

JURY TRIAL WAIVER AND DISPUTE RESOLUTION PROCEDURE

1. **INITIAL GRIEVANCE PROCEDURE:** The parties agree to follow the Grievance Procedures described in the Patient Rights Booklet for any claim, controversy, dispute or disagreement arising between the parties, including any claims arising out of or in connection with the care rendered to Patient by Center and/or its employees.

2. **DISPUTE RESOLUTION:** In order to minimize the time and costs of resolving all disputes, **BOTH PARTIES HEREBY WAIVE A JURY TRIAL FOR ALL DISPUTES AND CLAIMS BETWEEN THE PARTIES INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM CONTRACT, TORT, OR STATUTORY LAW.** Both parties agree, depending on the amount in dispute, to either (a) submit the dispute to this state's Small Claims Court judicial proceeding, or (b) if the amount in dispute exceeds the Small Claims Court statutory limits, then submit the dispute to binding arbitration. The Small Claims Court limits as of December 25, 2003 were as follows:

AL \$ 3,000	KS \$ 1,800	NH \$ 5,000
GA \$15,000 (Magistrate's Ct.)	KY \$ 2,500	VA \$ 2,000
TN \$15,000 (General Sessions)	MO \$ 3,000	WA \$ 4,000

3. **BINDING ARBITRATION:** As stated above, for administrative expedience, any claim, controversy, dispute or disagreement initiated by either party that exceeds the statutory jurisdiction of the local Small Claims Court as listed above (and as those amounts are amended from time to time) shall be resolved by binding arbitration administered by a neutral, experienced and disinterested arbitrator. The party initiating arbitration shall serve upon the other party via certified mail a demand for arbitration, which should include a brief description of the party's claim(s), the relief sought, and a proposed arbitrator who must be neutral, experienced and disinterested.

(a) **ARBITRATOR:** The arbitrator proposed by the initiating party in the demand for arbitration shall serve as arbitrator unless: (i) the non-initiating party provides written objection via certified mail to the other party within seven (7) days of the notice or demand of intent to arbitrate, and (ii) that written objection includes an alternate neutral, experienced and disinterested arbitrator. The arbitrator proposed by the non-initiating party shall serve as the arbitrator, unless the initiating party provides written objection via certified mail to the non-initiating party's objection. If both parties object as provided above, then both parties shall exercise good faith efforts to agree on a neutral, experienced and disinterested arbitrator.

(b) **VENUE:** The place of arbitration (if a hearing occurs) shall be where the Center is located, or, if that is not practical, then as close to the Center as practical.

(c) **AWARD:** The award shall be made within four (4) months of the initiating party's demand for arbitration and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of all the parties if it is absolutely necessary, but not to exceed an additional three(3) months. The arbitrator may award compensatory and punitive damages, and with respect to punitive damages arising under state statutes, shall comply with the provisions of the applicable state statutes. The costs of the arbitration, including the administrative fee and arbitrator's compensation and expenses, shall initially be advanced by the party requesting arbitration, but shall be awarded by the arbitrator in accordance with applicable law. The judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction, thereof.

(d) **RULES AND PROCEDURES:** The parties shall use their best efforts to agree upon the rules and procedures that will govern the arbitration. If the parties cannot agree upon the governing rules and procedures, the arbitrator shall use the American Arbitration Association's Commercial Dispute Resolution procedures and Supplementary Procedures for Consumer-Related Disputes as a guideline for conducting the arbitration.

(e) **GOVERNING LAW:** This agreement for binding arbitration shall be governed by and interpreted in accordance with the laws of the state where the Center is licensed.

BY AGREEING TO RESOLUTION OF ALL DISPUTES AND CLAIMS BY SMALL CLAIMS COURT JUDICIAL PROCEEDINGS OR BINDING ARBITRATION, BOTH PARTIES ARE WAIVING THEIR RIGHTS TO A JURY TRIAL. THIS WAIVER ALSO APPLIES TO ALL APPEALS FROM SMALL CLAIMS COURT JUDGMENTS.

The parties agree that this Jury Trial Waiver and Dispute Resolution Procedure shall survive and not otherwise be revoked by the death or incompetence of Patient.

I hereby agree to the Jury Trial Waiver and Dispute Resolution Procedure described above and its intent to provide administrative expedience. Its provisions have been explained to me and I have been provided the opportunity to ask questions about these provisions prior to my signature below. I understand that I waive my right to trial by jury. I also acknowledge my right to revoke the agreement to arbitrate as set forth in provisions (2) and (3) above, by completing the bottom portion of this page during normal business office hours within ten (10) business days of the date below.

Date

Patient's Signature: _____

Legal Representative's Signature: _____

[Handwritten Signature] PDA 1/6/05

Additional Signature (if applicable): _____

4. REVOCATION OF ARBITRATION PROVISION: All parties acknowledge the right of each to revoke the above arbitration provision if the original below is signed during normal business office hours within ten (10) business days:

I hereby revoke the agreement to arbitrate as described in provisions(2) and (3) and previously agreed to above. I acknowledge that all disputes and claims, if any, will be processed through the court having jurisdiction thereof and that all court costs and attorney's fees and expenses will be allocated in accordance with applicable law. All signatories from above plus an authorized Center representative must sign below within ten (10) business days of the above referenced date for this revocation to be valid.

Date

Patient's Signature: _____

Legal Representative's Signature: _____

Additional Signature (if applicable): _____

Administrator's Signature : _____