part of, and its agents, employees, associates, staff members, partners, officers, directors, shareholders, proprietors or equity owners (collectively referred to as the “Provider”). You should read the agreement carefully before deciding whether or not to sign.

What claims are covered?

All present or future claims of any kind between you and your family or those acting on your behalf and your Provider for which you might sue your Provider are subject to arbitration, except for claims that your Provider may have against you for payment of fees for medical services rendered. Those medical fees may be recovered in associate circuit court or small claims court by the Provider.

What is arbitration?

Arbitration is an alternative way of resolving disputes. Instead of taking your disagreement through the sometimes long and expensive process of court litigation, you and your Provider agree in advance to submit any disputes arising out of the Provider’s services to arbitration. Parties to arbitration have the right to present evidence and subpoena and cross-examine witnesses. After a hearing, which is usually less formal than a court proceeding, the arbitrator(s) make(s) a final decision. Although the procedures are different, generally the same laws and same measure of damages applied in court proceedings apply in arbitration. Missouri law will be applied by the arbitrators to the dispute under the agreement.

Who chooses the arbitrator(s)?

You and your Provider each agree to appoint an arbitrator, and those arbitrators will appoint a third arbitrator. If you and your Provider do not make a timely selection, either you or your Provider may apply to the state circuit court to have the court name or appoint an arbitrator to hear the arbitration proceeding. Chapter 435 of the Revised Statutes of Missouri also provides for the court to appoint an arbitrator if there is no agreement on identifying the third arbitrator.

Who is bound by this agreement?

If you choose to sign the Provider–Patient Voluntary 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 the treatment or services provided to that person by his or her Provider. 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 physician or other Provider who has agreed to

be bound by the terms of this agreement, then any disputes between you and the substitute physician or Provider, or vice versa, will also be subject to arbitration.

Any other person with an interest in the dispute will be permitted and may be required 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 attorneys.

What does arbitration cost?

In general, the arbitration process is less expensive than court actions. However, arbitrators are paid a fee on an hourly basis, and the amount of the fee depends on the complexity and length of the case and the overall amount of time expended by the arbitrators. The arbitrators' fees are to be shared equally by the parties.

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, time, delay and inconvenience of going to court. Arbitration awards may be appealed to a court, but they may be overturned only under extremely limited circumstances.

Do I really have a choice?

Yes. You are not required to sign the agreement. If you do sign the agreement and change your mind, you can cancel the agreement by giving written notice to your Provider within thirty (30) days after the date you sign the agreement. If you do sign the agreement and do not cancel it within that thirty (30) day period, then you and the Provider will be bound by the agreement for the course of, and for any disputes or controversies relating to, your treatment by the Provider.

What if I have other questions?

If you have any questions about the agreement, we would urge you to contact your personal attorney. You are also free to speak with the Provider about any questions you may have or any parts of the agreement that you wish to change in any way.

The undersigned hereby acknowledges that he or she has read this Patient Introduction carefully, has received this Patient Introduction in connection with the Provider–Patient Voluntary Arbitration Agreement, and has obtained a copy of the Patient Introduction and the Provider–Patient Voluntary Arbitration Agreement.

Signature: _____

Name: _____

Date: _____

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PROVIDER–PATIENT
VOLUNTARY ARBITRATION AGREEMENT

I. Agreement to Arbitrate.

The parties to this Provider–Patient Voluntary Arbitration Agreement (“Arbitration Agreement”) are _____ **[insert name of physician]** and _____ **[insert name of medical group or entity providing medical services]**, (collectively, the “Provider”), and the Patient named below. It is understood that any dispute as to medical malpractice—that is as to whether any medical services rendered or that were failed to be rendered by the Provider or by any of Provider’s agents, employees, associates, staff members, partners, officers, directors, shareholders, proprietors or equity owners to the Patient were unnecessary or unauthorized, were improperly, negligently or incompletely rendered, or the failure to render such services was improper or otherwise negligent—will be determined by submission to arbitration binding upon the parties and not by a lawsuit or other resort to court or the judicial process except as state law provides for judicial review of arbitration proceedings.

The parties recognize that, in Missouri, there is a right to appeal an arbitration award; however, unless there is evidence of fraud on the part of the arbitrator(s) or a serious procedural defect, an arbitration award pursuant to this Arbitration Agreement would not be overturned and would be a final award. The parties to this Arbitration Agreement, by entering into it, are waiving their constitutional right to have any such dispute decided in a court of law before a jury or before a judge and instead are accepting the use of arbitration as the appropriate and exclusive forum to resolve any dispute or controversy between them.

II. All Claims Must be Arbitrated.

It is the mutual agreement and intention of the parties that this Arbitration Agreement bind all parties whose claims may arise out of or relate to treatment or services provided by the Provider, including any spouse or heirs of the Patient, or any others making a claim on the Patient’s behalf, and any children, whether born or unborn at the time of the occurrence giving rise to any claim, including where a claim arises due to the treatment of or services provided to any pregnant woman. The term “Patient” herein shall include that individual receiving medical treatment or advice and, where applicable, shall include both the woman patient and the woman’s expected child or children. The term “Provider” herein shall include all of Provider’s agents, employees, associates, staff members, partners, officers, directors, shareholders, proprietors or equity owners.

The parties mutually agree that they shall submit to binding arbitration all disputes (except actions by the Provider to collect a fee) against each other and their respective agents, partners, associates, officers, directors, shareholders, equity owners, employees, representatives, members, fiduciaries, governing bodies, subsidiaries, parent companies, affiliates, insurers, attorneys, predecessors, estates, successors and assigns, or any of them and all persons, corporations, partnerships or

other entities with whom any of the former have been, are now or may be affiliated with at the time of the accrual of the cause of action, for all disputes arising out of or in any way related to or connected with the care and treatment of the Patient provided by the Provider, including but not limited to any disputes concerning alleged personal injury to the Patient caused by improper or inadequate care; allegations of medical malpractice; claims of loss of consortium, wrongful death and emotional distress; any disputes concerning whether any statutory provisions relating to the Patient's rights under Missouri law were violated; any claim for punitive damages; and any other dispute under Missouri or federal law based on contract, tort or statute, all of which shall be determined by submission to binding arbitration and not by a lawsuit or resort to judicial process except as state law provides for judicial review of arbitration proceedings. The filing of any action in any court by the Provider to collect any fee from the Patient shall not waive the right to compel arbitration of any other claim as described above. Following the assertion in court of any claim against the Provider, however, any fee dispute, whether or not the subject of any existing court action, shall also be resolved by arbitration.

III. Procedures and Applicable Law.

A demand for arbitration under this Arbitration Agreement must be communicated in writing to all parties. Each party shall select an arbitrator ("Party Arbitrator") within thirty (30) days of such demand, and a third arbitrator ("Neutral Arbitrator") shall be selected by the appointed Party Arbitrators within sixty (60) days thereafter. In the event the two Party Arbitrators fail to select the Neutral Arbitrator within the sixty (60) day period, a third arbitrator will be appointed from a panel of five arbitrators supplied by Pinnacle Arbitration and Mediation Services, 4232 Forest Park Ave, Saint Louis, Missouri 63108. Within thirty (30) days of the panel of five arbitrators being supplied, the parties will each strike two arbitrators on the panel according to the following procedure and the remaining arbitrator will be the Neutral Arbitrator. First, the Provider will strike one of the arbitrators on the panel; then the Patient will strike one of the remaining four arbitrators on the panel; then the Provider will strike one of the remaining three arbitrators on the panel; finally, the Patient will strike one of the remaining two arbitrators on the panel. Either party shall have the right to request the state circuit court located in the county where the Patient resides or where the Provider's principal place of business is located to appoint a neutral arbitrator in the event that the method provided herein fails, and the court's selection shall be final and binding on the parties.

Each party to the arbitration shall pay one hundred percent (100%) of the expenses and fees of its own Party Arbitrator and fifty percent (50%) of the expenses and fees of the Neutral Arbitrator as well as other expenses and fees of the arbitration, not including its own counsel fees or witness fees or other expenses incurred by a party for such party's own benefit.

The arbitrators shall apply the laws of the State of Missouri, including the applicable statute of limitations and the limitation on damages applicable to medical malpractice cases against health care providers, which is found in Chapter 538 of the Revised Statutes of Missouri.

The arbitration hearing will be held before a panel of three (3) arbitrators unless the parties agree otherwise. A decision by the majority of arbitrators hearing the case shall be the final decision of the arbitrators in the arbitration.

Any party to the arbitration as set forth in this Arbitration Agreement may be represented by an attorney of his or her choice at his or her own expense. The arbitrators will hear the facts and reach a decision whether or not the parties are represented by an attorney.

Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the Neutral Arbitrator. However, all claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding or else waived.

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 intervention or joinder, any existing court action against such additional person or entity shall be stayed pending arbitration.

The arbitration proceeding shall be conducted in accordance with the provisions of Chapter 435 of the Revised Statutes of Missouri, as such may be amended from time to time.

All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding or else waived. 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 state statute of limitations; (2) the Patient fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence; or (3) the Patient fails to raise all potential claims from the same incident, transaction or related circumstances to the arbitration proceeding.

IV. Acknowledgements.

Upon signing this Arbitration Agreement submitting to binding arbitration all disputes or controversies arising out of the Provider's services provided to Patient, the Patient hereby acknowledges the following:

The Patient, and/or his or her legal representative, understands that he or she has the right to consult with an attorney of his or her choice before signing this Arbitration Agreement.

The Patient, and/or his or her legal representative, understands, agrees to, and has received a copy of this Arbitration Agreement, has had an opportunity to ask any questions about this Arbitration Agreement and has entered into this Arbitration Agreement willingly.

Each party agrees to waive the right to a trial, before a judge or jury, for all disputes (except actions by the Provider to collect a fee) as stated above, subject to the provisions of binding arbitration under this Arbitration Agreement.

This Arbitration Agreement may be revoked by Patient upon written notice delivered to the Provider within thirty (30) days of the Patient's signature date, and if not revoked within that time frame, it will govern all claims regarding medical services involving Patient and Provider.

The Patient, and/or his or her legal representative, acknowledges that he or she has read carefully each provision of this Arbitration Agreement and the Introduction to the Provider–Patient Voluntary Arbitration Agreement and has received a copy of each.

V. Miscellaneous.

The original Arbitration Agreement is to be filed in Patient's medical records.

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.

Prior to signing this document, Patient may confer with Provider in order to request any change or modification to the provisions of this document. Patient is encouraged to notify Provider of any provision Patient disagrees with and Patient and Provider may amend any provision in writing which both agree to change. This Arbitration Agreement contains the entire agreement of the parties with respect to the resolution of disputes between the undersigned Patient and Provider.

If Patient intends this Arbitration Agreement to cover services rendered before the date it is signed (for example, emergency treatment), Patient should initial below.

Effective as of the date of first medical services.

Patient's initials

THE UNDERSIGNED ACKNOWLEDGE THAT EACH OF THEM HAS READ THIS ARBITRATION AGREEMENT AND UNDERSTANDS THAT BY SIGNING THIS ARBITRATION AGREEMENT, EACH HAS WAIVED HIS OR HER RIGHT TO A TRIAL, BEFORE A JUDGE OR A JURY, AND THAT EACH OF THEM VOLUNTARILY CONSENTS TO ALL OF THE TERMS OF THIS ARBITRATION AGREEMENT.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

“PROVIDER”
{Insert name of medical group/medical entity}

By: _____

Its: _____
Authorized Representative

Signature of Physician

Print name of Physician

Translated by (if applicable):

Signature Date

Print Name

“PATIENT”

Patient

Print Name Date

Patient’s Agent or Representative

Print Name Date

Relationship to Patient

A signed copy of this document is to be given to the
Patient.

Original is to be filed in Patient’s medical records.

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AGREEMENT

For and in consideration of the medical care and services provided by _____
[insert name of physician] and the agents, employees, associates, staff members, partners, officers, directors, shareholders, proprietors or equity owners of _____
[insert name of medical entity providing medical services] (collectively referred to as the "Provider") to the undersigned, the undersigned agrees that in the event there shall be a claim, dispute or disagreement pertaining to the provision of medical care, or lack of medical care, including any claim of negligence (meaning the failure to use that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Provider's profession) by or on behalf of Provider or any agent, employee, associate, staff member, partner, officer, director, shareholder, proprietor or equity owner of Provider, the undersigned agrees that in such event: (i) prior to making any claim against Provider or any person included within the term Provider, the undersigned shall obtain a signed affidavit from a Missouri-licensed medical doctor practicing and board certified in the subspecialty of the medical services which are the subject of the claim, stating that the Provider was negligent (as defined above) in providing medical care, and deliver such affidavit to Provider, and (ii) each and every expert witness testifying in any proceeding on the undersigned's behalf shall be a Missouri-licensed medical doctor practicing and board certified in the subspecialty of the medical services which are the subject of the claim.

Patient Signature

Date

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