



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 the 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 were 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 intension of the parties that this Arbitration Agreement bind all parties whose claims may arise out of or related to treatment or services provided by the Provider, including any spouse or heirs of the Patient, or any others making claim on the Patient’s behalf, and any children, whether born or unborn at the time of occurrence giving rise to any claim, including where a claim arises due to treatment of or services provided to any pregnant women, The term “Patient” herein shall include that individual receiving medical treatment or advice and, where applicable, shall include both the women patient and the women’s expected child or children. The term “Provider” herein shall include all of the 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 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 dispute 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 statue, 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 proceeding. 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 arbitration (“Party Arbitrator”) within thirty (30) days of such demands, 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 a sixty (60) day period, a third arbitrator will be appointed from a panel of five arbitrators supplied by Pinnacle Arbitration and Medication 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 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 the 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 of statute of limitations; (2) the Patient fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence; (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 the 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 dispute (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 had read carefully each provision of the 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 provisions of this document. Patient is encouraged to notify Provider of any provisions Patient disagrees with and Patient and Provider may amend any provisions 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.





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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