Physician-Patient Arbitration Agreement – Bobby Buka MD PC

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 New York law, and not by a lawsuit or resort to court process except as New York law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional rights to have any such dispute decided in a court of law before a jury, and instead are accepting the use of a binding arbitration and not a mediation.

Article 2: All Claims Must be Arbitrated: It is the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to the treatment or service provided by the physician including 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.

Article 3: Procedures and Applicable Law: A demand for arbitration must be communicated in writing to all parties. A neutral arbitrator shall be selected from the JAMS medical malpractice panel in Manhattan (JAMS) within thirty days of a demand for a neutral arbitrator by either party. Subject to any conflict, in which case this Agreement shall take precedence, the JAMS Comprehensive Arbitration Rules & Procedures shall be incorporated into this Agreement by reference. The neutral arbitrator shall rule within 120 days of appointment and such ruling shall be binding upon the parties. Any recovery at arbitration shall be limited to the professional liability insurance coverage of the physician whose appointment with the Patient is the subject of the arbitration proceedings. 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 or witness fees, or other expenses incurred by a party for such party's own benefit. The parties agree that JAMS has the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law.

Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator.

The parties consent to the intervention and joinder in this arbitration of any person or entity which 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 New York law applicable to health care providers shall apply to disputes within this arbitration agreement and only document discovery shall be permitted. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication in accordance with the Code of Civil Procedure.

Article 4: General Provisions: 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) pm the date of notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable New York statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the arbitrators shall be governed by the New York Code of Civil Procedure provisions relating to this arbitration.

Article 5: Revocation: This agreement may be revoked by written notice delivered to the physician within 30 days of signature. It is the intent of this agreement to apply to all medical services rendered at anytime for any condition.

Article 6: Retroactive Effect: Patient intends this agreement to cover services rendered before the date it is signed (including, but not limited to, emergency treatment) effective as of the date of first medical 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 the copy of this arbitration agreement. NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY BINDING NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. (REFER TO ARTICLE ONE OF THIS CONTRACT).

BY: BOBBY BUKA, MD, PC

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Patient's or Patient Representative's Signature Date

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Print Patient's Name