



## ARBITRATION AGREEMENT

It is understood that any dispute as to medical malpractice, that is as to 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 the mediation procedure first as per The Pennsylvania Supreme Court Under Rule 1042.21 which had implicitly endorsed mediation in medical professional liability actions. If the case cannot be settled through mediation the motion with the court will be initiated requesting court-ordered arbitration as provided by Pennsylvania law and not by a lawsuit or resort to court process of any form. The patient agrees to cooperate by supporting and fully participating in all efforts to resolve disputes, complaints, claims and other problems that arise or are related to malpractice case through mediation and, if not successfully resolved, then through binding arbitration in accordance with the principles of the Uniform Arbitration Act, 42 Pa.C.S.A. §7301, et seq., and other related laws of the Commonwealth of Pennsylvania. Both parties to this contract, evidenced by patient's signature below and Women's Surgical & Cosmetic Clinic of Bucks County/ We Care Medical Group's acceptance of such signature, are voluntarily waiving their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of binding arbitration.

**All Claims Must Be Arbitrated.** It is the intention of the parties that this agreement shall cover all existing or subsequent claims or controversies, whether lying in tort, contract or otherwise, and shall bind all parties whose claims may arise out of or in any way relate to treatment services provided or not provided by any physician, medical group or association, their partners, associates, associations, corporations, partnerships, employees, agents, clinics, and/or providers affiliated with We Care Medical Group (collectively herein referred to as "Clinic") to a patient, including any spouse or heirs of the patient and any children, whether born or unborn at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expected child or children. Filing by Clinic of any action in any court by the Clinic to collect any fee from the patient shall not waive the right to compel arbitration of any malpractice claim. However, following the assertion of any claim against Clinic, any fee dispute, whether or not the subject of any existing court action shall also be resolved by arbitration.

**Procedures and Applicable Law.** A notice or demand for mediation and arbitration must be communicated in writing by U.S. mail, postage prepaid, to all parties, describing the claim against Clinic, the amount of damaged sought, and the names, addresses and telephone numbers of the patient, and (if applicable) his or her attorney. As such, when submitting a dispute to a mediator, the parties shall agree upon one mediator from a list of mediators available through the local court or local Federal district court or through such other agencies as the parties may mutually agree. The parties agree to share all expenses of mediation equally. Should the parties not be able to resolve their dispute through mediation, each party will voluntarily submit to binding arbitration by written request for arbitration to the other party, within a reasonable time and shall appoint their own arbitrator. These arbitrators shall select a mutual third arbitrator, thus forming an "Arbitration Panel" that will then proceed to schedule the matter for disposition. If the individual arbitrators are unable to agree on a neutral arbitrator, either party shall have the right to petition the local Court to appoint a neutral arbitrator. If the parties are unable to agree upon a location for arbitration, then the arbitration will be held at the local courthouse

**Severability Provision.** In the event any provision(s) of this Agreement is declared void and/or unenforceable, such provision(s) shall be deemed severed therefrom and the remainder of this agreement enforced in accordance with Pennsylvania and federal law.

**NOTICE:** By signing this contract, I agree to have any issue of medical malpractice decided by binding arbitration and I am giving up my right to a jury or court trial.

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Patient's Name and Signature

Date

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Dr. Ivanov or Clinic Staff Signature

Date