

Mutual Arbitration Agreement

Patient's Name: _____

This Mutual Arbitration Agreement constitutes an integral part of a contract for medical services, represented by the Conditions of Admission to which this Mutual Arbitration Agreement (“the Contract”) is attached, by and between the Hospital and physicians who have or may agree to be bound hereunder, and the Patient:

1. 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 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.¹
2. Such arbitration shall be in accordance with the current Medical Arbitration Rules of the California Medical Association and California Hospital Association (copies available at hospital admission office). This Mutual Arbitration Agreement shall apply to any legal claim or civil action in connection with this hospitalization or outpatient service, against the hospital or its employees and any doctor of medicine who has agreed, at the time of your admission, as evidenced by a written agreement in the physician’s medical staff file, to be bound by this provision.
3. The execution of this Mutual Arbitration Agreement shall not be a precondition of the furnishing of service by the Hospital, and this Mutual Arbitration Agreement may be rescinded by written notice from the Patient or Patient’s representative to the Hospital within 30 days of signature.
4. This Mutual Arbitration Agreement shall bind the parties hereto, including newborns, and the heirs, representatives, executors, administrators, successors, and assigns of such parties and newborns.

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 or court trial. See Article 1 of this contract.²

(over)

1 Additional language must be inserted if intended to cover other disputes, such as payment disputes.
2 This paragraph must appear in at least 12-point bold red type immediately before the signature line [Code of Civil Procedure Section 1295(b), Health and Safety Code Section 123222.1].

Date: _____ Time: _____ AM / PM

Signature: _____
(*patient/legal representative*)

If signed by someone other than patient, indicate relationship: _____

Print name: _____
(*legal representative*)

Hospital: _____

Signature: _____
(*hospital's duly authorized representative*)

A COPY OF THIS DOCUMENT SHOULD BE GIVEN TO THE PATIENT.

NOTE: This form should include taglines as required by the Affordable Care Act.
(See www.calhospital.org/taglines, for detailed information.)

Acuerdo Mutuo de Arbitraje

Nombre del Paciente: _____

El presente Acuerdo Mutuo de Arbitraje constituye parte integral de un contrato de servicios médicos, representado por las Condiciones de Admisión, a las que se acompaña el presente Acuerdo Mutuo de Arbitraje (“el Contrato”), por y entre el Hospital y los médicos que se comprometan o puedan convenir en comprometerse al presente, y el Paciente:

1. Se entiende que cualquier disputa con respecto al ejercicio indebido de la medicina, es decir, en cuanto a si cualesquiera de los servicios médicos prestados conforme a este Contrato fueron innecesarios o no autorizados o si se prestaron de manera impropia, negligente o incompetente, se determinará mediante sometimiento a arbitraje, conforme lo dispone la ley de California, y no mediante una demanda judicial ni recurriendo a un proceso ante un tribunal, salvo conforme disponga la ley de California en casos de revisión judicial de los procedimientos de arbitraje. Ambas partes en el presente Contrato, al celebrarlo, renuncian a su derecho constitucional a que se decida cualquier disputa de este tipo en un tribunal ante un jurado, y en lugar de ello están aceptando el uso del arbitraje.¹
2. Dicho arbitraje será de conformidad con las actuales Reglas de Arbitraje Médico de la Asociación Médica de California y la Asociación Hospital de California (hay copias disponibles en la oficina de admisiones del hospital). Este Acuerdo Mutuo de Arbitraje se aplicará a cualquier reclamación legal o acción civil en relación con esta hospitalización o servicio de paciente externo, en contra del hospital o sus empleados y cualquier doctor en medicina que haya acordado, al momento de la admisión de usted, y según lo demuestre un acuerdo por escrito en el expediente del personal médico del doctor, obligarse mediante la presente disposición.
3. El firmar el presente Acuerdo Mutuo de Arbitraje no será una condición previa para el suministro de servicio de parte del Hospital, y este Acuerdo Mutuo de Arbitraje podrá ser rescindido mediante aviso por escrito de parte del Paciente o su representante al Hospital dentro de los 30 días siguientes a su firma.
4. El presente Acuerdo Mutuo de Arbitraje obligará a las partes que lo celebren, incluyendo a los recién nacidos, y los herederos, los representantes, albaceas, administradores, sucesores y cesionarios de dichas partes y de los recién nacidos.

Aviso: Mediante su firma en este contrato usted esta comprometiendose a que cualquier cuestion de ejercicio indebido de la medicina sea decidida mediante arbitraje neutral y esta usted renunciando a su derecho a un juicio ante un jurado o ante un juez. Lea el Artículo 1 de este contrato.²

(sobre)

¹ Additional language must be inserted if intended to cover other disputes, such as payment disputes.

² This paragraph must appear in at least 12-point bold red type immediately before the signature line [Code of Civil Procedure Section 1295(b), Health and Safety Code Section 123222.1].

Fecha: _____ Hora: _____ AM / PM

Firma: _____
(*paciente o representante legal*)

Si no lo firma el paciente, indique la relación con éste: _____

Nombre en letra de imprenta: _____
(*representante legal*)

Hospital: _____

Signature: _____
(*hospital's duly authorized representative*)

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