

Medical Service Arbitration Agreement

Idaho Diabetes and Endocrine Associates, P.A., A medical corporation agrees to provide to the undersigned patient medical and related health care services in consideration for payments of a fee for service basis, fees as charged by Idaho Diabetes and Endocrine Associates, P.A.

Article I

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 the American Arbitration Association, as provided by Idaho law, and not by a lawsuit or resort to court proceedings, except as Idaho 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 as the sole means of dispute resolution.

Article II

Said agreement for arbitration, as provided in Article I of the agreement, shall apply to the owners, agents, representatives and employees, successors in interest and staff physicians of Idaho Diabetes and Endocrine Associates, P.A. and to the patient whether or not a minor, his heirs at law, personal representatives and any claim in tort, contract or equity. Within 30 days after any of the party's gives notice to the other of demand for arbitration of any controversy, the parties to the controversy shall give notice to the American Arbitration Associations then in effect. All notices or other papers required to be served shall be served by U.S. mail, registered or certified, return receipt requested.

Article III

Idaho Diabetes and Endocrine Associates, P.A., and its employees and agents, agree to provide such medical service as in the opinion of its Medical Care Providers are reasonably necessary and appropriate notwithstanding the opinion of any third party payer. Should the patient, for reasons personal to himself, refuse to accept the procedures, medications, or course of treatment recommended by its physicians, and if the MD believed that no professionally acceptable alternative exists, and if after being so advised the patient still refuses to follow the recommended course of treatment, then the patient shall be given no further treatment and neither Idaho Diabetes and Endocrine Associates, P.A., nor its medical employees and agents, shall have any further responsibility to provide services for the condition under treatment after notice of same is given to the patient.

Notice: By signing this contract you are agreeing to have any issue of medical malpractice decided by neutral arbitration and you are giving us your right to a jury or court trial. See article I of this contract.

Patient _____

Date _____

Parent, Guardian, Spouse, Next of Kin

Date _____

Witness _____

Date _____