

ARBITRATION AGREEMENT AND WAIVER OF RIGHT TO TRIAL BY JURY

_____ ("Patient") engages Seshadri Raju, M.D., P.A. and employees thereof, including all associated physicians and allied health care providers (collectively the "Clinic"), to provide and perform services in conjunction with Patient's medical care. For and in partial consideration of the rendition of any and all present and future medical care and related services, Patient agrees that in the event of any dispute, claim or controversy arising out of or relating to the provision or performance of medical or related services, including but not limited to patient fees, informed consent, negligence or medical malpractice between Patient (whether a minor or an adult) or the heirs-at-law or personal representative of Patient, as the case may be, and the Clinic, its employees and each Physician individually, where the claim or the amount in controversy exceeds \$5,000, such dispute, claim or controversy shall be submitted to JAMS, or its successor, for an arbitration to constitute a final and binding result. All claims for unliquidated damages shall be deemed claims for in excess of \$5,000.

Any person or entity covered by this Agreement may initiate arbitration on any matter subject to arbitration by filing a written demand for arbitration. Patient shall be entitled to an in-person arbitration hearing pursuant to the Federal Arbitration Act. Such arbitration hearing shall take place in the State and County where the services were provided. The arbitration shall be generally administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and Minimum Standards of Procedural Fairness, and all parties agree to be bound by the arbitrator's decision. The fact this Agreement was signed prior to the existence of any dispute does not preclude arbitration. Any decision by the arbitrator(s) shall be accompanied by a reasoned opinion if requested by any party. Judgment may be entered on the arbitrator's award, if any, by any court having jurisdiction of the subject matter. The parties agree that the award of any court proceedings shall be in the State and County where the services at issue were provided.

All parties agree that their relationship affects interstate commerce and that this Agreement shall be governed by a Federal Arbitration Act and, if not, by Mississippi law. The party requesting arbitration shall bear all costs of the arbitration, except the Patient is not required to pay any more than \$125.00, with the Clinic bearing all costs of arbitration.

If you are not willing to submit to binding arbitration, the Clinic may perform the services or refer you to another health care provider capable of rendering the medical care or service which you require (although Physician and Clinic assume no responsibility for the quality of care or service rendered by any other health care provider). Please inform a Clinic representative immediately if you do not agree to binding arbitration and desire such referral.

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 after execution of this Agreement and prior to the date of such written notice of rescission shall be subject to the terms of this Agreement. Written notice of such rescission may be given by 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 and not arbitrated, Patient agrees the venue of any suit will be in the State and County where services are rendered.

Patient Changes _____

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY CLAIM, INCLUDING ONE FOR NEGLIGENCE OR MEDICAL MALPRACTICE, DECIDED BY NEUTRAL BINDING ARBITRATION AND YOU ARE GIVING UP YOUR STATUTORY AND CONSTITUTIONAL RIGHT TO A JURY TRIAL.

Witness our signatures this the ____ day of _____, 201__.

SESHADRI RAJU, M.D., P.A. and
Associated Physicians and Employees (the Clinic)

PATIENT:

BY: _____

BY: _____
(Parent or Guardian if Patient is a Minor)

If a parent or guardian has signed on behalf of their minor child or ward, such parent or guardian hereby attests that he or she has full legal authority to execute this Arbitration Agreement on behalf of said child or ward. Furthermore, said parent or guardian hereby agrees to personally indemnify and hold harmless the Clinic from any claim, demand or loss which may occur in the event said parent or guardian does not, in fact, have such legal authority.

By: _____

A photostatic or electronic copy of this authorization shall be considered as effective and as valid as the original.

PLEASE SEE REVERSE SIDE OF AGREEMENT

Medical staff must carefully explain the Arbitration Agreement to each patient. Have the Patient initial beside each of the following points after explaining it to them.

	Explain:	Patient's Initials
1.	The Patient has read the Arbitration Agreement, had it generally explained, has asked any questions he or she may have about the Arbitration Agreement and has had those questions answered to his or her satisfaction.	
2.	Before signing the Agreement the Patient may make written changes in the Arbitration Agreement if they so desire and present these to the Clinic for approval or negotiation.	
3.	The Patient is agreeing to arbitrate any disputes above \$5,000, which includes any claim for unliquidated damages. You are agreeing not to sue the Clinic or any of its doctors or employees in a court of law.	
4.	The Patient is waiving his or her constitutional or statutory right to a jury trial.	
5.	Arbitration will be performed by JAMS. This is a national association of neutral arbitrators. They don't work for Physician or for the Patient. The Clinic will pay the costs, except for the first \$125.00, and each side will pay for their own attorneys and other costs. If JAMS is unavailable or refuses to undertake arbitration, an independent arbitrator will be appointed by agreement or by appointment through an independent action filed for the sole purpose of enforcing the Arbitration Agreement in a court with venue in the State and County where services at issue were rendered.	
6.	This Agreement is effective on the signature of the Patient or his/her representative.	
7.	The Patient can rescind this Agreement within 15 days, but must still arbitrate any claim arising before the Agreement is rescinded.	
8.	If the Patient does not agree to arbitrate, or if you rescind this Agreement, the Clinic will either treat the Patient or immediately refer them to another doctor or group who can provide the medical care they need provided the Patient is not in need of emergent or urgent care.	
9.	If a court rules that a dispute must be litigated and not arbitrated, any lawsuit must be filed in the county where services were rendered by the Clinic, regardless of any other potential party.	
10.	In arbitration each side will have a fair opportunity to present their evidence, but court rules do not necessarily apply. There is no appeal except in limited circumstances.	
11.	Patient, Physician, and the Clinic will have the right to terminate their relationship at any time, but this Agreement will remain in force and effect.	
12.	A claim by you or the Physician or Clinic will be waived and forever barred if, on the date of Patient's demand for arbitration, the claim would be barred by the applicable statute of limitations.	
13.	If you still have questions, you should consult an attorney before signing.	
14.	The Patient or his/her representative has read the above statements and understands and agrees to them.	

I hereby confirm that I have explained the Arbitration Agreement to the Patient, and the Patient has affirmed his or her understanding of that Agreement by initialing or signing beside each of the foregoing provisions.

SESHADRI RAJU, M.D., P.A. and Associated Physician

By: _____
Authorized Representative

**CLINIC - PHYSICIAN - PATIENT
ARBITRATION AGREEMENT**

QUESTIONS AND ANSWERS

1. What does arbitrate mean?

Arbitrate means having an independent, neutral third party, rather than a court, hear and determine disputes between you and the Physician. The dispute may be whether there was medical malpractice by the Physician, the Clinic or its employees, or whether or how much you owe the Physician or the Clinic fees for services. The independent, neutral party is called an arbitrator. There may be one or a panel of three such persons. The arbitrator or arbitrators will hear evidence presented by you and the Physician or Clinic and arguments from lawyers and, thereafter, based upon what they have heard and seen, enter an award. In a medical malpractice claim they may award any and all damages and in any amount that a court could award you. Just like a court, the arbitrator or arbitrators could determine that you have not proven your claim and award nothing. Unlike a court, neither you nor the Physician can appeal an arbitrators' award, except in very rare circumstances.

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. However, it is hoped that this process will allow for a faster, less costly determination of any disagreements between you and the Physician 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 whatever decision is reached in arbitration. This program 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. By this method, we will settle whatever problems we may have without going to court.

4. Is this voluntary?

Yes, this Agreement is voluntary for both the Patient and the Physician and you do not have to sign it.

5. Can I change the Agreement?

Yes, you can propose changes to the Agreement and give them back to the Clinic for review. Neither the Clinic nor you are required to accept any changes. You have the right not to receive medical treatment from the Physician and the Clinic and the Physicians and the Clinic have the right not to provide you medical services. Therefore, this Agreement is not one-sided and you do not have to execute it.

6. Am I giving up my rights to sue in court all 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, both you and the Physician and employees of the Clinic are agreeing to arbitration in which you may assert your claim for damages or your defenses against any fees charged.

7. Who is JAMS?

JAMS is a national organization of arbitrators and mediators (formerly known as the Judicial Arbitration & Mediation Society). Their address is 235 Peachtree St., NE, 600 North Tower, Atlanta, GA 30303. Their telephone number is 404-588-0900. Please feel free to contact them directly.

8. Do I understand the special nature of treatment by Clinic and Physician?

You acknowledge that the test, procedures and treatment used by Physician may be leading edge technology/medical care and 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 experience in these tests, procedures and treatments similar to that held by Drs. Raju or Neglan when you question the medical care provided.

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

By executing the Arbitration Agreement, you acknowledge that you shall ask for a full explanation of the type of test, procedure or treatment to be performed, whether they are standard or newer techniques, their risks and benefits, other options including the option of refusing the proposed test, procedure or treatment prior to having it scheduled.