



Physician Referral & Arbitration

Physician Referral

I (patient's name) _____ am notifying the acupuncturists (William A. Wood, Aaron Winning), that I have read the following:

If you have not been evaluated by a physician or dentist for the condition being treated within 12 months before the acupuncture was performed, or if you have not received a referral from your chiropractor within the last 30 days for acupuncture, I, William A. Wood, L.Ac / I, Aaron Winning, L.Ac., am requesting that you be evaluated by a physician. It is your responsibility and choice whether to follow this advice.

Patient/Guardian signature _____ Date _____

Arbitration Agreement

Article 1: Agreement to Arbitrate: 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 **arbitration** as provided by state and federal law, and not by a lawsuit or resort to court process except as state and federal 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: All Claims Must be Arbitrated: It is also understood that any dispute that does not relate to medical malpractice, including disputes as to whether or not a dispute is subject to **arbitration**, will also be determined by submission to binding **arbitration**. It is the intention of the parties that this **agreement** bind all parties as to all claims, including claims arising out of or relating to treatment or services provided by the health care provider including any heirs or past, present or future spouse(s) of the patient in relation to all claims, including loss of consortium. This **agreement** is also intended to bind any children of the patient whether born or unborn at the time of the occurrence giving rise to any claim. This **agreement** is intended to bind the patient and the health care provider and/or other licensed health care providers or preceptorship interns who now or in the future treat the patient while employed by, working or associated with or serving as a back-up for the health care provider, including those working at the health care provider's clinic or office or any other clinic or office whether signatories to this form or not. All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the health care provider, and/or the health care provider's associates, association, corporation, partnership, employees, agents and estate, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress, injunctive relief, or punitive damages.

Article 3: Procedures and Applicable Law: A demand for **arbitration** must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty days thereafter. The neutral arbitrator shall then be the sole arbitrator and shall decide the **arbitration**. Each party to the **arbitration** shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the **arbitration** incurred or approved by the neutral arbitrator, not including counsel fees, witness fees, or other expenses incurred by a party for such party's own benefit.

Either party shall have the absolute right to bifurcate the issues of liability and damage upon written request to the neutral arbitrator. The parties consent to the intervention and joinder in this **arbitration** of any person or entity that would otherwise be a proper additional party in a court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending **arbitration**. The parties agree that provisions of the state and federal law, where applicable establishing the right to introduce evidence of any amount payable as a benefit to the patient to the maximum extend permitted by the law, limiting the right to recover non-economic losses, and the right to have a judgement for future damages conformed to periodic payments, shall apply to disputes within this **Arbitration Agreement**. The parties further agree that the Commercial **Arbitration** Rules of the American **Arbitration** Association shall govern any **arbitration** conducted pursuant to this **Arbitration Agreement**.

Article 4: General Provision: All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable legal statute of limitations, or (2) the claimant fails to pursue the **arbitration** claim in accordance with the procedures prescribed herein with reasonable diligence.

Article 5: Revocation: This **agreement** may be revoked by written notice delivered to the health care provider within 30 days of signature and if not revoked will govern all professional services received by the patient and all other disputes between the parties.

Article 6: Retroactive Effect: If patient intends this **agreement** to cover services rendered before the date it is signed (for example, emergency treatment) patient should initial here. _____. Effective as the date of first professional services. If any provision of this **Arbitration Agreement** is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision. I understand that I have the right to receive a copy of this **Arbitration Agreement**. By my signature below, I acknowledge that I have received a copy

Patient / Guardian Signature _____ Date _____