

DR. SUSAN L. MARRA, MS, ND, PLLC
PHYSICIAN-PATIENT 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 pursuant to Washington law, and not by a lawsuit or resort to court process except as Washington law may provide 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 judge or jury, and instead are accepting the use of arbitration.

Both parties have reviewed the provisions of Washington law (RCW. 7.70A.010-7.70A.090) that govern arbitration of claims relating to health care. The patient and the health care provider agree that should legal action pursued by the patient, or on the patient's behalf, both the patient and the health care provider will confirm in their legal documents initiating a lawsuit (Complaint) and/or in responding to a lawsuit (Answer to Complaint) their election to arbitrate the legal issues.

Article 2: All Claims Must Be Arbitrated: It is the intention of the parties that this agreement shall cover all claims or controversies whether in tort, contract or otherwise, and shall bind all parties whose claims may arise out of or in any way relate to treatment or services provided or not provided by the below identified physician, medical group or association, their partners, associates, associations, corporations, partnerships, employees, agents, clinics, and/or providers (hereinafter collectively referred to as "Physician") to a patient, including any 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.

Filing by Physician of any action in any court by the physician to collect any fee from the patient shall not waive the right to compel arbitration of any malpractice claim. However, following the assertion of any claim against Physician, any fee dispute, whether or not the subject of any existing court action, shall also be resolved by arbitration.

Article 3: Procedures and Applicable Law: A demand for arbitration must be communicated in writing by U.S. mail, postage prepaid, to all parties, describing the claim against Physician, the amount of damages sought, and the names, addresses and telephone numbers of the patient, and (if applicable) his/her attorney. The arbitration will be conducted pursuant to Washington law as set forth in RCW 7.70A.030-.040).

The parties agree to the following provisions:

- The arbitrator may not make an award for economic and noneconomic damages in excess of One Million Dollars (\$1,000,000.00).
- The fees and expenses of the arbitrator shall be paid by the non-prevailing party.
- The parties agree to the following limitations on preparing each party's case (discovery) to:
 - A. 25 interrogatories, including subparts;
 - B. 10 requests for admissions;
 - C. Requests for production per the Civil Rules;
 - D. A physical and mental examination per the Civil Rules;
 - E. Deposition of the parties and any expert expected to be called at arbitration may be conducted. Depositions shall not exceed four hours unless the arbitrator issues an order based on good cause for additional time;
 - F. Unless the arbitrator issues an order for exceptional circumstances, each party is limited to five depositions of persons who are not parties or experts. Each deposition will not exceed two hours in length;
 - G. The deposition of a fact witness will not exceed one hour of examination for each side;
 - H. Each party is limited to two (2) experts on liability, two (2) experts on damages, and one (1) rebuttal expert. If there are multiple parties on one side, the arbitrator shall determine the number of experts based on the minimum number to ensure a fair and economic resolution of the action.

There is no right to a trial de novo on appeal (requesting a trial judge to review the arbitration proceedings, other than as outlined under RCW 7.04A.230(1)(a)-(d) and 7.04a.240, or equivalent provisions in a successor statute.

The parties shall bear their own costs, fees and expenses.

Article 4: Retroactive Effect: The patient intends this agreement to cover all services rendered by Physician not only after the date it is signed (including, but not limited to, emergency treatment), but also before it was signed as well.

Article 5: Revocation: This agreement may be revoked by written notice delivered to Physician within 30 days of signature and if not revoked will govern all medical services received by the patient.

Article 6: Severability Provision: In the event any provision(s) of this Agreement is declared void and/or unenforceable, such provision(s) shall be deemed severed therefrom and the remainder of the Agreement enforced in accordance with Washington law.

I understand that I have the right to receive a copy of this agreement. By my signature below, I acknowledge that I have received a copy.

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.

By: _____ **Date:** _____
(Physician's or Duly Authorized Representative Signature)

By: _____ **Date:** _____
(Patient's Signature)

(Please Print Patient's Name)

By: Susan L. Marra, MS, ND _____
(Name of Physician)

By: _____ **Date:** _____
(Parent/Guardian Signature)

By: _____ **Date:** _____
(Parent/Guardian Signature)