



1400 Quail Street, Ste. 155, Newport Beach, CA 92660
Phone: 949-222-9922 Info@SuperiorPsychiatric.com

Dear Patient,

The next form for you to sign is called an Arbitration Agreement. This form states that if you are unhappy with the mental health service(s) you received here and want to file a lawsuit you agree to present your case and/or claims to an arbitrator instead of a six- or twelve-person jury trial. An arbitrator is often a retired lawyer or judge, though retirement is not a necessary requirement. Dr. Meshi believes this method of resolving disputes by arbitration is one of the fairest systems for both patients and physicians. Each of us will be allowed to select one arbitrator of our choice from a list of those arbitrators qualified to hear and understand the subject of the dispute. Each of our choices will then jointly select a third, neutral arbitrator of their choosing, according to the requirements we agreed to in this agreement. This neutral arbitrator then hears and decides the case.

Arbitration agreements between health care providers and their patients have long been recognized and approved by the California courts. By signing this agreement you are changing the place where your claim will be presented. You may still call witnesses and present evidence. This agreement generally helps to limit the legal costs for both patients and physicians. Further, both parties are spared some of the rigors of trial and the publicity that may accompany judicial proceedings. Of course, Dr. Meshi's goal is to provide mental health care in such a way as to avoid any disputes. Dr. Meshi knows that the first step to resolving most problems begins with communication. Therefore, if you have any questions about your care, please ask.

Our clinic does require you to sign this before you meet with the physician/therapist for an office visit or session. If you want to make any changes to this form the physician/therapist will review it and will make the decision regarding treatment. If you refuse to sign this form our clinic will be happy to refer you to another physician/therapist or back to the physician/therapist that referred you to us. Please carefully read the Arbitration Agreement and if you still have any questions call our office at 949-222-9922. Just know, however, that Dr. Meshi is not an attorney, so if you have questions regarding the legal effect of any of the provisions, you need to speak with an attorney. Please initial and sign in each of the areas as indicated, including the summary section on the last two pages of the Arbitration Agreement.

Thank you,

Superior Psychiatric Services, PMC



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Phone: 949-222-9922 Info@SuperiorPsychiatric.com

Patient - Physician 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 as provided by California law, and not by a lawsuit or resort to court process except as California 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.

Article 2 Definitions

- A. The term “we,” “parties”, or “us” means you (the Patient) and the Provider.
- B. The term “Claim” means any action arising due to the patient-therapist relationship, and may include, though not to be limited to, one or more medical malpractice actions defined in the Medical Arbitration Rules of the California Healthcare Association (CHA), and the California Medical Association (CMA) as they may be amended from time to time.
- C. The term “Provider” means Superior Psychiatric Services, A Professional Medical Corporation, and includes Dr. Alexis Meshi, the undersigned Doctor if other than Dr. Meshi, all independent contractors who may provide services through Superior Psychiatric Services, and any employees, agents, successors-in-interest, heirs and assigns of the foregoing individuals or entities. The Doctor signing this Agreement signs it on behalf of all the foregoing individuals and entities, and intends to bind each of them to arbitration to the full extent permitted by law.
- D. The term “Patient” or “you” as used in this Agreement includes the undersigned individual, his or her spouse, children (whether born or unborn), any person who makes a Claim for care given to that unborn or newborn child, and all heirs, assigns, or personal representatives of any of the aforementioned persons. The individual signing this Agreement signs it on behalf of the foregoing persons, and intends to bind each of them to arbitration to the full extent permitted by law.
- E. Treatment Covered: Patient understands and agrees that any dispute of the sort described in Article 1 between Doctor and patient will be subject to compulsory, binding arbitration.
- F. Other Doctors (if Applicable): Patient understands that he or she may at times receive treatment from one or more Doctors who are independent contractors practicing at the same facility as the undersigned Doctor. It is understood and agreed that any dispute of the sort described herein, including but not limited to those identified in Article 1, between Patient and such Doctors practicing at the same facility as the undersigned Doctor will be subject to compulsory, binding arbitration.

_____ (Patient initials here) _____ (Physician initials here)

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- G. Coverage of Prenatal Claims (if Applicable): Patient understands and agrees that, if Doctor treats her during pregnancy, any dispute of the sort described herein, including but not limited to those identified in Article 1, as to mental health treatment which is claimed to have affected the unborn child will be subject to compulsory, binding arbitration.

Article 3 All Claims Must be Arbitrated

We agree that any dispute that does not relate to medical malpractice, including disputes as to whether or not a dispute is subject to arbitration, shall also be determined by submission to binding arbitration. We intend that this agreement shall bind all parties as to all claims arising out of or relating to treatment or services provided by the health care provider, including any heirs or past, present or future spouse(s) of the patient in relation to all claims, including loss of consortium. This agreement is also intended to bind any children of the patient whether born or unborn at the time of the occurrence giving rise to any claim. This agreement is intended to bind the patient and the health care provider and/or other licensed health care providers or preceptorship interns who now or in the future treat the patient while employed by, working or associated with or serving as a back-up for the health care provider, including those working at the health care provider's clinic or office or any other clinic or office whether signatories to this Agreement or not. All claims for monetary damages against the health care provider, and/or the health care provider's associates, association, corporation, partnership, employees, agents and estate, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress, injunctive relief, or punitive damages.

Article 4 Dispute Resolution Options

- A. Methods Available for Dispute Resolution. We agree to resolve any Claim by either:
1. Directly communicating with the other party to try and find a solution that resolves the Claim, OR
 2. Using arbitration as described in this Agreement.
- B. Final and Binding Arbitration. We agree that the decision reached by the arbitrator under the binding arbitration option will be final.
- C. Legal Counsel and Liability for Attorney Fees and/or Costs. Each of us may choose to be represented by legal counsel during any stage of the dispute resolution process, but each of us will pay the fees and costs of or for our own attorney. We agree, however, that if either party brings a claim that is ultimately determined to be vexatious or frivolous, the party that brought the vexatious or frivolous claim will pay the other party's attorney's fees and costs.

Article 5 Procedures and Applicable Law

If no solution or resolution can be obtained through mutual negotiation, we further agree as follows:

- A. Notice. A demand for arbitration must be communicated in writing to all parties. To make a Claim under this Agreement, Patient shall mail a written notice to the Provider by United States Post Office Certified or Registered Mail. The effective

_____ (Patient initials here) _____ (Physician initials here)

date of the notice will be the date of receipt as identified by the United States Post Office.

- B. Failure to Raise All Claims Shall Mean the Party Waives those Claims. All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one (1) proceeding. A claim shall be waived and forever barred if:
1. On the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable legal statute of limitations, or
 2. The claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence.
- C. Selection of Arbitrators. Provider agrees to respond and contact you in writing within 30 days of Notice to discuss your claim and attempt to resolve the issues. If you and the Provider cannot resolve the Claim by cooperating directly, we will start the process of choosing arbitrators within the same 30 days period.
1. Appointed Arbitrators. You will appoint an arbitrator of your choosing and all Provider(s) will jointly appoint an arbitrator of their choosing. Each party shall select an arbitrator (party arbitrator) within thirty (30) days from the day of receipt of notice.
 2. Jointly-Selected Arbitrator. Within thirty (30) days of their appointment, the two appointed arbitrators will then jointly appoint a neutral third arbitrator (the "Jointly-Selected Arbitrator") and disengage from this dispute. The arbitrators appointed by each of the parties will choose the Jointly-Selected Arbitrator from a list of individuals approved as arbitrators by the California Healthcare Association (CHA) and/or the California Medical Association (CMA) and available to participate in this arbitration process in Orange County, California. If the appointed arbitrators cannot agree on a Jointly-Selected Arbitrator, either or both of us may request that an independent and neutral judge serving on the Superior Court of California for the County of Orange select an individual from the lists described above. In such an event, each party shall pay its own expenses. The Jointly-Selected Arbitrator will preside over the arbitration hearing and have all other powers of an arbitrator as set forth in the California Code. Patient agrees that arbitrators shall have the same immunity as that of a judicial officer when acting in the capacity of arbitrator under this Agreement. This immunity shall supplement, not supplant any other applicable statutory or common law.
- D. Arbitration Expenses. You will pay the costs and expenses of the arbitrator that you appoint and the Provider(s) will pay the costs and expenses of the arbitrator appointed by the Provider(s). Each of us will also pay one-half of the fees and expenses of the Jointly-Selected Arbitrator, together with other expenses of the arbitration incurred or approved by the neutral Jointly-Selected Arbitrator, including, though not limited to, any fees assessed as required or allowed under California law such as fees assessed by the CHA/CMA, but not including counsel fees if the claim was brought in good faith, witness fees, or other expenses incurred by a party for such party's own benefit.
- E. Final Decision. The Jointly-Selected Arbitrator will make a final decision on the Claim(s).
- F. All Claims may be Joined. Any person or entity that could be appropriately named in a court proceeding ("Joined Party") is entitled to participate in this arbitration as long as that person or entity agrees to be bound by the arbitration decision ("Joinder"). Joinder may also include Claims against persons or entities that

_____ (Patient initials here) _____ (Physician initials here)

provided care prior to the signing date of this Agreement. A “Joined Party” does not participate in the selection of the arbitrators but is considered a “Provider” for all other purposes of this Agreement. The parties consent to the intervention and joinder in this arbitration of any person or entity that 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.

- G. Applicable Law. We agree that the provisions of California law applicable to health care providers shall apply to disputes within this arbitration agreement, including, but not limited to, Code of Civil Procedures Section 340.5, the CMA/CHA Medical Arbitration Rules, and the California Medical Injury Compensation Reform Act, including, but not limited to, sections establishing the right to introduce evidence of any amount payable as a benefit to the patient as allowed by law (Civil Code 3333.1), the limitation on recovery for non-economic losses (Civil Code 3333.2), and the right to have a judgment for future damages conformed to periodic payments (CCP 667.7). With respect to any matter not herein expressly provided for, the arbitration shall be governed by the California Code of Civil Procedure provisions relating to arbitration.
- H. Apportionment of Fault. The arbitrators will apportion fault to all persons or entities that contributed to the injury claimed by the Patient, whether or not those persons or entities are parties to the arbitration.

Article 6 Liability and Damages May Be Arbitrated Separately

Either party shall have the absolute right to bifurcate the issues of liability and damage upon written request to the neutral Jointly-Selected Arbitrator. If the Jointly- Selected Arbitrator finds liability, the parties may agree to continue to arbitrate damages with the same Jointly-Selected Arbitrator or select a new neutral arbitrator using the same appointed arbitrator selection process as delineated above. Either party may cause the replacement of the Jointly-Selected Arbitrator for arbitrating damages.

Article 7 Sole Remedy for Any Dispute Arising Between Patient and Provider

If Patient is not willing to submit to binding arbitration, Provider may, at its option and in its discretion, perform the services or refer the Patient to another health care provider capable of rendering the medical care or service which Patient may require. Provider assumes no responsibility for the quality of care or service rendered by any other health care provider. **Patient must immediately inform Provider or its representative if Patient does not agree to binding arbitration and desires such referral.**

Article 8 Venue

The arbitration hearing will be held in Orange County, California, at a place agreed to by the parties. If the parties cannot agree on a specific location within Orange County, the hearings will be held at a location within Orange County chosen by the Jointly-Selected Arbitrator.

_____ (Patient initials here) _____ (Physician initials here)

Article 9 Confidentiality of Arbitration Proceedings

Arbitration proceedings are private and shall be kept confidential. Additional information regarding the Provider's Privacy Practices is available online at www.SuperiorPsychiatric.com, patient Form "Notice of Privacy Practices" (SPS Form 25). Patient shall not hold Dr. Alexis Meshi or Provider responsible for any Patient related issues resulting from the transport of any such information.

Article 10 Term of Agreement, Rescission

- A. Term. This Agreement is binding on both of us for one year from effective date unless you rescind it as provided in subsection B, below. If it is not rescinded, it will automatically renew every year.
- B. Rescission. You may rescind this Agreement within thirty (30) days of signing it by sending written notice to the Provider using United States Post Office Certified or Registered Mail. The effective date of the notice will be the date of receipt as identified by the United States Post Office. If not rescinded, this Agreement will govern all claims related in any way to services received by the Patient from Provider after the date of signing, except as otherwise provided within this Agreement or in the case of a Joined Party that provided care prior to the signing of this agreement.

Article 11 Retroactive Effect

The client intends this Agreement to cover services rendered not only after the date it is signed, but also before it was signed as well, to including, but not be limited to, prior emergency treatment.

Date first medical services provided: _____ Patient Initials _____

Article 12 Severability and Non-Waiver Arising from Failure to Enforce

If any provision of this Agreement shall be found to be invalid, illegal or unenforceable, then notwithstanding same, this Agreement shall remain in full force and effect, and such provision shall be deemed stricken. Such provision shall be replaced by a valid, legal and enforceable provision having as nearly as possible the same economic and practical effect as the provision replaced. The failure of either party to enforce, at any time and for any period, any provisions of this Agreement, shall not be construed to be a waiver of the provision or the right to subsequent enforcement.

Article 13 Limitation of Legal Remedies

All arbitrations under this Agreement shall be conducted on an individual (and not a class-wide) basis, and an arbitrator shall have no authority to award class-wide relief. You acknowledge and agree that this Agreement specifically prohibits you from commencing arbitration proceedings as a representative of others or joining in any arbitration proceedings brought by any other person. The parties agree that no class or representative actions of any type are permitted.

_____ (Patient initials here) _____ (Physician initials here)

Article 14 Statement of Patient's Understanding and Consent

I have carefully read this Agreement and believe that I understand all of its provisions. I signify my agreement with the following statements by initialing each one:

- a. _____ I understand that I, as the Patient, may make written changes in the Agreement if I so desire and will present these changes to Provider for approval.
- b. _____ I acknowledge that I have been advised by Provider that I have the right to consult with an attorney of my own choosing to review this Agreement and to advise me on my rights as a patient before I sign this Agreement.
- c. _____ I acknowledge that I have had a reasonable opportunity to consult with an attorney of my choosing.
- d. _____ I understand and consent to arbitrate any disputes I may have with Provider, and that I am agreeing not to sue the Clinic, its Members, or any of their Physicians or employees in a court of law.
- e. _____ I understand that I am waiving my constitutional or statutory right to a jury trial.
- f. _____ I understand that this Agreement is effective to the date of this Agreement and shall be retroactive to the first date of any services I received from Provider.
- g. _____ I understand, acknowledge, and consent to the arbitration process and applicable law as described in Article 5 of this Agreement.
- h. _____ I understand that I can rescind this Agreement within 30 days, but must still arbitrate any claim arising before the Agreement is rescinded.
- i. _____ I understand and acknowledge that if I do not agree to arbitrate, or if I rescind this Agreement, Provider will either treat me or immediately refer me to another doctor or group who can provide the medical care I need. I acknowledge that I am not in need of emergency care or under immediate stress. I further acknowledge that Provider shall not be liable for any treatment I may or may not receive from any doctor or group to which Provider referred me.
- j. _____ I agree and acknowledge that if a court rules that any dispute arising due to the patient-physician relationship must be litigated and not arbitrated, any lawsuit must be filed in the Superior Court of California, County of Orange, regardless of where services were rendered.
- k. _____ I understand that in arbitration each side will have a fair opportunity to present their evidence, but court rules do not necessarily apply. I further understand and acknowledge that there is no appeal except in limited circumstances.
- l. _____ I understand and acknowledge that Patient, Physician(s), Members and the Clinic all have the right to terminate their relationship at anytime

_____ (Patient initials here) _____ (Physician initials here)

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- m. _____ I understand and acknowledge that a claim by me or the Physician(s), Members, or Clinic will be waived and forever barred if, on the date of the demand for arbitration, the claim would be barred by the applicable statute of limitations.
 - n. _____ I understand, acknowledge and consent to the distribution of and responsibility for arbitration-related costs.
 - o. _____ I understand, acknowledge and consent that if I am pregnant, the term “Patient” as used herein, means both me as the mother and my, the mother’s, expected child or children.
 - p. _____ I understand that this Agreement renews each year unless cancelled before the renewal date.
 - q. _____ I understand that I have the right to receive a copy of this Arbitration Agreement, and that by my signature below, I acknowledge receiving a copy

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

DATE: _____

Patient, Parent, Guardian or Legally Authorized Representative of Patient

If signed by other than Patient, indicate relationship:

PROVIDER'S AGREEMENT TO ARBITRATE

In consideration of the foregoing execution of this Patient-Physician Arbitration Agreement, I likewise agree to be bound by the terms set forth in this Agreement and the rules specified above.

DATE: _____

Dr. Alexis Meshi, CEO
Superior Psychiatric Services

_____ (Patient initials here) _____ (Physician initials here)