

PATIENT INTRODUCTION TO THE PROVIDER–PATIENT VOLUNTARY ARBITRATION AGREEMENT

This Patient Introduction to the Provider–Patient Voluntary Arbitration Agreement is provided to you in order to make you more aware of the terms of that agreement.

Why Voluntary Arbitration?

Arbitration can be a better vehicle for resolving health care disputes. Through a pre-dispute arbitration agreement, patients and providers agree to shift future legal disputes out of the lawsuit system into a fair, inexpensive, and more efficient system. Arbitration does not limit a party's right to seek redress but simply shifts the resolution of the dispute to a different forum. Arbitration is good for both organizations and individuals. In 1995, the U.S. Supreme Court noted arbitration's benefits compared favorably to litigation, including less expense, simpler procedural and evidence rules, less hostility between parties, less disruption of ongoing and future dealings among the parties, and more flexible scheduling of times and places for hearings and discovery.

What is the Provider–Patient Voluntary Arbitration Agreement?

This is an agreement between you and your medical provider to resolve disputes without going to court. The definition of your medical provider includes your physician, the company or medical group that your physician is a part of, and its agents, employees, associates, staff members, partners, officers, directors, shareholders, proprietors or equity owners (collectively referred to as the "Provider"). You should read the agreement carefully before deciding whether or not to sign.

What claims are covered?

All present or future claims of any kind between you and your family or those acting on your behalf and your Provider for which you might sue your Provider are subject to arbitration, except for claims that your Provider may have against you for payment of fees for medical services rendered. Those medical fees may be recovered in associate circuit court or small claims court by the Provider.

What is arbitration?

Arbitration is an alternative way of resolving disputes. Instead of taking your disagreement through the sometimes long and expensive process of court litigation, you and your Provider agree in advance to submit any disputes arising out of the Provider's services to arbitration. Parties to arbitration have the right to present evidence and subpoena and cross-examine witnesses. After a hearing, which is usually less formal than a court proceeding, the arbitrator(s) make(s) a final decision. Although the procedures are different, generally the same laws and same measure of damages applied in court proceedings apply in arbitration. Ohio law will be applied by the arbitrators to the dispute under the agreement.

Who chooses the arbitrator(s)?

You and your Provider each agree to appoint an arbitrator, and those arbitrators will appoint a third arbitrator. If you and your Provider do not make a timely selection, by request of either party to the controversy, the court of common pleas in the county in which the arbitration is to be held shall, within fifteen days after such application is made, appoint an arbitrator or umpire, who shall act under said agreement with the same effect as if he had been specifically named therein. (Ohio Revised Code Ann. § 2711.04)

Who is bound by this agreement?

If you choose to sign the Provider–Patient Voluntary Arbitration Agreement, you will be agreeing to bind yourself and anyone who could bring suit in connection with treatment or services provided to you by your Provider. If you sign on behalf of a family member or some other person for whom you have responsibility, you will bind that person as well as anyone who could sue in connection with the treatment or services provided to that person by his or her Provider. Likewise, the Provider,

or anyone suing on behalf of the Provider, is bound by the agreement. If the Provider is temporarily absent from practice and refers you to a substitute physician or other Provider who has agreed to be bound by the terms of this agreement, then any disputes between you and the substitute physician or Provider, or vice versa, will also be subject to arbitration. Any other person with an interest in the dispute will be permitted and may be required to participate in the arbitration proceeding so that the entire matter may be arbitrated at one time.

May I be represented by an attorney of my choice?

Yes. Any party to arbitration may be represented by an attorney of his or her choice, at his or her own expense. The arbitrators will hear the facts and decide the case whether or not the parties are represented by attorneys.

What does arbitration cost?

In general, the arbitration process is less expensive than court actions. However, arbitrators are paid a fee on an hourly basis, and the amount of the fee depends on the complexity and length of the case and the overall amount of time expended by the arbitrators. The arbitrators' fees are to be shared equally by the parties.

If either party does not like the arbitration result, could there still be a jury trial in court?

Generally, the answer is "no." The whole purpose of arbitration is to avoid the expense, time, delay and inconvenience of going to court. Arbitration awards may be appealed to a court, but they may be overturned only under extremely limited circumstances.

Do I really have a choice?

Yes. You are not required to sign the agreement. If you do sign the agreement and change your mind, you can cancel the agreement by giving written notice to your Provider within thirty (30) days after the date you sign the agreement. If you do sign the agreement and do not cancel it within that thirty (30) day period, then you and the Provider will be bound by the agreement for the course of, and for any disputes or controversies relating to, your treatment by the Provider.

What if I have other questions?

If you have any questions about the agreement, we would urge you to contact your personal attorney. You are also free to speak with the Provider about any questions you may have or any parts of the agreement that you wish to change in any way.

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This information is provided as a courtesy to our clients and does not constitute legal advice. We advise you to refer all legal questions to your attorney.