



**STANDARD PATIENT/PHYSICIAN
ARBITRATION AGREEMENT**

1) It is understood that any dispute as to medical malpractice, that is, as whether any medical services rendered under this contract 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, this arbitration agreement, 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.

2) ALL CLAIMS MUST BE ARBITRATED. I understand that all claims for damages arising from medical services rendered by Pacific Coast Cardiology, and/or associate or substitute physicians, nurses or employees must be arbitrated. This includes any claim of a spouse, heir, child (born or unborn), or other successor in interest to any such claim.

3) ARBITRATION PANEL. Within 30 days of a demand to arbitrate a dispute, which must be made in writing, the parties shall agree of three medical arbitrators. Each party will bear the costs for their own legal counsel, and other expenses incurred for their own benefit, as well as their pro rata share of arbitration expenses.

4) APPLICABLE LAW. I agree that the California Code of Civil Procedure relating to arbitration shall apply without any exception.

5) REVOCATION OF THE AGREEMENT. This agreement may be revoked and canceled by written notice delivered to Pacific Coast Cardiology within 30 days of the signing of this agreement. If notice of revocation of this agreement is not received within 30 days of its signing, the right to cancel the agreement is forever waived.

6) RETROACTIVE EFFECT. If the signing party intends this agreement to cover all services rendered before the date of the signing of this agreement (including, but not limited to, prior consultations or treatment), the signing party must initial here:_____.

7) ACKNOWLEDGEMENT. By signing this agreement, the signing party acknowledges he/she discussed to his/her satisfaction any questions he/she may have had regarding the arbitration agreement with Pacific Coast Cardiology, an associate physician, or authorized legal representative of Pacific Coast Cardiology.

8) If any provision of this arbitration agreement should be 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 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 OF COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

Dated: _____

Patient, Parent, Guardian, or Authorized Representative _____

If signed by someone other than the patient, indicate relationship: _____

Physician's agreement to arbitrate: Inconsideration of the foregoing execution of the Patient Physician Arbitration Agreement, Pacific Coast Cardiology and Staff likewise agree to be bound by the terms set forth in agreement.