

Walter W. Tom, M.D., F.A.C.S.
Surgeon & Medical Director
MAUI COSMETIC SURGERY
a medical corporation

**AGREEMENT TO ALTERNATIVE DISPUTE RESOLUTION
(ARBITRATION AGREEMENT CONTRACT)**

Arbitration is defined as a process of settling an argument or disagreement in which the people or groups on both sides present their opinions and ideas to a third person or group rather than to a jury and/or a judge. In legal terms, it is the investigation and determination of a matter or matters of difference between contending parties, by one or more unofficial persons, chosen by the parties, and called "arbitrators," or "referees." The primary purpose of arbitration is to reach a final disposition of a claim by a patient in a speedy, inexpensive, expeditious and perhaps less formal manner, benefiting all parties. This is a binding contract to achieve that purpose.

Initials_____

I understand that this document is separate from the standard registration forms or any other forms. I affirm (agree) that this document was given to me as a separate document from the standard registration forms and all other forms and documents given to me at my appointment.

Initials_____

I understand that I have the opportunity and right to further explanation of this document if I so desire.

Initials_____

I understand that I am allowed to consult with an attorney for ANY legal questions related to this document.

Initials_____

I understand that this agreement is voluntary and that I do not have to sign it in order to receive health care services.

Initials_____

The practice, like many, if not most, healthcare practices, is engaged in interstate commerce. This includes diagnosing and treating patients who reside outside of California. Such patients are seen in our office. We have a web site which is viewed by people outside of California. We also purchase supplies and equipment from vendors and manufacturers outside of California. This interstate commerce makes the United States Arbitration Act (also known as the Federal Arbitration Act) relevant and binding. This Federal Arbitration Act, applicable to all 50 states, was enacted by Congress and signed into law almost 100 years ago. The US Supreme Court has upheld the applicability of Federal Arbitration Act to disputes related to healthcare services on numerous occasions.

Initials_____

In accordance with the terms of the Federal Arbitration Act, I agree that any dispute arising out of or related to the provision (providing) of health care services to me or my child or any person for which I am the legal guardian by Aesthetic Laser and Vein Center of the North Bay and Dr. Walter Tom, or his staff, employees, healthcare providers, and agents, shall be resolved by final and binding arbitration under the provisions of the Federal Arbitration Act. I agree that the amount of any arbitration award required to be

Walter W. Tom, M.D., F.A.C.S.
Surgeon & Medical Director
MAUI COSMETIC SURGERY
a medical corporation

paid shall be kept confidential, along with the fact that any arbitration award was rendered at all, should that occur. The parties further agree that no comment, disclosure, description or reference of any nature shall be made concerning any aspect of the Arbitration process or hearing, other than as necessary for communications between the parties, their legal counsel, or with the Arbitrators. Further, no comments shall be made by the parties concerning any aspect of the Arbitration process or hearing in any social media now existing, or created after this agreement, including but not limited to online review sites, Facebook or Twitter. I understand that this arbitration agreement provides benefits to me, my dependents, or the person for which I am a guardian, and for Aesthetic Laser and Vein Center of the North Bay and Dr. Walter Tom, or his staff, employees, physician (provider) members, and agents.

Initials_____

I understand that by signing this contract I am agreeing to have any issue regarding alleged medical malpractice decided by neutral arbitration, and I am expressly waiving (giving up) my right to the court (judicial) trial process by jury or court (judicial) trial process with a judge.

Initials_____

The parties agree that any disputes or questions related to my care, including the construction or application of this Agreement, shall be settled by arbitration held in Sonoma County, California in accordance with the rules of the American Arbitration Association (“AAA”). The process will use a single arbitrator agreed to by the parties. The arbitrator’s decision shall be binding and final upon the parties both as to law and as to fact. The decision shall not be appealable to any court in any jurisdiction. The parties shall share the expenses of the arbitration equally, unless the arbitrator determines that the expenses shall be otherwise assessed.

Initials_____

The parties agree to use as expert witnesses (with respect to issues concerning the standard of care) only physicians who are diplomates of the American Board of Cosmetic Surgery.

Initials

Further, the parties agree that these experts will be members in good standing of the American Academy of Cosmetic Surgeon (“AACS”), and obligated to adhere to the guidelines / code of conduct defined by the AACS. Such expert(s) will be obligated to fully consent to formal review of conduct by the AACS.

Initials_____

I understand that this agreement (contract) includes all health care services which previously have been or will in the future be provided to me related to:

(procedure(s) written here)

including but not limited to office visits or hospital admissions related to or a result of the procedure(s) listed above. This arbitration agreement does not prevent me from a jury trial in court with a judge for any different medical care in the future that is unrelated to this specific procedure(s).

Initials_____

Walter W. Tom, M.D., F.A.C.S.
Surgeon & Medical Director
MAUI COSMETIC SURGERY
a medical corporation

The parties consent to the participation in this arbitration of any person or entity that would otherwise be a proper additional party in a court action if their care relates to the specific care covered already by this Arbitration Agreement. This may include claims against another healthcare professional, or a hospital or other facility.

Initials_____

I understand and agree that any demand for arbitration under this agreement must be made before the statute of limitations (legal time limit to make a claim) applicable to such a claim has run (ended). In other words, if the time to make a claim with a jury trial would be within one years, that one-year limit equally applies to this arbitration agreement.

Initials_____

I understand and agree that any claim or cause of action I may have related to the health care services referenced above and covered by this agreement shall be governed by the terms of this agreement.

Initials_____

I understand that this agreement is also binding on any individual or entity claiming by or through me on my behalf including, but not limited to, claims for loss of consortium by my spouse and wrongful death by and through my estate. In no event shall the party doctor or the party doctor's practice be liable for incidental, consequential (including lost profits), special, punitive or exemplary damages in connection with the health care services covered by this agreement, even if such listed damages were reasonably foreseeable.

Initials_____

If the individual signing this agreement is doing so on behalf of his or her minor child, or any other person for whom he or she is legally responsible, then the signature below affirms that he

or she has the authority or obligation to contract with Aesthetic Laser and Vein Center of the North Bay and Dr. Walter Tom, for the provision of health care services to that minor child or other person, and that his or her execution of this agreement is in furtherance of that authority or obligation.

Initials_____

I acknowledge (agree) that I have had the opportunity and plenty of time to read and understand this arbitration agreement, and to ask questions about this agreement, and that I understand the contents of this agreement. I acknowledge (agree) that I have enough reading experience to read and understand this document and all other documents given to me in this office.

Initials_____

After 72 hours (3 days) from signing this agreement, I irrevocably agree (cannot change my mind about this agreement) to the terms in the contract.

Initials_____

Walter W. Tom, M.D., F.A.C.S.
Surgeon & Medical Director
MAUI COSMETIC SURGERY
a medical corporation

I also understand, if I choose, I may revoke my approval to this Arbitration Agreement Contract **no later** than 72 hours (3 days) from signing this agreement. To revoke my approval, I MUST notify the practice in writing prior to 72 hours (3 days) from signing this agreement AND the practice MUST receive this notification to 72 hours (3 days) from signing this agreement.

Initials_____

A COPY OF THIS DOCUMENT HAS BEEN PROVIDED TO ME ON:

Date_____

Initials_____

Name of Patient (PLEASE PRINT): _____

Date: _____

Signature of Patient or Responsible Party

Date: _____

Signature of Doctor _____