

Patient: _____ Birthdate _____ Date _____

THIS CONTRACT APPLIES TO Liliana Cohen , M.D., Kaditam Reddy, M.D., and Dolly Roy, M.D., Ph.D.

ARTICLE 1: It is understood that any disputes as to medical malpractice that is to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly negligently or incompletely 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, 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.

ARTICLE 2: With regard to medical care and services provided or to be provided, it is agreed that: The attending physician will provide medical care and services to the patient, to the best of her skill and knowledge, which medical care in light of circumstance is possible and practical, the patient will cooperate fully with the attending physician by obtaining such medications as are prescribed, by following instructions of the attending physician, by adhering to such treatment regimen or course of action as may be set forth, and by paying all fees and charges in full as billed or as provided by prior special arrangements. It is agreed that: Because of differences in human constitution and response, it is in no way possible to warrant the outcome of such medical care and service.

ARTICLE 3: In the event of any controversy between the patient or dependant or the heirs at law or personal representative of a patient, as the case may be, and the attending physician (including her agents or employees), involving a claim in tort or contractual the same shall be submitted to arbitration. Within fifteen (15) days after the patient or attending physician shall give notice to the other of demanding arbitration of such controversy, and parties to the controversy shall each appoint an arbitrator and give notice of such appointment to the other. Within a reasonable amount of time after such notices have been given, the two arbitrators, so selected shall select a neutral arbitrator and give notice of the selection of neutral arbitrator. All notices or other persons required to be served, shall be served by the United States mail. Except as provided herein, the arbitration shall be conducted in accordance with and governed by provisions of Title 9 of the California Code of Civil Procedure.

ARTICLE 4: The patient may withdraw from the arbitration portion of the agreement within thirty (30) Days from the date of this agreement by notification of his/her intent to do so to the attending physician by registered mail.

By our signature, we contest to this agreement and each acknowledges receipt of a true copy thereof.

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 court or trial. See Article 1 of this contract.

DATE: _____ **PATIENT SIGNATURE:** _____

If the patient is a minor or incompetent, the parent or guardian should sign here, and in addition the minor or incompetent should sign above if possible.

DATE: _____ **PARENT OR GUARDIAN:** _____

DATE: _____ **WITNESS:** _____