



# Sunnyside Pediatrics

## WRITTEN EXPLANATION OF ARBITRATION

A binding arbitration agreement requires a patient to submit all future medical malpractice claims to arbitration instead of having the claim heard in a court by a judge or jury.

An arbitrator is a person chosen to resolve disputes after hearing the information presented by both sides. You select an arbitrator, your doctor selects an arbitrator, and you and your doctor agree on a third arbitrator. In the event that we cannot agree, the third arbitrator will be selected by the other two arbitrators from a court issued list of arbitrators.

You pay the fees and expenses for the arbitrator you select, the doctor pays the fees and expenses for the arbitrator they select, and the fees and expenses of the third arbitrator are shared equally.

You have the right, at your expense to be represented in arbitration by an attorney.

By choosing arbitration, you also have the right to require mediation. Mediation occurs before arbitration. Mediation is a process by which a neutral person tries to help the parties reach a mutually agreeable resolution of their dispute. The cost of mediation is shared equally.

Whether you sign the arbitration agreement or not is up to you. You will not be treated any differently if you choose not to sign the agreement.

You have the right to rescind the agreement within 10 days of signing the agreement.

The agreement is renewed each year unless it has been cancelled in writing before the renewal date.

You have the right to have all of your questions about arbitration answered.