

# THE RANE CENTER

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SESHADRI RAJU, M.D., P.A.  
ARJUN JAYARAJ, M.D.

SESHADRI RAJU, M.D.  
TAIMUR SALEEM, M.D.

## Summary of Arbitration Agreement

A member of the medical staff will be pleased to answer any questions regarding the Arbitration Agreement. Please notify The Rane Center if you wish to discuss the Agreement in more detail.

**Please initial beside each of the following points  
after you have read, understand, and agree.**

1. Before signing the Agreement, you may make written changes in the Arbitration Agreement, if you desire, and present these to The Rane Center for possible acceptance. The Rane Center has the right to refuse to accept the changes.\_\_\_\_\_
2. You are agreeing to arbitrate any disputes above \$5,000, including, but not limited to, claims regarding medical care or fees or derivative claims for loss of consortium. You and anyone suing for injuries or death to you are agreeing not to sue The Rane Center or any of its physicians, employees, or care providers in a court of law.\_\_\_\_\_
3. You are waiving any constitutional or statutory right to a jury trial. \_\_\_\_\_
4. Arbitration will be performed by JAMS. This is a national association of neutral arbitrators. They DO NOT work for The Rane Center or for the patient. The Rane Center will pay the arbitration expenses, except for an initial payment of \$125.00 which you will owe. Each side will pay for their own attorney's fees and any other litigation expenses. \_\_\_\_\_
5. This Agreement is effective on the date of this Agreement and applies to any dispute existing subsequent to this Agreement regardless of the time of the facts or care giving rise to the dispute. \_\_\_\_\_
6. You can rescind this Agreement within 15 days of the time you sign it, but you must still arbitrate any claim arising from or related to care provided before the Agreement is rescinded. \_\_\_\_\_
7. If you do not agree to arbitrate, or if you rescind this Agreement, The Rane Center has the option to decline to provide care. If so, The Rane Center will refer you to another physician or group that can provide the medical care you need, provided you are not in need of an emergency care or in immediate distress. \_\_\_\_\_
8. If a court rules that a dispute must be litigated and not arbitrated, any lawsuit must be filed and litigated in Rankin County, Mississippi, regardless of where the care was provided. \_\_\_\_\_

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9. In arbitration, each side will have a fair opportunity to present their evidence, but court rules do not necessarily apply. There is no appeal by either party except in limited circumstances (such as an arbitrator's conflict of interest). \_\_\_\_\_
10. You and The Rane Center each have the right to terminate the doctor-patient relationship at any time, but the terms of the Agreement still apply. \_\_\_\_\_
11. A claim by you or The Rane Center is waived and forever barred if, on the date of the demand for arbitration, the claim would be barred by the applicable statute of limitations. \_\_\_\_\_
12. If you still have any questions, you may ask a member of The Rane Center for further explanation. You may also consult with an attorney before signing. \_\_\_\_\_
13. This Agreement may be enforced by either you or The Rane Center, including any of its physicians, agents, or care providers. \_\_\_\_\_
14. This Agreement is binding on you as well as anyone claiming by or through you, or because of your alleged injuries or death, including any spouse, estate, heirs, or beneficiaries. \_\_\_\_\_
15. To the extent this Agreement is being signed on behalf of another individual who is the actual patient, you acknowledge you have authority to enter this Agreement on their behalf. \_\_\_\_\_
16. I have read and understand both the Agreement and the Summary as well as the explanatory "Questions and Answers" page. \_\_\_\_\_

## ARBITRATION AGREEMENT

\_\_\_\_\_ (**Patient**) hereby engages **The Rane Center, Seshadri Raju, M.D., P.A., including Dr. Seshadri Raju, Dr. Arjun Jayaraj, Dr. Taimur Saleem**, and any of their respective physicians, employees, care providers, or successors (hereinafter collectively referred to as “The Rane Center”) to provide medical and related care. For and in partial consideration of the rendition of these services, Patient (for himself/herself, and any spouse, heirs, beneficiaries, or estate) on the one hand and The Rane Center, including all employees, physicians, care providers, and successors, on the other hand agree to arbitrate any dispute where the claim or the amount in controversy exceeds \$5,000. Such a dispute or controversy shall be submitted to JAMS, or its successor, for final and binding arbitration. All claims for unliquidated damages, including claims for loss of consortium, shall be deemed claims for in excess of \$5,000.

Either party may initiate arbitration of any matter subject to arbitration by filing a written demand for arbitration at any time. Patient shall be entitled to an in-person arbitration hearing in the county where the services giving rise to the dispute arose, or any other county to which the parties agree. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and Minimum Standards of Procedural Fairness. All parties agree to be bound by the arbitrator’s decision. Any decision by the arbitrator shall be accompanied by a reasoned opinion. Judgment may be entered on the arbitrator’s award, if any, by any court having jurisdiction of the subject matter.

All parties agree that their relationship affects interstate commerce and that this Agreement shall be subject to the Federal Arbitration Act and, if not, by Mississippi law. The party requesting arbitration shall bear the expense of arbitration, except the Patient is not required to pay any more than \$125.00 with The Rane Center bearing all other arbitration expenses. Each party is responsible for its attorney’s fees and litigation costs or expenses, including experts.

This Agreement may be rescinded by written notice by either party within fifteen (15) days of signature. However, any claim or dispute related to medical services rendered prior to rescission is still governed by this Agreement. Written notice of such rescission may be given by any person with authority to act for the patient, including a guardian or conservator of Patient if Patient is a minor or incapacitated. If any portion of this Agreement is found unenforceable, that portion shall be stricken and the remainder of this Agreement fully enforced. If a court rules that the dispute must be litigated in court and not arbitrated, Patient agrees the suit will be filed and litigated in Rankin County, Mississippi.

If you are not willing to submit to binding arbitration, The Rane Center may perform the services or may refer you to another health care provider capable of rendering the medical care or services which you require (although The Rane Center assumes no responsibility for the quality of care or service rendered by any other health care provider). Such referral will not occur if you are in need of emergency care or in immediate distress. **Please inform The Rane Center immediately if you do not agree to binding arbitration or you desire a referral to another care provider.**

If a person is signing this Agreement on behalf of another individual who is the actual patient, such person signing this Agreement hereby attests that he or she has full legal authority to execute this Arbitration Agreement on behalf of the patient. Further, the person signing this Agreement hereby agrees to indemnify and hold harmless The Rane Center from any claim, demand, or loss which may occur in the event said person does not, in fact, have such legal authority.

The parties agree that a photostatic or scanned copy of this Agreement and the summary are as enforceable as this original. The Rane Center has executed this Agreement by its signature below.

**NOTICE: BY SIGNING THIS CONTRACT, YOU ARE AGREEING TO HAVE ANY CLAIM OF NEGLIGENCE OR MEDICAL MALPRACTICE DECIDED BY NEUTRAL BINDING ARBITRATION AND YOU ARE GIVING UP ANY STATUTORY OR CONSTITUTIONAL RIGHT TO JURY OR COURT TRIAL.**

Witness our signatures this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Authorized Representative  
The Rane Center

\_\_\_\_\_  
Patient, Parent, Guardian, or Authorized  
Representative

This Agreement is accompanied by a summary which the patient (including any parent, guardian, conservator, or other person with authority to consent) must complete.

## THE RANE CENTER ARBITRATION AGREEMENT

### QUESTIONS AND ANSWERS

1. What does arbitration mean?

Arbitration is a process in which an independent, neutral third party, rather than a court or jury, hears the evidence and determines disputes between various parties. In this particular situation, the dispute may be whether there was medical malpractice by a physician at The Rane Center, or any Rane Center employees or care providers, or possibly whether or how much you owe the physician or clinic in fees for services. The independent, neutral party hearing and deciding the dispute is called an arbitrator. The arbitrator will hear evidence presented by both you and the physician or clinic, together with witnesses and documents presented by both parties. The arbitrator will also consider arguments by the lawyers. After hearing all of the evidence and arguments, the arbitrator will make a decision and enter an award. In a claim for medical malpractice, the arbitrator may award any and all damages in the same amount and for the same items that a court could award you. Just like a court or jury, the arbitrator could also determine that you have not proven your claim and find that there was no medical negligence, awarding nothing. Although an arbitrator is not bound by court rules, the arbitrator will generally follow the law of the state where the arbitration is commenced, being Mississippi. The arbitrator's award is binding on all parties, and neither you nor the clinic/physician can appeal the arbitrator's award except in very rare circumstances such as the existence of an arbitrator's conflict of interest or fraud.

2. Do I give up a right to a trial in court by executing this Agreement?

Yes, you do. All claims will be tried before an arbitrator rather than a judge and jury. The arbitration outlined above will be mandatory and binding on both you and the physician/clinic. However, it is believed that this process will allow for a significantly faster, less costly determination of any disagreements between the parties concerning your medical care.

3. Is the physician and the clinic bound by this Agreement too?

Yes, the physician and the clinic will be bound by this Agreement and required to arbitrate whatever dispute comes within the terms of the Arbitration Agreement.

Similarly, the physician and clinic will be bound (as will you) by whatever decision is reached by the Arbitrator. This procedure has been developed to resolve problems which may arise over your medical care and treatment which cannot be settled through discussions between you and the physician or clinic. This method will allow us to resolve whatever problems and disputes we may have without formally going to a court of law.

4. Is this voluntary?

Yes, this Agreement is voluntary for both the physician/clinic and the patient. You do not have to sign it. Similarly, the decision of the clinic or its physicians to enter into a doctor-patient relationship with you and provide care is also voluntary. Should you decide you do not want to sign the Arbitration Agreement or should the clinic or physician decide they do not want to enter into a doctor-patient relationship with you for whatever reason, you will be referred for care to another physician.

5. Can I change the Agreement?

Yes, you can propose changes to the Agreement and give them back to the clinic for review and possible acceptance. However, the clinic is not required to accept any changes. You have the right to seek medical treatment elsewhere, and the clinic and the physicians have the right not to provide you medical services should they decide not to do so. This Agreement has been drafted in an attempt to be fair and equitable to every party, but you do not have to execute it.

6. Am I giving up my rights to sue in court all of the physician members of the clinic for malpractice?

Yes, you are releasing your right to sue in court all of the physicians and the clinic. However, you may pursue any claim covered by the Arbitration Agreement in arbitration and seek the same damages as are allowed in a Mississippi court of law. The only difference is that the decision will be made by an arbitrator as opposed to a jury, and the right of appeal is significantly limited.

7. Who is JAMS?

JAMS is a national organization of arbitrators and mediators, formerly known as the Judicial Arbitration & Mediation Society. They have offices all over the country, with the two closest offices to Mississippi being in Atlanta and in Dallas.

They have a website – [www.jamsadr.com](http://www.jamsadr.com). Please feel free to contact them directly to inquire about their services.

8. Will I have to pay for the arbitration?

The only cost to you for the arbitration itself is an initial \$125 towards any filing fee for JAMS. You will not be charged with any of the fees for JAMS, but you would owe whatever litigation expenses and attorney's fees you incur just as if you were pursuing a case in court.

9. Am I required to understand the special nature of treatment by the clinic and physician?

By seeking care from The Rane Center, you are acknowledging that the tests, procedures, and treatment you use by the physicians or clinic may be leading edge technology/medical care. Consequently, many physicians may be unaware of their reasonableness and necessity. Therefore, in any dispute that arises, we recommend you consult with physicians who have knowledge and experiences in these tests and procedures similar to that held by physicians at The Rane Center when you question the medical care provided.

10. Have I asked for a full explanation of special treatment?

By executing the arbitration agreement, you acknowledge that you will ask for a full explanation of any type test, procedure, or treatment to be performed, whether they are standard or newer techniques, the risks and benefits, other options including the option of refusing the proposed tests, procedure, or treatment, you must do this and understand the care being provided before you agree to having it scheduled.